

Crew – Major Motion Picture - Loanout Services Agreement

with effect from

between:

(1) MIRAGE PICTURES LIMITED ("Producer")			
Address:			
Phone:			
(2) Lender Name: ("you"/"your")			
Address:			
Crew Member Name:			
Phone:			
Email:			
Country of Citizenship:		Country of Ordinary Residence:	
Deal Terms			
Department:		Position:	
Start Date:		End Date:	
Fees			
Weekly Rate:	per 5 day week	Daily Rate: (1/5 th of Weekly Rate)	
Total Hourly Rate:		For Weekly Crew: Weekly Rate ÷ 55 OR for Weekly Electrical Rigging Crew: Weekly Rate ÷ 45 OR for Daily Crew: Daily Rate ÷ 11 OR for Daily Electrical Rigging Crew: Daily Rate ÷ 9	
6 th Day Hourly Rate:		7 th Day Hourly Rate:	
Minimum hours on 6 th / 7 th day		Payment for services rendered on 6th and 7th Days (as defined in paragraph 3.1 of the Standard Terms and Conditions) shall be made in accordance with paragraphs 3.1 of the Standard Terms and Conditions.	
Camera OT Rate:		Non-Shoot OT Rate:	
Allowances			
Car Allowance: (if applicable)	Rate: Terms:	per 7 day week (pro-rated at 1/5 weekly rate for partial weeks)	
Equipment Rental: (if applicable)	Rate: Terms:	per 7 day week (pro-rated at weekly rate for partial weeks) capped at	
Box Rental: (if applicable)	Rate: Terms:	per 7 day week (pro-rated at 1/5 weekly rate for partial weeks) capped at	
Computer Rental: (if applicable)	Rate: Terms:	per 7 day week (pro-rated at 1/5 weekly rate for partial weeks) capped at	
Mobile Allowance: (if applicable)	Rate: Terms:	per 7 day week (pro-rated at 1/5 weekly rate for partial weeks)	
Location:	Crew Member's normal place of work shall be the Production Base. However, Crew Member may be required to work at such other place or places within the United Kingdom or abroad for the purposes of performing Crew Member's 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 engagement. To comply with this and in accordance with paragraph 21 of the Standard Terms and Conditions, please submit a copy of Crew Member's 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 to provide Crew Member's services upon and subject to the terms and conditions of these Deal Terms, Special Stipulations (if any) and the attached Standard Terms and Conditions and Inducement Letter 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 agree to procure that Crew Member signs the attached inducement letter.			
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 and Crew Member understand that Crew Member's 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 Crew Member, and any subsequent amendments thereto as notified to You and Crew Member from time to time.			
Producer shall have the right, but not the obligation, to substitute Crew Member as a party to this Agreement in Your place, and all sums payable pursuant to this Agreement to You for such services shall instead be payable to Crew Member. Producer shall have the right to deduct or withhold from payments hereunder any amounts required to be deducted or withheld under the provisions of any now or hereafter existing law, ordinance, regulation or collective bargaining agreement, or if Producer or Producer's advisors determine, pursuant to any law, that it is prudent to make any deduction or withholding, including without limitation, in respect of any UK income tax (or United States federal, state and local income tax, if applicable) and any other payroll tax deemed by Producer or Producer's advisors to be applicable. Such substitutions will be irrevocable and cannot be modified, terminated, or revoked without the prior written consent of Producer. If required by Producer, Crew Member shall enter into a separate agreement for Crew Member's services bifurcating the terms and conditions set forth in this Agreement.			
The foregoing rights are in addition to and without limitation of Producer's rights and remedies in accordance with the Terms and Conditions attached hereto.			
You also acknowledge by signing this Agreement receipt of the POLICIES & PROCEDURES BOOKLET and confirm You have read and will abide by and will procure Crew Member abides by all such policies, including, without limitation, Producers 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 shall procure that the Crew Member you employ shall attend such training on the POLICIES & PROCEDURES as may be required from time to time.			
THIS NOTICE IS EFFECTIVE ONLY UPON SIGNATURE OF LENDER, UNIT PRODUCTION MANAGER, FINANCIAL CONTROLLER AND THE APPROVED PRODUCTION EXECUTIVE.			
APPROVED AND AGREED			
LENDER SIGNATURE		Agent initials (if applicable)	FINANCIAL CONTROLLER

LENDER SIGNATURE

SPECIAL STIPULATIONS

CREW STANDARD TERMS & CONDITIONS

1. **Guarantees:** This Agreement embodies the entire agreement and supersedes any oral or written terms not specifically set forth on this memo or its attachments save that nothing herein shall exclude liability for fraudulent misrepresentation. Crew Member'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 until the End Date specified in the Deal Terms and/or completion of all services required by Producer hereunder (the "Term"). If hired on a daily basis, You are guaranteed one day of work unless otherwise specified in the Deal Terms. If hired on a weekly basis, You are guaranteed one week of work unless otherwise specified in the Deal Terms. This Agreement can be terminated by Producer in the manner specified in paragraph 26.

2. Payments

2.1 Producer shall pay You the Daily or Weekly Rate (as applicable, hereinafter referred to as "**The Rate**") as set out in the Deal Terms for each day/week of Crew Member's engagement under this Agreement as consideration for all services performed by You or Crew Member in accordance with this Agreement and for all rights granted to Producer under this Agreement. The Rate is all inclusive and includes, without limitation, all applicable Prep and Wrap Periods (as defined in paragraph 3.1) and Included Travel (as defined in paragraph 4.3) which is appropriate to Crew Member's position during preparation, shooting and wrap/post-production of the Film, all night work, night premium payments, travel days, early starts, training required by Producer, late starts, split days, and idle days, if any, at a Resident Location (as defined in paragraph 4.1) and travel to and from Your base or hotel to the studio and any daily locations used in connection with the Film that are within 30 road miles from the Production Base or Your hotel if at a Resident Location, except as expressly provided herein. Producer reserves the right to nominate a different Production Base for pre-production, production and/or post-production of the Film. You and Crew Member hereby acknowledge and agree that the remuneration payable hereunder includes consideration for the assignment to and exercise by Producer, its successors-in-title and licensees, of the rental, lending, satellite broadcast and cable re-transmission rights in the Film and that, without prejudice to Your or Crew Member's rights at law, such payment constitutes full, equitable and adequate remuneration for the grant and/or exercise of all such rights.

2.2 Payments will be made weekly upon presentation of a timesheet and if required, a valid invoice, approved by the Unit Production Manager of the Film (the "**UPM**"). Timesheets must be prepared and signed by You and Crew Member's Head of Department and reflect actual hours worked. You will be notified in writing of the day and time by which the 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. To receive applicable payments, the following must also be presented for the week worked:

2.2.1 Itemised pre-approved mileage claimed in accordance with paragraph 4.1 should be recorded on the designated form and will be paid via payroll at the rate set out in the current HMRC guidelines, to be detailed on a separate mileage form.

2.2.2 Overtime payments and 6th and 7th Day payments under paragraph 3.1 must be detailed on the timesheet. **All Overtime and 6th and 7th Day working must be approved in advance by the UPM.** Any late claims for Overtime may be refused at Producers discretion.

PLEASE NOTE PAYMENTS REQUIRED TO BE MADE TO YOU HEREUNDER WILL ONLY BE MADE UPON RECEIPT BY PRODUCER OF A COPY OF THIS AGREEMENT SIGNED BY YOU. You hereby acknowledge that the monies and/or benefits to be paid/provided to You shall be subject to the laws and regulations in or applicable to the United Kingdom and any other country where You are engaged by Producer under this Agreement and You agree that an amount equal to the amount of tax (if any) and any other charges (including without limitation any UK National Insurance contributions) so assessed and paid over by Producer to the authority concerned shall be deducted from the monies becoming due and payable to You hereunder.

2.3 You consent to Producer deducting from The Rate any and all monies payable and reimbursable to Producer by You and all sums which You or Crew Member owe Producer at any time including (without limitation) damage to Producer's or a third-party's materials or property or to accommodation provided for Crew Member's use during Your engagement under this Agreement.

3. Working day/night and working week

3.1 The working day and week shall be flexible as dictated by the shooting schedule of the Film. There are no normal working hours associated with this Position. Producer reserves the right to schedule split days, early starts, late starts, extended days, short lunch breaks and night shoots during such working week. The typical working week will be based on a 5 day work week, defined as any 5 work days within a 7 day period. Notwithstanding the foregoing, Producer may, in Producer's absolute discretion, require Crew Member to work on a 6th or 7th Day (as defined in paragraph 3.1), subject to payment in accordance with paragraph 3.1. No 6th or 7th Days or an England Public Holiday or Local Public Holiday (as hereafter defined in paragraph 3.4) are to be worked without the prior approval of the UPM. If Producer requests Crew Member to work on (i) a 6th consecutive day or night ("**6th Day**"), You shall be paid 1.5 times the Total Hourly Rate for hours actually worked at Producer's request on such 6th Day; and/or (ii) if Producer requests Crew Member to work on a 7th consecutive day or night ("**7th Day**"), You shall be paid two times the Total Hourly Rate for hours actually worked on any such 7th Day, excluding any Prep and Wrap Period and Included Travel, in each case subject to a minimum guarantee of 6 hours (or 8 hours if Crew Member is a member of shooting crew), such rates (and any Overtime which Crew Member is required to undertake on any such 6th Day or 7th Day as applicable) being subject to the Maximum Overtime Rate (and to the Minimum Overtime Rate if Crew Member is a

member of shooting crew rendering services for the purposes of filming). For the purposes of calculating the consecutive days or nights worked in accordance with this paragraph 3.1, a day or night spent in travel under an official movement order shall not: (i) re-set the count of consecutive days or nights worked; (ii) count towards the calculation of consecutive days or nights worked; nor (iii) be paid as a 6th Day or a 7th Day. For the avoidance of doubt You shall not be paid a premium when required to work Saturdays and/or Sundays unless they are 6th Days or 7th Days.

3.2 The Weekly Rate shall be calculated on the basis of a 55 hour 5 day work week (or alternatively for Electrical Rigging Crew, a 45 hour 5 day work week), which may comprise of a Standard Working Day, a Continuous Working Day or a Semi-Continuous Working Day, at Producer's election. The Daily Rate shall be calculated on the basis of the Weekly Rate divided by 5 and shall be inclusive of any Holiday Entitlement. The Weekly Rate includes any applicable Prep and Wrap Period and Included Travel, as such terms are defined in paragraphs 3.1 and 4.3 respectively. The "**Base Daily Rate**" shall be calculated, if necessary, as one fifth (1/5) of the Base

Weekly Rate. The Total Hourly Rate shall be calculated on the basis of the Weekly Rate divided by 55 (or 45, as applicable).

3.3 **Prep and Wrap:** The Daily Rate shall be deemed to include either: (i) an additional 30 minutes at the beginning and an additional 30 minutes at the end of each Applicable Working Day, in addition to the hours thereof, for prep and wrap if Crew Member is in one of the following departments: ADs, Costume, Hair and Make-up, Locations, Script Supervisor or VFX; or (ii) for all other departments, an additional amount of time at the beginning and end of each Applicable Working Day, in addition to the hours thereof, that is customary for prep and wrap within Crew Member's department, as determined by Producer, (in either case such period of combined prep and wrap, as applicable, being the "**Prep and Wrap Period**"), for which no further payment shall be due. Prep and wrap will not be aggregated across a day.

3.4 **Public holidays, rest days and hiatus periods:** Producer will recognise the public holidays of the territory in which Crew Member renders services pursuant to this Agreement. No designated England bank or public holidays ("**England Public Holiday**") or, if Crew Member is providing the services in another country, public holidays in any such other country ("**Local Public Holiday**") (the England Public Holiday and the Local Public Holiday shall together be the "**Designated Bank Holiday**"), are to be worked without the prior approval of the UPM. If Producer requests Crew Member to work on an England Public Holiday or, if Crew Member is in another country, a Local Public Holiday, You shall be paid two times the Total Hourly Rate (pro-rated accordingly), for hours actually worked by Crew Member at Producer's request on such Designated Bank Holiday. Any Overtime worked on a Designated Bank Holiday shall be paid at 2 times the Total Hourly Rate (pro-rated accordingly), subject to the Maximum Overtime Rate (and to the Minimum Overtime rate if Crew Member is a member of shooting crew rendering services for the purposes of filming) but shall otherwise accrue in accordance with paragraph 6. If Producer does not require Crew Member to render services on a Designated Bank Holiday, but such Designated Bank Holiday falls during the period for which Crew Member is contracted to work (which for the avoidance of doubt shall not include any Hiatus or period of suspension in accordance with the terms hereof), then You shall be paid the Daily Rate. No payment will be made for rest days at a Resident Location (as defined in paragraph 4.1) or for a Hiatus (as defined in paragraph 9.2) unless Producer requires Crew Member to work in accordance with this paragraph 3.4. There will be no further uplift by virtue of Overtime being worked on a Designated Bank Holiday.

4. Travel

4.1 **Mileage:** Unless transportation is provided by Producer in accordance with paragraph 4.2, or You are receiving a separate Car Allowance (pursuant to the Deal Terms), mileage will be paid at the then-applicable HMRC rate for any "**Paid Mileage Travel**", being any travel that Producer requires Crew Member to undertake: (i) between "**Recognised Studios**" (as defined from time to time by PACT) in a single working day; (ii) from the Production Base to a "**Non-Resident Location**" (being a place of work where an individual can be expected to travel to and from the Production Base each day, which shall be determined in Producer's sole discretion); or (iii) from the Production Base to a "**Resident Location**" (being a place of work which is more than 50 road miles from the Production Base). Producer may instead, at Producer's sole discretion, provide transportation in accordance with paragraph 4.2. Mileage will only be paid if Crew Member uses his/her own vehicle. YOU ASSUME ALL RISK, LIABILITY AND COSTS of any and all travel to and from Resident and Non-Resident Location(s) that is not provided by Producer.

4.2 **Transportation and Accommodation:** If Producer requires Crew Member to travel to a Resident Location, Producer may at its sole discretion either reimburse Crew Member's mileage (in accordance with paragraph 4.1) or provide return transportation, by air (if appropriate), in economy class for flights with a flying time of up to 4 hours, and for flights over 4 hours in duration either in economy or business class, if necessary, at Producer's sole discretion, otherwise by charter plane (at Producer's sole option), hotel accommodation (room only) and (at Producer's sole discretion) either a per diem or meal allowance. All other costs will be Your or Crew Member's own responsibility and must be paid by You or Crew Member.

4.3 **Travel time:** The Daily Rate shall be deemed to include all Included Travel (as hereafter defined), for which no compensation shall be payable. "**Included Travel**" means: (i) any time spent travelling in a single working day between Crew Member's home and the Production Base or any Recognised Studio; and/or (ii) any travel falling within the "**30 Mile Travel Cap**", being any travel at the beginning and end of each Applicable Working Day (in addition to the hours thereof), to and from: (a) Crew Member's home and a Non-Resident Location (other than the Production Base or a Recognised Studio) which is within 30 road miles of the Production Base; and/or (b) a place at which Crew Member is accommodated while staying overnight for the purposes of filming at either a UK Resident Location or at an "**Overseas Location**" (being a place of work situated outside of the United Kingdom) (together "**Crew Accommodation**"), and a Resident or Overseas Location which is within 30 road miles of such Crew Accommodation. For the avoidance of doubt, travel exceeding the 30 Mile Travel Cap shall be calculated by reference to distance from the Production Base/Crew Accommodation (as applicable) and where a Non-Resident/Resident or Overseas Location is in excess of 30 road miles from the Production Base/Crew Accommodation (as applicable), the first 30 road miles of such distance shall be deemed included within the 30 Mile Travel Cap.

4.4 For any time spent travelling in excess of the 30 Mile Travel Cap ("**Paid Travel Time**"), You shall be paid at the Total Hourly Rate subject to a cap of £45 per hour ("**Travel Rate**"), which payment shall accrue in 30 minute increments and shall be pro-rated accordingly (and for the avoidance of doubt if such travel occurs on a day on which Crew Member is required to work fewer than the working hours of Crew Member's Applicable Working Day, such travel time shall count towards the hours of the Applicable Working Day). Travel time and distance as stipulated in the location manager's official movement order shall be treated as definitive for the purposes of this Agreement. For the avoidance of doubt, where Paid Travel Time also constitutes Overtime, such time shall be paid at the Travel Rate. Paid Travel Time shall be paid at the Travel Rate notwithstanding the fact that such Paid Travel Time may take place on a 6th Day, 7th Day or Designated Bank Holiday and shall not be subject to any uplift as a result thereof or otherwise.

4.5 Notwithstanding the foregoing, if Crew Member is a member of off-set prep crew, (to include electrical rigging crews), any time spent travelling to/from the Production Base or any other location shall be deemed to form part of Crew Member's Applicable Working Day and will not be compensated in addition. In the event that any Overtime, which must be pre-approved in advance by the UPM, is payable to a member of off-set prep crew, any travel time which falls within the Overtime shall be paid at the Travel Rate, accrue in 30 minute increments, and be pro-rated accordingly. For the avoidance of any doubt, the entirety of paragraph 4 applies to all crew (including prep and strike crew).

4.6 In the event that Producer requires Crew Member to travel to a Resident Location (as defined in paragraph 4.1) on a day outside Your contracted working week, You shall be paid the Daily Rate, notwithstanding the fact that such travel may take place on a 6th Day, 7th Day or a Designated Bank Holiday, or that such travel may span more than one day due to Crew Member entering a different time zone. For the avoidance of doubt, travel time following a Turnaround Day will not attract any additional payment such as a "Double Day" or Overtime payment, so long as the travel time does not encroach into Your turnaround as described in paragraph 9.2 (if applicable).

4.7 All parking-related and speeding-related fines (including, but not limited, in respect of clamps or impounding) shall be Your responsibility and Producer will not pay any such fines or charges under any circumstances. To the extent that fines are issued to the Producer, Producer reserves the right to deduct such amounts from sums otherwise due to you. No mileage or travel costs will be reimbursed to You for personal travel.

4.8 **Rest days and hiatus periods:** No payment will be made for rest days at a Resident Location (as defined in paragraph 4.1) or an Overseas Location or for days falling within a Hiatus (as defined in paragraph 9.2) unless Producer requires Crew Member to work in accordance with this Agreement. Producer shall not be required to make any payment to You in the event that Crew Member elects to travel home from a Resident Location on a rest day, unless Producer requires Crew Member to do so.

5. Night Work/Pre-Dawn Calls

5.1 **Pre-dawn calls:** Where Crew Member is called after 03.00 AM but before 05.00 AM, You shall be paid at 2 times the Total Hourly Rate, subject to the Maximum Overtime Rate, for time worked prior to 05.00 AM (pro-rated for partial hours), excluding any Prep and Wrap Period and Included Travel, ("Pre-Dawn Work") in lieu of payment at Your normal hourly rate that would otherwise be payable for such hours. Any hours worked from 05.00 AM will be at Your normal hourly rate and any call from 05.00 AM onwards shall be deemed a normal working day. For the avoidance of doubt, Pre-Dawn Work is not Night Work and no Night Work Premium shall be payable therefor (as such terms are hereafter defined).

5.2 **Night work – premium payments:** "Night Work" refers to instances in which: (i) Crew Member is required by Producer to render services after midnight (with the exclusion of any Prep and Wrap Period and Included Travel) and shooting hours continue after midnight; or (ii) if Crew Member's unit call is between midnight and 03.00 AM. In each case the following shall apply:

5.2.1 You shall receive £20 ("Night Work Premium") for each night during which Crew Member renders Night Work services at Producer's request, including where Producer requests that Crew Member's department work overnight for reasons other than shooting; and

5.2.2 at the end of any scheduled period of Night Work where Night Work is not continuing Crew Member shall be paid for a turnaround day (i.e. a rest day after night) equivalent to the Daily Rate (a "Turnaround Day"). For dailies, a Turnaround Day will be paid at the end of any scheduled period of Night Work of either consecutive nights or after each individual stand-alone night. For the avoidance of doubt: (i) You 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 You are otherwise receiving payment for that day, and only one Turnaround Day will be paid following any continuous period of night work; (ii) a Turnaround Day payment will be made if during the course of the week the schedule begins with Night Work and ends on split days.

5.3 **Night work - scheduling:** Night Work may be scheduled in blocks, including in blocks of 5 or 6 consecutive nights, but Producer shall not schedule more than 2 consecutive blocks of 6 consecutive nights. Once Producer has scheduled 2 consecutive blocks of 6 consecutive nights, any subsequent block of 6 consecutive nights must be preceded by a block of 5 consecutive nights. After a block of 5 consecutive nights, Crew Member shall be entitled to a rest period of 48 hours (and an additional 11 hours, if a further block of 5 or 6 consecutive nights is scheduled immediately following such rest period). After a block of 6 consecutive nights, Crew Member shall be entitled to a rest period of 24 + 11 hours (i.e. 35 hours in total) if a further block of 5 or 6 consecutive nights is scheduled, or if Crew Member returns to days, immediately following such rest period. For the avoidance of doubt Crew Member shall be entitled to the foregoing rest periods in addition to any Turnaround Day payment due in accordance with paragraph 5.2.2 where Crew Member is required to work days following such rest period. For the avoidance of doubt, provided the camera is wrapped by midnight, wrap by Crew Member that is appropriate to Crew Member's Position undertaken after midnight shall not be considered Night Work.

6. Overtime

6.1 **Overtime for Electrical Rigging Crew only:** The typical working day and Crew Member's normal working hours will consist of a 9 hour day/night, plus 1 unpaid hour for lunch (plus any applicable Prep and Wrap Period and Included Travel) ("Electrical Rigger Standard Working Day"). Producer may alternatively from time to time require Crew Member to render services as a member of shooting crew, in which case the terms of paragraph 6.2 shall apply instead. In the event that Producer requires You to procure Crew Member's services for more than 10 hours per day (9 hours worked with 1 hour unpaid for lunch), overtime will be payable to You in accordance with paragraphs 6.3 and 6.5 (as applicable).

6.2 Overtime for all crew who are not Electrical Rigging Crew:

6.2.1 **Standard working day and overtime:** The typical working day and Crew Member's normal working hours will consist of an 11 hour day/night, plus 1 hour for lunch (plus any applicable Prep and Wrap Period and Included Travel, as such terms are defined in paragraphs 3.1 and 4.3 respectively) (a "Standard Working Day"). If Producer requires You to procure Crew Member's services in excess of 11 hours during principal photography of the Film on any one day during the working week (excluding lunch breaks, applicable Prep and Wrap Periods, as defined in paragraph 3.1) and Included Travel (as defined in paragraph 4.3), Producer shall pay You overtime in accordance with paragraphs 6.3 to 6.5. This paragraph does not apply in the case of a Continuous Working Day or a Semi-Continuous Working Day (as defined in paragraph 6.2.3).

6.2.2 **Continuous Working Day:** If Crew Member is a member of shooting crew (including shooting electricians), then Producer may elect that Crew Member works for 10 hours (plus any applicable Prep and Wrap Period and Included Travel, as such terms are defined in paragraphs 3.3 and 4.3 respectively), following the unit crew call with no formal break for lunch (a "Continuous Working Day"). On a Continuous Working Day, a substantial running meal will be provided and Crew Member will be entitled to a rest period of 20 minutes after working six (6) consecutive hours. In addition, if Crew Member is required to work a Continuous Working Day, Producer shall endeavour to offer the Crew Member the option of taking an additional 20 minute break in the event that Crew Member is required to work in excess of 12 hours. If Producer requires You to

procure Crew Member's services in excess of 10 hours on a Continuous Working Day, Producer shall pay You Overtime in accordance with paragraphs 6.3 to 6.5.

6.2.3 **Semi-Continuous Working Day:** Producer may elect where needed by reason of location, the director's requirements or other exceptional circumstances (as determined by Producer in Producer's sole discretion), that Crew Member works a 10hour day/night plus a 30-minute break for lunch (plus any applicable Prep and Wrap Periods (as defined in paragraph 3.1) and Included Travel (as defined in paragraph 4.3) (a "Semi-Continuous Working Day"). In addition, if Crew Members is required to work a Semi-Continuous Working Day, Producer shall endeavour to offer Crew Member the option of taking an additional 20 minute break in the event that Crew Member is required to work in excess of 12 hours. If Producer requires You to procure Crew Member's services in excess of 10 shooting hours on any Semi-Continuous Working Day, Producer shall pay You Overtime in accordance with paragraphs 6.3 to 6.5.

6.3 **Camera Overtime:** If Crew Member is a member of shooting crew then, where Producer requires Crew Member to work Overtime for the purposes of filming, such Overtime ("Camera Overtime") shall be payable at 2 times the Total Hourly Rate (i.e. inclusive of Holiday Entitlement), subject to a minimum of £25 per hour ("Minimum Camera Overtime Rate") and a maximum of £81.82 per hour ("Maximum Overtime Rate"), ("Camera Overtime Rate"). Payment for the first 2 hours of Camera Overtime shall accrue in 15 minute increments and shall be pro-rated accordingly. From the third hour of Camera Overtime, payment shall not be pro-rated for partial hours worked. Producer acknowledges it is best practice to endeavour to avoid Crew Member working more than 2 hours of Camera Overtime in any one day.

6.4 **Non-Camera Overtime:** Where Producer requires Crew Member to work Overtime (including for the avoidance of doubt pre-calls and de-rigs) which does not constitute Camera Overtime in accordance with the preceding paragraph, such Overtime ("Non-Camera Overtime") shall be payable at 1.5 times the Total Hourly Rate, subject to the Maximum Overtime Rate, and for the avoidance of doubt the Prep and Wrap provisions of paragraph 3.1 and the provisions relating to Included Travel under paragraph 4.3, ("Non-Camera Overtime Rate"). Payment for Non-Camera Overtime shall accrue in 30 minute increments and shall be pro-rated accordingly for partial hours. For the avoidance of doubt post-production crew: (i) are non-shooting crew and will therefore follow the Standard Working Day; (ii) shall be entitled to Non-Camera Overtime, if applicable, as opposed to Camera Overtime; and (iii) shall not be entitled to any lunch break penalties in accordance with paragraph 6.7.

6.5 **Overtime generally:** Whether it's a Standard Working Day for Electrical Riggers or otherwise, Continuous Working Day or Semi-Continuous Working Day, Crew Member's working day shall be referred to herein as Crew Member's "Applicable Working Day". In the event that Producer requires Crew Member to render services in excess of the Applicable Working Day (which for the avoidance of doubt includes any applicable Prep and Wrap Period and Included Travel) such time shall constitute "Overtime" (which term shall include both Camera Overtime and Non-Camera Overtime, as hereafter defined). Overtime, where payable, shall be paid in accordance with the terms of this paragraph 6.5. Overtime payments are calculated on the basis of the Total Hourly Rate and all Overtime payments are inclusive of Holiday Entitlement. The shooting hours worked between the unit crew call and the unit camera wrap shall be used to calculate Your entitlement, if any, to Overtime. Start times will be the times at which each crew member starts work, which will not necessarily be the same as unit call times for the post production department. In addition, the lunch breaks of post-production crew may be 'staggered' under the direction of the 1st Assistant Editor or Post-Production Supervisor in coordination with production, and post-production crew members will be expected to manage their own time in order to take their breaks.

6.6 **Uplifted Rates:** For the avoidance of doubt: (i) the Maximum Overtime Rate shall apply to all payments due to Crew Member where such payments are calculated on the basis of an uplift to the Total Hourly Rate; and (ii) where Crew Member renders services in relation to which more than one provision of this Agreement would otherwise simultaneously apply to increase the payment due in respect of such services, then Producer may in its absolute discretion determine that one such provision shall apply and that the other(s) shall not apply unless this Agreement specifically provides otherwise.

7. Meal break

7.1 **Shooting crew:** If Crew Member is a member of shooting crew and is required to work a Standard Working Day or Semi-Continuous Working Day, during principal photography of the Film, in the event that (i) Crew Member's unit's lunch break is less than 1 hour in duration on a Standard Working Day or 30 minutes in duration on a Semi-Continuous Working Day on any day or night when Producer is not working a Continuous Working Day, You shall be entitled to payment at 2 times the Total Hourly Rate (which payment shall accrue in 15 minute increments and shall be pro-rated accordingly), subject to the Maximum Overtime Rate, for the period during which Crew Member's break is curtailed, capped at one hour where Crew Member is working a Standard Working Day, or 30 minutes where Crew Member is working a Semi-Continuous Working Day; or (ii) the unit's lunch break is called more than 6 hours after the commencement of Crew Member's unit crew call (except on a Continuous Working Day), You shall be entitled to payment at the Total Hourly Rate (which payment shall accrue in 15 minute increments and shall be pro-rated accordingly) for the period during which Crew Member's lunch break is so delayed. If Crew Member is required to render services on a Continuous Working Day or Semi-Continuous Working Day, food will be provided from 4.5 hours after unit call and will run for 2 hours. During this time, if Crew Member is required to render services on a Semi-Continuous Working Day, Crew Member should be given a 30 minute break. Food will also be served during the third hour of Camera Overtime, if any.

7.2 **Non-shooting crew:** If Crew Member is a member of non-shooting crew then, if Producer requests that Crew Member's lunch break is curtailed, save during post-production, You shall be entitled to payment at the Non-Camera Overtime Rate for the period during which Crew Member's break is curtailed to less than 1 hour (pro-rated for partial hours and capped at one hour), which payment shall accrue in 30 minute increments. For the avoidance of doubt the Head of Department for non-shooting crew should manage their department so that crew members are able to take their lunch break (save as where requested above). In the event that such Head of Department wishes to curtail or delay the lunch break of crew members, prior approval must be sought from the Unit Production Manager, and the penalties above will apply.

7.3 **Turnaround:** During pre-production, principal photography and post production of the Film, Producer agrees to endeavour, where possible to provide Crew Member with a turnaround period of 11 hours between Crew Member's unit camera wrap on one day and Crew Member's unit crew call on the following day ("Turnaround Period"). In the event that Crew Member is not given the full Turnaround Period: (i) You shall be paid at 1.5 times the Total Hourly Rate, subject to a cap of £45 per hour, for any time Crew Member is required to work during such Turnaround

Period ("Broken Turnaround") in lieu of payment at Crew Member's normal hourly rate that would otherwise be payable for such hours, which Broken Turnaround payment shall accrue in 30 minute increments and shall be pro-rated accordingly; and (ii) Producer shall wherever possible allow Crew Member to take a period of compensatory rest, and shall in any event afford Crew Member such protections as are necessary to safeguard Crew Member's health and safety.

8. Exclusivity and performance: As long as You remain engaged by Producer, You shall work and shall procure that Crew Member works exclusively for Producer within and/or outside the United Kingdom as Producer shall in its sole discretion require throughout the period of Your engagement. You will procure that Crew Member performs all duties customarily rendered in Crew Member's Position to the best of Crew Member's skill and ability in accordance with Producer's instructions (including as to matters of artistic taste) and according to the terms and conditions herein set forth. Should Producer require Crew Member to render services outside the UK, You shall procure that Crew Member shall render the services on the same terms and conditions as contained herein (as applicable) except as may be amended by Producer to conform to the requirements of any applicable local jurisdiction. If the local jurisdiction requires a separate agreement, You shall, and shall procure that Crew Member shall, enter into a separate agreement on the same terms as contained herein, amended as may be applicable to conform to local law, in respect of those of Crew Member's services which are to be performed outside the UK. In the event that filming or production goes over schedule for any reason and Producer requires further services from You and Crew Member after the end of the period of engagement hereunder and You are and Crew Member is available to provide such services on an exclusive basis until completion of the required services, You shall, and shall procure that Crew Member shall, provide such services on the same terms as set out herein, including without limitation with regard to payment.

9. Working time

9.1 You and Crew Member warrant that during the term of this Agreement there is a valid employment agreement between You and Crew Member under which Crew Member is engaged to render services exclusively to You, and You have the right to lend Crew Member's services as provided herein. Crew Member agrees that any obligations pursuant to the EC Working Time Directive (1993/104/EC) (the "Directive") and all the Working Time Regulations 1998 (the "Regulations"), or such other UK legislation implementing the Directive shall be owed to Crew Member solely by You including without limitation any obligations to pay in lieu of holiday accrued during the engagement hereunder but not taken and Crew Member and You represent and warrant to Producer that Crew Member has agreed to work such hours as are necessary to fulfil Crew Member's obligations to You (save that it is acknowledged that Crew Member may withdraw such agreement by 3 months' written notice). You will indemnify Producer from and against any and all losses, costs, damages and proceedings arising out of or in connection with any breach of the Regulations or the Directive.

9.2 Weekly hires only: You acknowledge and agree that Producer may, at its sole discretion, elect to close production of the Film for one or more unpaid hiatus periods ("Hiatus") on 3 working days' notice. During the Hiatus, no compensation, fees, box or equipment rentals will be paid. If Crew Member is at a Resident Location or an Overseas when Producer elects to call a Hiatus, then Producer will either elect to provide return transportation in accordance with paragraph 4.2 or continue to pay You at Producer's sole discretion.

10. Crew member rentals: Any rentals from You or Crew Member, e.g., equipment, must be documented with an appropriate rental agreement which agreement shall be entered into at the time of Your hire and **MUST** be accompanied by a detailed and itemised inventory of the equipment being rented (to expressly include the cost per item). Reimbursement for mobile phone usage requires prior UPM approval; no rental or access charges will be paid in connection therewith unless otherwise specified in the Deal Terms.

11. Tax reporting and pensions: Producer will report all per diems, meal allowances, mileage reimbursements and rentals from You to the HM Revenue & Customs in the UK and/or such other applicable authority as required by law. It is Your/Crew Member's responsibility to keep records for personal tax purposes and to charge VAT upon presentation of a valid VAT invoice if registered. You warrant to Producer that You are the Crew Member's employer and that You will be solely responsible for any and all income tax and National Insurance due in respect of the rendering of Your and Crew Member's services under this Agreement. You will indemnify Producer from and against any and all losses, costs, damages and proceedings arising out of or in connection with any non-payment by You of any income tax or National Insurance. Without prejudice to the foregoing, Producer shall have the right to deduct or withhold from payments hereunder any amounts required to be deducted or withheld under the provisions of any now or hereafter existing law, ordinance, regulation or collective bargaining agreement, or if Producer or Producer's advisors determine, pursuant to any law, that it is prudent to make any deduction or withholding, including without limitation, in respect of any UK income tax (or United States federal, state and local income tax, if applicable) and any other payroll tax deemed by Producer or Producer's advisors to be applicable. The parties acknowledge and agree that Crew Member is not an eligible jobholder of Producer for the purposes of the Pensions Act 2008. However, if the circumstances of this engagement change such that Crew Member, in the reasonable opinion of Producer, becomes an eligible jobholder of Producer, Producer will comply with its duties (if any) in respect of Crew Member in accordance with Part 1 of the Pensions Act 2008 and will automatically enrol and re-enrol Crew Member into the National Employment Savings Trust ("NEST") as and when required by law. Producer will notify You and Crew Member if such enrolment and/or re-enrolment occurs. If Crew Member becomes a member of NEST, Producer will deduct Crew Member's pensions contributions from the fees due to You under the terms of this Agreement. Producer shall have the right, but not the obligation, to substitute Crew Member as a party to this Agreement in Your place, and all sums payable pursuant to this Agreement to You for such services shall instead be payable to Crew Member. Such substitutions will be irrevocable and cannot be modified, terminated or revoked without the prior written consent of Producer. If required by Producer, Crew Member shall enter into a separate agreement for Crew Member's services bifurcating the terms and conditions set forth in this Agreement.

12. Insurance (box, equipment, car): Insurance coverage on items (including without limitation computers, printers, cameras, bags etc) or vehicles rented from You or Crew Member is Your responsibility unless set out otherwise on a box rental rider. If You or Crew Member receive a vehicle allowance proof of adequate business vehicle insurance must be provided, prior to the Start Date (demonstrating cover for business use).

13. Purchase orders: Any purchases or rentals initiated by You or Crew Member on behalf of the production must be authorised by a purchase order approved in advance by the UPM and Financial Controller.

14. Petty cash, p-cards, and meal allowances: 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. You hereby authorise Producer to deduct any outstanding balance in Your petty cash or p-card advance fund or unsettled hotel incidentals from Your final payment if not cleared prior to termination. No petty cash or p-card "away from Production Base" meal allowances for Crew Member's services rendered outside the Production Base will be paid to You without the prior approval of the UPM of the Film.

15. Recoverable assets: You are responsible for all recoverable assets purchased or promoted for the Film. Such items must be safeguarded, inventoried, and reconciled with accounting at wrap. Subject to the Anti-Theft Policy, no asset may be sold, traded, or given away without written approval. All purchased items are the property of Producer.

16. Rights

16.1 You with full title guarantee hereby grant and assign 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 Crew Member's services hereunder (including all literary, dramatic, musical and artistic works written or created by You or Crew Member) together with any and all rights that You or Crew Member may now have or may hereafter become entitled to in or in relation to the Film (including any so-called rental or lending rights and similar rights all performer's rights and all satellite broadcasting and cable retransmission rights) for Producer to hold absolutely throughout the universe during the full period of copyright and all possible renewals, revisions and extensions thereof and thereafter (insofar as may be or become possible) in perpetuity.

16.2 You acknowledge that Producer shall be the sole and exclusive owner of all rights in and to the Film, including, without limitation, the exclusive right to register the copyright in any embodiment of said results and proceeds of Crew Member'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.

16.3 You hereby waive on behalf of Crew Member, pursuant to Section 87 of the Copyright Designs and Patents Act 1988 (the "Act"), unconditionally, irrevocably and in perpetuity in favour of Producer, 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 Crew Member'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. You further grant to Producer on behalf of Crew Member all consents which Producer may require under Part II of the Act to make the fullest use of Crew Member's services under this Agreement and the widest possible exploitation of the results and proceeds of Crew Member's services hereunder and the Film.

16.4 Nothing in this Agreement shall impose any restriction on the manner, form or method by which Producer advertises, publicises, exhibits and commercially exploits the Film (or refrains therefrom) at such times and in such manner and form and by such method as Producer in its absolute discretion may deem fit, free from any restrictions or limitations whatsoever other than those expressly set out in this Agreement. Any termination of this Agreement shall not affect any of the rights assigned or granted hereunder.

16.5 For the purposes of the copyright laws of the United States of America, the results and proceeds of Crew Member's services hereunder shall be created within the scope of this Agreement and shall be a "work made for hire" (within the meaning of the U.S. Copyright Act 1976) for Producer as specially commissioned for use as part of a motion picture. As such Producer shall own and be vested with all rights of every kind in and to such results and proceeds, with the right to make such changes therein and uses thereof as Producer may determine.

17. Warranties and undertakings: You hereby warrant to and undertake with Producer that at all times during Your engagement hereunder:

17.1 You shall procure that Crew Member shall render the services willingly and to the best of Crew Member's skill and ability in accordance with Producer's instructions (including as to matters of artistic taste), in accordance with the terms and conditions in this Agreement and in collaboration with such persons and at such times and places as Producer may require;

17.2 Crew Member has the right to work in the UK for a duration in excess of Crew Member's anticipated contract period and You will provide evidence of the same upon request by Producer;

17.3 You shall not, and shall procure that Crew Member shall not, at any time hereafter without the prior written consent of Producer make any statement or disclosure or supply any information or photographs to the public or any third party (other than to Your professional advisers and incidental non-derogatory references in interviews, subject to paragraph 20 below) relating to the Film or any matter arising hereunder and/or to the business of Producer coming within Your knowledge or otherwise howsoever and You shall keep all copyright items supplied to You or Crew Member by Producer including without limitation the script and storyboards for the Film in a safe, locked place and shall not permit them to leave Your custody without prior written agreement of Producer and You undertake, and shall procure that Crew Member undertakes, to ensure that such copyright materials are not copied or reproduced in any medium or shown to any third party and such materials shall be returned to Producer immediately upon request. Nothing in this Agreement shall preclude You or Crew Member from making a protected disclosure in accordance with the Employment Rights Act 1996, if applicable, or other applicable whistleblowing legislation, or from making any disclosures relating to a complaint of workplace harassment, discrimination, or retaliation.

17.4 You shall comply, and shall procure that Crew Member complies, with all of the rules and regulations including without limitation health and safety procedures for the time being in force at such places at which Crew Member is required to render the services hereunder and shall observe all instructions and regulations given by Producer or its representatives from time to time;

17.5 During working hours, You shall procure that Crew Member shall be available to Producer and You shall keep Producer informed of Crew Member's whereabouts and telephone numbers (including mobile telephone number) at all times;

17.6 You shall not, and shall procure that Crew Member shall not, order goods or incur any liability on behalf of Producer or in any way pledge Producer's credit or hold Yourself or Crew Member out as being entitled to do so;

17.7 You shall not, and shall procure that Crew Member shall not, take any unauthorised video recordings or photographs of the set, locations or anyone connected with the Film or Producer;

17.8 You have the right to enter into this Agreement and to grant all rights granted herein and are exclusively entitled to give all assurances, confirmations, waivers and agreements herein to enable Producer to exploit the Film without making any further payment other than as expressly set out herein;

17.9 You will notify Producer of any illness or disability which may affect the performance of Crew Member's services hereunder;

17.10 You will, and will procure that Crew Member will, do nothing voluntarily which may void the insurance policies that Producer will have in effect with respect to all personnel rendering services in connection with the Film;

17.11 You shall give to Producer at the end of Your engagement all papers, books, plans, sketches, moulds, effects, drawings, photographs, films and other like material which Crew Member produces in connection with the Film during the provision of Crew Member's services;

17.12 You will, and will procure that Crew Member will, at the request and expense of Producer, do all such further acts, deeds and things and execute all such further deeds, documents and instruments from time to time deemed reasonably necessary to vest in or further assure to Producer all the rights hereby granted and assigned to it and for the protection and enforcement of the same;

17.13 The results and proceeds of Crew Member's services in connection with the Film (i) shall be original to Crew Member and not copied or based upon any other work (except for material in the public domain and/or material furnished by or included at Producer's direction), and (ii) shall not and will not defame, infringe upon, or violate rights of any kind, including, without limitation, trademark, tradename, copyright, and/or the right of privacy of any person or entity.

17.14 You will, and will procure that Crew Member will, 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 You or Crew Member of any of the agreements, conditions, obligations, representations, warranties and undertakings on Your or Crew Member's part contained in this Agreement. You acknowledge that this indemnity shall survive the completion of Crew Member's services hereunder.

18. **Rental and lending:** You acknowledge that the Daily or Weekly Rate payable pursuant to this Agreement is or shall be full consideration for all rights assigned hereunder and shall be on account and by way of equitable pre-payment and remuneration of all further payments whether by way of additional repeat, re-use or overseas fees or rental and lending rights (if any) or otherwise howsoever in relation to the Film and all results and proceeds of Crew Member's services hereunder to which You may now be or shall hereafter become entitled under the laws of any country in connection with the exploitation of the Film and all results and proceeds of Your services hereunder theatrically, non-theatrically and by any other means and in any medium now or hereafter known or devised. If requested to do so by Producer, You agree to become or procure that Crew Member becomes member of any recognised bona fide collecting society charged with the collection and payment of rental income and agree that, in respect of any rental rights collectively licensed, You and Crew Member shall only be entitled to assert a claim against any such society. However, nothing in this Agreement shall prevent You or Crew Member from receiving any additional monies to which You or Crew Member become entitled administered by any such bona fide collecting society.

19. **Product placement:** You and Crew Member must clear any product placement or promotional activity with the UPM and may not send out scripts to any vendor or placement firm without clearance from Producer.

20. **Publicity:** You agree not to, and to procure that Crew Member will not, give any interviews or authorise any publicity relating to the Film or Crew Member's services thereon without Producer's express permission. You hereby grant Producer the right to use Crew Member's name, likeness, and voice in credits, advertising, merchandising, commercial tie-up, photography, "behind the scenes" films, "electronic press kit", video releases and the like for use in and in connection with the development, production, advertising, release, exploitation, publishing and/or merchandising of the Film and/or Producer's general business.

21. **Eligibility:** Any offer of engagement is conditional upon satisfactory proof of Your eligibility to provide Crew Member's services hereunder, e.g., a work visa or other such eligibility form as applicable completed to Producer's satisfaction, which proof shall be provided within 3 days of any request. Failure to comply will result in termination of Your/Crew Member's engagement with immediate effect. You agree to, and to procure that Crew Member will, co-operate with and assist Producer as required with obtaining any visa(s) and/or work permit(s) relating to Your engagement. If Producer is unable to obtain any necessary work permit or visa, Producer may terminate Your engagement with immediate effect.

22. **Drugs/Alcohol:** You acknowledge that Producer has a strict policy prohibiting the use of alcohol or controlled substances during working hours or immediately prior to reporting to work, while on the job, in the work area, and/or at any work location site, or at any other time or place if such use impacts Crew Member's ability to provide the services.

23. **Behind the scenes filming**

23.1 You hereby grant to Producer the right throughout the universe to use and authorise others to use Crew Member's name, photograph and other reproductions of Your physical likeness together with the right to use and authorise others to use any behind the scenes footage and clips from the Film and publicity concerning You and Crew Member (including Crew Member's name, autograph, likeness, voice and biography) in connection with the advertisement, publicity, public exhibition, commercial exploitation and merchandising of the Film (including any trailer, documentary, television programme, videogram or sound recording concerning the Film or the production of the Film) and also any books, goods, articles, films and commercial tie-ins associated with or derived from the Film or anything appearing therein. You hereby also grant to Producer the right throughout the universe to use and authorise others to use Crew Member's name, photograph and other reproductions of Crew Member's physical likeness and performances in so-called "out-takes" of the Film for inclusion in the Film, any videograms of the Film and any promotion or marketing of the Film including any "making-of" productions. You hereby consent to any "behind the scenes" filming and any "making of" productions or books, and interviews and filming in connection therewith, and You irrevocably and unconditionally grant to

Producer and its assignees and licensees on behalf of Crew Member all consents which are or may be required under Part II of the Act for the exploitation of Crew Member's performance throughout the universe in perpetuity and in any and all media by any and all means now or hereafter known or devised.

23.2 You specifically hereby acknowledge that in addition to the production services to be performed by You, if required by Producer, You may be required to perform additional services for the Film, which additional services may include but are not limited to any services required by Producer (or any distributor or licensee) in connection with the advertising, publicity, promotion, or any other exploitation of the Film (including without limitation for the production of materials detailed above) (collectively the "Additional Services"). If Additional Services are required outside of the period of engagement hereunder, they shall be compensated at the rate specified in the Deal Terms.

24. **Credit:** Your/Crew Member's entitlement to a screen and/or any other credit, if at all, shall be decided at Producer's sole discretion.

25. **Suspension**

25.1 Producer shall be entitled to suspend and/or terminate this engagement and fee (including any guarantee) with immediate effect if:

25.1.1 You or Crew Member are in breach of any material obligation contained within this Agreement, or are unwilling or unable to carry out the services hereunder (for whatever cause);

25.1.2 You and/or Crew Member are suspected of committing an act of serious misconduct, including but not limited to any alleged health and safety breach or any breach of Producer's Respect in the Workplace policy; or

25.1.3 the development or production of the Film is suspended or terminated for any event outside of Producer's control, including without limitation, as a result of any act of God, epidemic, pandemic or other public health incident, war or terrorist attack, accident, fire, flood, strike, lock-out or other labour controversy, riot, civil disturbance, act of public enemy, law, enactment, rule, restraint, order or act of any government or military authority; failure of technical facilities; inability to obtain sufficient labour, technical or other personnel (including, without limitation, cast or crew members), failure, delay or reduction in transportation facilities or water, electricity or other public utilities; death, or mental or physical disability or illness (with respect to cast and key crew only), facial or physical disfigurement or material change in the physical appearance or voice materially detracting from the ability of any key cast to perform their role in the Film or rendering them unsuitable for their roles in Producer's good faith business judgement inability to obtain health insurance for a principal member of the cast, the director, producer or key crew member or inability to obtain visas, labour permits or other governmental licences for any such persons; or other cause not reasonably within Producer's control or which Producer could not by reasonable diligence have avoided.

25.2 During any suspension under paragraph 25.1 above, payment of The Rate and other payments hereunder shall be suspended. Producer shall not be liable to You or Crew Member for any loss or damage arising from Producer's failure to perform or delay in performing any of Producer's obligations under this Agreement in any of the circumstances set out in 25.1.3 above.

25.3 In the circumstances set out in paragraph 25.1.2, You must be available and must procure that Crew Member is available during normal working hours to cooperate with the investigation.

26. **Termination**

26.1 Your engagement under this Agreement shall terminate automatically on the End Date without the need for notice. If You are engaged on a daily basis, the Producer may terminate Your engagement under this Agreement at any time on oral notice to expire at the end of Your most recent day of engagement, and Producer, at its sole discretion, reserves the right, in circumstances where notice to terminate this Agreement is given by Producer, to pay you in lieu of notice or any part of Crew Member's notice period (less any deductions Producer is required by law to make). In the event that Producer notifies you (by any means of recorded communication including without limitation by email, text message or WhatsApp) that Crew Member is no longer required to work on a day or night (as applicable) which both Crew Member and Producer had previously confirmed Crew Member would be working ("Cancelled Day" and "Cancellation Notice" respectively), Producer shall have no obligation to pay You for such Cancelled Day save in the event that the Cancellation Notice is served later than 3pm on the working day preceding the Cancelled Day (or 3am on the working night preceding the Cancelled Day, where the Cancelled Day would have constituted Night Work). For the avoidance of doubt no payment shall be payable for cancellation of any day in relation to which Crew Member's services have been 'pencilled' but not confirmed. If You are engaged on a weekly basis either Producer or You may terminate Your engagement under this Agreement, at any time, by giving 7 calendar days prior written notice. Such written notice shall be given in accordance with the notification procedure set out at paragraph 32.

26.2 Producer, at its sole discretion, reserves the right, in circumstances where notice to terminate this Agreement is given by either You or by Producer, to pay You in lieu of notice or any part of Your notice period (less any deductions Producer is required by law to make) by making a payment equal to your basic contracted rate for the days that You were otherwise due to provide the services.

26.3 In addition, Producer may summarily, without notice, terminate Your engagement under this Agreement at any time if You or Crew Member fail to comply with the obligations set out in paragraph 34 or if You or Crew Member commit any act of gross misconduct or a material breach of this Agreement. An act of gross misconduct shall include, without limitation, any act defined as gross misconduct in the Policies and Procedures Booklet.

26.4 If Your engagement is terminated, for any reason whatsoever, such termination is without prejudice to any other claim or right Producer may have against You or Crew Member including, without limitation, Producer's entitlements to the rights in and to the results and proceeds of Crew Member's services hereunder. Any termination of Your engagement or this Agreement shall not affect any assignment or grant of rights to Producer herein. Upon termination of this Agreement, You shall be entitled to any accrued unpaid fees up 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 You and thereafter Producer shall not be liable to You.

27. Disciplinary and Grievance

27.1 **Weekly hires only:** To the extent applicable, the disciplinary procedure in connection with Crew Member'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 Crew Member's services is in the Policies and Procedures Booklet. If You or Crew Member have a grievance You or Crew Member should initially seek redress with Crew Member's immediate Manager. The grievance procedure does not form part of this Agreement.

27.2 You may also raise any concerns arising from Your/Crew Member's engagement in accordance with the Producer's Respect in the Workplace policy.

28. **No injunction:** If Producer is in breach of any of its obligations under this Agreement or under statute law or common law enforced in any part of the world Your and Crew Member's rights and remedies will be limited to Your and Crew Member's rights (if any) to recover damages and in no event will You or Crew Member be entitled by reason of any such breach to injunct or restrain the distribution, exhibition, broadcasting, advertising or exploitation howsoever of the Film. You and Crew Member agree that unauthorized use of copyright materials connected with the Film will cause irreparable harm and substantial economic damage and that money damages may be inadequate to compensate Producer, its successors, assignees, or licensees from such harm. Accordingly, Producer and its successors, assignees and/or licensees shall be entitled to seek any and all remedies available at law or in equity including, without limitation, equitable relief.

29. **Data Protection:** Producer hereby notifies You and Crew Member of Producer's intention to process Crew Member's personal data in accordance with the terms of Producer's Workforce Privacy Notice – International Productions which has been provided to You and Crew Member, and any subsequent amendments thereto as notified to You and Crew Member from time to time.

30. **Third Parties:** Except insofar as this Agreement expressly provides that a third 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.

31. **No waiver:** No waiver by either party hereto of any breach of any of the terms or conditions of this Agreement in a particular instance shall be deemed or construed to be a waiver of any preceding or succeeding breach of the same or any other terms or conditions. All rights, remedies, undertakings, and obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other rights, remedies, undertakings or obligations of either party.

32. **Notice:** Any notice may be served upon You and Crew Member by, among other methods, delivering it to You personally or mailing it, by First Class mail, directed to the address above or by email to an email address notified by You to Producer or upon Producer or upon Producer by mailing it by First Class mail to Producer's address above. Any notice served on You personally shall be deemed delivered at the time of service, any notice served on You by email shall be deemed delivered at the time of sending (provided that no "bounce-back" message is received) and any notice served on You or Producer by mail shall be deemed delivered two English business days after mailing.

33. Governing Law

33.1 The validity, construction, and performance of this Agreement (and any claim, dispute or matter arising under or in connection with it or its enforceability) shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with this Agreement or its enforceability.

33.2 There are no collective agreements in force which affect the terms and conditions of this Agreement.

34. Disclosure Barring Service

34.1 At Producer's discretion (or as required by law in force from time to time), Your engagement may be subject to the obtaining by, or on behalf of Producer, of a satisfactory disclosure from the Disclosure Barring Service or, if applicable, any similar organisation ("Disclosure"). If Your engagement is subject to the obtaining of a Disclosure, You agree to, and shall procure that Crew Member shall, co-operate fully with both the Disclosure Barring Service (or applicable organisation) and any reasonable requests from Producer, and to use Your best endeavours to ensure that a Disclosure is obtained as soon as reasonably possible. Producer considers any failure to comply fully with this paragraph to be an act of gross misconduct and Producer may therefore terminate this Agreement with immediate effect. If Producer does not receive a Disclosure within a reasonable period of time from the Start Date, Producer reserves the right to terminate this Agreement.

35. **Daily hires:** If You are a daily hire, any reference to weekly rates and payments will not apply to Your engagement. Unless agreed otherwise, these terms and conditions will apply to any subsequent engagement(s) of You by Producer on the Film.

APPENDIX 1: INDUCEMENT LETTER

From: ("I", "me", "my")

To: MIRAGE PICTURES LIMITED ("You", "you", "your")

Date:

Dear Sirs

In order to induce you to enter into an agreement (the "Agreement") with ("Lender") of today's date, a copy of which has been supplied to and read by me, for the rendering of my services in connection with providing services as ("Position") for a feature film provisionally entitled "WERWULF" (the "Film"), and in consideration of your execution and delivery of the Agreement from which I stand to benefit and in consideration of your paying to me the sum of £1, the receipt of which I acknowledge, I hereby:

1. warrant and represent to you that I have read and understood the Agreement and that I am a director and shareholder of Lender, which is a company incorporated in and validly existing under the laws of England;
2. consent and agree to the execution and delivery of the Agreement by Lender, and represent, warrant and undertake to you that Lender has the right to enter into the Agreement;
3. represent, warrant and undertake to you that Lender is and will at all times material to the Agreement be entitled to make my services and the products of my services available to you in accordance with the Agreement and to grant to you the rights, consents and benefits granted to you under the Agreement and is the absolute owner of all copyright and any other rights in my said services throughout the world for the full period of copyright and all renewals, revivals, reversions and extensions thereof;
4. represent, warrant and undertake at all times to use my best endeavours to procure Lender to observe and perform all the terms of the Agreement;
5. represent, warrant and undertake that all matters as to which any representation or warranty on the part of Lender is made or given in the Agreement are true and correct;
6. as legal owner with full title guarantee irrevocably assign to you (to the extent that such rights are not now vested in Lender and remain vested with me) the copyright (including future copyright) and all other rights, title and interest of whatsoever nature, whether vested or contingent, including without limitation and as applicable, all rental and lending rights and the right of communication to the public by satellite and cable retransmission and the right to make the Film available to the public or otherwise in and to all the products of my services to hold the same absolutely throughout the world and for the full period of copyright and all renewals, revivals, reversions, extensions and thereafter in perpetuity to the extent permitted by law and I acknowledge that all rights in the Film shall belong to you and your successors-in-title absolutely;
7. waive irrevocably for the benefit of you and your successors-in-title and licensees with regard to the products of my services and the Film the benefit of any "moral rights" (including without limitation any rights I may have under Sections 77 to 85 inclusive and Sections 205C to 205N inclusive of the Copyright, Designs and Patents Act 1988) or any similar laws of any jurisdiction;
8. undertake to look solely to Lender for all compensation for my services rendered under the Agreement and I confirm I have no claim in this regard against you or which might prevent the development, Film and/or exploitation of the Film;
9. agree that no breach by Lender of any of its obligations to you shall constitute or be deemed to constitute a breach by Lender of its obligations to me under any agreement between it and me, and accordingly notwithstanding any such breach I undertake to fulfil all my obligations to Lender;
10. undertake that during the force of this Agreement I will not without your consent voluntarily transfer, charge or dispose of any shares or other interest in Lender or resign any office with Lender or take any other steps which might diminish my ability to procure Lender to observe and perform all the terms of the Agreement;
11. agree that I shall at your election be deemed substituted as a direct party to the Agreement in place of and instead of Lender, and shall do and execute such other acts, deeds and documentation as you may from time to time require to confirm the same, and agree that if you make such election, I shall make available to you my services and you will make payment direct to me of any sums which would have been payable by you to Lender under the agreement if Lender had made my services available to you in accordance with the terms of the Agreement less any sums which you have already paid to Lender and less any sums that Lender may owe you in respect of the Agreement, arising as a result of a breach of the Agreement by Lender or otherwise;
12. agree that in the event of any default of any of the terms of the Agreement by you, my only remedy will be an action at law for damages, if any, actually suffered by me. In no event shall I be entitled to rescind the Agreement or receive injunctive or other equitable relief or enjoin or restrain the development, production, distribution, exhibition, advertising or other exploitation of the Film or of any rights granted and assigned under the Agreement;
13. indemnify you and hold you fully and effectually indemnified from and against any and all claims, demands, actions, proceedings, costs, damages, losses and expenses, which shall include legal costs, expenses and VAT whether suffered or incurred directly or indirectly by you or any compensation paid or agreed to be paid by you to any third party arising out of any breach, non-performance or non-observance by me of any of the covenants, warranties, representations, undertakings and agreements on my part contained or implied in this Inducement Letter and the Agreement.
14. This Inducement Letter may be validly executed in any number of counterparts.
15. The laws of England shall govern this Inducement Letter and the English Courts shall have non-exclusive jurisdiction.

Please confirm your agreement to the above by signing and returning to me the attached duplicate of this letter.

Yours faithfully,