

FILM: "WERWULF"  
**Unit Driver – Individual Services Agreement**

with effect from

between:

(1) MIRAGE PICTURES LIMITED  
("Producer")

Address:  
Phone:

(2) Crew Member Name:  
("you"/"your")

Address:  
Phone:  
Email:

Your Country of Citizenship: Your Country of Ordinary Residence:

**Deal Terms**

Department:		Position:	
Start Date:		End Date:	

**Fees**

Base Weekly Rate:	per day week	Weekly Holiday Rate: (Holiday Entitlement at 12.07%)		<b>Weekly Rate:</b> (Base Weekly Rate plus Holiday)	
Base Daily Rate:		Daily Holiday Rate: (Holiday Entitlement at 12.07%)		<b>Daily Rate:</b> (1/ th of Weekly Rate) (Base Daily Rate plus Holiday)	
Base 6 <sup>th</sup> Day Rate: (if applicable)		6 <sup>th</sup> Day Holiday Rate: (Holiday Entitlement at 12.07%)		<b>6<sup>th</sup> Day Rate:</b> (Base 6 <sup>th</sup> Day Rate plus Holiday)	
Base 7 <sup>th</sup> Day Rate: (if applicable)		7 <sup>th</sup> Day Holiday Rate: (Holiday Entitlement at 12.07%)		<b>7<sup>th</sup> Day Rate:</b> (Base 7 <sup>th</sup> Day Rate plus Holiday)	

Payment for services rendered on 6th and 7th Days (as defined in paragraph 7 of the Standard Terms and Conditions) shall be made in accordance with paragraphs 7 of the Standard Terms and Conditions.

**Allowances**

Mobile Allowance: (if applicable)	Rate: Terms:	per 7 day week (pro-rated at 1/5 weekly rate for partial weeks)
Holiday Entitlement:	Paid holiday per year in accordance with the Regulations, pro-rated to the length of the term of Your services under this Agreement (see the Standard Terms and Conditions annexed hereto).	
Location:	Your normal place of work shall be the Production Base. However, You may be required to work at such other place or places within the United Kingdom or abroad for the purposes of performing Your duties as shall be notified to You by Producer.	
Production Base:		

**Note:** The Immigration, Asylum and Nationality Act 2006 requires that documentary evidence of eligibility to live or work in the United Kingdom be obtained from new starters prior to commencement of their engagement. To comply with this and in accordance with paragraph 16 of the Standard Terms and Conditions, please submit a copy of your passport to the production office.

**Special Stipulations:** (See special stipulations page, if applicable)

(In the event of a conflict between the Standard Terms and Conditions and the Deal Terms/Special Stipulations to this Agreement, the Deal Terms/Special Stipulations will prevail)

Producer hereby agrees to engage You upon and subject to the terms and conditions of these Deal Terms, Special Stipulations (if any) and the attached Standard Terms and Conditions which are hereby incorporated into this agreement (together, the "**Agreement**"), in the Position set forth above in connection with the making of the motion picture provisionally entitled "WERWULF" ("the Film") which Producer intends but does not undertake to make.

You acknowledge by signing this Agreement that You have read, understood and agree with all of the above Deal Terms/Special Stipulations as well as all those set out in the attached Standard Terms and Conditions. If there is any conflict between the Deal Terms/Special Stipulations and the Standard Terms and Conditions, the Deal Terms/Special Stipulations shall prevail. You also confirm that You understand that Your personal data will be processed and transferred in accordance with the terms of Producer's European Privacy Notice which has been provided to You, and any subsequent amendments thereto as notified to You from time to time.

You also acknowledge by signing this Agreement receipt of the **POLICIES & PROCEDURES BOOKLET** and confirm You have read and will abide by all such policies, including, without limitation, Producer's instructions in connection therewith. You further acknowledge that the policy documents contained in the POLICIES & PROCEDURES BOOKLET from time to time do not form part of this Agreement and can be varied at Producer's discretion. You will attend such training as may be required from time to time in respect of the policy documents contained in the POLICIES & PROCEDURES BOOKLET and on such other matters as may be notified to You from time to time. Such training will take place during Your normal working hours at no further payment to you.

THIS NOTICE IS EFFECTIVE ONLY UPON SIGNATURE OF CREW MEMBER, UNIT PRODUCTION MANAGER, FINANCIAL CONTROLLER AND THE APPROVED PRODUCTION EXECUTIVE.

APPROVED AND AGREED

Agent initials  
(if applicable)

CREW MEMBER SIGNATURE

FINANCIAL CONTROLLER

UPM

APPROVED PRODUCTION EXECUTIVE

**SPECIAL STIPULATIONS**

## UNIT DRIVER AGREEMENT – DIRECT HIRE

In consideration of the payment(s) made to Unit Driver in respect of Unit Driver's engagement in connection with the motion picture project currently entitled "WERWULF" (the "Picture" or "Film") and in accordance with the terms set out herein, Unit Driver agrees as follows:

### **Guarantees**

1. This Agreement embodies the entire agreement and supersedes any oral or written terms not specifically set forth in this memo or its attachments save that nothing herein shall exclude liability for fraudulent misrepresentation. Unit Driver's engagement under this Agreement will commence on the Start Date specified in the Deal Terms and subject to early termination as set out herein will continue as specified in the Deal Terms, until the End Date specified in the Deal Terms and/or completion of all services required by Producer hereunder. If hired on a daily basis, Unit Driver is guaranteed one day of work unless otherwise specified in the Deal Terms. If hired on a weekly basis, Unit Driver is guaranteed one week of work unless otherwise specified in the Deal Terms.

### **Payment**

2. Unit Driver represents that he/she qualifies as self-employed (as defined by HMRC) and (if applicable) is registered for VAT and acknowledges that he/she must submit weekly invoices and (if applicable) valid VAT invoices for all work undertaken hereunder. Payment shall be made weekly in arrears upon presentation of a valid timesheet and invoice (if applicable) approved by the unit production manager ("UPM"). Timesheets must be prepared and signed by Unit Driver and the UPM and reflect actual hours worked. Unit Driver will be notified in writing of the day and time by which Unit Driver's authorised timesheet must be submitted (the "**Weekly Deadline**"). Payment will only be made in the following week if such documentation is presented in advance of the Weekly Deadline and subject always to the remaining terms of this Agreement. PLEASE NOTE PAYMENTS REQUIRED TO BE MADE TO UNIT DRIVER HEREUNDER WILL ONLY BE MADE UPON RECEIPT BY PRODUCER OF A COPY OF THIS AGREEMENT SIGNED BY UNIT DRIVER.

3. Unit Driver hereby acknowledges that the monies and/or benefits herein provided to be paid to Unit Driver shall be subject to the laws and regulations in or applicable to the United Kingdom and any other country where Unit Driver is engaged by Producer under this Agreement and Producer shall have the right to deduct and withhold from any payments due to Unit Driver all withholding, income and/or other taxes, UK National Insurance contributions or other payments required to be deducted, withheld or paid by Producer pursuant to any applicable present or future law or governmental rule or regulation. In the event that Producer does not deduct or withhold such taxes or other payments and such payments subsequently become due, Unit Driver shall immediately pay any and all such taxes, UK National Insurance contributions or other payments, together with all penalties, charges and interest relating to the foregoing and Unit Driver indemnifies Producer and its Group Companies and their, successors, assigns, licensees, and the directors, officers, employees, agents and representatives of the foregoing (together "**Producer Parties**") and shall keep each Producer Party fully and effectively indemnified from and against any liability or expense in connection with such taxes or other payments (save to the extent that such recovery is prohibited by law). For the purposes of this Agreement, "**Group Companies**" shall mean Producer's ultimate holding company and all subsidiaries of such ultimate holding company and any associated company of Producer or its ultimate holding company and "holding company" and "subsidiary" shall be as defined in section 1159 of the Companies Act 2006 and "associated company" shall be as defined in the section 416 of the Income and Corporation Taxes Act 1988. If Producer makes any payment or incurs any charge at Unit Driver's request (which Producer is not obliged to do), or Unit Driver incurs any charges or is overpaid, Producer shall have the right to recoup any and all such payments or charges by either deducting them from any compensation payable to Unit Driver pursuant to this Agreement or by requiring Unit Driver to repay such payments or charges on demand immediately.

### **Status**

4. Unit Driver is not a servant or employee of Producer and for the purposes of this Agreement will be an independent contractor engaged under a contract for the provision of services. Unit Driver shall be fully responsible for and agrees to indemnify Producer Parties against all costs, claims, damages or expenses incurred by Producer Parties, or for which any Producer Party may become liable, with respect to any liability for any employment-related claim or any claim based on employee or worker status brought by Unit Driver against Producer in connection with this Agreement.

5. Without prejudice to the above and only if Unit Driver is a weekly hire:

(a) to the extent that Unit Driver's engagement set out herein is subject to the provisions of the EC Working Time Directive (1993/104/EC) (the "**Directive**") and/or The Working Time Regulations 1998 amended from time to time (the "**Regulations**"), or such other UK legislation implementing the Directive or equivalent, Unit Driver hereby agrees that for the duration of Unit Driver's engagement under this Agreement Unit Driver will work such hours as are necessary to fulfil Unit Driver's obligations hereunder even where such hours worked may exceed the maximum weekly working time as defined by Regulation 4 of the Regulations. Unit Driver may withdraw such agreement by 3 months' written notice to Producer (or a period equivalent to the period of engagement, whichever is the shorter) at any time during Unit Driver's engagement. Unit Driver will comply with any requests made or measures imposed to enable Producer to monitor Unit Driver's working time and failure to do so will be a material breach of this Agreement.

(b) Unit Driver will be paid holiday at the rate of 5.6 weeks per annum, pro rata to the length of Unit Driver's engagement. Holiday may be taken by Unit Driver by agreement with Producer, provided Unit Driver gives Producer at least 2 weeks' notice. Producer shall be entitled to refuse Unit Driver permission to take leave requested within a period equivalent to the period of the leave. Upon termination of Unit Driver's engagement, Unit Driver will be entitled to payment in lieu of any holiday entitlement accrued but untaken in that holiday year. For the purposes of calculating the amount of such entitlement, Unit Driver will receive holiday pay at a rate of 12.07% of Unit Driver's Rate multiplied by the number of days/weeks of Unit Driver's engagement if no holiday is taken, or calculated on a pro rata basis accordingly if holiday is taken, in accordance with the Regulations. Holiday pay is not payable on Overtime and 6th and 7th days. In the event that Unit Driver has taken in excess of Unit Driver's leave entitlement on the date this Agreement terminates, such overpayment (calculated at the Daily Rate for each day of leave taken in excess of Unit Driver's entitlement) shall be deducted from the final payment(s) of the Weekly Rate.

(c) Producer may require Unit Driver to take all or part of Unit Driver's holiday leave entitlement on a designated day or days as Producer may decide in its sole discretion provided that Producer shall give Unit Driver at least 5 days' notice. If Unit Driver is not required to provide services on an England Public Holiday or, if Unit Driver is in another country, a Local Public Holiday, such day may be considered a paid holiday and paid at the Daily Rate for the purpose of the Regulations at Producer's discretion.

(d) If Unit Driver is unable to attend work due to sickness or injury Unit Driver is required to notify Unit Driver's manager as soon as possible on the first day of Unit Driver's absence and keep Producer regularly updated thereafter. Unit Driver may be required to produce a medical certificate to cover any period of absence due to injury or ill-health. Producer shall pay Unit Driver Statutory Sick Pay as applicable in respect of any period of absence.

(e) If requested by Producer, Unit Driver agrees to submit to a medical examination by a doctor nominated by Producer (at the expense of Producer) whether or not Unit Driver is absent by reason of sickness, injury or other capacity. If Unit Driver fails to attend such an examination without reasonable excuse or if Producer believes Unit Driver is fit to return work and Unit Driver does not do so, Unit Driver's engagement may be terminated without notice. Unit Driver hereby authorises Producer to have access to any report prepared as a result of such examination.

### **Working day and working week**

6. Unit Driver's working day and working week is flexible. Producer shall pay Unit Driver a daily rate of \_\_\_\_\_ per 12 hour day (which shall consist of an 11 hour working day with 1 hour of travel time (30 minutes of travel time at the beginning of the day and 30 minutes of travel time at the end of the day)). If Unit Driver is still rendering services after 12 hours, then overtime will become payable at the rate of \_\_\_\_\_ per hour payable in 30 minute increments. No overtime shall be worked or paid for without the prior written approval of the UPM.

7. If Unit Driver's Weekly Rate is based on a 5-day week (being any 5 days in 7) and Producer requests Unit Driver to work on a 6th consecutive day, Unit Driver shall be paid 1.5 times the Daily Rate for any such 6th consecutive day worked. If Unit Driver's Weekly Rate is based on a 5-day week (being any 5 days in 7) and Producer requests Unit Driver to work on a 7th consecutive day, Unit Driver shall be paid two times the Daily Rate for any such 7th consecutive day worked. If Unit Driver's Weekly Rate is based on a 6-day week (being any 6 days in 7) and Producer requests Unit Driver to work on a 7th consecutive day, Unit Driver shall be paid two times the Daily Rate for any such 7th consecutive day worked. Daily hires requested by Producer to work a 7th consecutive day shall be paid two times the Daily Rate for any such 7th consecutive day worked.

### **Public holidays, rest days and hiatus periods**

8. No designated England bank or public holidays ("**England Public Holiday**") or, if Unit Driver is providing the services in another country, public holidays in any such other country ("**Local Public Holiday**"), are to be worked without the prior approval of the UPM. If Producer requests Unit Driver to work on an England Public Holiday or, if Unit Driver is in another country, a Local Public Holiday, Unit Driver shall be paid two times the Daily Rate for any such England Public Holiday or Local Public Holiday. Unit Driver shall not be compensated for an England Public Holiday worked in a country other than England. No payment will be made for rest days at a Distant Location (as defined below) or for a Hiatus (as defined below) unless Producer requires Unit Driver to work in accordance with this paragraph 8.

9. If Unit Driver is a weekly hire, Unit Driver acknowledges and agrees that Producer may, at its sole discretion, elect to close production of the Film for one or more unpaid hiatus periods ("**Hiatus**"). During the Hiatus, no compensation, fees, box or equipment rentals will be paid. If Unit Driver is at a Distant Location when Producer elects to call a Hiatus, then Producer will either elect to provide return transportation in accordance with paragraph 14 or continue to pay Unit Driver at Producer's sole discretion.

### **Travel**

10. In the event that Producer requires Unit Driver to travel to a Distant Location (as defined in paragraph 14) on a day outside Unit Driver's contracted working week, Unit Driver shall be paid the Daily Rate. Travel days are not counted for the purposes of 7th consecutive day payments and will be paid at the specified Daily Rate. For the avoidance of doubt, travel time following a Turnaround Day (defined below) will not attract any additional payment such as a "Double Day" or Overtime payment.

### **Night work**

11. If during principal photography of the Film, Producer requires Unit Driver to render Unit Driver's services for a working night, Unit Driver shall be paid for a turnaround day (i.e. a rest day after night) equivalent to the Daily Rate (a "**Turnaround Day**"). Unit Driver shall not be paid a Turnaround Day for any otherwise scheduled rest day(s) or night(s) that fall within a continuous period of night work or if Unit Driver is otherwise receiving payment for that day, and only one Turnaround Day will be paid following any continuous period of night work. Any additional payments for night work will be up to Producer's sole discretion.

### **Petty cash, p-cards and meal allowances**

12. All petty cash and p-card expenditures must be documented by valid original receipts and be submitted for reimbursement within 7 days of expenditure. Petty cash and p-cards shall be reimbursed in accordance with the guidelines set up by the Financial Controller of the Film. Unit Driver hereby authorizes Producer to deduct any outstanding balance in Unit Driver's petty cash or p-card advance fund or unsettled hotel incidentals from Unit Driver's final payroll cheque if not cleared prior to termination. No petty cash or p-card "away from Production Base" meal allowances for Unit Driver's services rendered outside the Production Base (as defined below) will be paid to Unit Driver without the prior approval of the UPM of the Film. Meal allowances will be paid if catering is not provided on locations or if there is no canteen facility available at a studio.

### **Recoverable assets**

13. Unit Driver is responsible for all recoverable assets purchased or promoted for the Film. Such items must be safeguarded, inventoried, and reconciled with accounting at wrap. Unit Driver must comply with the Anti-Theft Policy and no asset may be sold, traded, or given away without written approval as detailed therein. All purchased items are the property of Producer.

### **Transport and accommodation**

14. If Producer requires Unit Driver to work a significant distance from the place where the production is carrying out the majority of its work (the "**Production Base**") (such alternative

location to be referred to as a "Distant Location" when designated as such by Producer) Producer will at its sole discretion either: a) reimburse Unit Driver's reasonable travel costs (including fuel costs); or b) provide return transportation, by air (if appropriate), and will provide hotel accommodation (room only) where Producer deems necessary, and at Producer's sole discretion either a per diem or meal allowance. Flights with a flying time of less than four hours will be provided in economy class. Flights over 4 hours in duration will at Producer's sole discretion be either in economy, premium economy or business class or by charter plane. All other costs will be Unit Driver's own responsibility and must be paid by Unit Driver. Transportation to and from overnight and local location(s) will at Producer's sole discretion. Fuel costs will only be paid if Unit Driver uses Unit Driver's vehicle. UNIT DRIVER ASSUMES ALL RISK, LIABILITY AND COST of any and all travel to overnight and local location(s) that is not provided by Producer.

## Policies

15. Unit Driver agrees to render services exclusively to Producer during the period of Unit Driver's engagement and to comply with the rules and regulations of Producer and Producer's instructions in accordance with the terms and conditions of this Agreement and in collaboration with such persons and at such times and places as the Producer may require. Unit Driver shall comply with all applicable laws when rendering his or her services hereunder. Unit Driver will perform all duties to the best of Unit Driver's skill and ability and shall notify Producer of any illness or incapacity which may affect the performance of Unit Driver's services hereunder. Unit Driver shall comply with Producer's Policies including those contained in the Policies & Procedures booklet and any health and safety policy, provided that all reference to "employee" in such policies shall apply to Driver, to the standards of a first class professional driver and will at all times and in his/her dealings with all persons act in Producer's utmost best interests in relation to the Picture and do nothing which is or could be adverse to the prospects of the Picture and shall not engage in any misconduct whilst rendering services hereunder (including during breaks) including, but not limited to, being disrespectful towards high-profile passengers, breaching the Producer's Respect in the Workplace policy and/or failing to comply with road traffic rules and regulations (as more particularly described below). Unit Driver shall keep Producer informed of his/her whereabouts and telephone numbers at all times during the working day.

## Insurance

16. Insurance coverage on items (including without limitation computers, printers, cameras, bags etc) or vehicles rented from Unit Driver is Unit Driver's responsibility unless set out otherwise on a box rental rider. Unit Driver warrants and undertakes that Unit Driver has and shall retain at Unit Driver's own expense during the engagement hereunder a full driving licence and valid fully comprehensive vehicle insurance (permitting business use) in the form required by Producer, that any vehicle supplied by Unit Driver has a valid and subsisting MOT with all due road tax having been fully paid, and that the foregoing shall remain the case throughout the period of the engagement hereunder. Unit Driver shall submit all vehicles supplied by Unit Driver for regular servicing as Producer may require. Unit Driver shall on request provide Producer with such documentation as Producer may require to evidence compliance with this paragraph, including but not limited to a copy of (i) Unit Driver's valid driver's licence; (ii) Unit Driver's Private Hire Insurance certificate; (iii) Unit Driver's V5 car information copy (for CO2 emissions data); (iv) Unit Driver's MOT certificate (if the vehicle is over 3 years old); (v) Unit Driver's passport; (vi) Unit Driver's PCO licence; and (vii) Unit Driver's limited company or VAT registration pages (if applicable), and Producer shall have the right to conduct its own checks to establish the same.

## Warranties, representations and indemnities

17. Unit Driver warrants, represents and undertakes that: (i) Unit Driver has and shall maintain during the subsistence of this Agreement the right to work in the UK and will provide evidence of the same upon request by Producer; (ii) Unit Driver will not pledge Producer's credit, or order goods, or incur any liabilities without Producer's prior approval; (iii) Unit Driver has the right to enter into this Agreement and to grant all rights granted or purported to be granted and is exclusively entitled to give all assurances, confirmations, waivers and agreements set out herein to enable Producer to exploit the Picture and the Results and Proceeds (as hereinafter defined) without making any further payment (iv) the Results and Proceeds shall be wholly original and Producer's use of them will not in any way infringe upon or violate any copyright nor any rights of privacy, nor publicity, common law rights, nor any other rights of any third party, nor constitute a libel or slander against any person, firm or company.

18. Unit Driver shall indemnify each Producer Party on demand and hold all Producer Parties harmless from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred, directly or indirectly, by any Producer Party in consequence of: (i) any breach, non-performance or non-observance by Unit Driver of any of the agreements, conditions, obligations, representations, warranties and undertakings on Unit Driver's part contained in this Agreement; and (ii) Unit Driver's use of a personal vehicle in connection with the Picture.

19. Unit Driver shall indemnify and keep Producer indemnified from and against any and all losses, demands, costs, claims, damages, expenses (including reasonable legal expenses and VAT thereon) and liabilities suffered or incurred, directly or indirectly, by Producer in consequence of any breach, non-performance or non-observance by Unit Driver of any of the agreements, conditions, obligations, representations, warranties and undertakings on his/her part contained in this Agreement. Unit Driver acknowledges that this indemnity shall survive the completion of his/her services hereunder.

20. Unit Driver hereby represents and warrants that Unit Driver is aware of the Foreign Corrupt Practices Act ("FCPA") and the UK Bribery Act 2010 ("UK Act") and has taken no action and will take no action which would be in violation of the FCPA or the UK Act, nor put Producer, its subsidiaries, assignees and/or affiliates in violation of the FCPA or the UK Act. Without limiting the generality or the foregoing, Unit Driver represents and warrants that Unit Driver has not made and will not directly or indirectly make, any payment(s) or give(n) anything of value to: (a) any government employee or official; (b) anyone who exercises a public function for or on behalf of a country or territory or for any public agency or public enterprise; (c) anyone working in an official capacity for a government, government entity (including employees of government owned or controlled corporations) or public international organisation; (d) any political party, official of a political party or candidate; (e) an intermediary for payment to any of the foregoing; or (f) to any other person or entity - or receive anything of value from anyone - with respect to the Picture, or any activity related thereto for the purpose of influencing any decision and/or action of any such person, in violation of the law of the United States, the United Kingdom or any other applicable anti-corruption laws. It is the intent of the parties that no payments or transfers of value shall be made or received that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business. This Paragraph shall not, however, prohibit normal and customary business

entertainment or the giving of business mementos of nominal value provided that such activities are not prohibited by applicable laws.

## Publicity and rights

21. Unit Driver hereby irrevocably and unconditionally grants to Producer the right without further payment to photograph and make motion pictures and sound recordings of Unit Driver's physical likeness and voice in connection with the advertising or exploitation of the Picture and products based thereon including without limitation in connection with "behind the scenes" and "making of" film and tapes and in any EPK (Electronic Press Kit) in respect of the Picture in any format and in any and all media now known or hereafter devised throughout the world and in perpetuity.

22. Unit Driver with full title guarantee hereby irrevocably and unconditionally grants and assigns to Producer (by way of present grant and assignment of present and future rights including copyright) free of all charges and encumbrances with full title guarantee the entire copyright and all other rights of every

kind and nature in, to and with respect to the results and proceeds of Unit Driver's services hereunder or otherwise in connection with the Picture (including all literary, dramatic, musical and artistic works written or created by Unit Driver) together with any and all rights that Unit Driver may now have or may hereafter become entitled to in or in relation to the Picture (including any so-called rental or lending rights and similar rights all performer's rights and all satellite broadcasting and cable retransmission rights) ("Results and Proceeds") for Producer its successors, licensees and assigns to hold absolutely throughout the universe during the full period of copyright and all possible renewals, reversions and extensions thereof and thereafter (insofar as may be or become possible) in perpetuity. Unit Driver acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including, without limitation, the exclusive right to register the copyright in any embodiment of said Results and Proceeds of Unit Driver's services hereunder as owner and author thereof, and shall have the right to use, distribute, advertise, exhibit and otherwise exploit any or all of the foregoing in any manner and in any media, whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer in its sole discretion shall determine.

23. It is acknowledged and agreed by Unit Driver that the sums payable to Unit Driver hereunder constitutes full consideration for all of Unit Driver's services and all rights in and to the Results and Proceeds (as defined above) under this Agreement and includes without limitation full and equitable remuneration for all of Unit Driver's rental and lending rights (if any) in the Picture and the Results and Proceeds and the exercise by Producer, its licensees and successors in title of such rental and lending rights in the Results and Proceeds and the Picture.

24. Unit Driver hereby waives, pursuant to Section 87 of the Copyright Designs and Patents Act 1988 (the "Act") unconditionally, irrevocably and in perpetuity in favour of Producer its successors, licensees and assigns, all rights under Sections 77 to 85 and 205C to 205N inclusive of the Act in respect of any and all Results and Proceeds of Unit Driver's services hereunder and all other moral and author's and performer's rights of a similar nature whether now existing or hereafter conferred under the laws of any jurisdiction and unconditionally grants and confirms to Producer, its successors, licensees and assigns each and every consent that may be required under the Act and any other laws now or in future in force in any part of the world which

may be required for the exploitation throughout the universe by Producer, its successors, licensees and assigns of Results and Proceeds. As a separate undertaking, Unit Driver agrees not to take any legal action in any jurisdiction on the ground that the Picture (or any version of the Picture) or the use of the Results and Proceeds in any way constitutes an infringement of any such rights.

## Confidentiality

25. As an essential condition of this Agreement, Unit Driver shall keep confidential all matters and information relating to the Picture, Unit Driver's services hereunder, the terms of this Agreement and Producer's affairs and the affairs of any Producer Party generally and any information received or obtained by Unit Driver as a result of Unit Driver's engagement hereunder including in particular information regarding any character in the Picture, the script, the cast, the crew, the financing arrangements and the technical and creative processes involved in the making of the Picture. Unit Driver shall not at any time disclose, discuss or provide any comment upon any aspect of the foregoing with or to third parties without Producer's written consent, nor take any unauthorised photographs, or video recordings, or pass on or cause to be released to any person any information, photographs or things coming into Unit Driver's possession or control by reason of Unit Driver's engagement hereunder, whether to a single or multiple recipient(s) or onto the internet or by means of any other technologies, including without limitation all social media and social networking websites such as Twitter Facebook and Instagram, blogs, multimedia messaging (e.g., SMS, MMS, email and other technologies), and the like.

## Traffic rules

26. It is strict Producer policy that Unit Driver abide by all road traffic rules and regulations in force from time to time within the UK whilst Unit Driver is rendering services hereunder (including during breaks). Producer shall not be responsible for any fines, tickets or penalties levied against Unit Driver by virtue of Unit Driver's misconduct or violation of the same. Producer shall have no liability to Unit Driver, or his or her heirs, successors, insurers and/or assigns, or any other third party with respect to any loss (including loss of use), theft, and/or damage of any kind to any of Unit Driver's personal effects or personal property and shall not have any obligation to obtain any insurance coverage for the personal effects or personal property of Unit Driver, including without limitation tools, computers or vehicles. Unit Driver shall not do anything voluntarily or omit to do anything which may void the insurance policies that Producer will have in effect to all personnel rendering services in connection with the Picture.

## Drugs and alcohol

27. It is strict Producer policy that Unit Driver must not use drugs or other artificial stimulants or controlled substances or alcoholic beverages whilst on duty, including whilst in any vehicle, or beforehand if such usage impacts or should impact Unit Driver's ability to provide the services to Producer. ("Drugs" in this context shall be construed as all illegal substances and substances obtainable by prescription only; in the case of the latter, the use and/or possession of such substances is permissible when prescribed by Unit Driver's medical doctor including use under working conditions and if used in accordance with such prescription.) If Unit Driver chooses not to respect and observe this policy, this may be considered a breach of the terms of this Agreement and Producer may immediately terminate this Agreement.

#### Data protection

28. Producer hereby notifies Unit Driver of Producer's intention to process Unit Driver's personal data in accordance with the terms of Producer's Privacy Notice which has been provided to Unit Driver, and any subsequent amendments thereto as notified to Unit Driver from time to time.

#### Suspension/Termination

29. Unit Driver's engagement will terminate automatically on the End Date without the need for notice.

30. If Unit Driver is a daily hire:

a. Producer may suspend Unit Driver's services under this Agreement at any time on verbal notice to Unit Driver with immediate effect. During any suspension, Unit Driver's fee hereunder shall be suspended;

b. Producer may terminate Unit Driver's engagement under the Agreement at any time on oral notice to expire at the end of Unit Driver's day of engagement.

31. If Unit Driver is a weekly hire:

c. Either Producer or Unit Driver may terminate Unit Driver's engagement under this Agreement at any time by giving 7 calendar days prior written notice. Notice may be given by email and shall be deemed delivered at the time of sending provided that no "bounce-back" message is received;

d. Producer may suspend Unit Driver's services under this Agreement at any time on notice to Unit Driver (written or oral, but if oral, written notice, which may be by email, shall be provided as soon as reasonably practicable) with immediate effect.

32. Producer, at its sole discretion, reserves the right, in circumstances where notice to terminate this Agreement is given by either Unit Driver or by Producer in accordance with paragraph 30/31, to pay Unit Driver in lieu of notice or any part of Unit Driver's notice period (less any deductions Producer is required by law to make) by making a payment equal to Unit Driver's basic contracted rate calculated over the relevant period.

33. In addition, Producer may summarily, without notice, terminate Unit Driver's engagement under this Agreement at any time if Unit Driver fails to comply with the obligations set out in this agreement or if Unit Driver commits any act of gross misconduct or a material breach of this Agreement. An act of gross misconduct shall include, without limitation, a serious breach of the Respect in the Workplace policy or any act defined as gross misconduct in the Policies and Procedures Booklet.

34. If Unit Driver's engagement is terminated, for any reason whatsoever, such termination is without prejudice to any other claim or right Producer may have against Unit Driver including, without limitation, Producer's entitlements to the rights in and to the results and proceeds of Unit Driver's services hereunder. Any termination of Unit Driver's engagement or this Agreement shall not affect any assignment or grant of rights to Producer herein. Upon termination of this Agreement, Unit Driver shall be entitled to any accrued unpaid fees up to the date of termination (or the date of any suspension preceding the termination, as applicable) unless such termination is due to a breach of this Agreement by Unit Driver and thereafter Producer shall not be liable to Unit Driver.

#### No injunction

35. All rights granted and assigned under this Agreement shall be irrevocable and shall not be subject to any reversion or termination. In the event of any breach of this Agreement by Producer, Unit Driver's sole remedy shall be an action at law for damages, if any. In no event shall Unit Driver seek or be entitled to seek or obtain injunctive or other equitable relief.

#### Child protection

36. Producer is committed to safeguarding and child protection, and the physical and emotional welfare of every child involved in the Picture is of the absolute highest importance. In addition to complying with Producer's policies and procedures, Unit Driver warrants and represents that Unit Driver does not have any unspent convictions for sexual offences pursuant to the Sexual Offences Act 2003 or otherwise and Unit Driver has never been subject to any investigation, disciplinary action or sanction relating to any involvement with children or vulnerable groups. Unit Driver acknowledges that its services in connection with the Picture may involve working with children. At Producer's discretion (or as required by law in force from time to time), Unit Driver's engagement may be subject to the obtaining by, or on behalf of, Producer, of a disclosure ("Disclosure") from the Disclosure and Barring Service or, if applicable, any similar organization ("DBS"). If Unit Driver's engagement is subject to the obtaining of a Disclosure, the below provisions of this paragraph will apply to this Agreement. Unit Driver agrees to co-operate fully with the DBS and any reasonable requests from Producer or its designee and to use Unit Driver's best endeavours to ensure that a Disclosure is obtained as soon as reasonably possible. Producer considers any failure to comply fully with this provision to be a material irremediable breach of this Agreement and Producer may therefore terminate this Agreement. If Producer

does not receive a Disclosure within a reasonable period of time from the commencement of Unit Driver's engagement in connection with the Picture, Producer reserves the right to terminate the Agreement. If a Disclosure is obtained and the contents of the Disclosure are not acceptable to Producer, Producer reserves the right, in its sole discretion, to terminate Unit Driver's engagement with immediate effect.

#### Disciplinary and Grievance

37. The disciplinary procedure in connection with Unit Driver's engagement is in the Policies and Procedures Booklet. The disciplinary procedure does not form part of this Agreement. A grievance procedure in connection with Unit Driver's engagement is in the Policies and Procedures Booklet. If Unit Driver has a grievance Unit Driver should initially seek redress with Unit Driver's immediate Manager. The grievance procedure does not form part of this Agreement. Unit Driver may be suspended from Unit Driver's services during an investigation into disciplinary, grievance or other allegations concerning Unit Driver's conduct or otherwise relating to respect in the workplace. During such time, Unit Driver will be available to cooperate with the investigation. Unit Driver may also raise any concerns arising from Unit Driver's engagement in accordance with the Producer's Respect in the Workplace policy.

#### Entire agreement

38. This Agreement expresses the entire agreement understanding of the parties hereto with respect to the subject matter hereof and replaces any and all former agreements,

understandings and representations relating in any way to the subject matter hereof. No modification, alteration or amendment of this Agreement shall be valid or binding unless it is in writing and signed by or on behalf of each of the parties to this Agreement. Unit Driver hereby agrees to execute any and all documents Producer deems in its interest to vest in or confirm to Producer, its successors, licensees and assigns the copyright and any other rights assigned or granted or purported to be assigned or granted to Producer under this Agreement to Producer.

#### Assignment

39. Producer has the right to assign the benefit of this Agreement in whole or in part to any other person, firm or company it may wish, provided that all the terms and conditions of the foregoing shall be binding upon such assignee. This Agreement and Unit Driver's rights and obligations hereunder may not be assigned by Unit Driver.

#### Third parties

40. Except insofar as this Agreement expressly provides that a Producer Party may in his own right enforce a term of this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

#### Governing law

41. This Agreement (and any and all non-contractual claims and/or disputes arising in connection with it) shall be governed by and construed in accordance with the laws of England and Wales and each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales.

#### Daily hires

42. If Unit Driver is a daily hire, references to weekly rates and payments will not apply to Unit Driver's engagement.

#### Production Office Check:

- Passport (copy)
- Insurance (copy)
- Driving Licence