

MOFILM PILOT PRODUCTION GRANT AGREEMENT

THIS **MOFILM PRODUCTION AGREEMENT** is made on

2015

BETWEEN:

(1) **MOFILM LTD**, of 40 Clifton Street, London, EC2A 4DX, UK ("**MOFILM**"); and

(2) [**FILMMAKER**], of [] ("**Producer**").

Film (Working Title) _____

Named Producer (individual) _____

Director _____

Other Director/Creative _____

WHEREAS:

- A. Producer is an individual, partnership or company intending to create, produce and deliver certain Content as more particularly defined below.
- B. MOFILM wishes to obtain from Producer and Producer wishes to provide to MOFILM certain content and/or services on the terms and conditions set out below.

WHEREBY IT IS HEREBY AGREED:

1. DEFINITIONS

"**Content**" means the Film, the Treatment and other content, including without limitation graphics, sound recordings, script/storyboard, biographical materials, estimated production timeline, and all other materials and information supplied by Producer to MOFILM in relation to production of the Film;

"**Film**" means the original audio-visual recordings (and all related raw and edited footage) created by Producer, including without limitation all footage created in connection with this Agreement (and, for the avoidance of doubt, "Film" shall include all films and/or episodes and/or other content created hereunder);

"**Intellectual Property Rights**" means all intellectual property rights, howsoever arising and in whatever media, whether registered or capable of registration, including without limitation, copyright, trademarks, trade names, database rights, patents, image rights, Moral Rights, Rights of Publicity and rights of privacy;

"**Moral Rights**" means the right of integrity, the right of paternity and all other rights customarily referred to as 'moral rights' throughout the world;

"**Project**" means the audio-video film production project in which MOFILM requests submissions of Treatment(s) for consideration and, where approved by MOFILM, production services in relation to such approved Treatment(s);

"**Rights Of Publicity**" means the legal rights, which may provide the owner thereof a right to prohibit or restrict authorized commercial use of a person the actor's name, likeness, image and/or voice by a third party;

"**Series**" means, where so commissioned, the series of Films produced on the basis of an initial "Pilot" Film produced hereunder;

"**Treatment**" means the underlying concept and written script based thereon (and any shortened or amended version related thereto) created by Producer and delivered to MOFILM hereunder.

2. GRANT OF RIGHTS

2.1 Producer agrees to provide the Services to MOFILM and to assign to MOFILM all relevant rights as provided below (which, for the avoidance of doubt, shall include without limitation the worldwide right to use, reproduce, store, format, adapt, distribute, display, publicly perform, license, exhibit, broadcast and/or make available and transmit to end users the Content in all media for all purposes by any media). Further, Producer hereby grants to MOFILM the right to use, reproduce and display the name and likeness of the individual director(s) and producer(s), Talent and individuals appearing in the Film, and any trademarks or trade names related to Producer or contained within the Content for the purposes of marketing and promoting the Content. Producer acknowledges that MOFILM's only liability to Producer shall be to provide the Fee (as provided below).

2.2 Notwithstanding and without limiting the above, by signing this Agreement, Producer consents and agrees to assign and transfer to MOFILM (or, at MOFILM's direction, to Client), in accordance with Clause 5 below, all rights, title and interest in and to Content.

2.3 Producer hereby agrees, at the request of MOFILM, to execute all such further documents and do all such further acts consistent herewith as MOFILM may reasonably require in order to vest in MOFILM the rights hereby intended to be licensed and/or assigned. In the event that Producer fails to execute and deliver any such document(s) after being provided a reasonable opportunity to review and negotiate the same, Producer hereby appoints MOFILM as Producer's attorney-in-fact, with full right of substitution and delegation, to execute any such document(s) in Producer's name and on Producer's behalf to effectuate the purposes of this Agreement, such power being irrevocable and coupled with an interest. Copies of any documents so executed shall be promptly given to Producer.

2.4 ACTORS AND INDIVIDUALS APPEARING IN CONTENT: Producer warrants that, in addition to all Talent-related documentation necessary for the Production Project (if any), prior to commencing production of any audio-visual content hereunder, Producer will obtain and agrees to provide to MOFILM a completed and signed talent release substantially in the form attached at Schedule 1 ("**Talent Release Form**"). Notwithstanding the above, Producer must provide evidence that all Talent grants in writing all usage rights on a fully-paid-up basis that allows unrestricted worldwide usage in all media for all lawful purposes, in perpetuity. Producer shall not incorporate any actors or other talent in any audio-visual Content hereunder without advance written approval by MOFILM in each case.

2.5 If (and to the extent) applicable in relation to any individual persons appearing in a Film ("**Talent**"), Producer shall timely (and in any event prior to delivery of Content to MOFILM) notify MOFILM in writing of any such Talent (including any so-called "extra", whether willing or incidental) who is a member of SAG/AFTRA or any other union or guild and/or whether the Content was or will be produced under SAG/AFTRA or any other union or guild jurisdiction. Producer will be responsible for making or procuring all payments of session fees and other payments due to any such persons and all such applicable payments have been or will be made in accordance with any applicable unions or guilds. Producer shall produce written evidence of such payments in advance of delivery of the Content.

3. FORMAT, DELIVERY AND ASSESSMENT OF CONTENT

Treatment Submission

3.1 Producer agrees to submit to MOFILM one or more Treatments, to serve as an initial basis for the production of an initial "Pilot" Film, in accordance with any and all guidance and instructions contained in a written "brief" or as otherwise provided by MOFILM.

3.2 MOFILM shall determine whether any Treatment received is approved and selected to serve as a basis of production of a Film. MOFILM shall not be under any obligation to use or exploit any received Treatment in any manner whatsoever, nor to engage Producer to produce any content or any other derivative works therefrom.

3.3 Producer agrees to regard the Treatment and all information contained therein as confidential information that Producer shall not disclose to any third party at any time. Producer further agrees that any use by MOFILM of material similar or identical to (or containing features or elements similar or identical to those contained within) any material submitted by Producer shall not obligate MOFILM to

negotiate with Producer nor entitle Producer to any compensation if MOFILM determines that it has an independent legal right to use such material (either because such features or elements were not new or novel or were not originated by you or were or may hereafter be independently created by or submitted to MOFILM).

3.4 For the avoidance of doubt, in the event that MOFILM does not select Producer's Treatment for any further development and/or production and such decision is communicated by MOFILM to the Producer in writing, Producer shall retain all rights, title and interest in and to the Treatment and shall be free to use and exploit the Treatment in any manner.

"Pilot" Film Production

3.4 Producer agrees that in the event MOFILM selects Producer's Treatment for further development and/or production, Producer shall produce one (1) Film pursuant to such approved Treatment and any other guidance, instructions and/or recommendations of MOFILM. Producer shall use best endeavours to complete the production of Content to a first-class industry standard satisfactory to MOFILM and shall act in good faith throughout the entire duration of the Project and otherwise in relation to Content and MOFILM. Producer shall deliver the Content to MOFILM in such format(s) requested and according to dates specified by MOFILM. Prior to the commencement of production of any Film, Producer shall on request submit a detailed budget specifying all costs in connection with the production of the Content ("**Budget**").

3.5 Content shall be of professional quality and produced to industry standards for multimedia production of similar character and purpose and will materially conform to all technical requirements specified by MOFILM. Where used herein, the term "delivery" of the Content shall mean delivery by Producer of sound tracks "as recorded", high definition video, final digital file and such other material as specified herein to MOFILM or to a third party as determined by MOFILM. Each item of Content hereunder and the Results and Proceeds (as defined below) are subject to MOFILM's acceptance and approval.

3.6 Producer acknowledges that MOFILM shall be entitled to remove or to request Producer to remove any material from Content that MOFILM in its absolute discretion considers objectionable or unsatisfactory and Producer shall have no right to contest any such assessment made by MOFILM. Producer acknowledges that MOFILM shall be entitled in its absolute discretion to suggest (and/or itself make) technical or artistic corrections or alterations to any Treatment and/or item of Content. Producer agrees, in accordance with any notified suggestions, corrections or alterations, to revise and re-submit Content on request and deliver the revised Content (in compliance with such suggestions, corrections and/or alterations) to MOFILM within a reasonable time (or, if required, to MOFILM's deadline) and/or to consent to such corrections made by MOFILM.

3.7 Producer agrees and undertakes to use only the music approved by MOFILM in writing for the purpose of the Production. For the avoidance of doubt, Producer shall deliver the Film to MOFILM using only the music approved by MOFILM. Notwithstanding the foregoing, in advance of delivery of any Film to MOFILM hereunder, Producer shall obtain a fully paid, perpetual, irrevocable, worldwide license to use, reproduce, format, exhibit and publicly perform any music composition and recording thereof, as synchronized with each delivered Film, in any and all media, including without limitation, online, cinema and television exhibition ("**Music License**"). Producer shall be solely responsible for all applicable fees payable in relation to any Music License hereunder. Producer agrees to provide to MOFILM all Music License documentation in advance of delivery of the Film. Alternatively, on request Producer may use music supplied from the MOFILM Music Library without restrictions.

3.8 It shall be Producer's responsibility to produce and deliver the Film pursuant to the Final Treatment/storyboard(s)/script(s) as approved by MOFILM in writing or as reasonably modified by MOFILM (provided the same does not increase the Budget). The quality of the completed Content and Producer's accurate performance herein shall be of the essence of this Agreement. MOFILM reserves the right to terminate this Agreement as provided for below due to Producer's uncured material failure, and/or to engage a third party to correct Producer's nonconforming materials or failure to perform, at Producer's cost, should Producer fail to correct such default(s) within a reasonable period following written notice.

3.9 MOFILM shall have the sole right to determine in which manner and to what extent, if at all, any Content provided by Producer shall be used or exploited by MOFILM and shall not be under any obligation to use or exploit any such Content provided by Producer in any manner or media whatsoever.

Series Development

3.10 Producer acknowledges and agrees that MOFILM may, but shall have no obligation to, use the Film produced and delivered hereunder (including the underlying Treatment, storyboard(s), script(s) concept(s), format and character(s)) for the development and production of the Series based thereon. In the event that MOFILM in its sole and absolute discretion determines to produce the Series, the Producer agrees to discuss and negotiate with MOFILM in good faith the opportunity to act as producer and/or director for the Series.

Credit

3.11 MOFILM shall, where practicable, use reasonable endeavours to cause credits relating to each item of Content delivered to be displayed to end users when such Content is exhibited by MOFILM. Each credit shall, so far as reasonably practicable for each format and subject always to industry standard practices, be displayed in the following format: "Produced by [*name of Producer*]".

4. FEE AND BONUS

4.1 In the event that MOFILM shall select a Treatment for production of a Film, in consideration for Producer's services, assignment by Producer to MOFILM of the Content and the related rights granted hereunder, Producer shall be paid by MOFILM a fee amount between **US\$500 and US\$2500, as determined and confirmed to the Producer in writing by MOFILM upon the selection of the Treatment for production** ("**Fee**"). The Fee shall include all costs pursuant to the Production Project, as well as the entire Producer's remuneration. For the avoidance of doubt, any additional costs incurred by Producer, which have not been approved by MOFILM in advance in writing, shall be the sole responsibility of Producer and MOFILM shall not reimburse such costs or overages to Producer.

4.2 Subject to Producer's compliance with and providing services under Agreement, the Fee shall be payable within thirty (30) days of delivery and acceptance by MOFILM of the final and finished Film. On request by Producer, to be submitted in writing, MOFILM may, in its sole and absolute discretion, pay in advance an amount of up to fifty percent (50%) of the Fee prior to delivery of the Film.

4.3 The Fee (and the opportunity to earn Bonus payments): (i) constitutes sufficient consideration and full and equitable remuneration for Filmmaker's services and the products of services provided to MOFILM (including without limitation the selected Film) in relation to this Agreement; and (ii) includes any and all repeat/residual or additional use payments of any kind due to Producer or any other individual(s) or company(ies) under applicable law and/or any collective bargaining agreement. No other repeat/residuals or additional use payments of any kind shall be due to Producer or any other individual(s) or company(ies) as a result of MOFILM's exploitation of the Content. Producer shall assume all responsibilities in connection therewith, including without limitation, the payment of all wages, costs, fees and taxes, as may be applicable. For the avoidance of doubt, all licenses, fees or payments required for the use of any music, acting or other talent services contained in the Content are the sole responsibility of Producer.

4.4 Producer acknowledges and agrees that MOFILM may use or exploit any or all Films in its sole discretion including without limitation via YouTube and Facebook. In the event that MOFILM shall exhibit the Film delivered herein on any YouTube channel and/or Facebook page controlled and operated by MOFILM, MOFILM shall pay to the Producer the one-off bonus in the amount of US\$2,000 ("**First Bonus**").

4.5 MOFILM further agrees to pay to Producer the sum of further US\$2000 each time if/when such Film achieves additional one million Views on YouTube channel(s) and/or Facebook page(s) controlled and operated by MOFILM after the first one million Views on YouTube and/or Facebook has been achieved ("**Second Bonus**"). A "View" shall be defined as a credited and attributed view on www.YouTube.com or www.Facebook.com where (if featured with or within other content or

materials) the Film is viewed in its entirety. Each such payment shall be subject to MOFILM's verification of Views and confirmation of Producer's ongoing full compliance with the terms herein.

4.6 All payments to Producer hereunder will be made in US dollars and, if and where applicable, converted into other currencies at the current exchange rate when received or transferred by MOFILM, net of any bank charges. Payments may be made by bank cheque or electronic transfer.

4.7 By accepting the Fee and/or any Bonus, Producer agrees that the MOFILM shall not be liable for any loss or injury resulting from or arising in connection with the Production Project, acceptance or use of any Fee or other benefit provided by MOFILM, or any travel related thereto, unless such loss or injury is due solely to MOFILM's negligence or wilful misconduct.

5. INTELLECTUAL PROPERTY AND ASSIGNMENT OF RIGHTS

5.1 Producer agrees and acknowledges that, in consideration of payment by MOFILM of the Fee, Producer (by way of present and future assignment) assigns with full title guarantee to MOFILM all right, title and interest in the Content (and, accordingly, all Intellectual Property Rights in the Content shall be owned and controlled by MOFILM). For the avoidance of doubt, MOFILM's rights under such assignment shall include (without limitation) the exclusive, world-wide rights to use, reproduce, edit, modify, distribute, display, publicly perform, exhibit, broadcast, transmit, create derivative works from, license and/or make available the Content in any and all media (including without limitation for television and/or cinema advertising and/or internet exhibition purposes).

5.2 To the fullest extent legally possible in each country of the world, Producer hereby irrevocably waives (and undertakes to procure from each relevant individual a waiver of) all Moral Rights and Rights of Publicity in and to the Content in relation to all uses thereof by MOFILM, and their licensees or assignees.

5.3 To the extent that all rights in Content are not assigned under the above provisions, the Content and other products of the Services rendered by Producer hereunder, and any and all other contributions made in connection with the Services in whatever stage of creation or completion (and the services of any individual who renders services for Producer in connection herewith), all work product including, without limitation designs, drawings, plans, programs, ideas, information, research, strategies, work, and all other documentation (whether or not patentable) created, conceived or first reduced to practice by Producer, alone or with others, in connection with the Services, both before and after the execution of this Agreement (collectively, the "**Results and Proceeds**"), shall be deemed a work-made-for-hire for MOFILM prepared within the scope of Producer's work specifically ordered and/or commissioned by MOFILM for use in an audio-visual work, and therefore, MOFILM shall be the author and exclusive copyright owner thereof for all purposes throughout the universe, with the exception of any intellectual property rights, including without limitation copyright rights, that have been licensed from third parties for use in connection herewith. If under applicable law the foregoing is not effective to place authorship and ownership of the Results and Proceeds and all rights therein in MOFILM, then by way of assignment and transfer of present and future copyright and otherwise, Producer hereby irrevocably sells, transfers, grants, and assigns to MOFILM, all of its right, title and interest therein, whether now in existence or hereafter created, including, without limitation, all rights of ownership and authorship in and to the Results and Proceeds throughout the universe and in perpetuity, and Producer acknowledges and agrees that it shall hold no right, title, or interest in or to any such items. All rights granted to MOFILM shall vest in MOFILM immediately upon creation without reservation, condition or limitation and shall remain vested whether or not this Agreement is terminated for any reason. No rights of any kind in and to the Results and Proceeds are reserved to or by Producer or shall vest in or revert to Producer.

5.4 The brands, products and service names of MOFILM are the trademarks or trade names of MOFILM or its trading partners unless otherwise stated. Producer's use of such trademarks is limited to use within Content for the purposes of this Agreement and such authorisation may be withdrawn at any time by providing written notice to Producer (provided that once the Production Project is delivered to MOFILM, Producer shall no longer be responsible for the use of such trademarks within the Content and/or Production Project). Producer may not use such trade marks for any purpose other than within Producer's Content during the Term and for the purposes of this Agreement and Producer hereby undertakes after the close of the Production Project not to use such trademarks and

to delete or destroy all such use of such trade marks in Content controlled by Producer. Producer may not distribute products or offer services under or by reference to or otherwise use or reproduce any such trademarks, trade names or taglines without the prior written permission of MOFILM.

5.5 Producer acknowledges and agrees that any Content (and related information) provided by Producer hereunder, including other elements of Production Project, remains confidential information of MOFILM and Producer shall not disclose any details thereof to any third party without express written permission of MOFILM. Producer further acknowledges and agrees that use by MOFILM of material similar or identical to (or containing features or elements similar or identical to those contained within) any material submitted by Producer to MOFILM shall not obligate MOFILM to negotiate with Producer nor entitle Producer to any compensation if MOFILM determines that it has an independent legal right to use such material (either because such features or elements were not new or novel or were not originated by Producer or were or may hereafter be independently created by or submitted to MOFILM).

6. WARRANTIES

6.1 Each party warrants and covenants to the other party that it has the right and power to enter into and fully perform all of its obligations under this Agreement; it will comply with all applicable laws in the performance of its obligations hereunder; and, it shall bear and pay any and all governmental taxes, duties and customs of any kind, however designated, levied or based in any way upon its own performance of this Agreement or the sale, acquisition, communication or resale of any Content. Producer further warrants that, upon delivery to MOFILM of the Content, (where approved by MOFILM in advance) any and all union production payment for individuals contracted by Producer and/or Producer's assignee shall have been paid in accordance with the union contracts to which the Producer and/or Producer's assignee is a signatory, if any; and upon delivery to MOFILM of the Content, all payment for any performances, appearances and services contracted by Producer and rendered in connection herewith shall have been paid.

6.2 With respect to all Content provided by Producer hereunder, including without limitation any film, scrip/storyboard, text, recorded music, photographs, graphics or other materials, Producer hereby warrants and represents that Producer created, wrote and produced such materials and all materials contained within such materials, or that Producer has obtained all necessary written releases for the uses contemplated hereunder from the owner(s) of those materials for such use on a fully paid up basis that allows usage in all media, worldwide, for all lawful purposes, in perpetuity. If Producer provides any material comprising any pre-existing recorded content (i.e. "clips" from other films or programmes, "samples" or extracts from other records, photographs, graphics, etc), Producer must tell MOFILM and provide details at the time of posting and provide a written release to use.

6.3 SPECIFIC WARRANTIES AND REPRESENTATIONS

PRODUCER WARRANTS AND REPRESENTS TO MOFILM THE FOLLOWING:

6.3.1 ALL CONTENT IS ORIGINAL: Subject to the provisions below, all Content and material used in the Treatment(s) and/or Film(s) is the original work of Producer (or of Producer's employees and contractors pursuant to legally-binding agreements assigned all rights) and has not previously been displayed publicly, published or used on any website or broadcast or in any other communications in any country of the world. For the avoidance of doubt, Producer warrants that Producer is the sole owner of all copyright and other Intellectual Property Rights in all Content (unless otherwise notified in writing to MOFILM before the Content is delivered).

6.3.2 USE OF MUSIC: Subject to the provisions below, any use of music composed and/or recorded and/or used in the Production Project has been approved by MOFILM in writing in advance of use and is cleared in writing for use on a fully paid up basis that allows usage in all media, worldwide, for all lawful purposes, in perpetuity. Any use of music from a pre-existing source must be cleared in writing for use by Producer and notified in writing to MOFILM at the time of delivery. Producer agrees to produce written evidence of such rights clearance(s) at the time of delivery and promptly on request.

- 6.3.3 USE OF TALENT (AND/OR OTHER INDIVIDUALS APPEARING WITHIN CONTENT):** Producer warrants that written permission in the form attached hereto has been obtained for use of the name(s), likeness(es), performance(s) and/or voice(s) of each person seen or heard in the Content (and the Producer shall provide copies of such written permissions to MOFILM at the time of submission of the film) and that each such person has granted in writing all usage rights (and waived Moral Rights and Rights of Publicity) on a fully-paid-up basis, that allows unrestricted worldwide usage (including advertising use) in all media for all lawful purposes, in perpetuity. Unless otherwise notified by MOFILM in writing of other arrangements being made to pay talent compensation, Producer warrants and represents that Producer is and will be responsible for making or procuring all payments due to actors and other individuals used in the Content, including without limitation, session fees, use or reuse fees, residuals, and/or other executory obligations pursuant to any collective bargaining agreement with any entertainment, advertising or other industry labour union or guild. Producer further warrants that any and all such applicable payments have been or will be made in accordance with applicable unions or guilds. Producer shall produce written evidence of such applicable payments in advance of delivery of the Content. For the avoidance of doubt, Producer warrants that it shall notify MOFILM in writing prior to commencement of production if Producer and/or any talent featured in the Content is a member of (or has a contractual relationship of any kind with) SAG/AFTRA or any other union or guild and whether the Content was or will be produced under SAG/AFTRA or any other union or guild jurisdiction.
- 6.3.4 USE OF PHOTOS, GRAPHICS, TEXT OR OTHER THIRD PARTY MATERIAL:** Any use of photos, graphics, text or other material created, licensed or otherwise owned or controlled by any third party has been cleared in writing for all relevant rights. Any use of photos, graphics, text or other third party material from physical or online sources (including from a book, a painting, a newspaper or a website) has been cleared in writing for use by Producer and made known to MOFILM at the time of delivery. Producer agrees to produce written evidence of such rights clearances in advance of the delivery of Content.
- 6.3.5 EMPLOYEES AND “WORKS FOR HIRE”:** Where Content incorporates the work of employees of Producer or of any other third parties (or is a so-called “Work for Hire”), the Intellectual Property Rights in the Content have been assigned in writing to the employer/Producer and the Moral Rights and Rights of Publicity of such employees, workers and persons have been waived in writing to the fullest extent possible in relation to all uses of the Content. Producer shall produce written evidence of assignment in advance of delivery of the Content.
- 6.3.6 NO OBJECTIONABLE MATERIAL:** Content shall not contain imagery or audio content which: (a) is sexually explicit or suggestive, violent derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or which contains any dangerous activity or promotes the excessive or irresponsible consumption of alcohol; (b) promotes use of drugs, tobacco, firearms/weapons; (c) is obscene or offensive or endorses any form of hate; (d) contains trademarks, logos or trade dress owned by others, or advertises or promotes any brand or product of any kind (other than those supplied by MOFILM), without written permission, or contains any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (e) contains copyright materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media) without permission; (f) depicts, or is itself, a violation of any applicable law.
- 6.3.7 NO INFRINGEMENT:** The use by MOFILM of Content will not infringe any Intellectual Property Right(s) of Producer or any third party.
- 6.3.8 NOT DEFAMATORY:** The Content is not defamatory and its use by MOFILM, end users and other third parties to the best of Producer’s knowledge, will not infringe any publicity or personality rights of any person.

6.3.9 NO EARLIER CONTRACTS: Producer is not in breach of any employment, agency or commissioning contract with any third party by reason of entering into or exercising or granting any rights or performing any obligations under this Agreement.

6.3.10 EXCLUSIVITY: Save for as permitted otherwise by Clause 3.4, Producer does not currently and will not in future use, exploit, submit or authorize or cause any other person to use for any purposes, material which is the same as the Content delivered to MOFILM by Producer, including without limitation any underlying concept, format and characters.

6.4 In the event of any breach of the terms and conditions contained in this Agreement by MOFILM (but excluding third party claims brought against Producer for copyright or trademark infringement based on materials provided to Producer by MOFILM or Client hereunder), the aggregate liability of MOFILM in connection with this Agreement shall be limited to direct damages which shall not exceed the amount actually received by Producer hereunder. MOFILM shall not, in any circumstances, be liable for any indirect, incidental or consequential loss or damage. Nothing in this Agreement shall exclude or limit the liability of MOFILM for death or personal injury resulting from the negligence or wilful misconduct of MOFILM or that of its agents or employees.

6.5 Producer hereby indemnifies MOFILM (together with its associated, subsidiary and affiliated companies) and shall hold it harmless from and against any and all third party liability, loss, damages, costs, reasonable outside legal costs and disbursements, professional and other expenses of any nature whatsoever incurred or suffered by it, arising by reason or in consequence of any breach by Producer of any of the representations, warranties or obligations of Producer set out in this Agreement. MOFILM hereby indemnifies Producer (together with its associated, subsidiary and affiliated companies) and shall hold it harmless from and against any and all third party liability, loss, damages, costs, reasonable outside legal costs and disbursements, professional and other expenses of any nature whatsoever incurred or suffered by it, arising by reason or in consequence of any breach by MOFILM and/or Client of any of the representations, warranties or obligations of MOFILM and/or Client set out in this Agreement and/or arising from any third party infringement claims based on materials supplied by MOFILM or Client used in accordance herewith. To the maximum extent permitted by law, Producer explicitly releases, discharges and holds harmless MOFILM, its affiliates, subsidiaries, successors and assigns, and its respective directors, officers, employees, shareholders, attorneys, representatives and agents, from any and all liability, actions, causes of action, damages (whether actual, incidental or consequential), claims and demands whatsoever in law or equity, including all costs, which Producer now has or may assert, including but not limited to, those with respect to or in any way arising from: (i) Producer's participation in the Project or the awarding, acceptance, possession or use (or misuse) of the Fee(s) and/or Bonus(es), including without limitation liability for personal injury, death or illness arising out of participation in the Production Project; and (ii) any use of Content by MOFILM, including without limitation publication, distribution, broadcast, transmission, reproduction, editing, modification and any other use of the Content in any way it chooses and in any medium it chooses, on a worldwide basis.

6.6 Producer agrees to notify MOFILM immediately but in no event later than five (5) days after it becomes aware of any actual or threatened infringement, dilution or other impairment of any item of Content ("**Infringement**"). Upon receipt of such notice, MOFILM shall decide whether to assert or file any legal or equitable proceedings ("**Action**") with respect to such Infringement at its sole discretion. If any such Infringement has occurred, MOFILM may, in its sole discretion exercisable upon notice to Producer, either pursue the Action or authorise Producer to prosecute the Action in Producer's own name. In the event MOFILM elects to pursue such Action, Producer shall reasonably cooperate with MOFILM in the Action. If MOFILM authorises Producer to pursue the Action, Producer shall advise MOFILM of all developments in connection with the Action of which Producer becomes aware and MOFILM shall have the right to participate in such Action.

6.7 On reasonable request by MOFILM, Producer agrees and undertakes to obtain and maintain appropriate and adequate insurance cover in relation to all reasonably-anticipated potential perils for the purposes of providing the Services, with due regard for industry standard practices.

7. TERM

7.1 This Agreement shall be effective from the date written above ("**Effective Date**") and shall

continue unless and until terminated by either party immediately by written notice upon the other party becoming insolvent, or upon the occurrence of a material breach by the other party if such breach is not cured within thirty (30) days after written notice of such breach (identifying the matter constituting the breach) is received by the party in breach.

7.2 If for any reason beyond Producer's control, such as strikes, war, acts of God, riots, acts of terrorism, restraint of public authority, Producer shall be unable to produce and deliver the Content or materials as provided herein, or in the event MOFILM should desire to cancel the Production Project or to terminate this Agreement for any reason other than Producer's uncured material breach (or reasons related thereto), MOFILM shall pay Producer all approved documented out-of-pocket costs and expenses theretofore incurred by Producer in the normal routine of producing said Content until the date of termination. After termination of this Agreement and upon request, Producer shall immediately deliver to MOFILM all Content and materials created pursuant to the Production Project including, without limitation, exposed film stock, whether developed or not, and all recorded videotape, digital files and other materials produced prior to termination. For the avoidance of doubt, MOFILM shall have the right to terminate this Agreement at any time on written notice, provided (subject to set-off of any amounts owed to MOFILM hereunder) such sums in relation to costs and expenses then-incurred are reimbursed.

8. GENERAL

8.1 If either party waives any breach of this Agreement committed by the other party, such waiver shall not be deemed to be a waiver of any subsequent similar breach or of any other breach at any time.

8.2 Producer's participation in the Production Project creates no partnership, client, fiduciary or other professional or employment relationship.

8.3 On request, Producer agrees to provide the original audio and video files used during production of the Content for broadcast or other purposes (which may include uncompressed QuickTime files, final audio mix and/or separate audio tracks for dialogue, music, and effects).

8.4 Producer shall be solely responsible for any taxes on any fees received and agrees to complete and return any taxation form received (depending of country of residence) in relation to the Production Project.

8.5 If any provision of this Agreement shall be determined by any court or other tribunal of competent jurisdiction to be illegal, void or unenforceable, all other provisions of this Agreement shall nevertheless continue in full force and effect. Termination of this Agreement shall not release either party from any of its obligations hereunder which are intended to have a continuing effect.

8.6 This Agreement shall be personal to Producer, and Producer shall not be entitled to assign any of its rights or obligations hereunder without the prior written consent of MOFILM.

8.7 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any of its provisions.

8.8 Producer agrees that in the event of any default of any of the terms of this Agreement by MOFILM (or any third party), Producer's only remedy will be an action at law for damages actually suffered by Producer (if any) and in no event shall Producer be entitled to rescind this Agreement or to receive any injunctive or other equitable relief or to restrain the distribution, exhibition, advertising or other exploitation of any Content acquired by MOFILM hereunder or of any rights granted or assigned under this Agreement.

8.9 All rights and obligations hereunder shall be construed and interpreted in accordance with the laws of England and Wales and the Courts in London shall be the sole courts of competent jurisdiction.

Agreed and Signed by MOFILM:

Agreed and Signed by Producer:

SCHEDULE 1
MOFILM AUDIO-VISUAL FOOTAGE PARTICIPANT RELEASE FORM
(One per Person)

Participant Name: _____

Participant Address: _____

Participant Phone Number: _____

Producer Name: _____

Film (working title): _____

This Agreement is entered into by and between you ("**Participant**" or "**you**") and Producer. "**Producer**" includes Producer's licensees, assignees, future owners/acquirers.

Participant hereby assigns to Producer all rights of every kind and character throughout the world in perpetuity, in and to the Participant's performance, appearance, likeness, name and/or voice ("**Performance**") in connection with the Film. Participant hereby authorises Producer to: photograph, videotape, film and record (on film, tape or any other medium) the Performance (and any audition for the Performance); to edit the same at its discretion and/or to include with it the performances of others and sound effects, special effects, digital effects and/or music; to incorporate the same into the Film, trailers, posters or other materials or programs related to the Film; to use and to license others to use the Performance in any manner or media whatsoever, including without limitation for purposes of publicity, advertising, marketing and sales promotion in all media (which, for the avoidance of doubt, may include television and/or cinema and internet exhibition). For the avoidance of doubt, Participant acknowledges that Producer shall own all rights, title and property in the Performance and the Film including without limitation the so-called Moral Rights and Rights of Publicity (meaning the legal rights, which may provide the owner thereof a right to prohibit or restrict authorized commercial use of a person the actor's name, likeness, image and/or voice by a third party), and Participant hereby waives any such Rights of Publicity and/or Moral Rights the Participant may have in relation to the Film or use of the Film by Producer and/or its assigns and licensees.

Participant agrees not to assert or maintain against Producer and/or MOFILM any claim, action, suit or demand (including without limitation those grounded upon "Rights of Publicity" or other civil rights) in connection with use of the Performance and the Participant agrees to indemnify and hold harmless MOFILM and Producer from any such claims and/or actions.

The Participant agrees that in the event of any default of any of the terms of this Agreement by MOFILM (or any third party), the Participant's only remedy will be an action at law for damages, actually suffered by the Participant(if any) and in no event shall the Participant be entitled to rescind this Agreement or to receive any injunctive or other equitable relief or to restrain the distribution, exhibition, advertising or other exploitation of any Content acquired by MOFILM hereunder or of any rights granted or assigned under this Agreement.

This Agreement constitutes the entire agreement by and between Participant and Producer and supersedes any and all prior contracts, understandings, negotiations and agreements with respect to Producer and the subject matter hereof, whether oral or written. This Agreement shall be governed by the laws of England and Wales and the parties each agree to submit to the exclusive jurisdiction of the Courts in London.

The parties acknowledge that the execution of this release was completed prior to any Performance being rendered by the Participant

Participant's Signature: _____

Print Full Name (BLOCK CAPITALS): _____

Witnessed by: _____

Date: _____

Print Full Name (BLOCK CAPITALS): _____

NOTE: Participant must attach to this Agreement a signed copy of Participant's passport or, driving licence or similar government-issued identification document

Where Participant is under 18 years of age, the parent/guardian consents and approves the execution of this Agreement by the Participant and represents that the Participant shall not disaffirm the Agreement by reason of minority.

The parties acknowledge that the execution of this release was complete prior to any Performance being rendered by the Participant

Signature of Participant's Parent/Guardian: _____

Print Full Name (BLOCK CAPITALS): _____

Witnessed by: _____

Date _____

Print Full Name (BLOCK CAPITALS): _____

Parent/Guardian's address/phone/email: _____

NOTE: Guardian must attach to this Agreement a signed copy of the Guardian AND Participant's passport or driving licence or similar government-issued identification document