SIX BULLETS

Paid Ad & Miscellaneous Obligations

DRAFT March 27, 2012

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| Logo #1: MPCA | Logo #1: MPCA:  Logo Credit: Krevoy shall be entitled to designate a company to receive a logo credit “above” the regular title of the Picture: (i) on a single card, on screen in the main titles, and (ii) in the billing block of all paid advertising, the position of which shall be determined by Company.  Size: No smaller than any other logo accorded to any other logo credit. |
| MOTION PICTURE CORPORATION OF AMERICA Presents | **MPCA:**  Production Credit: Krevoy shall be entitled to designate a company to receive a “presentation” credit, “above” the regular title of the Picture: (i) on a single or shared card (at Company’s discretion), on screen in main titles, and (ii) in the billing block of all paid advertising; substantially in the form of “Motion Picture Corporation of America Presents a Brad Krevoy Production”.  Size: No smaller than any other “production-type” credit accorded to any other individual or entity. |
| A BRAD KREVOY / RODIN ENTERTAINMENT LTD Production | **MPCA:**  Production Credit: Krevoy shall be entitled to designate a company to receive a “presentation” credit, “above” the regular title of the Picture: (i) on a single or shared card (at Company’s discretion), on screen in main titles, and (ii) in the billing block of all paid advertising; substantially in the form of “Motion Picture Corporation of America Presents a Brad Krevoy Production”.  Size: No smaller than any other “production-type” credit accorded to any other individual or entity.  **RODIN:**  B. Company Credit: In addition, Artist shall be entitled to a “production” credit on screen in the main titles of the Picture, and in all paid ads where the billing block is included (subject to customary exclusions) for Artist’s production company. |
| A Film By ERNIE BARBARASH | **5. CREDIT**. Upon the condition that the Picture is completed under Artist's supervision as the sole director thereof, and neither Lender nor Artist is in Default hereof, and subject to any and all applicable guild and union regulations or other restrictions, Company shall accord Artist a credit in substantially the form "Directed by Ernie Barbarash" ("Directing Credit")and “A Film By Ernie Barbarash” (“Possessory Credit”)(the Directing Credit and Possessory Credit, individually and collectively, Artist’s “Credit”), as follows:  5.1 On Screen. On a separate card, in the main titles (i.e., where the individual credits for the principal cast and the individual producer(s) appear, whether located at the beginning or the end of the Picture), of the Picture.  5.2 In Paid Advertising. In the billing block portion of all paid advertising relating primarily to the Picture issued by, or under the direct control of, Company ("Paid **Ads").**  5.3 Exclusions and Exceptions. Company's Paid Ad credit obligations shall not apply to the following Paid Ads (hereinafter "Excluded **Ads"):** group, list, institutional or so-called teaser advertising; special advertising; announcement advertising; advertising relating primarily to the source material upon which the Picture is based or to the author thereof, any member of the cast, the producer(s), writer(s) or any other personnel involved with the production of the Picture; so-called "award" or "congratulatory" advertisements, including advertisements or announcements relating to consideration or nomination for an award; trailers (including promotional films) or other screen, radio, television, mobile or internet advertising; advertising in narrative form; advertising for film festivals, film markets and the like; advertising one-half page (or the equivalent in SAUs) in size or less; outdoor advertising (including, but not limited to so-called 24-sheets); online, banner, or theater display advertising; advertising in which no credit is accorded other than credit to actors and/or to Company and/or to any other company financing or distributing the Picture. The following shall not be considered Paid Ads or Excluded Ads for any purpose hereunder: videocassettes, videodiscs, and other home video devices of the Picture and the covers, packages, containers or jackets therefor; publicity and promotional items and materials; advertising relating to subsidiary or ancillary rights in the Picture (including, but not limited to novelizations, screenplays or other publications, products, merchandising, music publishing or soundtrack recordings); voiceovers, advertising, publicity and exploitation relating to by-products or commercial tie-ins; and other advertising not relating primarily to the Picture.  5.4 General Terms. All other matters with respect to Artist's Credit shall be determined by Company in its sole discretion. Any reference to the "title" of the Picture shall be deemed to mean the "regular" title unless such reference is specifically made to the "artwork" title. No casual or inadvertent failure to comply with the provisions of this section nor any failure by third parties to comply with their agreements with Company shall constitute a breach of this Agreement by Company. Company shall have the right in its sole discretion to accord Artist more favorable credit(s) than provided for herein.  **9. NAME AND LIKENESS.** Company shall have the right, in perpetuity and throughout the universe, to use, and to authorize others to use, Artist's name, image, voice, likeness (provided, however, that Artist shall have the right to submit posed publicity stills reasonably acceptable to Company, it being understood that Artist shall not have a right of approval over "behind-the-scenes" and/or candid photography of Artist), and/or biography (such biography to be in a form pre-approved by Artist) (provided that Company shall be entitled to use a likeness and/or biography of Artist prepared by Company if Artist fails to timely deliver approved publicity stills and/or biography to Company as aforesaid) in connection with the production, exhibition, advertising, promotion and/or other exploitation of the Picture and/or subsidiary and ancillary rights and/or products of any nature relating to the Picture or Artist's services hereunder and/or by Company and/or the distributor of the picture and/or their respective parents, affiliates or subsidiaries in connection with general corporate, archival or institutional uses (e.g., trade shows, Company and/or the distributor's promotions, financial prospectuses and/or annual reports) or for promotion of their products, in any and all media now or hereafter known or devised, including, but not limited to, featurettes, promotional films and/or commercial tie-ins; provided, however, that in no event shall Artist be depicted as endorsing any product, commodity or service without Artist's prior consent. Company's use of Artist's name in a billing block or as part of the key art on any item of merchandise or other material or in connection with any commercial tie-in shall constitute an acceptable use of Artist's name which shall not in any event require Artist's consent.  **11. PUBLICITY AND PROMOTION.**  11.1 Promotional and Publicity Services. Artist shall render all services ("Promotional Services")required by Company, as, where and when required by Company (both during production of the Picture and in connection with the initial theatrical and/or video release of the Picture), in connection with the publicity and promotion of the Picture, including without limitation attending premieres of the Picture, making appearances at press conferences or on television, making personal appearances, engaging in interviews, participating in photo sessions, cooperating in the photography of "behind-the-scenes" footage and participating in promotional tours and press junkets. Artist's obligation to render all Promotional Services required by Company, as, where and when required by Company, shall be subject only to Artist's then-prior professional entertainment industry contractual commitments to third parties (of which Artist shall give Company notice), provided that in any event Artist shall use best efforts to be available to render the Promotional Services as required by Company. Company shall consult with Artist regarding the precise Promotional Services to be rendered by Artist and shall not require Artist to perform any particular Promotional Services which Artist finds personally offensive, provided that Artist performs other comparable Promotional Services (e.g., Company will not require Artist to appear on a particular talk show if Artist has personally had a previous problem with the host of that talk show, provided that Artist appears on other talk shows as required by Company). No additional compensation or other remuneration shall be payable to Artist with respect to the Promotional Services; however, Artist's Promotional Services are of the essence of this agreement and the Fixed Compensation (as defined above) shall be deemed to be allocable to, and in consideration of, the Promotional Services as well as Artist's services in connection with the development and production of the Picture.  11.2 Publicity Limitations. Neither Lender nor Artist shall issue, release, authorize or in any way participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Company, the Picture or Artist's services hereunder without the prior written consent of Company, except personal publicity in which the Picture is only incidentally mentioned ("Personal Publicity").No publicity issued by Artist or Lender, whether Personal Publicity or otherwise, shall contain derogatory mention of Company, the Picture, or the services of Artist or others in connection with the Picture. Neither Lender nor Artist may disclose any confidential information with respect to Company or the Picture (including, without limitation, the budget thereof or the terms of any contracts for services of persons engaged in connection with the Picture) without Company's prior consent.  **14. DVD.** Provided that the Picture is completed under Artist's supervision as director and Artist has rendered all services which Company may require and that Artist is not in Default, then upon Artist's request, Company shall provide Artist with one (1) DVD of the Picture at such time, if ever, as DVDs of the Picture become generally commercially available.  **15. PREMIERE.** Provided that the Picture is completed under Artist’s supervision as director and Artist has rendered all services which Company may require and that Artist is not in Default, Company shall invite Artist and one (1) personal companion to attend one (1) United States celebrity premiere, if any, of the Picture.  **16. DGA AGREEMENT AND MEMBERSHIP.** To the extent that any provision of this Agreement conflicts with the mandatory provisions of the DGA Agreement, the provisions of the DGA Agreement shall prevail; provided, however, that in such event the Agreement shall be limited only to the extent necessary to permit compliance with the minimum mandatory terms and conditions of the DGA Agreement. To the extent and during such periods as it may be lawful for Company to require Artist to do so hereunder, Artist is or shall become and remain a member in good standing of the DGA or otherwise eligible to perform services pursuant to the DGA Agreement and/or applicable laws. If Lender fails to be or remain a signatory, or if Artist fails, neglects or refuses to become and remain a member in good standing of the DGA (or otherwise eligible to perform services pursuant to the DGA Agreement), Company shall have the right, at Company's sole election (in addition to the exercise of Company's other rights and remedies hereunder), to terminate this Agreement, or to pay on Lender's and/or Artist's behalf any required dues, fees or other payments to the DGA to qualify Artist as a member in good standing (or to qualify Artist to be eligible to perform services pursuant to the DGA Agreement) and to deduct the amounts so paid by Company from any compensation otherwise payable to Lender hereunder. Company shall pay directly to the DGA, on Lender's behalf, all contributions required pursuant to the DGA Agreement for pension, health and welfare plans in connection with Artist's employment hereunder. In no event shall the amount paid by Company exceed the amount which would have been paid by Company had Company employed Artist directly. Company shall have no obligation to reimburse Lender for employment taxes of any kind or nature.  **13. GENERAL CREDIT TERMS.** All references in this Agreement to the title of the Picture shall be deemed to mean the "regular" title unless reference is specifically made to the "artwork" title. With respect to any obligation to accord credit in Paid Ads, if the title of the Picture or the name(s) of one or more other person(s) of the Picture is used more than once in such Paid Ads, *e.g.,* a so-called "regular" use and a so-called "artwork" use (such as, for example, the weaving of the title and/or name(s) as part of the background of the advertisement, or a display use or a fanciful use), the references herein to the title of the Picture and/or the name(s) of any person shall be to the so-called "regular" use of the title or the name(s) as distinguished from the "artwork" use of the title or the name(s). All references to "size" however stated, whether as a percentage or otherwise, shall mean height and width of the lettering used in the credit. Subject to Artist's right under the applicable collective bargaining agreement (if any), Artist shall be entitled to the credit provided in the Underlying Agreement only if Artist has performed all services called for hereunder and the results thereof are in the Picture. |
| JEAN-CLAUDE VAN DAMME | **7. CREDIT:**  A. Acting Credit: Provided Artist appears recognizably in the Picture in the Role, he shall be accorded credit on screen and in paid advertising relating primarily to the Picture issued by or under the direct control of Producer or the U.S. distributor (“Paid Advertising”) above or before the title of the Picture in first position among all cast members (“Acting Credit”): (i) On screen in the Main Titles (i.e., where the individual credits for the principal cast and director appear, whether at the beginning or end of the entertainment portion of the Picture) in a size of type not less than 100% of the size used to accord credit to any other person rendering services on the Picture and not less than 75% of the size used to display the main “regular” title on screen; (ii) in Paid Advertising in the “billing block” portion of all Paid Advertising in a size of type not less than 100% of the size used to accord credit to any other person in the billing block and not less than 100% of the size used to display the “regular” title in such billing block, but in no event less than 30% of the average size of type of the letters of the “artwork title” if used in such Paid Advertising, it being agreed that no other person may receive credit above or before the title (whether on screen or in the billing block or in connection with the “artwork title” in Paid Advertising) without “Artist’s prior written approval, except for: (a) one other actor of commercial merit in second position; and (b) customary “film by” and “production” credits to the director and producers (no matter how denominated); and (iii) in the artwork portion of any such Paid Advertising in a size of type not less than 100% of the size used to accord credit to any other person in such artwork portion (it being understood that if Artist is accorded credit above the artwork title, there shall be no obligation under subclause (ii) to accord credit to Artist in the billing block) and not less than 30% of the average size of type of the letters of the “artwork title,” if it is used therein. The term “size” shall include height, width, thickness, duration and prominence. See also Paragraph 10 below, e.g., with respect to “Credit Tie”, “Likeness Tie” and “Likeness Parity”.  B. Company Credit: In addition, Artist shall be entitled to a “production” credit on screen in the main titles of the Picture, and in all paid ads where the billing block is included (subject to customary exclusions) for Artist’s production company.  C. Designation of “Executive Producer” and “Co-Producer”: Artist shall have the right to designate one individual to receive “Executive Producer” credit on screen (in the main titles) and in Paid Advertising where the full billing block is used (which shall be deemed to mean any billing block in which the director of photography receives credit),and the right designate one individual to receive “Co-Producer” credit on screen (in the main or end titles, where, at Producer’s discretion, all such “co-producer[s]” credit appear) so long as such credits designated do not result in any loss of financial benefits arising under any co-production subsidy or financing plan. Such credit shall be MFN in size to those accorded the producers, executive producers, director, and writer(s) in the main or end titles, or the billing block, all as applicable (e.g., where all such “co- producer[s]” credit appears).  D. Sales Agent: Whenever the Sales Agent of the Picture receives credit or is used in advertising and/or publicity in its capacity as Sales Agent, Rodin Entertainment Ltd (“Rodin”) shall also be named as Sales Agent in the same size and prominence preceded by “in association with” if any precatory language is required.  E. General: All of the foregoing Paid Advertising requirements shall be subject to Producer’s customary exclusions and exceptions (each exception or exclusion being an “Excluded Ad”) subject to the paragraphs on name and likeness below. All other aspects of credit shall be at Producer’s sole discretion. No casual or inadvertent failure to accord credit in accordance with this paragraph 7 nor any failure by third parties to comply with their agreements with Producer shall constitute a breach of this Agreement by Producer. In the event of Producer’s failure to comply with any of its credit obligations under this Agreement, Producer shall, upon receipt of written notice of such failure, use reasonable good faith efforts to correct such failure on a prospective basis, only on such Paid Advertising (“Subsequent Paid Advertising”), if any, and those positive prints (“Subsequent Positive Prints”), if any, prepared after Producer’s receipt of such notice (allowing for adequate time after receipt of notice to implement such correction), it being understood that Producer shall have no obligation to prepare any such Subsequent Paid Advertising or Subsequent Prints. Producer shall advise all distributors and licensees in direct privity of its credit obligations hereunder and will use good faith reasonable efforts to cause the United States distributor of the Picture to agree to comply with the credit obligations hereunder.  **2. SCHEDULE/SERVICES:**  B. Promotional and publicity services. Artist shall render reasonable promotional and publicity services (“Promotional Services”) in connection with the initial theatrical release of the Picture such as attending a premiere of the Picture, making appearances at press conferences or on television, making personal appearances, engaging in interviews, participating in photo sessions, which may for the sake of expediency take place in Bucharest, cooperating in the photography of “behind-the-scenes” footage with sufficient footage selected to indicate that Artist is a star of the Picture and promotional films and/or videos. Artist’s obligations to render Promotional Services shall be subject to Artist’s prior professional commitments; provided that, in any event, Artist shall use reasonable good faith efforts to be available to render the Promotional Services as reasonably required by Producer; provided further that Producer shall not require Artist to perform any particular Promotional Services which Artist finds personally offensive (e.g., in the case that Artist has had a prior negative professional experience with the host of a proposed television talk show) if Artist provides Producer with an alternate or substitute for such appearance or publicity service missed by Artist, and Artist shall not be required to render services in the United States. No additional compensation shall be payable to Lender or Artist with respect to the Promotional Services. If Producer requires Artist to render Promotional Services hereunder more than 50 miles from his home in Hong Kong, Producer shall provide Artist with or reimburse Lender for transportation (by first class air, if appropriate, available and used) and first class travel expenses in connection with such Promotional Services. If there is no theatrical release, Artist shall render such reduced Promotional Services as are customarily rendered by a star actor in connection with a video release. Artist recognizes that the Promotional Services are an integral part of this agreement.  **9. CONSULTATIONS/APPROVALS**: After the script is approved by Artist there shall be no material change to Artist’s character or to the storyline in the approved script without Artist’s prior written consent, not to be unreasonably withheld. Artist shall have approval over key art and the DVD Cover Art in the U.S. and as provided by Producer to third parties outside the U.S. Additionally, Artist shall have approval over still photographs (50/75), likeness, biography, wardrobe, “look”, 2 main co-stars, hair and make-up personnel, not to be unreasonably withheld. Gino Zamprioli is pre-approved by Artist and Phil Parmet is pre-approved by Artist as director of photography. Artist shall have the right of consultation with respect to Artist’s stunt double and stand-in, provided that such individuals’ costs shall be borne by Producer and Producer’s selection shall control. At Artist’s election (which shall be timely made), Producer shall cast Kristopher Van Varenberg (“KVV”) and Bianca Van Varenberg (“BVV”) in key roles in the Picture, subject to their professional availability during the schedule of the Picture and the budgetary parameters of the Picture, it being acknowledged that KVV and BVV shall be cast as local hires for British Equity weekly scale pay rate (“BEWS”) currently in effect, provided that KVV shall be hired under SAG jurisdiction if required by SAG, for SAG minimum compensation for a local hire. Artist shall be entitled to edit the major fight sequences during the regular post-production period of the Picture provided such editing does not interfere with the ordinary post-production of the Picture but such post production schedule shall include at a minimum that Artist shall be accorded up to four (4) weeks, as Artist shall require, at a location outside the U.S. which editing may take place via Internet, Skype or a DVD to reduce costs, which costs are to be borne by Lender if in excess of the cost effective methods cited. To that end, Producer will provide Artist with a copy of each fight sequence and Artist shall have the opportunity to discuss Artist’s changes in good faith with the director and Producer. Lender and Artist hereby acknowledge that all Artist’s approval rights shall be exercised in such a way so as not to interfere with the production and post-production schedules and budget of the Picture, and such rights shall at all times be subject to any limitations required by the completion guarantor of the Picture.  **10. STILLS/NAME/LIKENESS:** Except as modified in this main agreement, Artist shall have the same still and likeness approval as he had on “Hard Corps” which language is attached hereto as Exhibit A incorporated by reference.  A. General Merchandising: Rights are granted subject to there being no grant of merchandising rights (except as part of a recitation of credits) without Artist’s and Lender’s prior written approval, provided that: one-sheets and souvenir programs, plus press books and other promotional items which are not authorized for sale, novelizations, soundtrack recordings and home video devices shall not be considered merchandising. No use of look-alikes or sound-alikes is permitted.  B. Commercial Tie-Ups. Artist’s likeness in key art may be used in commercial tie- ins for Picture as reasonably approved by Artist but not with respect to alcohol, tobacco, fire-arms, gambling, fast-foods, weapons, (including toy weapons), gambling, political or religious items, intimate apparel, personal hygiene products, lotteries, sexually oriented materials, cosmetics, fragrances, beauty products, hair products and skin products, watches, exercise equipment and/or clothing without Artist’s prior approval.  C. Artist Credit and Likeness Protection. Artist shall have credit tie, likeness tie and likeness parity.  D. Nudity. No nudity, sexual acts, no use of double for Artist for nudity or sex acts without Artist’s permission provided that photography of Artist unclothed from the waist up shall not constitute nudity.  E. Doubling and Dubbing. Subject to Artist being available on reasonable advance notice, Artist has the right to dub in English and in the other languages that Artist speaks otherwise Producer shall have the right to use the services of a double in accordance with the SAG protections. The additional languages are: French, Flemish, German and Spanish. There shall be no digital modification or other modification of Artist’s image voice, likeness or attributes without his prior approval unless expressly described in the Screenplay and then only to such extent.  F. Artist has meaningful consultation with respect to fight scenes and the U.S. campaign and release pattern.  G. Rights may be used only for one motion picture and its advertising, promotion and publicity.  I. No clip rights are granted except for advertising, promotion and publicity of the Picture.  **11. PREMIERE:** Producer shall invite Artist plus a guest to 1 “celebrity premiere” of the Picture, and if the location of such “celebrity premiere” is outside of Hong Kong, shall provide Artist and guest or contractually require the U.S. distributor, if applicable, to provide Artist and guest with first-class round-trip air transportation to and from Hong Kong and first class hotel accommodations and expenses for the night of such “celebrity premiere” it being acknowledged that Artist shall be under no obligation to attend such premiere if the foregoing transportation, accommodations and expenses are not provided. Producer will use good faith efforts to provide Artist with at least ten (10) additional tickets to the premiere.  **13. DVD:** Subject to the lending policies of the U.S. distributor, Producer shall provide Artist with 5 DVDs of the Picture when commercially available. |
| “SIX BULLETS” | Movie Title |
| JOE FLANIGAN | **7. CREDIT.**  7.1 Artist's Credit. Upon the conditions that (i) Artist fully performs all of the material services and obligations required to be performed hereunder, (ii) neither Lender nor Artist is in Default, and (iii) Artist shall appear recognizably in the Role in the Picture as released to the general public, Company shall accord Artist the following credit:  7.1.1 On Screen. On a separate card in the main titles (i.e., where the individual credits for the principal cast and the "directed by" credit appear, whether located at the beginning or end of the Picture) in not less than second position among the cast credits on screen of all positive prints of the Picture, in a size of type not less than one hundred percent (100%) of the average size of type used to display the on screen credit of any other cast member rendering services in connection with the Picture.  7.1.2 In Paid Advertising. In the billing block portion of all paid advertising relating primarily to the Picture issued by, or under the direct control of, Company ("Paid **Ads"),** in not less than second position among the cast credits accorded in the billing block in a size of type not less than the size of type used to display the cast credit of any other individual rendering services in connection with the Picture in the billing block portion of such Paid Ad.  7.2 Exclusions and Exceptions. Company's Paid Ad credit obligations shall not apply to the following Paid Ads (hereinafter "Excluded Ads")**:** group, list, institutional or so-called teaser advertising; special advertising; announcement advertising; advertising relating primarily to the source material upon which the Picture is based or to the author thereof, any member of the cast, the producer(s), writer(s) or any other personnel involved with the production of the Picture; so-called "award" or "congratulatory" advertisements, including advertisements or announcements relating to consideration or nomination for an award; trailers (including promotional films) or other screen, radio, television, mobile or internet advertising; advertising in narrative form; advertising for film festivals, film markets and the like; advertising one-half page (or the equivalent in SAU's) in size or less; outdoor advertising (including, but not limited to so-called 24-sheets); online, banner, or theater display advertising; advertising in which no credit is accorded other than credit to one or two actors and/or to Company and/or to any other company financing or distributing the Picture. The following shall not be considered Paid Ads or Excluded Ads for any purpose hereunder: videocassettes, videodiscs and other home video devices of the Picture and the covers, packages, containers or jackets therefor (collectively, "Video Items")publicity and promotional items and materials; advertising relating to subsidiary or ancillary rights in the Picture (including, but not limited to novelizations, screenplays or other publications, products, merchandising, music publishing or soundtrack recordings); voiceovers; advertising, publicity and exploitation relating to by-products or commercial tie-ins; and other advertising not relating primarily to the Picture.  7.3 General Terms. All other matters with respect to Artist's credit shall be determined by Company in its sole discretion. Any reference to the "title" of the Picture shall be deemed to mean the "regular" title unless such reference is specifically made to the "artwork" title. If Company elects to accord Artist credit in conjunction with the "artwork" or "artwork" title portion of any Paid Ad, Company shall be deemed to have satisfied its obligation, if any, to accord Artist credit in the billing block portion of such Paid Ad (i.e., Company shall have no obligation to accord Artist a repeat credit in the billing block portion of such Paid Ad). No casual or inadvertent failure to comply with the provisions of this section nor any failure by third parties to comply with their agreements with Company shall constitute a breach of this Agreement by Company. In the event of Company's failure to comply with any of its credit obligations hereunder, Company shall, upon receipt of written notice of such failure, use reasonable efforts to correct such failure in Paid Ads, and/or positive prints on a prospective basis only, *i.e.,* those Paid Ads and/or positive prints (if any) in which Artist is otherwise entitled to receive credit hereunder, prepared after Company's receipt of such notice (allowing for adequate time after receipt of notice to implement such correction). Company shall have the right in its sole discretion to accord Artist more favorable credit(s) than provided for herein.  **10. NAME AND LIKENESS; FILM CLIPS.**  10.1 Name and Likeness. Subject to the terms and conditions of this Section 10, Artist hereby grants Company the right to use, and to authorize others to use, in perpetuity and throughout the universe, Artist's name and biography and Artist's image, voice, likeness and/or attributes, including without limitation as the same appear in any version of the Picture, including excerpts from any version of the Picture in which Artist appears or is heard recognizably (collectively, "Clips"), in any directed photography for the Picture (including photography that does not appear in the Picture as initially released), in "behind-the-scenes" or other footage created in conjunction with the Picture, including interviews and/or new footage and/or so- called "bonus" or value-added material shot for promotional purposes and/or packaged with different versions of the Picture and in photographic stills in which Artist appears and non-photographic likenesses of Artist, in connection with the production, exhibition, advertising, promotion and/or other exploitation of any version of the Picture and/or subsidiary and ancillary rights and/or products of any nature relating to any version of the Picture or Artist's services hereunder, including as bridging material in sequel motion pictures to the Picture, and/or by Company and/or by Company and/or the distributor of the picture and/or their respective parents, affiliates or subsidiaries in connection with general corporate, archival or institutional uses (e.g., trade shows; corporate meetings and in-house promotions; financial prospectuses and annual reports; archival uses; displays at corporate business locations and properties) or for promotion of their products, in any and all media, whether now or hereafter known or devised, including without limitation in "Co-Promotions" (as defined in Section 10.2.1 below) (provided that such use shall be “in-character” only and Artist shall not be portrayed as endorsing the foregoing), "Picture-Related Promotions" (as defined in Section 10.2.2 below), press books or EPK kits, soundtrack recordings embodied in any form now or hereafter known or devised, including the packaging therefor, sheet music and song books and merchandising items of any nature and in any media related to any version of the Picture, including any computer assisted media (including, but not limited, to non-interactive and interactive electronic publication, media and multimedia rights, CD, CD-ROM, CD-I and similar disc systems, video games, games cartridges, and any other such devices). Notwithstanding anything to the contrary contained herein, advertising materials, including one-sheets, souvenir programs, press books and other promotional items, co-promotions, novelizations and other commercial publications, soundtrack recordings embodied in albums, singles, tapes, discs, cassettes or any other form now known or hereafter devised, including the packaging therefor, sheet music and song books shall not be considered merchandising items for any purpose under this Agreement. The compensation payable to Lender pursuant to Section 4 above includes full and complete consideration for the rights granted to Company under this Section 10 and Lender shall not be entitled to receive any additional compensation therefor.  10.2 Definitions.  10.2.1 Co-Promotions. A "Co-Promotion" means any advertisement or other promotional item which is intended to promote both the Picture and a product or service of a party other than Company and/or its affiliates (the "Tie-in Item");provided that neither the exercise of any ancillary rights relating to the Picture (e.g., merchandising rights or soundtrack album rights), nor any reference(s) in any advertisement or promotional item to any service or facility which exhibits, reproduces, performs, transmits, or otherwise distributes the Picture or which provides information to consumers regarding, or otherwise facilitates, the purchase of tickets for, or copies of, the Picture, or to any entity which displays or disseminates trailers and/or other advertising for the Picture, shall constitute a Co-Promotion. Company shall not use Artist's name, voice, or likeness in any Co-Promotion in which the Tie-In Items are alcoholic beverages, tobacco products, firearms (i.e., all weapons, other than toy weapons), personal hygiene products, sexually oriented products, or pharmaceuticals, nor shall Company shall state or use Artist’s name, voice, or likeness to suggest that Artist personally endorses any Tie-in Item.  10.2.2 Picture-Related Promotions. "Picture-Related Promotions"mean any actions taken or authorized by Company and/or materials created by Company or its authorized licensee(s) for the purpose of promoting or facilitating the sale, licensing or other exploitation of any version of the Picture by any means or medium now known or hereafter devised, including without limitation trailers; Paid Ads and other advertising for any media (including print, television, radio, internet); one-sheets; "making of" featurettes promoting the Picture, promotional films and/or videos (including so-called "music videos") ("Promotional Films");novelizations, photonovels, "making of" books and other commercial publications ("Picture- Related Publications");souvenir programs; and the use of Clips on promotional web sites, including making downloadable Clips available for personal electronic devices. Notwithstanding any contrary provision of Section 10.1, if Company proposes to use any Clips in any Promotional Films having a running time in excess of thirty (30) minutes, Company's right to use such Clips shall be subject to the payment to Lender of the minimum compensation required therefor pursuant to the SAG Agreement in effect as of the date of this Agreement.  10.3 Name and Likeness Approval Rights. Artist shall have the following rights of approval in connection with the exercise by Company of its rights pursuant to Section 10.1:  10.3.1 Artist's Biography. Artist shall have the right to submit Artist's professional biography for Company's use, subject to Company's reasonable approval thereof. If Artist does not submit a biography, Company shall have the right to use a biography of Artist prepared by Company, subject to Artist's approval thereof; provided that if Artist does not timely respond as required by Company, Company shall have the right to use the biography prepared by Company.  10.3.2 Stills Approval Right. Artist shall have the right of approval of all photographic stills (but such right of approval shall not extend to any "key" or "poster" art in which any approved still appears) in which Artist appears (collectively, "Stills") issued by or under the direct control of Company in connection with the advertising, publicity, promotion and exploitation of the Picture; provided, however, that Artist shall be required to approve not less than fifty percent (50%) of all Stills submitted to Artist in which Artist appears alone and not less than seventy-five percent (75%) of all Stills submitted to Artist in which Artist appears with others having still approval rights. Stills shall be submitted in the form of so-called "contact sheets" and in reasonable quantity. Artist shall have two (2) business days from receipt of each set of Stills ("Approval Period")in which to approve of same. If Artist shall fail or refuse to approve, within said Approval Period, the requisite number of Stills so submitted, or shall fail to timely communicate to Company such approval or disapproval of the Stills, as provided herein, all Stills in the set so submitted shall be deemed approved. Company's submission of Stills directly to Artist or to the address specified on page one hereof shall satisfy Company's submission requirements hereunder, and no casual or inadvertent failure by Company (or its representatives) to comply with the provisions hereof shall constitute a breach of this Agreement by Company. Once a Still is approved it shall be deemed approved for all uses of Artist's likeness permitted under this Agreement. Artist shall exercise the foregoing approval rights in a reasonable manner and not so as to frustrate Company's ability to timely and fully exploit the Picture.  10.3.3 Non-Photographic Likenesses. Artist shall have a right of approval with respect to all non-photographic likenesses of Artist's face and head (but not including the positioning of Artist's likeness) ("Renditions") used by Company in connection with the advertising, promotion and publicity of the Picture. Such approval right is to be exercised in a reasonable manner and not so as to frustrate Company's ability to timely and fully exploit the Picture. Artist shall have five (5) days (reducible to forty-eight [48] hours due to the exigencies of production) from receipt of any Rendition in which to approve said Rendition or to indicate to Company the precise nature of Artist's objection, if any. Any disapprovals hereunder shall be given in a clear and unambiguous manner. If either (a) Artist does not notify Company of Artist's objection to a Rendition within the applicable approval period set forth herein or (b) Artist has failed to approve a Rendition after one (1) submission and Company has changed the Rendition in accordance with Artist's requests, Company shall have the right to deem such Rendition approved by Artist. Once a Rendition is approved, it shall be deemed approved for all uses of Artist's likeness permitted under this Agreement.  **11. DUBBING AND DOUBLING.** Company shall have the right to use the services of persons other than Artist (with or without the services of Artist) to "dub" or "double" Artist's acts, poses, appearance, voice or sound effects attributed to the character portrayed by Artist and to use the name, likeness, voice or other sound effects of Artist in connection therewith. Such doubling or dubbing of Artist's voice may be in English or any other language.  **12. DVD.** Provided that Artist has rendered all services which Company may require and that neither Lender nor Artist is in Default, then, upon Lender's request, and subject to the lending policy of the U.S. distributor of the Picture, Company shall provide Lender with one (1) DVD of the Picture at such time, if ever, as DVDs of the Picture become generally commercially available.  **15. NUDITY.** Company and Artist acknowledge and agree that there shall be no nudity or Artist's performance of simulated sexual acts, or doubling of either of the foregoing, without Artist’s prior written consent.  **16. PREMIERE/FESTIVALS.** Provided neither Lender nor Artist has been terminated for breach hereof and Artist has completed all services herein, Artist and one (1) guest will be invited to all celebrity premieres (U.S. and foreign) of the Picture and film festivals, if any, in which the Picture is in competition. If Artist attends such premieres and/or festivals which are more than fifty (50) miles outside of Artist’s Residence, Company shall use reasonable efforts to cause the domestic distributor to provide Artist with business class travel, accommodations, and per diem for Artist and one (1) guest. Artist shall not be required to attend such premiere(s) or festival(s) if the distributor does not provide such travel, accommodations and per diem. |
| ANNA LOUISE PLOWMAN | **CREDIT:**  Credit to be no less than 4th position, same size and type as any upfront billing, with the exception of Jean Claude Van Damme.  Name will appear in paid ads in artwork and billing block.  On the condition that Lender and Performer fully perform all of their respective obligations under the Agreement and are not in breach hereunder, and that Performer’s role is retained in the picture as generally released and that Performer appears recognizably in such role, producer agrees to accord performer the credit(s) provided for in Paragraph 7 of the Performer’s Daily Contract ("Special Provisions”), if any, attached hereto and incorporated herein by this reference. If there is no mention of credit(s) in the Special Provisions, then Producer shall have the right, but not the obligation, to accord performer such credit as Producer may determine in its sole discretion. Except as expressly set forth in the Special provisions, the size, placement, form and all other matters relating to any credit accorded to performer shall he determined by Producer in its sole discretion. No casual or inadvertent failure by Producer or others to comply with the provisions of this paragraph G shall be deemed a breach of this agreement, nor shall failure by any third party to accord any credit to Performer constitute a breach by Producer of this Agreement. Notwithstanding anything to the contrary contained herein, it is understood and agreed that Producer shall have the right, in its sole discretion, to improve the credit to be accorded to Performer provided for in the Special Provisions, if any, in any manner whatsoever.  **ADVERTISING AND EXPLOITATION RIGHTS:** Producer and its licensees, successors and assigns shall have, forever and throughout the universe, the exclusive right to use the results and proceeds of performer's services and the non-exclusive right to use Performer's name, photograph, likeness, voice and or biography in or in connection with (i) the advertising and exploitation of the Picture, (ii) novelizations, books and other publications of any nature relating to the Picture, (iii) all products, commodities and/or services relation to the Picture, and/or (iv) in or in connection with "Co-Promotions" relating to the picture/ A “Co-Production” means any commercial tie-in, co-promotion, advertisement or other promotion item of any nature which is intended to promote both the Picture (and,/or any ancillary elements and rights associated with the picture) and other product(s) or services(s) (the "Tie-in Item") (including without limitation the use of clips or any other element of the Picture in combination with any third party’s copyrights, trademarks, logos, or other products or service(s) in connection with the advertisement, promotion, sale or distribution of such products and services (including premiums). Producer shall not state that Performer personally endorses any Tie-In Item.  **MERCHANDISING:** Performer hereby grants Producer the right, in perpetuity, to use or authorize others to use Performer's name or likeness on or in connection with any and all products, goods, merchandise, and other commercial exploitations of kind or description relating directly or indirectly, to the Picture, including without limitation any publications in print relating to the picture (collectively the “Merchandising Items”) and any advertising or publicity with respect to any such items. If performer’s name or likeness is used in connection with any Merchandising Items, Performer shall be entitled to a royalty in a sum equal to five percent (5%) of one hundred percent (100%) of the "Net Merchandising Income," if any, derived therefrom, except that if Performer's name or likeness is used in connection with any Merchandising Items with the names or likeness of one or more other persons who are also entitled to a royalty therefor, performer’s royalty shall be reduced pro rata in the proportion that Performer bears to the number of such persons, including Performer, whose name or likeness are so used. Net Merchandising Income means that remainder of all Producers receipts derived from such merchandising items after deducting therefrom (i) fifty percent (50%) of the amount of such receipts as an administration and supervisory fee and then (ii) all of producer’s costs and expenses relating to such Merchandising Items.  **NO RIGHTS IN THE CHARACTER:** Performer and Lender acknowledge that neither has any ownership interest or other rights of any kind in and to the character Performer portrays in the Picture (the "Character") and that Producer shall have the exclusive and unfettered right to merchandise, promote or otherwise exploit the Character (including the right to use other performers to portray such character) in any manner and at any time, free and clear of any obligation to performer or Lender.  **LOOKALIKES/SOUNDALIKES:** Any doubling should be done in a manner that is indistinguishable from the artist, and should not feature sex or nudity without Artist's consent. Artist should have first right to dub her own part in the English language.  Producer shall have the unfettered right at any time without notice to performer and without any further obligation or payment to Lender or Performer to engage the services of other artists (the "other Artists"), in lieu of Performer, to supply the likeness and/or voice of the Character in connection with the use of the Character in merchandising, co-promotions and/or other ancillary products. The Other Artists may include, without limitation, artists that resemble Performer (so-called “lookalikes”) and/or artists whose voices are intentionally similar to that of performer (so-called “soundalikes”).  **PROMOTIONAL FILMS:** Producer shall have the exclusive right to make one or more promotional films in connection with the Picture and to utilize the results and proceeds of Performer’s services therein. Performer shall render such services for said promotional films during the term as Producer may request, and Producer shall have the right to use film clips and behind-the-scenes shots in which performer appears in such promotional films. No additional compensation shall be payable for any such services or uses. |
| LOUIS DEMPSEY | **CREDIT: At Producer’s discretion; No Paid Ads**  On the condition that Lender and Performer fully perform all of their respective obligations under the Agreement and are not in breach hereunder, and that Performer’s role is retained in the picture as generally released and that Performer appears recognizably in such role, producer agrees to accord performer the credit(s) provided for in Paragraph 7 of the Performer’s Daily Contract ("Special Provisions”), if any, attached hereto and incorporated herein by this reference. If there is no mention of credit(s) in the Special Provisions, then Producer shall have the right, but not the obligation, to accord performer such credit as Producer may determine in its sole discretion. Except as expressly set forth in the Special provisions, the size, placement, form and all other matters relating to any credit accorded to performer shall he determined by Producer in its sole discretion. No casual or inadvertent failure by Producer or others to comply with the provisions of this paragraph G shall be deemed a breach of this agreement, nor shall failure by any third party to accord any credit to Performer constitute a breach by Producer of this Agreement. Notwithstanding anything to the contrary contained herein, it is understood and agreed that Producer shall have the right, in its sole discretion, to improve the credit to be accorded to Performer provided for in the Special Provisions, if any, in any manner whatsoever  **ADVERTISING AND EXPLOITATION RIGHTS:** Producer and its licensees, successors and assigns shall have, forever and throughout the universe, the exclusive right to use the results and proceeds of performer's services and the non-exclusive right to use Performer's name, photograph, likeness, voice and or biography in or in connection with (i) the advertising and exploitation of the Picture, (ii) novelizations, books and other publications of any nature relating to the Picture, (iii) all products, commodities and/or services relation to the Picture, and/or (iv) in or in connection with "Co-Promotions" relating to the picture/ A “Co-Production” means any commercial tie-in, co-promotion, advertisement or other promotion item of any nature which is intended to promote both the Picture (and,/or any ancillary elements and rights associated with the picture) and other product(s) or services(s) (the "Tie-in Item") (including without limitation the use of clips or any other element of the Picture in combination with any third party’s copyrights, trademarks, logos, or other products or service(s) in connection with the advertisement, promotion, sale or distribution of such products and services (including premiums). Producer shall not state that Performer personally endorses any Tie-In Item.  **MERCHANDISING:** Performer hereby grants Producer the right, in perpetuity, to use or authorize others to use Performer's name or likeness on or in connection with any and all products, goods, merchandise, and other commercial exploitations of kind or description relating directly or indirectly, to the Picture, including without limitation any publications in print relating to the picture (collectively the “Merchandising Items”) and any advertising or publicity with respect to any such items. If performer’s name or likeness is used in connection with any Merchandising Items, Performer shall be entitled to a royalty in a sum equal to five percent (5%) of one hundred percent (100%) of the "Net Merchandising Income," if any, derived therefrom, except that if Performer's name or likeness is used in connection with any Merchandising Items with the names or likeness of one or more other persons who are also entitled to a royalty therefor, performer’s royalty shall be reduced pro rata in the proportion that Performer bears to the number of such persons, including Performer, whose name or likeness are so used. Net Merchandising Income means that remainder of all Producers receipts derived from such merchandising items after deducting therefrom (i) fifty percent (50%) of the amount of such receipts as an administration and supervisory fee and then (ii) all of producer’s costs and expenses relating to such Merchandising Items.  **NO RIGHTS IN THE CHARACTER:** Performer and Lender acknowledge that neither has any ownership interest or other rights of any kind in and to the character Performer portrays in the Picture (the "Character") and that Producer shall have the exclusive and unfettered right to merchandise, promote or otherwise exploit the Character (including the right to use otehr performers to portray such character) in any manner and at any time, free and clear of any obligation to performer or Lender.  **LOOKALIKES/SOUNDALIKES:** Producer shall have the unfettered right at any time without notice to performer and without any further obligation or payment to Lender or Performer to engage the services of other artists (the "other Artists"), in lieu of Performer, to supply the likeness and/or voice of the Character in connection with the use of the Character in merchandising, co-promotions and/or other ancillary products. The Other Artists may include, without limitation, artists that resemble Performer (so-called “lookalikes”) and/or artists whose voices are intentionally similar to that of performer (so-called “soundalikes”).  **PROMOTIONAL FILMS:** Producer shall have the exclusive right to make one or more promotional films in connection with the Picture and to utilize the results and proceeds of Performer’s services therein. Performer shall render such services for said promotional films during the term as Producer may request, and Producer shall have the right to use film clips and behind-the-scenes shots in which performer appears in such promotional films. No additional compensation shall be payable for any such services or uses. |
| BIANCA BREE | **CREDIT: The name to be credited as: BIANCA BREE. At Producer’s Discretion. No Paid Ads.**  On the condition that Lender and Performer fully perform all of their respective obligations under the Agreement and are not in breach hereunder, and that Performer’s role is retained in the picture as generally released and that Performer appears recognizably in such role, producer agrees to accord performer the credit(s) provided for in Paragraph 7 of the Performer’s Daily Contract ("Special Provisions”), if any, attached hereto and incorporated herein by this reference. If there is no mention of credit(s) in the Special Provisions, then Producer shall have the right, but not the obligation, to accord performer such credit as Producer may determine in its sole discretion. Except as expressly set forth in the Special provisions, the size, placement, form and all other matters relating to any credit accorded to performer shall he determined by Producer in its sole discretion. No casual or inadvertent failure by Producer or others to comply with the provisions of this paragraph G shall be deemed a breach of this agreement, nor shall failure by any third party to accord any credit to Performer constitute a breach by Producer of this Agreement. Notwithstanding anything to the contrary contained herein, it is understood and agreed that Producer shall have the right, in its sole discretion, to improve the credit to be accorded to Performer provided for in the Special Provisions, if any, in any manner whatsoever  **ADVERTISING AND EXPLOITATION RIGHTS:** Producer and its licensees, successors and assigns shall have, forever and throughout the universe, the exclusive right to use the results and proceeds of performer's services and the non-exclusive right to use Performer's name, photograph, likeness, voice and or biography in or in connection with (i) the advertising and exploitation of the Picture, (ii) novelizations, books and other publications of any nature relating to the Picture, (iii) all products, commodities and/or services relation to the Picture, and/or (iv) in or in connection with "Co-Promotions" relating to the picture/ A “Co-Production” means any commercial tie-in, co-promotion, advertisement or other promotion item of any nature which is intended to promote both the Picture (and,/or any ancillary elements and rights associated with the picture) and other product(s) or services(s) (the "Tie-in Item") (including without limitation the use of clips or any other element of the Picture in combination with any third party’s copyrights, trademarks, logos, or other products or service(s) in connection with the advertisement, promotion, sale or distribution of such products and services (including premiums). Producer shall not state that Performer personally endorses any Tie-In Item.  **MERCHANDISING:** Performer hereby grants Producer the right, in perpetuity, to use or authorize others to use Performer's name or likeness on or in connection with any and all products, goods, merchandise, and other commercial exploitations of kind or description relating directly or indirectly, to the Picture, including without limitation any publications in print relating to the picture (collectively the “Merchandising Items”) and any advertising or publicity with respect to any such items. If performer’s name or likeness is used in connection with any Merchandising Items, Performer shall be entitled to a royalty in a sum equal to five percent (5%) of one hundred percent (100%) of the "Net Merchandising Income," if any, derived therefrom, except that if Performer's name or likeness is used in connection with any Merchandising Items with the names or likeness of one or more other persons who are also entitled to a royalty therefor, performer’s royalty shall be reduced pro rata in the proportion that Performer bears to the number of such persons, including Performer, whose name or likeness are so used. Net Merchandising Income means that remainder of all Producers receipts derived from such merchandising items after deducting therefrom (i) fifty percent (50%) of the amount of such receipts as an administration and supervisory fee and then (ii) all of producer’s costs and expenses relating to such Merchandising Items.  **NO RIGHTS IN THE CHARACTER:** Performer and Lender acknowledge that neither has any ownership interest or other rights of any kind in and to the character Performer portrays in the Picture (the "Character") and that Producer shall have the exclusive and unfettered right to merchandise, promote or otherwise exploit the Character (including the right to use otehr performers to portray such character) in any manner and at any time, free and clear of any obligation to performer or Lender.  **LOOKALIKES/SOUNDALIKES:** Producer shall have the unfettered right at any time without notice to performer and without any further obligation or payment to Lender or Performer to engage the services of other artists (the "other Artists"), in lieu of Performer, to supply the likeness and/or voice of the Character in connection with the use of the Character in merchandising, co-promotions and/or other ancillary products. The Other Artists may include, without limitation, artists that resemble Performer (so-called “lookalikes”) and/or artists whose voices are intentionally similar to that of performer (so-called “soundalikes”).  **PROMOTIONAL FILMS:** Producer shall have the exclusive right to make one or more promotional films in connection with the Picture and to utilize the results and proceeds of Performer’s services therein. Performer shall render such services for said promotional films during the term as Producer may request, and Producer shall have the right to use film clips and behind-the-scenes shots in which performer appears in such promotional films. No additional compensation shall be payable for any such services or uses. |
| KRISTOPHER VAN VARENBERG | **CREDIT: At Producer’s discretion; No Paid Ads**  On the condition that Lender and Performer fully perform all of their respective obligations under the Agreement and are not in breach hereunder, and that Performer’s role is retained in the picture as generally released and that Performer appears recognizably in such role, producer agrees to accord performer the credit(s) provided for in Paragraph 7 of the Performer’s Daily Contract ("Special Provisions”), if any, attached hereto and incorporated herein by this reference. If there is no mention of credit(s) in the Special Provisions, then Producer shall have the right, but not the obligation, to accord performer such credit as Producer may determine in its sole discretion. Except as expressly set forth in the Special provisions, the size, placement, form and all other matters relating to any credit accorded to performer shall he determined by Producer in its sole discretion. No casual or inadvertent failure by Producer or others to comply with the provisions of this paragraph G shall be deemed a breach of this agreement, nor shall failure by any third party to accord any credit to Performer constitute a breach by Producer of this Agreement. Notwithstanding anything to the contrary contained herein, it is understood and agreed that Producer shall have the right, in its sole discretion, to improve the credit to be accorded to Performer provided for in the Special Provisions, if any, in any manner whatsoever  **ADVERTISING AND EXPLOITATION RIGHTS:** Producer and its licensees, successors and assigns shall have, forever and throughout the universe, the exclusive right to use the results and proceeds of performer's services and the non-exclusive right to use Performer's name, photograph, likeness, voice and or biography in or in connection with (i) the advertising and exploitation of the Picture, (ii) novelizations, books and other publications of any nature relating to the Picture, (iii) all products, commodities and/or services relation to the Picture, and/or (iv) in or in connection with "Co-Promotions" relating to the picture/ A “Co-Production” means any commercial tie-in, co-promotion, advertisement or other promotion item of any nature which is intended to promote both the Picture (and,/or any ancillary elements and rights associated with the picture) and other product(s) or services(s) (the "Tie-in Item") (including without limitation the use of clips or any other element of the Picture in combination with any third party’s copyrights, trademarks, logos, or other products or service(s) in connection with the advertisement, promotion, sale or distribution of such products and services (including premiums). Producer shall not state that Performer personally endorses any Tie-In Item.  **MERCHANDISING:** Performer hereby grants Producer the right, in perpetuity, to use or authorize others to use Performer's name or likeness on or in connection with any and all products, goods, merchandise, and other commercial exploitations of kind or description relating directly or indirectly, to the Picture, including without limitation any publications in print relating to the picture (collectively the “Merchandising Items”) and any advertising or publicity with respect to any such items. If performer’s name or likeness is used in connection with any Merchandising Items, Performer shall be entitled to a royalty in a sum equal to five percent (5%) of one hundred percent (100%) of the "Net Merchandising Income," if any, derived therefrom, except that if Performer's name or likeness is used in connection with any Merchandising Items with the names or likeness of one or more other persons who are also entitled to a royalty therefor, performer’s royalty shall be reduced pro rata in the proportion that Performer bears to the number of such persons, including Performer, whose name or likeness are so used. Net Merchandising Income means that remainder of all Producers receipts derived from such merchandising items after deducting therefrom (i) fifty percent (50%) of the amount of such receipts as an administration and supervisory fee and then (ii) all of producer’s costs and expenses relating to such Merchandising Items.  **NO RIGHTS IN THE CHARACTER:** Performer and Lender acknowledge that neither has any ownership interest or other rights of any kind in and to the character Performer portrays in the Picture (the "Character") and that Producer shall have the exclusive and unfettered right to merchandise, promote or otherwise exploit the Character (including the right to use otehr performers to portray such character) in any manner and at any time, free and clear of any obligation to performer or Lender.  **LOOKALIKES/SOUNDALIKES:** Producer shall have the unfettered right at any time without notice to performer and without any further obligation or payment to Lender or Performer to engage the services of other artists (the "other Artists"), in lieu of Performer, to supply the likeness and/or voice of the Character in connection with the use of the Character in merchandising, co-promotions and/or other ancillary products. The Other Artists may include, without limitation, artists that resemble Performer (so-called “lookalikes”) and/or artists whose voices are intentionally similar to that of performer (so-called “soundalikes”).  **PROMOTIONAL FILMS:** Producer shall have the exclusive right to make one or more promotional films in connection with the Picture and to utilize the results and proceeds of Performer’s services therein. Performer shall render such services for said promotional films during the term as Producer may request, and Producer shall have the right to use film clips and behind-the-scenes shots in which performer appears in such promotional films. No additional compensation shall be payable for any such services or uses. |
| MARK LEWIS | **CREDIT: At Producer’s discretion; No Paid Ads**  On the condition that Lender and Performer fully perform all of their respective obligations under the Agreement and are not in breach hereunder, and that Performer’s role is retained in the picture as generally released and that Performer appears recognizably in such role, producer agrees to accord performer the credit(s) provided for in Paragraph 7 of the Performer’s Daily Contract ("Special Provisions”), if any, attached hereto and incorporated herein by this reference. If there is no mention of credit(s) in the Special Provisions, then Producer shall have the right, but not the obligation, to accord performer such credit as Producer may determine in its sole discretion. Except as expressly set forth in the Special provisions, the size, placement, form and all other matters relating to any credit accorded to performer shall he determined by Producer in its sole discretion. No casual or inadvertent failure by Producer or others to comply with the provisions of this paragraph G shall be deemed a breach of this agreement, nor shall failure by any third party to accord any credit to Performer constitute a breach by Producer of this Agreement. Notwithstanding anything to the contrary contained herein, it is understood and agreed that Producer shall have the right, in its sole discretion, to improve the credit to be accorded to Performer provided for in the Special Provisions, if any, in any manner whatsoever.  **ADVERTISING AND EXPLOITATION RIGHTS:** Producer and its licensees, successors and assigns shall have, forever and throughout the universe, the exclusive right to use the results and proceeds of performer's services and the non-exclusive right to use Performer's name, photograph, likeness, voice and or biography in or in connection with (i) the advertising and exploitation of the Picture, (ii) novelizations, books and other publications of any nature relating to the Picture, (iii) all products, commodities and/or services relation to the Picture, and/or (iv) in or in connection with "Co-Promotions" relating to the picture/ A “Co-Production” means any commercial tie-in, co-promotion, advertisement or other promotion item of any nature which is intended to promote both the Picture (and,/or any ancillary elements and rights associated with the picture) and other product(s) or services(s) (the "Tie-in Item") (including without limitation the use of clips or any other element of the Picture in combination with any third party’s copyrights, trademarks, logos, or other products or service(s) in connection with the advertisement, promotion, sale or distribution of such products and services (including premiums). Producer shall not state that Performer personally endorses any Tie-In Item.  **MERCHANDISING:** Performer hereby grants Producer the right, in perpetuity, to use or authorize others to use Performer's name or likeness on or in connection with any and all products, goods, merchandise, and other commercial exploitations of kind or description relating directly or indirectly, to the Picture, including without limitation any publications in print relating to the picture (collectively the “Merchandising Items”) and any advertising or publicity with respect to any such items. If performer’s name or likeness is used in connection with any Merchandising Items, Performer shall be entitled to a royalty in a sum equal to five percent (5%) of one hundred percent (100%) of the "Net Merchandising Income," if any, derived therefrom, except that if Performer's name or likeness is used in connection with any Merchandising Items with the names or likeness of one or more other persons who are also entitled to a royalty therefor, performer’s royalty shall be reduced pro rata in the proportion that Performer bears to the number of such persons, including Performer, whose name or likeness are so used. Net Merchandising Income means that remainder of all Producers receipts derived from such merchandising items after deducting therefrom (i) fifty percent (50%) of the amount of such receipts as an administration and supervisory fee and then (ii) all of producer’s costs and expenses relating to such Merchandising Items.  **NO RIGHTS IN THE CHARACTER:** Performer and Lender acknowledge that neither has any ownership interest or other rights of any kind in and to the character Performer portrays in the Picture (the "Character") and that Producer shall have the exclusive and unfettered right to merchandise, promote or otherwise exploit the Character (including the right to use otehr performers to portray such character) in any manner and at any time, free and clear of any obligation to performer or Lender.  **LOOKALIKES/SOUNDALIKES:** Producer shall have the unfettered right at any time without notice to performer and without any further obligation or payment to Lender or Performer to engage the services of other artists (the "other Artists"), in lieu of Performer, to supply the likeness and/or voice of the Character in connection with the use of the Character in merchandising, co-promotions and/or other ancillary products. The Other Artists may include, without limitation, artists that resemble Performer (so-called “lookalikes”) and/or artists whose voices are intentionally similar to that of performer (so-called “soundalikes”).  **PROMOTIONAL FILMS:** Producer shall have the exclusive right to make one or more promotional films in connection with the Picture and to utilize the results and proceeds of Performer’s services therein. Performer shall render such services for said promotional films during the term as Producer may request, and Producer shall have the right to use film clips and behind-the-scenes shots in which performer appears in such promotional films. No additional compensation shall be payable for any such services or uses. |
| URIEL EMIL POLLACK | **CREDIT: At Producer’s discretion; No Paid Ads**  On the condition that Lender and Performer fully perform all of their respective obligations under the Agreement and are not in breach hereunder, and that Performer’s role is retained in the picture as generally released and that Performer appears recognizably in such role, producer agrees to accord performer the credit(s) provided for in Paragraph 7 of the Performer’s Daily Contract ("Special Provisions”), if any, attached hereto and incorporated herein by this reference. If there is no mention of credit(s) in the Special Provisions, then Producer shall have the right, but not the obligation, to accord performer such credit as Producer may determine in its sole discretion. Except as expressly set forth in the Special provisions, the size, placement, form and all other matters relating to any credit accorded to performer shall he determined by Producer in its sole discretion. No casual or inadvertent failure by Producer or others to comply with the provisions of this paragraph G shall be deemed a breach of this agreement, nor shall failure by any third party to accord any credit to Performer constitute a breach by Producer of this Agreement. Notwithstanding anything to the contrary contained herein, it is understood and agreed that Producer shall have the right, in its sole discretion, to improve the credit to be accorded to Performer provided for in the Special Provisions, if any, in any manner whatsoever.  **ADVERTISING AND EXPLOITATION RIGHTS:** Producer and its licensees, successors and assigns shall have, forever and throughout the universe, the exclusive right to use the results and proceeds of performer's services and the non-exclusive right to use Performer's name, photograph, likeness, voice and or biography in or in connection with (i) the advertising and exploitation of the Picture, (ii) novelizations, books and other publications of any nature relating to the Picture, (iii) all products, commodities and/or services relation to the Picture, and/or (iv) in or in connection with "Co-Promotions" relating to the picture/ A “Co-Production” means any commercial tie-in, co-promotion, advertisement or other promotion item of any nature which is intended to promote both the Picture (and,/or any ancillary elements and rights associated with the picture) and other product(s) or services(s) (the "Tie-in Item") (including without limitation the use of clips or any other element of the Picture in combination with any third party’s copyrights, trademarks, logos, or other products or service(s) in connection with the advertisement, promotion, sale or distribution of such products and services (including premiums). Producer shall not state that Performer personally endorses any Tie-In Item.  **MERCHANDISING:** Performer hereby grants Producer the right, in perpetuity, to use or authorize others to use Performer's name or likeness on or in connection with any and all products, goods, merchandise, and other commercial exploitations of kind or description relating directly or indirectly, to the Picture, including without limitation any publications in print relating to the picture (collectively the “Merchandising Items”) and any advertising or publicity with respect to any such items. If performer’s name or likeness is used in connection with any Merchandising Items, Performer shall be entitled to a royalty in a sum equal to five percent (5%) of one hundred percent (100%) of the "Net Merchandising Income," if any, derived therefrom, except that if Performer's name or likeness is used in connection with any Merchandising Items with the names or likeness of one or more other persons who are also entitled to a royalty therefor, performer’s royalty shall be reduced pro rata in the proportion that Performer bears to the number of such persons, including Performer, whose name or likeness are so used. Net Merchandising Income means that remainder of all Producers receipts derived from such merchandising items after deducting therefrom (i) fifty percent (50%) of the amount of such receipts as an administration and supervisory fee and then (ii) all of producer’s costs and expenses relating to such Merchandising Items.  **NO RIGHTS IN THE CHARACTER:** Performer and Lender acknowledge that neither has any ownership interest or other rights of any kind in and to the character Performer portrays in the Picture (the "Character") and that Producer shall have the exclusive and unfettered right to merchandise, promote or otherwise exploit the Character (including the right to use otehr performers to portray such character) in any manner and at any time, free and clear of any obligation to performer or Lender.  **LOOKALIKES/SOUNDALIKES:** Producer shall have the unfettered right at any time without notice to performer and without any further obligation or payment to Lender or Performer to engage the services of other artists (the "other Artists"), in lieu of Performer, to supply the likeness and/or voice of the Character in connection with the use of the Character in merchandising, co-promotions and/or other ancillary products. The Other Artists may include, without limitation, artists that resemble Performer (so-called “lookalikes”) and/or artists whose voices are intentionally similar to that of performer (so-called “soundalikes”).  **PROMOTIONAL FILMS:** Producer shall have the exclusive right to make one or more promotional films in connection with the Picture and to utilize the results and proceeds of Performer’s services therein. Performer shall render such services for said promotional films during the term as Producer may request, and Producer shall have the right to use film clips and behind-the-scenes shots in which performer appears in such promotional films. No additional compensation shall be payable for any such services or uses. |
| Casting by  GILLIAN HAWSER CDG CSA | **5. Credit**: On the condition that Artist is not in breach or default hereof and has performed all obligations hereunder, and that the Picture is completed with the services of Artist as the casting director, Producer shall accord the following credit in the main titles of the Picture on a single card, in substantially the form of “**Casting by Gillian Hawser CDG CSA**” (the “**Casting Credit**”) on all positive prints of the Picture. Except as herein above, the exact form, style and all other matters relating to any such credit shall be determined by Producer in its sole discretion. No casual or inadvertent failure to comply with the provisions of this Paragraph nor any failure by third parties to comply with their agreements with Producer shall constitute a breach of this Agreement by Producer. Producer shall have the right, at its sole discretion, to accord Artist more favorable credit than provided herein.  **6. Grant of Rights**: Artist hereby grants, transfers and assigns to Producer in perpetuity throughout the universe all rights of every kind and nature in, to and with respect to the results and proceeds of Artist’s services hereunder. Artist acknowledges that Producer shall be the sole and exclusive owner of all rights in and to the Picture, including without limitation the copyright therein, and of all the results and proceeds of Artist’s services hereunder and shall have the right to use, exploit, advertise, edit, change, exhibit and otherwise turn to account any or all of the foregoing in any manner and in any and all media (including, without limitation, in and in connection with theatrical and non-theatrical motion pictures, including without limitation featurettes and promotional films, remakes, sequels and prequels, all forms of television, radio, legitimate stage, videodiscs, videocassettes and all other home video devices, phonograph recordings, publications and merchandising), whether now known or hereafter devised, throughout the world, in perpetuity, in all languages, as Producer shall determine in its sole discretion. Artist hereby waives any and all so-called “moral rights” of authors. All results and proceeds contributed by Artist are intended by Artist and Producer to be a “work-made-for-hire” by Artist pursuant to Section 201 of Title 17 of the United States Code. Without limiting the foregoing, Artist hereby irrevocably assigns, licenses and grants to Producer, throughout the universe, in perpetuity, the rights, if any, of Artist to authorize, prohibit and/or control the renting, lending, fixation, reproduction and/or other exploitation of the Picture by any media and means now known or hereafter devised as may be conferred upon Artist under applicable laws, regulations or directives, including without limitation any so-called rental and lending rights pursuant to any directives from the European Union (“**EU**”) and/or enabling or implementing legislation, laws or regulations enacted by the member nations of the EU. Producer shall have the right to use Artist’s name, voice, picture, likeness, and personal property (including clothing and vehicles) in connection with the Picture, the advertising and publicizing thereof, and any still photography, promotional films or clips respecting the Picture (including, without limitation, “electronic press kits,” behind-the-scenes footage for any “behind-the-scenes” motion picture, DVD releases, video releases, merchandising, commercial tie-ins and/or other work) without additional compensation or approval therefor. |
| Costume Designer ANA IONECI | **CREDIT—Single Card Main Titles. PAID ADS, Billing Block as Costume Designer.**  Unless otherwise specified in this Crew Deal Memo, screen credit is at Production Company’s sole and absolute discretion. Neither the inadvertent failure by Production Company, nor the failure by any third party, to accord credit in accordance with the provisions of this Crew Deal memo shall be deemed a breach of this Crew Deal Memo by Production Company. Except as expressly provided herein, all aspects of Employee’s credit shall be determined by Production Company in its sole discretion. Production Company shall have the right, at its discretion, to accord Employee more favorable credit than provided herein.  **Name and Likeness:** Production Company shall have the right to use Employee’s name, voice, picture, likeness and personal property (including clothing and vehicles) in connection with the Picture, the advertising and publicizing thereof, and any still photography, promotional films, or clips respecting the Picture (including, without limitation, “electronic press kits,” behind-the-scenes footage for any “behind-the-scenes” motion picture, DVD releases, video releases, merchandising, commercial tie-ins and/or other work) without additional compensation or approval therefore. |
| Special Effects by  NICK ALLDER | **CREDIT—SINGLE CARD. PAID ADS, Main Titles as Special Effects Supervisor.**  Unless otherwise specified in this Crew Deal Memo, screen credit is at Production Company’s sole and absolute discretion. Neither the inadvertent failure by Production Company, nor the failure by any third party, to accord credit in accordance with the provisions of this Crew Deal memo shall be deemed a breach of this Crew Deal Memo by Production Company. Except as expressly provided herein, all aspects of Employee’s credit shall be determined by Production Company in its sole discretion. Production Company shall have the right, at its discretion, to accord Employee more favorable credit than provided herein.  **Name and Likeness:** Production Company shall have the right to use Employee’s name, voice, picture, likeness and personal property (including clothing and vehicles) in connection with the Picture, the advertising and publicizing thereof, and any still photography, promotional films, or clips respecting the Picture (including, without limitation, “electronic press kits,” behind-the-scenes footage for any “behind-the-scenes” motion picture, DVD releases, video releases, merchandising, commercial tie-ins and/or other work) without additional compensation or approval therefore. |
| Music By NEAL ACREE | **6. CREDIT.**  (a) Screen: If more than 50% of the total background music in the Picture is Score, then Composer shall receive credit in the main titles of the Picture on a separate card (or the end titles thereof if the producer, director and writer credits are only in the end titles) substantially as follows:  “MUSIC BY NEAL ACREE”  (b) Alternate Screen: If 50% or less of the total background music in the Picture is Score, then Composer shall receive credit on a crawl in the end titles of the Picture either (i) “Written by Neal Acree” for each individual Score cue or group of Score cues included in the Picture, or (ii) in substantially the form: “ADDITIONAL MUSIC BY NEAL ACREE” the choice of which credit shall be in Company’s sole discretion.  (c) Paid Ads: If more than 50% of the background music in the Picture is Score, then Composer shall receive credit substantially as “MUSIC BY NEAL ACREE” in all paid advertisements, produced by, placed by or under Company's control from the date hereof, subject to Company’s customary exclusions.  (d) Soundtrack Album: If more than 50% of the music on the Album is Score, then Company shall direct the Distributor to accord front cover credit worded as in Subparagraph (a) above. In the event 50% or less of the music included on the Album is Score, then Company shall direct Distributor to accord Composer a “Written By” credit on the back cover of the Album or in the liner notes. The above credit requirements shall be subject to Distributor’s label policies and the particular physical contingencies of each device embodying the Album.  (e) Cure: All other characteristics of the aforementioned credits will be at Company’s sole discretion and no casual or inadvertent failure by Company or any third party to comply with the foregoing credit provisions shall be deemed a breach hereof.  **5. Rights of the Company:**  (b) Name And Likeness: Company shall also have the right throughout the universe, in perpetuity, to use and reproduce the name, sobriquet, approved likeness and approved biography of Composer in connection with this agreement, the Picture, the Promotions, any Sequels, the Album, any Single or any other phonorecords derived from the Score Masters and the advertising and exploitation thereof, any so‑called "commercial tie‑ups", merchandising, by‑products, advertising and publicizing of any commodities, products or services relating or referring to the Picture, or any use of the Work. Composer shall not be represented as using, consuming or endorsing any such commodity, product or service without Composer's written consent. |
| Production Designer JOHN WELBANKS | **CREDIT—SINGLE CARD Main Titles, PAID ADS, BILLING BLOCK as PRODUCTION DESIGNER**  Unless otherwise specified in this Crew Deal Memo, screen credit is at Production Company’s sole and absolute discretion. Neither the inadvertent failure by Production Company, nor the failure by any third party, to accord credit in accordance with the provisions of this Crew Deal memo shall be deemed a breach of this Crew Deal Memo by Production Company. Except as expressly provided herein, all aspects of Employee’s credit shall be determined by Production Company in its sole discretion. Production Company shall have the right, at its discretion, to accord Employee more favorable credit than provided herein.  **Name and Likeness**: Production Company shall have the right to use Employee’s name, voice, picture, likeness and personal property (including clothing and vehicles) in connection with the Picture, the advertising and publicizing thereof, and any still photography, promotional films, or clips respecting the Picture (including, without limitation, “electronic press kits,” behind-the-scenes footage for any “behind-the-scenes” motion picture, DVD releases, video releases, merchandising, commercial tie-ins and/or other work) without additional compensation or approval therefore. |
| Edited by PETER DEVANEY FLANAGAN | **5. CREDIT.** Upon the conditions that Artist has performed all of Artist's obligations under this Agreement and that the Picture is completed with Artist as the sole editor thereof, and subject to applicable union approval and any other applicable labor union or guild requirements, Company shall accord Artist credit in substantially the following form: "Editor--Peter Devaney Flanagan" ("**Artist's Credit**") as follows:  5.1 On Screen. On all positive prints of the Picture in the main titles of the Picture (which may appear at the end of the Picture) on a single card in a size no less favorable than the credit accorded on screen to the Director of Photography.  5.2 Billing Block. Provided that a so-called “billing block” is used thereon, Artist’s Credit shall be accorded in the billing block portion of the following items:  5.2.1 full-page paid advertising that relates primarily to the Picture, issued by or under the direct control of Company (“**Paid Ads**”) appearing in “The New York Times” and “The Los Angeles Times”;  5.2.2 full-page Paid Ads appearing in “Daily Variety”;  5.2.3 theater posters for the Picture on which credit is accorded in the billing block to the director, writer, and producer; and  5.2.4 packaging for videocassettes, digital video discs and/or laser discs on which credit is accorded in the billing block to the director, writer, and producer;  5.2.4 The foregoing billing block considerations shall not apply to group, list, teaser, congratulatory, award, nomination, or other special advertising.  5.3 Company's Discretion. Unless otherwise specified herein, all matters relating to form, size, placement and position of Artist's Credit on screen and in paid advertising, if applicable, shall be determined by Company in its sole discretion. If Artist is not the sole editor of the Picture, Company shall determine in good faith (subject to any guild or union agreements and/or regulations) whether Artist is entitled to shared credit and, if so, all aspects of that credit.  5.4 Casual/Inadvertent Failure. No casual or inadvertent failure of Company or any failure of any third party(ies) to comply with these credit provisions shall constitute a breach of this Agreement by Company or its assignee.  **6. DVD.** Provided that the Picture is completed under Artist's supervision as editor and Artist has rendered all services which Company may require and that Artist is not in Default, then upon Artist's request, Company shall provide Artist with one (1) DVD of the Picture at such time, if ever, as DVDs of the Picture become generally commercially available.  **7. PREMIERE.** Provided that the Picture is completed under Artist’s supervision as editor and Artist has rendered all services which Company may require and that Artist is not in Default, Company shall invite Artist and one (1) personal companion to attend one (1) United States celebrity premiere, if any, of the Picture.  11.2 Name, Voice, Likeness, Etc. Company shall have the right, throughout the universe, in perpetuity, to use and reproduce, and authorize others to use and reproduce, the name, voice, likeness and biographical data of Artist in connection with the Picture and the advertising and exploitation thereof (including, without limitation, in connection with featurettes, promotional films and so-called "behind-the-scenes" footage), in the advertising or publicizing of any commodities, products or services relating to the Picture and/or by Company and/or its parents, affiliates or subsidiaries in connection with general corporate or institutional uses (*e.g.*, trade shows, Company promotions, financial prospectuses and/or annual reports) or for promotion of their products; provided, however, that Artist shall not be represented as endorsing any such commodity, product or service without Artist's prior consent. |
| Director of Photography PHIL PARMET | **CREDIT—SINGLE CARD Main Titles. PAID ADS, Billing Block as Director of Photography**  Unless otherwise specified in this Crew Deal Memo, screen credit is at Production Company’s sole and absolute discretion. Neither the inadvertent failure by Production Company, nor the failure by any third party, to accord credit in accordance with the provisions of this Crew Deal memo shall be deemed a breach of this Crew Deal Memo by Production Company. Except as expressly provided herein, all aspects of Employee’s credit shall be determined by Production Company in its sole discretion. Production Company shall have the right, at its discretion, to accord Employee more favorable credit than provided herein.  **Name and Likeness:** Production Company shall have the right to use Employee’s name, voice, picture, likeness and personal property (including clothing and vehicles) in connection with the Picture, the advertising and publicizing thereof, and any still photography, promotional films, or clips respecting the Picture (including, without limitation, “electronic press kits,” behind-the-scenes footage for any “behind-the-scenes” motion picture, DVD releases, video releases, merchandising, commercial tie-ins and/or other work) without additional compensation or approval therefore. |
| Executive Producer JEAN-CLAUDE VAN DAMME | C. Designation of “Executive Producer” and “Co-Producer”: Artist shall have the right to designate one individual to receive “Executive Producer” credit on screen (in the main titles) and in Paid Advertising where the full billing block is used (which shall be deemed to mean any billing block in which the director of photography receives credit), and the right designate one individual to receive “Co-Producer” credit on screen (in the main or end titles, where, at Producer’s discretion, all such “co-producer[s]” credit appear) so long as such credits designated do not result in any loss of financial benefits arising under any co-production subsidy or financing plan. Such credit shall be MFN in size to those accorded the producers, executive producers, director, and writer(s) in the main or end titles, or the billing block, all as applicable (e.g., where all such “co- producer[s]” credit appears). |
| Executive Producers REUBEN LIBER  MIKE CALLAGHAN  FRANCISCO J. GONZALEZ  ROMAN VIARIS | **REUBEN LIBER:**  **Credit**: Company agrees that Liber shall be accorded the following credits “on screen”, in the main titles on positive prints of the Picture and in all “paid ads” in which a billing block is used:  Shared Credit: Liber shall be entitled to an “Executive Producer” credit on a single or shared card (at Company’s discretion), on screen, in the main titles, and in the billing block of all paid advertising.  Size of credit: No smaller than any other credits accorded to any other individual producer.  Position: At Company’s discretion on screen and in billing block.  No casual or inadvertent failure to comply with the provisions of this Agreement or any failure by third parties to comply with their agreements with Company shall constitute a breach of this Agreement by Company. In the event of Company’s failure to comply with any of its credit obligations hereunder, Company shall, upon receipt of written notice of such failure, use reasonable efforts to correct such failure in credits on a prospective basis only, i.e. those paid ads (if any) or other credits prepared after Company’s receipt of such notice (allowing for adequate time after receipt of notice to implement such correction).  **Name/Likeness/Biography:** Liber hereby grants to Company the right to issue and authorize publicity concerning Liber, and to use Liber’s name, voice, likeness, and biographical data in connection with the development, production, distribution, exhibition, advertising, and exploitation of the picture. In connection with the foregoing, Company shall utilize biographical material supplied by Liber, subject to the submission of such material by Liber to Company within Ten (10) days from Company’s request of such materials and further subject to Company’s right to edit such material and make additions thereto relating to the picture. Notwithstanding the foregoing, if Liber does not submit biographical material to Company as provided herein, Company may compose such material regarding Liber within its sole discretion.  **MIKE CALLAGHAN:**  **Credit:** Company agrees that Callaghan shall be accorded the following credits “on screen”, in the main titles on positive prints of the Picture and in all “paid ads” in which a billing block is used:  Shared Credit: Callaghan shall be entitled to an “Executive Producer” credit on a single or shared card (at Company’s discretion), on screen, in the main titles, and in the billing block of all paid advertising.  Size of credit: No smaller than any other credits accorded to any other individual producer.  Position: At Company’s discretion on screen and in billing block.  No casual or inadvertent failure to comply with the provisions of this Agreement or any failure by third parties to comply with their agreements with Company shall constitute a breach of this Agreement by Company. In the event of Company’s failure to comply with any of its credit obligations hereunder, Company shall, upon receipt of written notice of such failure, use reasonable efforts to correct such failure in credits on a prospective basis only, i.e. those paid ads (if any) or other credits prepared after Company’s receipt of such notice (allowing for adequate time after receipt of notice to implement such correction).  **Name/Likeness/Biography:** Callaghan hereby grants to Company the right to issue and authorize publicity concerning Callaghan, and to use Callaghan’s name, voice, likeness, and biographical data in connection with the development, production, distribution, exhibition, advertising, and exploitation of the picture. In connection with the foregoing, Company shall utilize biographical material supplied by Callaghan, subject to the submission of such material by Callaghan to Company within Ten (10) days from Company’s request of such materials and further subject to Company’s right to edit such material and make additions thereto relating to the picture. Notwithstanding the foregoing, if Callaghan does not submit biographical material to Company as provided herein, Company may compose such material regarding Callaghan within its sole discretion.  **FRANCISCO J. GONZALEZ:**  **Credit**: Company agrees that Gonzalez shall be accorded the following credits “on screen”, in the main titles on positive prints of the Picture and in all “paid ads” in which a billing block is used:  Shared Credit: Gonzalez shall be entitled to an “Executive Producer” credit on a single or shared card (at Company’s discretion), on screen, in the main titles, and in the billing block of all paid advertising.  Size of credit: No smaller than any other credits accorded to any other individual producer.  Position: At Company’s discretion on screen and in billing block.  No casual or inadvertent failure to comply with the provisions of this Agreement or any failure by third parties to comply with their agreements with Company shall constitute a breach of this Agreement by Company. In the event of Company’s failure to comply with any of its credit obligations hereunder, Company shall, upon receipt of written notice of such failure, use reasonable efforts to correct such failure in credits on a prospective basis only, i.e. those paid ads (if any) or other credits prepared after Company’s receipt of such notice (allowing for adequate time after receipt of notice to implement such correction).  **Name/Likeness/Biography:**  Gonzalez hereby grants to Company the right to issue and authorize publicity concerning Gonzalez, and to use Gonzalez’s name, voice, likeness, and biographical data in connection with the development, production, distribution, exhibition, advertising, and exploitation of the picture. In connection with the foregoing, Company shall utilize biographical material supplied by Gonzalez, subject to the submission of such material by Gonzalez to Company within Ten (10) days from Company’s request of such materials and further subject to Company’s right to edit such material and make additions thereto relating to the picture. Notwithstanding the foregoing, if Liber does not submit biographical material to Company as provided herein, Company may compose such material regarding Gonzalez within its sole discretion.  **ROMAN VIARIS:**  **Credit**: Company agrees that Viaris shall be accorded the following credits “on screen”, in the main titles on positive prints of the Picture and in all “paid ads” in which a billing block is used:  Shared Credit: Viaris shall be entitled to an “Executive Producer” credit on a single or shared card (at Company’s discretion), on screen, in the main titles, and in the billing block of all paid advertising.  Size of credit: No smaller than any other credits accorded to any other individual producer.  Position: At Company’s discretion on screen and in billing block.  No casual or inadvertent failure to comply with the provisions of this Agreement or any failure by third parties to comply with their agreements with Company shall constitute a breach of this Agreement by Company. In the event of Company’s failure to comply with any of its credit obligations hereunder, Company shall, upon receipt of written notice of such failure, use reasonable efforts to correct such failure in credits on a prospective basis only, i.e. those paid ads (if any) or other credits prepared after Company’s receipt of such notice (allowing for adequate time after receipt of notice to implement such correction).  **Name/Likeness/Biography:** Viaris hereby grants to Company the right to issue and authorize publicity concerning Viaris, and to use Viaris’s name, voice, likeness, and biographical data in connection with the development, production, distribution, exhibition, advertising, and exploitation of the picture. In connection with the foregoing, Company shall utilize biographical material supplied by Viaris, subject to the submission of such material by Viaris to Company within Ten (10) days from Company’s request of such materials and further subject to Company’s right to edit such material and make additions thereto relating to the picture. Notwithstanding the foregoing, if Viaris does not submit biographical material to Company as provided herein, Company may compose such material regarding Viaris within its sole discretion. |
| Produced by  BRAD KREVOY  JUSTIN BURSCH  PATRICK NEWALL | **BRAD KREVOY:**  Lender and Krevoy hereby grants to Company the right to issue and authorize publicity concerning Krevoy, and to use Krevoy’s name, voice, likeness, and biographical data in connection with the development, production, distribution, exhibition, advertising, and exploitation of the picture. In connection with the foregoing, Company shall utilize biographical material supplied by Lender and/or Krevoy, subject to the submission of such material by Lender and/or Krevoy to Company within Ten (10) days from Company’s request of such materials and further subject to Company’s right to edit such material and make additions thereto relating to the picture. Notwithstanding the foregoing, if neither Lender nor Krevoy submits biographical material to Company as provided herein, Company may compose such material regarding Krevoy within its sole discretion. Company agrees that Krevoy shall be accorded the following credits “on screen”, in the main titles on positive prints of the Picture and in all “paid ads” in which a billing block is used:  Individual Credit: Krevoy shall be entitled to a “produced by” credit on a single or shared card (at Company’s discretion), on screen, in the main titles, and in the billing block of all paid advertising.  Size: No smaller than any other credits accorded to any other individual producer.  Production Credit: Krevoy shall be entitled to designate a company to receive a  “presentation” credit, “above” the regular title of the Picture: (i) on a single or shared card (at Company’s discretion), on screen in main titles, and (ii) in the billing block of all paid advertising; substantially in the form of “Motion Picture Corporation of America Presents a Brad Krevoy Production”.  Size: No smaller than any other “production-type” credit accorded to any other individual or entity.    Logo Credit: Krevoy shall be entitled to designate a company to receive a logo credit “above” the regular title of the Picture: (i) on a single card, on screen in the main titles, and (ii) in the billing block of all paid advertising, the position of which shall be determined by Company.  Size: No smaller than any other logo accorded to any other logo credit.  Lender and Krevoy warrant and represent that all literary, dramatic, musical, and other material and all ideas, designs, and inventions of Lender and Krevoy furnished by Lender and Krevoy in connection with the Picture are or will be original with Lender and/or Krevoy, as applicable, or in the public domain throughout the world, and shall not be based in whole or in part on the life of any real person except as approved in writing by Company, and shall not infringe upon or violate any copyright of, or, to Lender’s and Krevoy’s best knowledge infringe upon or violate the right of privacy or any other right of any person; and that Lender and Krevoy are free to grant all rights granted and make all agreements made by Lender and Krevoy herein. Lender and Krevoy agree to hold Company and its successors, licensees, and assigns harmless from and against all damages, losses, costs, and expenses (including reasonable attorneys’ fees and costs) which Company or any of its successors, licensees, or assigns may suffer or incur by reason of Lender’s or Krevoy’s breach of this Agreement, including but not limited to Lender’s or Krevoy’s breach of any of the warranties made in this paragraph.  Lender and Krevoy expressly agree that Company shall have the right to assign this Agreement and any or all of Company’s rights hereunder at any time to any person, firm, or corporation without limitation. This Agreement shall inure to the benefit of Company’s successors, assigns, licensees, and distributors. Neither Lender nor Krevoy may assign this agreement.  **JUSTIN BURSCH:**  **4. CREDIT**. Upon the condition that the Picture is completed under Artist's supervision as an individual line producer thereof, Company shall accord Artist credit in substantially the following form: "Produced by Justin Bursch" in the main titles of the Picture (i.e., where the individual principal cast and the “directed by” credit appear, whether located at the beginning or the end of the Picture) and in the billing block portion of all paid advertising relating primarily to the Picture, issued by, or under the direct control of, Company, subject to any applicable distributor’s customary exclusions and exceptions.  4.1 General Terms. The position of Artist's credit and all other matters with respect to Artist's credit shall be determined by Company in its sole discretion. No casual or inadvertent failure to comply with the provisions of this section nor any failure by third parties to comply with their agreements with Company shall constitute a breach of this Agreement by Company. Company shall have the right in its sole discretion to accord Artist more favorable credit(s) than provided for herein.  **7. NAME AND LIKENESS.** Company and the distributor of the Picture shall have the right, throughout the universe in perpetuity, in any and all media now or hereafter known or devised, to use and reproduce, and grant others the right to use and reproduce, Artist's name, voice, image, likeness, attributes and pre-approved biographical data in connection with (i) the Picture and the exhibition, advertising, promotion and/or other exploitation thereof (including, without limitation, in connection with "commercial tie-ins," featurettes, "behind-the-scenes" programming and interviews), and (ii) advertising, promotion and/or other exploitation of any and all ancillary or subsidiary rights relating to the Picture (including without limitation soundtrack albums, Picture-related publications and merchandising), and (iii) general corporate or institutional uses by Company and/or the distributor of the Picture and/or their respective parents, affiliates or subsidiaries (e.g., trade shows; corporate meetings and in-house promotions; financial prospectuses and annual reports; archival uses; displays at corporate business locations and properties) or for promotion of their products; provided, however, that in no event shall Artist be depicted as endorsing any product, commodity or service without Artist's prior consent; provided further that Company's use of Artist's name in a billing block or as part of the key art shall not constitute an endorsement requiring Artist's consent. If Artist does not provide pre-approved biographical data within a reasonable period, Company shall have the right to use any biographical data of Artist in its discretion.  **9. PUBLICITY AND PROMOTION.**  9.1 Promotional and Publicity Services. Artist shall render all services ("Promotional Services") required by Company, as, where and when required by Company in connection with the publicity and promotion of the Picture, including without limitation engaging in interviews, participating in photo sessions, and cooperating in the photography of "behind-the-scenes" footage. No additional compensation or other remuneration shall be payable to Lender with respect to the Promotional Services; however, if Company requires Artist to render Promotional Services hereunder at a Location (as defined above), Company shall provide Artist with or reimburse Lender for transportation and travel expenses (in accordance with Company's then-existing policy) incurred in connection with such Promotional Services.  9.2 Publicity Limitations. Neither Lender nor Artist shall issue, release, authorize or in any way participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Company, the Picture or Artist's services hereunder without the prior written consent of Company, except personal publicity in which the Picture is only incidentally mentioned ("Personal Publicity"). No publicity issued by Artist, whether Personal Publicity or otherwise, shall contain derogatory mention of Company, the Picture, or the services of Artist or others in connection with the Picture. Neither Lender nor Artist may disclose any confidential information with respect to Company or the Picture (including, without limitation, the budget thereof or the terms of any contracts for services of persons engaged in connection with the Picture) without Company's prior consent.  **10. DVD.** Provided that Artist has rendered all services which Company may require and that neither Lender nor Artist is in Default, Company shall provide Lender with one (1) DVD of the Picture at such time, if ever, as DVDs of the Picture become generally commercially available.  **11. UNITED STATES PREMIERE**. Provided that Artist has rendered all services which Company may require and that neither Lender nor Artist is in Default, Company shall invite Artist and Artist's personal companion to one (1) United States celebrity premiere, if any, of the Picture.  **PATRICK NEWALL:**  **4. CREDIT**. Upon the condition that the Picture is completed under Artist's supervision as an individual line producer thereof, Company shall accord Artist credit in substantially the following form: "Produced by Patrick Newall" in the main titles of the Picture (i.e., where the individual principal cast and the “directed by” credit appear, whether located at the beginning or the end of the Picture) and in the billing block portion of all paid advertising relating primarily to the Picture, issued by, or under the direct control of, Company, subject to any applicable distributor’s customary exclusions and exceptions.  4.1 General Terms. The position of Artist's credit and all other matters with respect to Artist's credit shall be determined by Company in its sole discretion. No casual or inadvertent failure to comply with the provisions of this section nor any failure by third parties to comply with their agreements with Company shall constitute a breach of this Agreement by Company. Company shall have the right in its sole discretion to accord Artist more favorable credit(s) than provided for herein.  **7. NAME AND LIKENESS.** Company and the distributor of the Picture shall have the right, throughout the universe in perpetuity, in any and all media now or hereafter known or devised, to use and reproduce, and grant others the right to use and reproduce, Artist's name, voice, image, likeness, attributes and pre-approved biographical data in connection with (i) the Picture and the exhibition, advertising, promotion and/or other exploitation thereof (including, without limitation, in connection with "commercial tie-ins," featurettes, "behind-the-scenes" programming and interviews), and (ii) advertising, promotion and/or other exploitation of any and all ancillary or subsidiary rights relating to the Picture (including without limitation soundtrack albums, Picture- related publications and merchandising), and (iii) general corporate or institutional uses by Company and/or the distributor of the Picture and/or their respective parents, affiliates or subsidiaries (e.g., trade shows; corporate meetings and in-house promotions; financial prospectuses and annual reports; archival uses; displays at corporate business locations and properties) or for promotion of their products; provided, however, that in no event shall Artist be depicted as endorsing any product, commodity or service without Artist's prior consent; provided further that Company's use of Artist's name in a billing block or as part of the key art shall not constitute an endorsement requiring Artist's consent. If Artist does not provide pre-approved biographical data within a reasonable period, Company shall have the right to use any biographical data of Artist in its discretion.  **9. PUBLICITY AND PROMOTION.**  9.1 Promotional and Publicity Services. Artist shall render all services ("Promotional **Services")** required by Company, as, where and when required by Company in connection with the publicity and promotion of the Picture, including without limitation engaging in interviews, participating in photo sessions, and cooperating in the photography of "behind-the- scenes" footage. No additional compensation or other remuneration shall be payable to Lender with respect to the Promotional Services; however, if Company requires Artist to render Promotional Services hereunder at a Location (as defined above), Company shall provide Artist with or reimburse Lender for transportation and travel expenses (in accordance with Company's then- existing policy) incurred in connection with such Promotional Services.  9.2 Publicity Limitations. Neither Lender nor Artist shall issue, release, authorize or in any way participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Company, the Picture or Artist's services hereunder without the prior written consent of Company, except personal publicity in which the Picture is only incidentally mentioned ("Personal **Publicity").** No publicity issued by Artist, whether Personal Publicity or otherwise, shall contain derogatory mention of Company, the Picture, or the services of Artist or others in connection with the Picture. Neither Lender nor Artist may disclose any confidential information with respect to Company or the Picture (including, without limitation, the budget thereof or the terms of any contracts for services of persons engaged in connection with the Picture) without Company's prior consent.  **10. DVD.** Provided that Artist has rendered all services which Company may require and that neither Lender nor Artist is in Default, Company shall provide Lender with one (1) DVD of the Picture at such time, if ever, as DVDs of the Picture become generally commercially available.  **11. UNITED STATES PREMIERE.** Provided that Artist has rendered all services which Company may require and that neither Lender nor Artist is in Default, Company shall invite Artist and Artist's personal companion to one (1) United States celebrity premiere, if any, of the Picture. |
| Written by  CHAD LAW & EVAN LAW | 14. **Credit/Likeness.** Provided that Owner is not in uncured material default of any of Owner’s representations, warranties, and obligations hereunder, and provided further that the Picture is based in whole or in substantial part on the Property, Owner shall receive writing credit in a form consistent with the WGA Basic Agreement, as if such WGA Basic Agreement were applicable hereto (it being agreed that that this engagement is not subject to the WGA Basic Agreement and that the Writers Guild of America has no jurisdiction over this engagement of the services of Owner hereunder), in positive prints and in the billing block of all paid advertising, subject to customary exclusions, exemptions, and exculpatory provisions, subject to the right of Company and any successor or assign of Company to accord shared credit to Owner and to one or more other writers engaged to render writing services for the Picture, in their sole discretion. The size, style, and type of Owner’s writing credit shall be on a favored-nations basis with all other writing credits accorded for the Picture. Except as set forth herein, all matters with respect to Owner’s credit shall be at Company’s sole discretion. Company shall notify applicable third parties of the credit obligations hereunder, provided that no casual or inadvertent failure by Company to accord such credit to Owner, nor the failure for any reason by third parties to comply with the provisions of this paragraph, shall be deemed a breach hereof by Company, provided that Company shall use commercially reasonable efforts to cure any such failure on a prospective basis upon notice from Owner. Company shall have the perpetual and irrevocable right throughout the Universe to use and permit others to use Owner’s name and/or approved likeness and/or approved biography in connection with the production, exhibition, advertising, distribution or other exploitation of the Picture and all subsidiary and ancillary rights therein (such approvals by Owner to be exercised in a timely manner or deemed approved).  **20. DVD/Travel/Premieres.** Provided Owner is not in default under this Agreement:   * 1. DVD: Each of Owner shall be given one (1) DVD copy of the of the Picture upon the United States street release date, if any, it being understood and agreed to that Owner agrees to execute a customary video/DVD agreement if requested to do so by Company. In no event shall Owner authorize or allow the reproduction of duplication of any DVD furnished hereunder or authorize or allow the use of such DVD for any purpose other than Owner’s personal home use.   2. Premieres/Festivals: Provided Owner receives sole screenplay credit in connection with the Picture, each of Owner and One (1) guest per each of Owner shall be invited to any U.S. celebrity premieres of the Picture (“Premieres”), if any, and to any U.S. major film festival screenings wherein the Picture is exhibited in competition (“Festivals”). Subject to agreement from the applicable distributor to reimburse Company for such costs, which agreement Company shall use reasonable good faith efforts to obtain, if such Premiere and/or Festival is at a location (“Location”) in the United States more than Seventy-Five (75) miles from Owner’s principal residence, and if the distributor agrees to advance or reimburse such costs, Company shall provide each of Owner with: (i) roundtrip air transportation to and from any such Premiere and/or Festival in a class of travel in accordance with such distributor’s policies (but no less favorable than any other non-star personnel (if any) traveling at Company’s expense to such Premiere and/or Festival); (ii) reasonable, first-class hotel or apartment rental accommodations, again, subject to such distributor’s policies (but no less favorable than any other non-star personnel [if any] traveling at Company’s expense to such Premiere and/or Festival); and (iii) a per diem, the amount of which shall be determined by good faith negotiations at the time of such travel, but such amount shall be subject to such distributor’s policies (but no less favorable than any other non-star personnel [if any]) traveling at Company’s expense to such Premiere and/or Festival).   3. Travel: Should Owner be required by Company to travel to a Location in connection with the rendering of Owner’s services hereunder, Owner’s travel, accommodations, and expenses shall be provided in accordance with the foregoing subparagraph B, it being acknowledged that Company shall not be required to travel or house any guest of Owner. |
| Directed by  ERNIE BARBARASH | **5. CREDIT**. Upon the condition that the Picture is completed under Artist's supervision as the sole director thereof, and neither Lender nor Artist is in Default hereof, and subject to any and all applicable guild and union regulations or other restrictions, Company shall accord Artist a credit in substantially the form "Directed by Ernie Barbarash" ("Directing Credit")and “A Film By Ernie Barbarash” (“Possessory Credit”)(the Directing Credit and Possessory Credit, individually and collectively, Artist’s “Credit”), as follows:  5.1 On Screen. On a separate card, in the main titles (i.e., where the individual credits for the principal cast and the individual producer(s) appear, whether located at the beginning or the end of the Picture), of the Picture.  5.2 In Paid Advertising. In the billing block portion of all paid advertising relating primarily to the Picture issued by, or under the direct control of, Company ("Paid **Ads").**  5.3 Exclusions and Exceptions. Company's Paid Ad credit obligations shall not apply to the following Paid Ads (hereinafter "Excluded **Ads"):** group, list, institutional or so-called teaser advertising; special advertising; announcement advertising; advertising relating primarily to the source material upon which the Picture is based or to the author thereof, any member of the cast, the producer(s), writer(s) or any other personnel involved with the production of the Picture; so-called "award" or "congratulatory" advertisements, including advertisements or announcements relating to consideration or nomination for an award; trailers (including promotional films) or other screen, radio, television, mobile or internet advertising; advertising in narrative form; advertising for film festivals, film markets and the like; advertising one-half page (or the equivalent in SAUs) in size or less; outdoor advertising (including, but not limited to so-called 24-sheets); online, banner, or theater display advertising; advertising in which no credit is accorded other than credit to actors and/or to Company and/or to any other company financing or distributing the Picture. The following shall not be considered Paid Ads or Excluded Ads for any purpose hereunder: videocassettes, videodiscs, and other home video devices of the Picture and the covers, packages, containers or jackets therefor; publicity and promotional items and materials; advertising relating to subsidiary or ancillary rights in the Picture (including, but not limited to novelizations, screenplays or other publications, products, merchandising, music publishing or soundtrack recordings); voiceovers, advertising, publicity and exploitation relating to by-products or commercial tie-ins; and other advertising not relating primarily to the Picture.  5.4 General Terms. All other matters with respect to Artist's Credit shall be determined by Company in its sole discretion. Any reference to the "title" of the Picture shall be deemed to mean the "regular" title unless such reference is specifically made to the "artwork" title. No casual or inadvertent failure to comply with the provisions of this section nor any failure by third parties to comply with their agreements with Company shall constitute a breach of this Agreement by Company. Company shall have the right in its sole discretion to accord Artist more favorable credit(s) than provided for herein.  **9. NAME AND LIKENESS.** Company shall have the right, in perpetuity and throughout the universe, to use, and to authorize others to use, Artist's name, image, voice, likeness (provided, however, that Artist shall have the right to submit posed publicity stills reasonably acceptable to Company, it being understood that Artist shall not have a right of approval over "behind-the-scenes" and/or candid photography of Artist), and/or biography (such biography to be in a form pre-approved by Artist) (provided that Company shall be entitled to use a likeness and/or biography of Artist prepared by Company if Artist fails to timely deliver approved publicity stills and/or biography to Company as aforesaid) in connection with the production, exhibition, advertising, promotion and/or other exploitation of the Picture and/or subsidiary and ancillary rights and/or products of any nature relating to the Picture or Artist's services hereunder and/or by Company and/or the distributor of the picture and/or their respective parents, affiliates or subsidiaries in connection with general corporate, archival or institutional uses (e.g., trade shows, Company and/or the distributor's promotions, financial prospectuses and/or annual reports) or for promotion of their products, in any and all media now or hereafter known or devised, including, but not limited to, featurettes, promotional films and/or commercial tie-ins; provided, however, that in no event shall Artist be depicted as endorsing any product, commodity or service without Artist's prior consent. Company's use of Artist's name in a billing block or as part of the key art on any item of merchandise or other material or in connection with any commercial tie-in shall constitute an acceptable use of Artist's name which shall not in any event require Artist's consent.  **11. PUBLICITY AND PROMOTION.**  11.1 Promotional and Publicity Services. Artist shall render all services ("Promotional Services")required by Company, as, where and when required by Company (both during production of the Picture and in connection with the initial theatrical and/or video release of the Picture), in connection with the publicity and promotion of the Picture, including without limitation attending premieres of the Picture, making appearances at press conferences or on television, making personal appearances, engaging in interviews, participating in photo sessions, cooperating in the photography of "behind-the-scenes" footage and participating in promotional tours and press junkets. Artist's obligation to render all Promotional Services required by Company, as, where and when required by Company, shall be subject only to Artist's then-prior professional entertainment industry contractual commitments to third parties (of which Artist shall give Company notice), provided that in any event Artist shall use best efforts to be available to render the Promotional Services as required by Company. Company shall consult with Artist regarding the precise Promotional Services to be rendered by Artist and shall not require Artist to perform any particular Promotional Services which Artist finds personally offensive, provided that Artist performs other comparable Promotional Services (e.g., Company will not require Artist to appear on a particular talk show if Artist has personally had a previous problem with the host of that talk show, provided that Artist appears on other talk shows as required by Company). No additional compensation or other remuneration shall be payable to Artist with respect to the Promotional Services; however, Artist's Promotional Services are of the essence of this agreement and the Fixed Compensation (as defined above) shall be deemed to be allocable to, and in consideration of, the Promotional Services as well as Artist's services in connection with the development and production of the Picture.  11.2 Publicity Limitations. Neither Lender nor Artist shall issue, release, authorize or in any way participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Company, the Picture or Artist's services hereunder without the prior written consent of Company, except personal publicity in which the Picture is only incidentally mentioned ("Personal Publicity").No publicity issued by Artist or Lender, whether Personal Publicity or otherwise, shall contain derogatory mention of Company, the Picture, or the services of Artist or others in connection with the Picture. Neither Lender nor Artist may disclose any confidential information with respect to Company or the Picture (including, without limitation, the budget thereof or the terms of any contracts for services of persons engaged in connection with the Picture) without Company's prior consent.  **14. DVD.** Provided that the Picture is completed under Artist's supervision as director and Artist has rendered all services which Company may require and that Artist is not in Default, then upon Artist's request, Company shall provide Artist with one (1) DVD of the Picture at such time, if ever, as DVDs of the Picture become generally commercially available.  **15. PREMIERE.** Provided that the Picture is completed under Artist’s supervision as director and Artist has rendered all services which Company may require and that Artist is not in Default, Company shall invite Artist and one (1) personal companion to attend one (1) United States celebrity premiere, if any, of the Picture.  **16. DGA AGREEMENT AND MEMBERSHIP.** To the extent that any provision of this Agreement conflicts with the mandatory provisions of the DGA Agreement, the provisions of the DGA Agreement shall prevail; provided, however, that in such event the Agreement shall be limited only to the extent necessary to permit compliance with the minimum mandatory terms and conditions of the DGA Agreement. To the extent and during such periods as it may be lawful for Company to require Artist to do so hereunder, Artist is or shall become and remain a member in good standing of the DGA or otherwise eligible to perform services pursuant to the DGA Agreement and/or applicable laws. If Lender fails to be or remain a signatory, or if Artist fails, neglects or refuses to become and remain a member in good standing of the DGA (or otherwise eligible to perform services pursuant to the DGA Agreement), Company shall have the right, at Company's sole election (in addition to the exercise of Company's other rights and remedies hereunder), to terminate this Agreement, or to pay on Lender's and/or Artist's behalf any required dues, fees or other payments to the DGA to qualify Artist as a member in good standing (or to qualify Artist to be eligible to perform services pursuant to the DGA Agreement) and to deduct the amounts so paid by Company from any compensation otherwise payable to Lender hereunder. Company shall pay directly to the DGA, on Lender's behalf, all contributions required pursuant to the DGA Agreement for pension, health and welfare plans in connection with Artist's employment hereunder. In no event shall the amount paid by Company exceed the amount which would have been paid by Company had Company employed Artist directly. Company shall have no obligation to reimburse Lender for employment taxes of any kind or nature.  **13. GENERAL CREDIT TERMS.** All references in this Agreement to the title of the Picture shall be deemed to mean the "regular" title unless reference is specifically made to the "artwork" title. With respect to any obligation to accord credit in Paid Ads, if the title of the Picture or the name(s) of one or more other person(s) of the Picture is used more than once in such Paid Ads, *e.g.,* a so-called "regular" use and a so-called "artwork" use (such as, for example, the weaving of the title and/or name(s) as part of the background of the advertisement, or a display use or a fanciful use), the references herein to the title of the Picture and/or the name(s) of any person shall be to the so-called "regular" use of the title or the name(s) as distinguished from the "artwork" use of the title or the name(s). All references to "size" however stated, whether as a percentage or otherwise, shall mean height and width of the lettering used in the credit. Subject to Artist's right under the applicable collective bargaining agreement (if any), Artist shall be entitled to the credit provided in the Underlying Agreement only if Artist has performed all services called for hereunder and the results thereof are in the Picture. |
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| MPAA Rating | TBD |
|  |  |
| Dolby Logo |  |
| MPCA Logo |  |
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