EXHIBIT 2.4  
   
 [FORM OF AGREEMENT]  
   
 METATOOLS, INC.  
   
 AFFILIATE AGREEMENT  
   
 This METATOOLS, INC. AFFILIATE AGREEMENT ("AGREEMENT") is dated as of  
February 11, 1997, between MetaTools, Inc., a Delaware corporation  
("METATOOLS"), Fractal Design Corporation, a California corporation  
("FRACTAL"), and the undersigned affiliate ("AFFILIATE") of MetaTools.  
   
 WHEREAS, MetaTools and Fractal have entered into an Agreement and Plan of  
Reorganization ("MERGER AGREEMENT") pursuant to which Fractal and MetaTools  
intend to enter into a business combination transaction to pursue their long  
term business strategies (the "MERGER") (capitalized terms used and not  
otherwise defined herein shall have the respective meanings ascribed to them  
in the Merger Agreement);  
   
 WHEREAS, Affiliate has been advised that Affiliate may be deemed to be an  
"affiliate" of MetaTools, as the term "affiliate" is used in Accounting Series  
Releases 130 and 135, as amended, although nothing contained herein shall be  
construed as an admission by Affiliate that Affiliate is in fact an affiliate  
of MetaTools;  
   
 WHEREAS, it will be a condition to effectiveness of the Merger pursuant to  
the Merger Agreement that the independent accounting firms that audit the  
annual financial statements of Fractal and MetaTools will have delivered their  
written concurrences with the conclusions of management of Fractal and  
MetaTools to the effect that the Merger will be accounted for as a pooling of  
interests under Accounting Principles Board Opinion No. 16;  
   
 WHEREAS, the execution and delivery of this Agreement by Affiliate is a  
material inducement to MetaTools to enter into the Merger Agreement.  
   
 NOW, THEREFORE, intending to be legally bound, the parties hereby agree as  
follows:  
   
 1. Acknowledgments by Affiliate. Affiliate acknowledges and understands that  
the representations, warranties and covenants by Affiliate set forth herein  
will be relied upon by MetaTools, Fractal, and their respective affiliates,  
counsel and accounting firms, and that substantial losses and damages may be  
incurred by these persons if Affiliate's representations, warranties or  
covenants are breached. Affiliate has carefully read this Agreement and the  
Merger Agreement and has discussed the requirements of this Agreement with  
Affiliate's professional advisors, who are qualified to advise him with regard  
to such matters.  
   
 2. Covenants Related to Pooling of Interests. In accordance with SAB 65,  
until the second day after the day that MetaTools publicly announces financial  
results covering at least 30 days of combined operations of MetaTools and  
Fractal, Affiliate will not sell, exchange, transfer, pledge, distribute, make  
any gift or otherwise dispose of or grant any option, establish any "short" or  
put-equivalent position with respect to or enter into any similar transaction  
(through derivatives or otherwise) intended or having the effect, directly or  
indirectly, to reduce Affiliate's risk relative to any shares of MetaTools  
Common Stock. MetaTools may, at its discretion, place a stock transfer notice  
consistent with the foregoing with its transfer agent with respect to  
Affiliate's shares. Notwithstanding the foregoing, Affiliate will not be  
prohibited by the foregoing from selling or disposing of shares so long as  
such sale or disposition is in accordance with the "de minimis" test set forth  
in SEC Staff Accounting Bulletin No. 76.  
   
 3. Beneficial Ownership of Stock. Except for the MetaTools Common Stock and  
options to purchase MetaTools Common Stock set forth on the last page of this  
Agreement, Affiliate does not beneficially own any shares of MetaTools Common  
Stock or any other equity securities of MetaTools or any options, warrants or  
other rights to acquire any equity securities of MetaTools.  
  
   
 4. Miscellaneous.  
   
 (a) For the convenience of the parties hereto, this Agreement may be  
executed in one or more counterparts, each of which shall be deemed an  
original, but all of which together shall constitute one and the same  
document.  
   
 (b) This Agreement shall be enforceable by, and shall inure to the benefit  
of and be binding upon, the parties hereto and their respective successors and  
assigns. As used herein, the term "successors and assigns" shall mean, where  
the context so permits, heirs, executors, administrators, trustees and  
successor trustees, and personal and other representatives.  
   
 (c) This Agreement shall be governed by and construed, interpreted and  
enforced in accordance with the internal laws of the State of California  
(without regard to the principles of conflict of laws thereof).  
   
 (d) If a court of competent jurisdiction determines that any provision of  
this Agreement is not enforceable or enforceable only if limited in time  
and/or scope, this Agreement shall continue in full force and effect with such  
provision stricken or so limited.  
   
 (e) Counsel to and accountants for the parties to the Agreement shall be  
entitled to rely upon this Agreement as needed.  
   
 (f) This Agreement shall not be modified or amended, or any right hereunder  
waived or any obligation excused, except by a written agreement signed by both  
parties.  
   
 Executed as of the date shown on the first page of this Agreement.  
   
 METATOOLS, INC.  
   
   
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 FRACTAL DESIGN CORPORATION  
   
   
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 AFFILIATE  
   
   
 By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Name of Affiliate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Name of Signatory (if different from  
 name of  
 Affiliate):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 Title of Signatory  
 (if applicable):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
Number of shares of MetaTools Common Stock beneficially owned by Affiliate:  
   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
Number of shares MetaTools Common Stock subject to options beneficially owned  
by Affiliate:  
   
\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
   
 \*\*\*METATOOLS, INC. AFFILIATE AGREEMENT\*\*\*  
   
 2