

## AQUISITION AGREEMENT

The following will confirm the agreement dated \_\_\_\_\_ between Zeros 2 Heroes Media, Inc. ("Z2H") and \_\_\_\_\_ ("Creator") wherein Creator grants to Z2H the exclusive "Rights" (as defined below) in and to that certain comic book story written by Creator entitled " \_\_\_\_\_ " (the "Story"), as follows:

1. Story: The Story is that certain Story currently entitled \_\_\_\_\_ published on the Zeros 2 Heroes web site, and written by Creator as it may have been revised, modified and/or edited.
2. Acquisition Price: \$10.00 and other good and valuable consideration, the receipt and adequacy of which Creator hereby acknowledges.
3. Contingent Compensation: Fifty percent of the gross sums actually received by Z2H from its sale, license or other exploitation of the Story throughout the world in all media, provided however that if the Story is included in an anthology with other Storys, such sums payable hereunder shall be reduced on a pro rata basis with the creators of the other Storys included in the anthology.
4. Credit: Owner shall receive credit as the Creator of the Story, and such other credits to be negotiated in good faith within customary industry parameters based upon services rendered by Creator.
5. Rights: All rights in and to the Story, including, without limitation, online and traditional publishing, all motion picture, television, allied, ancillary, and subsidiary rights (including, without limitation, all theatrical, television (in all forms, including without limitation free, pay, and cable), home video, remake, sequel, and television spinoffs, computer-assisted media, novelization rights, graphic novelization rights internet rights, ipod and other handheld devices, comic book publishing rights, rental and lending rights), throughout the universe, in perpetuity, and exclusively. Purchaser shall have the right to adapt the Story as Purchaser deems appropriate, and Creator hereby waives the benefits of any provision of law known as the "droit moral" or any similar law in any country of the world. The Rights and/or some and/or all of them may be exclusively exploited, distributed, marketed, exhibited, broadcast, sold, licensed and otherwise dealt with in any fashion or manner by Purchaser through any media, means, or devices whether now known or hereinafter devised throughout the universe in perpetuity.
6. Creators Representations, Warranties and Indemnities: Except insofar as Z2H shall have provided materials with respect to the Story, Creator hereby represents and warrants that: (a) the Story was written solely by Creator and is original with Creator; (b) Creator owns all right, title, and interest in and to the Story free and clear of any liens, encumbrances, claims, litigation, and other third party interests or claims of any kind; (c) the Story does not and will not infringe upon or violate any copyright, common law rights, or any other rights of any party or constitute a libel or defamation against any party; (d) Creator has the full right and power to make and perform this agreement without the consent of any third party; and (e) the Story has not previously been exploited in any dramatic or audiovisual media, and no rights have been granted to any third parties to do so. Creator agrees to indemnify and hold Z2H and Z2H licensees, successors, and assigns harmless from and against any liability, claim, damage, and expense (including court costs and attorneys' fees) arising out of or in connection with Creator's breach of any warranties, representations, or agreements contained in this agreement.
7. Representations: Z2H agrees to use its reasonable good faith efforts to secure the services of illustrators, editors, and artists to provide enhancing material for the Story in order to publish the Story on line through its website and otherwise; nothing contained in this agreement shall be construed so as to require Z2H actually to use, develop, produce, and/or exploit the Story or any of the Rights other than through such on site publication. Z2H makes no representation that there will in fact be any contingent compensation from the exploitation of the Story and/or the Rights.
8. Reversion of Rights: If Z2H does not commence any development of the Story, other than the publishing of the Story on its website, within five years from the date of this agreement, Z2H agrees that all Rights shall automatically revert to Creator, subject to the following: a) all comic Story publishing rights to the Story shall remain jointly owned by Creator and Z2H in accordance with the terms of this agreement, and b) Z2H shall have an option to acquire the Rights to the Story under terms that are in accordance with entertainment industry parameters for similar properties.

9. Accounting/Audit Rights: Accounting shall be made no less frequently than twice annually: Creator shall have the right, at his or her expense, to audit Z2H's books and records during regular business hours with reasonable advance notice.

10. Likeness: Z2H shall have the perpetual and worldwide right to use Creator's name, sobriquet, likeness (actual or simulated), photograph, caricature, voice, biographical material, and any other indicia of Creator's identity (collectively the "Likeness") in and in connection with the development, production, exhibition, advertising, publicity, promotion, merchandising and any other exploitation of the Story and the Rights, for any purpose, by and in any media whether now known or hereafter devised, throughout the universe, in perpetuity.

11. Miscellaneous: In the event of any breach by Purchaser hereof, Creator shall be limited to Creator's remedies at law for damages, if any, and Creator shall not have the right to terminate or rescind this agreement or any of the rights granted hereunder or in any way to enjoin or restrain the development, production, distribution, advertising, publicizing, or other exploitation of any production based on the Story. Nothing herein contained shall obligate Purchaser actually to utilize any of the rights granted to Purchaser hereunder. Purchaser shall have the right to freely assign, license and/or sell this agreement and any of Purchaser's rights hereunder to any party. Creator shall promptly sign or cause the signature of all additional documents that Purchaser may deem desirable to effectuate the purposes hereof. Upon Creator's failure promptly to do so, Creator hereby appoints Purchaser as Creator's attorney-in-fact for such purpose (it being acknowledged that such appointment is irrevocable and shall be deemed a power coupled with an interest). Creator agrees to execute the Short Form Assignment attached hereto as Exhibit A concurrently with its execution of this agreement. This agreement expresses the entire understanding of the parties hereto, replaces any and all former agreements, negotiations, or understandings relating to the subject matter hereof, and shall not be modified except by a written document signed by both parties hereto. Purchaser may elect to forward to Creator a more formal agreement containing standard terms and conditions for an agreement of this nature, in which event Creator shall negotiate such standard terms and conditions in good faith and execute such agreement. This Agreement shall be governed by the laws of British Columbia, Canada and the parties attorn to the courts of British Columbia, Canada except if Creator breaches this Agreement, the Purchaser, its successor or assigns may, at its and their sole option, pursue any remedy they may have in law or equity in any court which may be a more desirable "forum conveniens".

Until such time, if ever, as such more formal agreement is signed by Purchaser and Creator, this agreement shall be binding upon the parties hereto.

If the foregoing reflects your understanding of the agreement between us, please sign your name in the space provided below.

CREATOR ACKNOWLEDGES THAT CREATOR MAINTAINS THE RIGHT TO OBTAIN, AT CREATOR'S SOLE EXPENSE, INDEPENDENT LEGAL COUNSEL OF CREATOR'S SOLE CHOICE PRIOR TO THE SIGNING OF THIS AGREEMENT AND CREATOR ACKNOWLEDGES THAT CREATOR HAS FULLY EXERCISED SUCH RIGHT AND FULLY UNDERSTANDS AND ACCEPTS THE FULL CONTENT OF THIS DOCUMENT.

Very truly yours,  
Zeros 2 Heroes Media, Inc (Purchaser)

By \_\_\_\_\_, its \_\_\_\_\_

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
(Creator)

Exhibit A

**SHORT FORM ASSIGNMENT**

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_ (“Assignor”), hereby irrevocably grants, sells, and assigns to Zeros 2 Heroes Media, Inc. (“Assignee”) all rights, in perpetuity, in and to that certain Story written by Assignor entitled “\_\_\_\_\_”, along with all adaptations, dramatizations, translations, titles, and themes thereof (the “Property”), all as more specifically set forth in that certain agreement (“Agreement”), dated \_\_\_\_\_, between Assignor and Assignee.

Assignor and Assignee acknowledge that this Short Form Assignment should be read in conjunction with the Agreement, and in the event of any conflict between the provisions of this instrument and the Agreement, the provisions of the Agreement shall control.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_