

1726 Whitley Ave. Los Angeles, CA 90028 office (323)962-7704 fax (323)962-6722 www.jazfilms.com

"THE OBJECTIVE"

STATEMENT OF DISTRIBUTION RESTRICTIONS AND OBLIGATIONS

DUBBING

The Objective ("the Film") and its trailer may be dubbed and/or subtitled into languages other than English, with the exception of the lyrics contained in the film, which may not be changed in any way.

Best endeavors will be employed to ensure that the copyright in all foreign language versions of the Film, and in all subtitles created by or on behalf of Arclight, will be owned by the copyright owners of the Film. If this is not possible reasonable steps will be taken to ensure that any sub-licensee of such foreign language version of the Film cannot exploit the subtitles or the dub soundtrack of the Film other than in according with the terms of the Sub-licensing Agreement.

FILM TITLE

Subject to obtaining the Production Company's and the FCC's prior written consent, Arclight may change the Film's title in any part of the Territory but only in order to more effectively exploit the Licensed Rights.

CUTTING/EDITING

The Film and any trailers supplied by the Production Company may not be cut, or altered in any way, unless such cuts are in accordance with meeting censorship requirements in the given territory, to add a foreign language title, for dubbing or subtitling, or for broadcasting the Film in the territory provided that any such editing will not detract from the original tenor and purpose of the Film and that best endeavors will be used to ensure that there will be no editing which is of other than a minor nature without consultation with the Production Company.



There shall be no cutting, deletion, fade or other alteration to the titles of the Film or any credit, logo, trade name, trademark, symbol or copyright notice appearing on the Film.

Arclight has the right to make any changes to any foreign language trailers of the Film, including the right to completely remake foreign language trailers for the Film as Arclight determines.

The following restrictions also apply:

Moral Rights Consent

The Director and the Producers retain the benefits of any provision of any law in any country of the World known as "Moral Rights" or "Droit Moral" with regard to the Film. The Director and the Producers consent to material alterations to the Film, for the benefit of the Production Company, its licensees and its assignees, subject to reasonableness and industry practices for the following purposes:

- a) to edit the Film to meet TV timeslots
- b) to incorporate advertisements in the Film to be broadcast on television or transmitted on a diffusion service
- c) to meet the legal requirements of broadcasting authorities
- d) to ensure that the Film meets any legal requirements or classification requirements or to avoid a breach of law.
- e) To make foreign language versions by way of dubbing or subtitling the Film
- f) To make in-flight versions of the Film
- g) To use excerpts of the Film for the purpose of promotion of the Film including by way of teasers, advertisements and excerpts for promotional copies.

MUSIC

Trailer usage and new media and/or future technology restrictions are as per the fully executed music licenses which have been delivered to the Production Company, copies of which form part of the delivery items to Arclight Films International Pty Ltd.

ACTORS

Restrictions are set out in the SAG Global One Film Agreement, and as set out below:

- There shall be no dubbing of any actor in English, unless prior written permission has been obtained from the actor.
- US Network Rights have not been cleared.



- Merchandizing or 'commercial tie-up rights' using an actor's name or image have not been cleared, and must be assigned by the actors in writing on a case by case basis.
- Clearance has not been obtained for any production other than the Film, including the use of any footage in any other film, new media production, or for any commercial good or service (but excluding use of footage or still photographs as is necessary to promote and/or advertise the Film in any media).

In addition, Jonas Ball has approval over publicity and such publicity will be subject to their availability.

LIKENESS RESTRICTIONS

The director **Daniel Myrick** shall have final approval of any photograph, caricature, biography and/or actual likeness to be used in connection with advertising and publicity. This approval will not be unreasonably withheld or delayed, and will be deemed given within 5 days from submission.

Jonas Ball has absolute approval of their non-photographic likeness, and the Producers undertake further redraws to address the Artist's specific concerns.

Jonas Ball (or his agents) have approval of their photographic likeness, and the biographies and personal information used by and provided by the Production Company to third parties to promote and publicize the Film. All biographical publicity materials and stills delivered by the Production Company have full cast approval.

Dated in Los Angeles, this 28% day of February 2008.

Jeremy Wall Producer