

**OPTION & WRITER'S AGREEMENT**

<b>Date:</b>	
<b>Film:</b>	██████████ (working title only)
<b>Producer:</b>	██████████ (Company No. ██████████), a limited liability company incorporated under the laws of England and Wales of ██████████. The expression "Producer" shall include its successors in title, licensees and assigns.
<b>Author:</b>	██████████ care of ██████████ ██████████
<b>OPTION DEAL TERMS</b>	
<b>Source Material:</b>	Original ██████████ entitled ██████████ written by the Author a copy of which is attached hereto as Annexure "A".
<b>Option:</b>	Option for the Producer to acquire the Rights.
<b>Option Period/Option Fee:</b>	Eighteen (18) months from the date of signature hereof for an Option Payment of ██████████ Pounds (£██████████) payable on signature of the Agreement by both parties.
<b>Purchase Price:</b>	<p>██████████ per cent (██████████%) of the final direct cost production budget of the Film (being the total approved shooting budget of the Film exclusive of so-called indirect costs, including, without limitation, contingency, completion guarantee fees, budgeted overheads, financing fees, pre-delivery interest, legal and accountancy fees, and the aggregate of all fees payable to the Author under the Agreement (including for the avoidance of doubt any payment which will be made pursuant to this clause)) (the "Final Budget") and provided that the Purchase Price shall be subject to a minimum payment of ██████████ pounds (£██████████) ("Base Exercise Price") and a maximum aggregate payment of ██████████ pounds (£██████████).</p> <p>In the event that the Producer wishes to exercise the Option at any time before expiry of the Option Period, but prior to the first day of principal photography of the Film then the Producer shall do so on payment of the Base Exercise Price which payment shall be on account of any further sums which may become payable to the Author on the first day of principal photography of the Film.</p>
<b>Theatrical Prequels/Sequels and Remakes Payments:</b>	<p>For each Prequel/Sequel or Remake (as defined below) to the Film which the Producer produces, if any, the Author shall be entitled to an amount equal to ██████████% of the Final Budget of each applicable Prequel/Sequel or Remake, payable upon the first day of principal photography of each applicable Prequel/Sequel or Remake (as is applicable).</p> <p>"Remake" shall mean a film initially intended for theatrical release made under the Remake Rights.</p> <p>"Remake Rights" shall mean the right to reproduce, perform, broadcast, transmit and otherwise exploit the Source Material and</p>

	<p>any adaptations thereof in the form of a film or films not being a Prequel/Sequel but being based substantially on the same story, incidents and characters as the Film.</p> <p><b>"Prequel/Sequel"</b> shall mean a film or films initially intended for theatrical release made under the Prequel/Sequel Rights.</p> <p><b>"Prequel/Sequel Rights"</b> shall mean the right to reproduce, perform, broadcast, transmit and otherwise exploit the Source Material and any adaptations thereof in the form of a film or films which contain one or more characters taken from the Source Material and depicts the said character or characters as participating for the most part in new or different events from those in which such character or characters participated in the Film or which contains a place or event or other central theme taken from the Source Material and depicts the said place or event or theme in new or different circumstances from those circumstances contained in the Film.</p>
<p><b>Subsequent Television Productions</b></p>	<p>Provided that the Producer has exercised the Option, for each Subsequent Television Production (as defined below) which the Producer produces, if any, the Author shall be entitled to an amount equal to [REDACTED] pounds (£ [REDACTED]) per hour slot length episode pro rated if episodes are of more or less than an hour, payable upon the first day of principal photography of the applicable Subsequent Television Production.</p> <p><b>"Subsequent Television Production"</b> shall mean respectively a television film production or television series or serials or "spin-off" series respectively (as such terms are commonly understood in the film industry) produced subsequent to the production of the Film, intended primarily for television exhibition and which productions are clearly based on the Source Material or are clearly based on one or more characters, incidents or storylines in the Source Material.</p>
<p><b>Credit:</b></p>	<p>If the Film is made based on the Source Material on screen in the main credits on a single card in following form: [REDACTED], if the Film has a different title from the Source Material, OR, if the Film has an identical title to the Source Material, in the form [REDACTED]; and in the full billing block portion of all major paid advertising relating the Film.</p>
<p><b>WRITING DEAL TERMS</b></p>	
<p><b>Writing Services:</b></p>	<p>Producer shall commission a first draft screenplay suitable for a proposed feature length motion picture (the "First Draft") and a set of revisions thereto (the "First Revisions") based upon the Source Material and any further drafts or revisions as agreed. (First Draft and First Revisions together, the "Screenplay")</p>
<p><b>Dates for Delivery:</b></p>	<p><u>First Draft:</u> as soon as reasonably practicable but in any event no later than [REDACTED]</p> <p><u>First Revisions:</u> as soon as reasonably practicable but in any event no later than four (4) weeks after Producer's Notice (as defined below);</p>

	<p><b>"Producer's Notice"</b> shall mean written notice to the Author from the Producer requiring such draft or revisions, such notice to be given within a reading period of eight (8) weeks from delivery of the previous draft or revisions. The Author hereby agrees to ensure she shall be available for discussions and meeting with the Producer (and any designees or representatives of the Producer) during all reading periods.</p>
<b>Cut-Off:</b>	After delivery of First Revisions and each draft and set of revisions thereafter.
<b>Writing Services Fees:</b>	<p>Payable to the Author as follows:</p> <ol style="list-style-type: none"> <li>1. £ [REDACTED] on signature of this Agreement.</li> <li>2. £ [REDACTED] on delivery of the First Draft.</li> <li>3. £ [REDACTED] on commencement of the First Revisions.</li> <li>4. £ [REDACTED] on delivery of the First Revisions.</li> <li>5. Payments for any further drafts and revisions to be agreed in good faith.</li> </ol>
<b>Principal Photography Payment:</b>	<p>Subject to the due compliance by the Author with the Author's obligations and undertakings hereunder and due performance by the Author of the Author's writing services, if the Producer produces the Film or causes the Film to be produced with a budget of no less than [REDACTED] Pounds (£ [REDACTED]) and the Author receives a sole "Screenplay by" credit for the Film, then but not otherwise the Author shall be entitled to be paid upon the first day of principal photography of the Film, a sum equal to [REDACTED] per cent [REDACTED]%) of the Final Budget (the "<b>Principal Photography Payment</b>") less the aggregate of the Writing Services Fees and provided that the aggregate Principal Photography Payment shall be subject to a maximum aggregate payment of [REDACTED] Pounds (£ [REDACTED]).</p> <p>Subject to the due compliance by the Author with the Author's obligations and undertakings hereunder and due performance by the Author of the Author's writing services, in the event that the Producer produces the Film or causes the Film to be produced and the Author receives a shared "Screenplay by" credit with any other writer(s), the Principal Photography Payment shall be reduced by [REDACTED] per cent ([REDACTED]%). For the avoidance of doubt, the maximum aggregate payment, which applies to the Principal Photography Payment, shall also be reduced by [REDACTED] per cent [REDACTED]%).</p>
<b>Credit</b>	If the Film is made based wholly or substantially on the Work on screen in the following form: "Screenplay by [REDACTED]"; and in the full billing block portion of all major paid advertising relating the Film.
<b>GENERAL TERMS</b>	
<b>Rights acquired by Producer</b>	<p><u>Upon exercise of the Option by payment of the Purchase Price:</u></p> <p>If the Producer exercises the Option, then, excepting only the Reserved Rights in the Source Material, all other rights in the</p>

Source Material, including without limitation, the Source Material Musical Rights (as defined below), shall be deemed immediately, automatically, exclusively and irrevocably assigned to Producer, in perpetuity and throughout the universe: full waiver of moral rights; customary name and likeness rights.

Upon payment of the Writing Services Fees as and when due:

All rights in the Screenplay, including without limitation, the Screenplay Musical Rights (as defined below), shall be deemed immediately, automatically, exclusively and irrevocably assigned to Producer, in perpetuity and throughout the universe: full waiver of moral rights; customary name and likeness rights PROVIDED THAT the Producer's exploitation of the Screenplay Stage Rights (as defined below) shall be frozen.

For the avoidance of doubt, and without limitation, the Author hereby acknowledges and agrees that any ideas, suggestions, themes, plots, stories, characterisations, dialogues, titles and other material, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by the Author which in any way relate to the Screenplay and/or the Film is and shall be deemed to be "works made for hire" (as that term is used and understood in United States copyright law) for Producer and specifically commissioned by the Producer. Accordingly, the Author shall have no right to incorporate any such new material into the Source Material, or any version or adaptation thereof (other than the Screenplay).

In the event of expiry of the Option, the Author shall have the right, exercisable by notice in writing given to the Producer at any time following expiry, to require the Producer to reassign to the Author all rights assigned to the Producer in the Screenplay upon payment to the Producer of a sum equal to [REDACTED] per cent ([REDACTED]%) of the aggregate of all Writing Services Fees paid by the Producer to the Author.

**"Screenplay Musical Rights"** shall mean the right to present the Screenplay or any version or adaptation thereof as a musical theatre show with actors in the presence of an audience.

**"Screenplay Stage Rights"** shall mean the right to present the Screenplay or any version or adaptation thereof as a legitimate theatre production on a theatrical stage with actors appearing in the presence of an audience.

**"Source Material Musical Rights"** shall mean the right to present the Source Material or any version or adaptation thereof as a musical theatre show with actors in the presence of an audience.

**"Work"** shall mean the Source Material and the Screenplay together with all further drafts and revisions (if any) thereof and all other material written or devised by the Author relating thereto (and including, without limitation, any and all titles, scenarios, themes, plots, contents, characters and characterisations contained therein).

<p><b>Reserved Rights in the Source Material:</b></p>	<p>Author's Electronic Rights (as defined below).</p> <p>Print Publication Rights (subject to the Producer's customary right to publish 7500 words in the aggregate from the Source Material for advertising, publicity and promotion but not, for the avoidance of doubt, for sale to the public by means of serial publication) (as defined below).</p> <p>Source Material Stage Rights (as defined below) provided that if the Producer exercises the Option, for a period of one (1) year from the initial release of the Film in the United Kingdom (the "<b>Suspension</b>") the Author's right to exercise the Stage Rights shall be suspended. In the event that prior to the initial release of the Film, the Author receives an offer from a third party to stage a West End and/or Broadway production of the Source Material, and the Author's ability to accept such offer is hampered by the Suspension, the Producer hereby agrees to discuss waiving or revising the term of the Suspension in good faith with the Author.</p> <p>For the avoidance of doubt, the Author hereby acknowledges and agrees that the Author's reservation of the Source Material Stage Rights shall not in any way limit the Author's assignment to the Producer of the Source Material Musical Rights and all rights in the Screenplay, including, without limitation, the Screenplay Stage Rights and Screenplay Musical Rights.</p> <p><b>"Author's Electronic Rights"</b> shall mean the right to publish the Source Material in so-called "electronic" book form provided that the Source Material is only accessible as a primarily text based linear product which may be enhanced with static graphics (whether or not present in the print version of the Source Material) but may not be enhanced with stills, moving images, animation or spoken words from the Film or music for the Film.</p> <p><b>"Print Publication Rights"</b> shall mean the right to print and publish the Source Material in any and all languages throughout the world in book form, whether hardback or paperback or in so-called "electronic book" form.</p> <p><b>"Source Material Stage Rights"</b> shall mean the right to present the Source Material or any version or adaptation thereof (other than the Screenplay or any exploitation of the Source Material Musical Rights) as a legitimate theatre production on a theatrical stage with actors appearing in the presence of an audience.</p>
<p><b>Producer's Net Profits</b></p>	<p>Provided that the Author is not in breach, the Producer shall pay or procure payment to the Author of such sums as shall from time to time equal [redacted] per cent ([redacted]%) of the Producer's Net Profits as the same is defined in the principal production financing agreement for the Film provided that if the Producer receives a more favourable definition of Producer's Net Profits that definition shall be accorded to the Author.</p>
<p><b>Musical Theatre Rights</b></p>	<p>If the Producer shall exercise the Source Material Musical Rights and/or the Screenplay Musical Rights pursuant to the terms hereof the Producer shall pay to the Author or procure that the Author is paid from time to time, such sums as are equivalent to [redacted] per cent ([redacted]%) of the net adjusted gross box office receipts ("<b>NAGBOR</b>") (to</p>

	<p>be defined in accordance with the relevant documentation for any such musical theatre production of the Source Material and/or the Screenplay and/or the Film), and such participation shall be subject to the same deductions, hiatuses, pooling arrangements and the like as are applied to the other participants in the NAGBOR of such musical theatre production.</p>
<b>First Opportunity to Write</b>	<p>Subject to the Author not being in breach, applicable financier approval and to the Author receiving sole "Screenplay by" credit on the Film, the Producer agrees to grant the Author the first opportunity to write any Prequel/Sequel, Remake, Subsequent Television Production of the Film produced by the Producer for a sum to be agreed between the parties in good faith. The Author shall, furthermore, have a first opportunity to write any stage version of the Film on the terms as set forth above, provided however, that such first opportunity shall not be subject to financier approval or the Author receiving sole "Screenplay by" credit on the Film.</p> <p>The Producer shall notify the Author in writing of the Producer's intention to produce such further production and the parties shall negotiate in good faith for a period of thirty (30) days from such notification ("<b>Further Production Negotiation Period</b>"). In the event that an agreement is not reached within such Further Production Negotiation Period or the Author is unwilling to write such further production or unable to write such further production within the time frame required by the Producer, the Producer shall be free to commission any third party writer(s) to write such Further Production and shall have no further obligation to the Writer with respect to the specific category of the Further Production under this clause.</p> <p>Without prejudice to the Author's first opportunity to write any such stage version of the Film, the Producer hereby acknowledges that the Source Material Stage Rights are reserved to the Author and the Producer's right to exploit the Screenplay Stage Rights is frozen. Accordingly, no stage version of the Film or the Screenplay or the Source Material shall be developed and/or produced by the Producer without the prior approval of the Author on terms to be agreed in good faith.</p> <p>The Producer hereby undertakes not to deal with or permit anyone to deal with the Source Material Musical Rights or the Screenplay Musical Rights prior to release of the Film.</p>
<b>Turnaround</b>	<p>If the Producer exercises the Option and the Producer shall not have commenced principal photography of the Film before the expiry of three (3) years from the date of the exercise of the Option (the "<b>Turnaround Period</b>"), the Author shall have the right, exercisable by notice in writing given to the Producer at any time within a period of twenty four (24) months from commencement of the Turnaround Period, to require the Producer to reassign to the Author all rights assigned to the Producer in both the Source Material and the Screenplay upon payment to the Producer of a sum equal to one hundred per cent (100%) of the aggregate of all sums paid by the Producer to the Author.</p>
<b>Expenses</b>	<p>Whenever the Author is required by the Producer to render services hereunder at a place outside the radius of thirty (30) miles from the</p>

	Author's principal residence at the time such services are required, the Producer shall pay or reimburse the Author the cost of transportation and all reasonable hotel and subsistence expenses wholly exclusively and properly incurred in connection with the rendering of the Author's services hereunder subject to the prior written approval of the Producer and upon receipt by Producer of appropriate documentation evidencing such expenses.
<b>Premiere:</b>	In the event that the Film receives a celebrity premiere in the United Kingdom, the Producer will use reasonable efforts to cause the relevant distributor of the Film to invite the Author and one (1) guest to such United Kingdom celebrity premiere of the Film (if any); and (ii) provide customary travel and expenses for such premiere if it is more than thirty (30) miles from the Author's principal residence, provided that any failure by such distributor shall not be deemed a breach of this Agreement.
<b>DVD</b>	If and when DVDs of the Film are commercially available for release to the general public in the United Kingdom, the Producer shall, upon request, provide the Author with two (2) DVD copies of the Film, for the Author's personal non-commercial use only.
<b>Agency</b>	All sums becoming payable hereunder shall be made out and payable to [REDACTED] receipt by whom shall be good and sufficient discharge.

The attached Schedule and these Deal Terms shall together be the "Agreement" and the Schedule is hereby incorporated as part of the Agreement. If there is any conflict between the provisions of the Deal Terms and the Schedule, the Deal Terms shall prevail.

Please sign and return to the Producer the enclosed copy of the Agreement as a deed as an acknowledgement and agreement by the Author of the terms and conditions of the Agreement.

Yours faithfully

[REDACTED]

[REDACTED]

Agreed and accepted:

EXECUTED as a DEED and DELIVERED by )

[REDACTED] in the presence of: )

[signature of Author]

Witness Name: [REDACTED]

Witness Signature: [REDACTED]

Witness Occupation: [REDACTED]

Witness Address: [REDACTED]

## SCHEDULE

### 1. OPTION:

- 1.1 In consideration of the payment by the Producer to the Author of the Option Payment (the sufficiency of which the Author hereby acknowledges), the Author hereby grants to the Producer the irrevocable and exclusive option ("Option") to acquire the Rights during the First Option Period.
- 1.2 The Option is exercisable by service of a notice in writing ("Option Notice") on the Author at any time within the Option Period, accompanied by the payment of the Purchase Price.
- 1.3 The Producer shall be entitled at any time prior to the expiry of the Option Period to write, or cause to be written, treatments, scripts and/or other adaptations of the Source Material to enable it to decide whether or not to exercise the Option.
- 1.4 In the event that the Producer shall not serve an Option Notice within the Option Period then this Agreement shall lapse and the parties shall have no further rights or obligations hereunder.

### 2. WRITING SERVICES

- 2.1 The Producer hereby engages the Author and the Author hereby agrees to render the Author's services upon the terms and subject to the conditions of this Agreement to write the First Draft, the First Revisions. Any further drafts to be negotiated in good faith. Any stage of the Screenplay commissioned by the Producer shall be delivered in accordance with the time periods set out in the Deal Terms.
- 2.2 After delivery of any stage of the Screenplay, and after discussing the same with the Producer and receiving notes from the Producer (and or any designees or representatives of the Producer) in respect thereof, the Author shall only if then commissioned by the Producer commence writing the following stage of the Screenplay, and deliver the same to the Producer in accordance with the time periods set out in the Deal Terms.
- 2.3 The Producer shall be entitled to the non-exclusive services of the Author during any period when the Author is providing services hereunder.
- 2.4 Without prejudice to the foregoing Clause 2.3, the Author hereby warrants that the Author shall not make or accept any professional or other commitments or undertake any other activities whereby the Author shall be prevented from providing the Author's full services hereunder.
- 2.5 The Producer shall also be entitled to make use of the services of the Author upon reasonable notice but subject to any pre-existing professional commitments if so required by the Producer during the period of principal photography of the Film and during the six (6) weeks immediately prior thereto without remuneration additional to that payable hereunder but otherwise at the expense of the Producer in accordance with the provisions of the Deal Terms in order that the Author may make such further minor revisions to the Screenplay as may be reasonably required by the Producer or by the individual director or individual producer(s) of the Film.
- 2.6 The Author hereby warrants to and undertakes with the Producer that the Author shall perform the Author's services hereunder as where and when reasonably required by the Producer diligently willingly conscientiously and to the best of the Author's artistic and creative skill and technical ability and in any manner which may be reasonably required by the Producer in consultation or collaboration with such persons as the Producer shall from time to time designate and subject to the other provisions of this agreement shall:
  - 2.6.1 subject to prior reasonable notice attend meetings and conferences at the Producer's offices studios or elsewhere and with such representatives and/or designees of the



Producer as the Producer shall reasonably require, for the planning and preparation of the Film and for instruction and consultations connected therewith;

2.6.2 carry out adequate research and preparation for the Screenplay;

2.6.3 make such minor revisions to the Screenplay with due despatch, as the Producer shall reasonably require.

2.7 If requested by the Producer the Author shall deliver to the Producer all documents manuscripts drafts and copies thereof and all notes and other papers relating to the Screenplay in the power possession or control of the Author.

2.8 The Author shall deliver the relevant stage of the Screenplay via email to the Producer (and, if requested, typewritten and securely bound) in accordance with the provisions of the Deal Terms and time for delivery shall be of the essence.

2.9 If the Producer elects to exercise its right of "cut-off" after delivery of the First Draft Revisions in accordance with the Deal Terms, the Producer may thereafter in its sole discretion (i) commission any other writer or writers to write any further drafts, revisions and/or polishes to the Screenplay; or (ii) require that the Author (either alone or, with the approval of the Author, in collaboration with others) write further drafts and/or revisions of the Screenplay with any other writer or writers. In the event that the Author provides any further services in accordance with (ii) above, the terms of delivery and remuneration for such further services shall be subject to good faith negotiation provided always that the Producer shall in any event have an absolute right of "cut-off" after delivery of each such stage.

### 3. REMUNERATION

#### 3.1 Fixed Consideration:

3.1.1 In the event that the Producer elects, in its sole discretion, to exercise the Option the Producer shall as full consideration for the Rights in the Source Material, pay or procure to be paid to the Author the Purchase Price in accordance with the Deal Terms.

3.1.2 The Producer shall as full consideration for the Rights in the Screenplay, pay or procure to be paid to the Author the Writing Services Fees in accordance with the Deal Terms.

3.2 **Buy-Out:** The Author acknowledges and agrees that, other than as expressly set out in this Agreement, no further sums whatsoever shall be payable to the Author whether by way of use fees, reuse fees, repeat fees or residuals or otherwise, in respect of entering into the Agreement or the Rights (as defined below) or the Name and Likeness Rights (as defined below) or the exploitation of the Rights or the Film in any way and in all media throughout the universe and that the compensation set out in clause 3.1 shall represent a complete so-called "buy-out" of all such rights throughout the universe in perpetuity.

3.3 **Rental Rights:** It is acknowledged and agreed by the Author that the sums payable to the Author pursuant to clause 3.1 include consideration for the assignment to and exercise by the Producer, its licensees and successors in title of the rental rights in the products of the Author's services and that, without prejudice to the Author's rights at law, such payment constitutes full, equitable and adequate consideration for the grant and/or exercise of all such rights. The Author agrees to become a member of any recognised collecting society charged with the collection and payment of rental and lending income and the Author agrees that, in respect of any rental and/or lending rights collectively licensed, it shall only be entitled to assert a claim against any such society. Nothing in the Agreement shall prevent the Author from being entitled to receive income in respect of the exercise of rental or lending rights under collective agreements negotiated by recognised collecting societies under the laws of any jurisdiction but nothing in the Agreement shall constitute an admission or acknowledgement that the Producer or third party is obliged to make any payment to any such society under the laws of any jurisdiction.

3.4 **Withholdings:** The Author hereby authorises the Producer to deduct and withhold from any and all compensation and expenses payable to the Author under the Agreement, all withholding and other taxes and any social security, unemployment insurance, disability insurance or other payments required to be deducted, withheld and paid by the Producer pursuant to any applicable present or future law or governmental rule or regulation requiring such withholding, deduction and payment. In the event that the Producer does not make such withholding or deduction, the Author shall pay any and all taxes and other charges payable on account of such compensation, and the Author shall indemnify on demand and hold harmless the Producer from and against any liability or expense in connection therewith.

3.5 **VAT:** All payments pursuant to the Agreement shall be exclusive of value added tax and all other similar taxes and duties payable in respect of such payments. If and to the extent only that value added tax is or becomes payable on any such payment, the Author will render to the Producer a value added tax invoice in respect thereof. The Producer will make payment to the Author of the amount thereby shown to be due within twenty-eight (28) days after receipt of the invoice.

#### 4. CREDIT

4.1 Subject to the Author not being in breach of the terms hereof and to the Film being based wholly or substantially on the Work, the Author shall receive the following credit:

4.1.1 **On Screen:** as set out in the Deal Terms on all positive copies of the Film, made by or under the direct control of the Producer; and

4.1.2 **Paid Ad:** as set out in the Deal Terms in the billing block of all major paid advertising relating to the Film or stage production (as applicable), issued by or under the direct control of the Producer, subject to the Producer's and other distributors', broadcasters' and exhibitors' customary exclusions.

4.2 No casual or inadvertent failure by the Producer to comply with the credit provisions and no failure of persons other than the Producer to comply therewith, or with their contracts with the Producer, shall constitute a breach of the Agreement by the Producer, provided that the Producer shall use reasonable efforts to prospectively cure any failure to accord the correct credit upon receipt of written notice of such breach from the Author but the Producer shall not be obligated to initiate legal proceedings or incur anything other than nominal expenses and/or shall not be required to recall and/or withdraw any prints, advertising and/or other materials.

4.3 Except as is otherwise expressly provided in the Agreement, all matters relating to credit (including, but not limited to, size of type and placement) shall be determined by the Producer in its absolute discretion and the Producer will have the right (but not the obligation) to accord the Author credit in advertising, publicity and promotion for the Film in addition to advertising, publicity or promotion with respect to which the Author is contractually entitled to be accorded credit hereunder.

4.4 In the event that the Producer engages any other writer(s) in respect of the Film, the Author's screenwriting credit referred to above may be a shared credit with such other writer(s) so engaged by the Producer.

4.5 In the event of any dispute regarding the Author's screenwriting credit referred to above, such dispute shall be submitted to binding arbitration governed by the terms of the Screenwriting Credits Agreement 1974 in accordance with the procedures agreed between the Writer's Guild of Great Britain and PACT (Producer's Alliance for Cinema and Television) in respect thereof and in force at the relevant time.

## 5. RIGHTS AND CONSENTS

### 5.1 Assignment of Rights:

5.1.1 **In the Source Material:** Subject to and conditional upon the Producer exercising the Option and paying the Author the Purchase Price, the Author hereby irrevocably and unconditionally assigns to the Producer with full title guarantee, and where the assignment is of copyright, by way of an assignment of present and future copyright, the entire copyright and all other right, title and interest of whatsoever nature, (including, without limitation, all copyright), whether vested or contingent in and to the Source Material (except for the rights expressly reserved to the Author in the Source Material), including any existing and future alterations or revisions thereto and versions thereof, and the right to exploit and otherwise communicate the same to the public in any and all languages, in any and all media and by any and all means, whether now known or hereafter devised and all rights incidental, ancillary or allied to any of the foregoing in and to the Source Material (the "**Source Material Rights**") for the Producer to hold the same absolutely, throughout the universe, for the full period of copyright in and to the Source Material Rights wherever subsisting or acquired, and all renewals, reversions, revivals and extensions thereof, and thereafter (insofar as is or may become possible) in perpetuity.

5.1.2 **In the Screenplay:** Subject to and conditional upon the Producer paying the Author the Writing Services Fees as and when due, the Author hereby irrevocably and unconditionally assigns to the Producer with full title guarantee, and where the assignment is of copyright, by way of an assignment of present and future copyright, the entire copyright and all other right, title and interest of whatsoever nature, (including, without limitation, all copyright), whether vested or contingent in and to the Screenplay, including any existing and future alterations or revisions thereto and versions thereof, and the right to exploit and otherwise communicate the same to the public in any and all languages, in any and all media and by any and all means, whether now known or hereafter devised and all rights incidental, ancillary or allied to any of the foregoing in and to the Screenplay (the "**Screenplay Rights**") for the Producer to hold the same absolutely, throughout the universe, for the full period of copyright in and to the Screenplay Rights wherever subsisting or acquired, and all renewals, reversions, revivals and extensions thereof, and thereafter (insofar as is or may become possible) in perpetuity.

5.1.3 The Source Material Rights and the Screenplay Rights are collectively the "**Rights**".

5.2 **Waiver of Moral Rights:** The Author hereby irrevocably and unconditionally waives in perpetuity the benefit of any provision of law known as moral rights, whether arising under sections 77 to 85 (inclusive) of the Copyright, Designs and Patents Act 1988, as amended, or otherwise, and the benefits of any provision of law known as "droit moral" or any similar law in any country of the universe. The Author agrees as a separate undertaking not to commence or support any action for infringement of any such moral rights or in respect of any changes or adaptations to the Work or any other contributions to the Work made by the Producer.

5.3 **Name and Likeness:** The Author hereby irrevocably and unconditionally grants to the Producer the right to use and authorise others to use the Author's name, likeness and biography throughout the universe in perpetuity solely in connection with the advertising, publicity, promotion, exhibition and commercial exploitation of (i) the Rights, the Film and any documentaries, programmes, music, records or publications derived therefrom; and (ii) any merchandise or other commodities connected with the exploitation of the Rights and the Film and any documentaries, programmes, music, records or publications derived therefrom (the "**Name and Likeness Rights**") provided the same shall not be used so as to suggest that the Author recommends or endorses any commercial goods or services other than the Film itself and/or anything made relating thereto.

## 6. WARRANTIES AND INDEMNITY

- 6.1 **Warranties:** The Author represents, warrants and undertakes in favour of the Producer that, notwithstanding the covenants for title made in Clause 5.1:
- 6.1.1 the Author is the sole author of the Work which is wholly original to the Author and has not been copied, adapted or reproduced in whole or in part from any other work or film (except as to matters within the public domain) and nothing contained in the Work, nor any exercise by the Producer of the Rights, will to the best of the Author's knowledge and belief, having made reasonable and diligent enquiry, infringe or violate any rights whatsoever of any person or require making any further payment to the Author or any third party other than as expressly set out in the Agreement;
  - 6.1.2 the Author is the sole and absolute legal and beneficial owner free from all charges and encumbrances and all other third party rights of the Rights throughout the universe and the Author hereby assigns the Rights free from all charges and encumbrances and all other third party rights;
  - 6.1.3 the Author is entitled to enter into the Agreement and has full power and authority to option and assign the Rights and grant the Name and Likeness Rights, and has not previously optioned, assigned or encumbered the Work, so as to derogate from the grant of the Option or assignment of Rights hereunder and shall not hereafter do so during the Option Periods or, if exercised, after exercise of the Option;
  - 6.1.4 to the best of the Author's knowledge, having made reasonable and diligent enquiry, the Work does not contain defamatory, obscene, racially inflammatory or blasphemous matter of any kind;
  - 6.1.5 there is no present or prospective claim, proceeding or litigation in respect of the Work, or the title of the Work, or ownership of or copyright in the Work which might in any way impair, limit, diminish or infringe upon any of the Rights;
  - 6.1.6 the Author shall not at any time hereafter do anything detrimental to or say anything detrimental about the Film or any person involved in or associated with the Film;
  - 6.1.7 the Author shall not without the prior written consent of the Producer (except as required by law) at any time hereafter, either personally, or by means of press or publicity or advertising agents or agencies, discharge or disclose any information of any nature or kind relating to the development or production of the Film, or make any statement or announcement or disclosure, or supply any information or photographs, to any person (other than the Author's professional advisers), or to the public, relating to the Film or any matter arising hereunder. The foregoing shall not prevent the Author from issuing personal publicity material which incidentally mentions such film or of making incidental reference to such film in interview provided that the same is of a non-confidential nature and does not mention such film or any such personnel or the Producer in an unfavourable or derogatory manner;
  - 6.1.8 the Author agrees and undertakes to comply with all requirements of the Producer insofar as arranging for errors and omissions insurance is concerned; and
- 6.2 The foregoing representations, warranties and undertakings together with those set out in the Deal Terms are made by the Author to induce the Producer to enter into this Agreement and the Author hereby acknowledges and concedes that the Producer has executed this Agreement in reliance thereon.
- 6.3 **Indemnity:** The Author shall indemnify on demand and hold harmless the Producer from and against any and all losses, demands, claims, damages, costs, expenses (including reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred, directly or indirectly, by the Producer in consequence of any breach, non-performance or non-observance

by the Author of any of the agreements, conditions, obligations, representations, warranties and undertakings on the part of the Author contained in the Agreement.

## 7. DISABILITY AND DEFAULT

7.1 In the event that the Author shall for whatever reason fail refuse or neglect to render the Author's services hereunder or in the event that the Author shall fail refuse or neglect to keep or perform any covenant or condition of this Agreement after the Producer shall have given written notice to the Author requiring the same and such failure refusal or neglect shall continue for a period of seven (7) Business Days (or two (2) Business Days if during the production of the Film) from such notice being given by the Producer, the Producer shall be entitled, at any time thereafter, to terminate this Agreement without prejudice to all rights which shall have accrued to the Producer at the time of such termination and further without prejudice to any claim the Producer may have for damages arising from such failure, refusal, inability, neglect or breach.

7.2 In the event of a termination of this Agreement for whatever reason all rights hereby assigned and granted to the Producer in and to the Work and the products of the Writer's services hereunder (including, without limitation the right to use the Writer's name and likeness) shall remain vested in the Producer absolutely. Provided that the Author is not in material default of this Agreement, the Producer shall thereafter pay to the Author all sums due and owing up to the date of termination.

7.3 If, as a result of any act of Force Majeure, the Producer is hampered in the development or production of the Film or the Producer's normal business operations become commercially impracticable, the Producer shall be entitled to suspend the services of the Author hereunder and during such suspension no remuneration shall be payable to Author pursuant to this Agreement. In the event that a suspension of the Author based upon an event of Force Majeure shall continue for a period in excess of eight (8) weeks or if in the aggregate any periods of suspension for the same cause exceed eight (8) weeks (a) the Producer shall be entitled to terminate this Agreement without prejudice to all rights which shall have accrued to the Producer at the time of termination and all monies payable to the Author at the time of suspension; or (b) if the Author wishes to terminate this Agreement, the Author shall serve written notice upon the Producer and the Producer shall have five (5) days from receipt of such notice to end the period of suspension, in which event the Author's proposed termination shall be void and the Author's services and the running of time hereunder shall resume.

7.4 Without prejudice to Clause 8.6 below, if the Producer should, for any reason whatsoever, fail to make any payment as herein provided, the Producer shall not be deemed to be in breach of this Agreement unless the Writer shall first have given the Producer written notice requesting such payment and the Producer shall failed to make such payment within fourteen (14) business days of Producer's receipt of such notice.

## 8. MISCELLANEOUS

8.1 **Notice:** Any notice required to be given under the Agreement shall be in writing and shall be sent to the parties at their address set forth above and shall be treated as duly served if sent by hand or by fax (confirmed in writing by first class post) or by first class or registered post.

8.2 **Further Assurance:** Notwithstanding the covenants for title made in Clause 5.1, the Author hereby undertakes and covenants to the Producer to do all such further acts and execute all such further documents and instruments consistent with the terms of this Agreement as the Producer may require to vest in or further assure to the Producer the Rights and the Name and Likeness Rights and for the protection and enforcement of the same and in the event of the Author failing to do so within seven (7) business days of receiving written notice from the Producer requesting the same it is agreed by way of deed that the Producer shall be entitled to execute such documents and instruments in the name and on behalf of the Author as the Author's duly authorised attorney and this appointment shall be deemed to be a power coupled with an interest and shall be irrevocable. Producer shall, upon request, provide the Author with a copy of any documents so executed. Without prejudice to the provisions of Clause 8.1, the covenants implied

for a disposition with full title guarantee by The Law of Property (Miscellaneous Provisions) Act 1994 shall apply to the grants and assignments by the Author in the Agreement throughout the universe.

- 8.3 **No Obligation:** Notwithstanding and irrespective of any advertisement or announcement which has been or may hereafter be published, the Producer shall not be liable to the Author for, or in respect of, any loss of publicity, advertisement, reputation or the like due to the Producer's failure to produce, distribute, release, advertise, promote or exploit the Film or to exploit the Rights and nothing contained in the Agreement shall be construed so as to impose upon the Producer any obligation to make use of the Work, or any part or parts thereof or to produce, distribute, release, advertise, promote or exploit (or to continue the production, distribution, release, advertising, promotion or exploitation of) the Film or any work based on the Rights.
- 8.4 **Assignment:** The Producer shall be entitled to charge, license and assign the benefit of the Agreement, either in whole or in part, including (without limitation) all or any of the Rights and Name and Likeness Rights, and the benefit of any warranties, undertakings, representations and indemnities, to any third party. The Agreement shall bind and inure for the benefit of the parties hereto and their respective successors in title and permitted assigns.
- 8.5 **Third Party Rights:** Except insofar as the Agreement expressly provides that a third party may in its own right enforce a term of the Agreement, a person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to rely upon or enforce any term of the Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.
- 8.6 **Injunctive Relief:** The Author expressly agrees that the Producer shall be entitled to injunctive or other equitable relief to prevent a breach of the Agreement by the Author, the Author acknowledging that such breach could cause irreparable damage. All rights granted and assigned pursuant to the Agreement shall be irrevocable under any and all circumstances and shall not be subject to reversion, rescission or termination. The Author acknowledges that in the event of a breach of the Agreement by the Producer any application to enjoin or restrain the production, distribution, exhibition, advertising or exploitation of the Film or any rights therein or derived therefrom would be excessively disruptive and unreasonably damaging to the Film and the Producer's and third party's interests therein and consequently the Author agrees not to apply for any such relief and accepts that the recovery of damages, if any, in an action at law will provide a full and appropriate remedy for any loss or damage incurred by the Author as a result of any such breach.
- 8.7 **No Waiver:** In no event will any delay, failure or omission (in whole or in part) in enforcing, exercising or pursuing any right, power, privilege, claim or remedy conferred by or arising under the Agreement or by law, be deemed to be or construed as a waiver of that or any other right, power, privilege, claim or remedy in respect of the circumstances in question, or operate so as to bar the enforcement of that or any other rights, powers, privileges, claims or remedies in any other instance at any time or times subsequently.
- 8.8 **Entire Agreement:** The Agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement between the parties relating to the subject matter of the Agreement. Each of the parties acknowledges and agrees that in entering into the Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty, understanding, promise or assurance (whether negligently or innocently made) of any person (whether party to the Agreement or not) other than as expressly set out in the Agreement. Nothing in this paragraph shall operate to limit or exclude any liability for fraud. No modification or variation to the Agreement shall be valid unless it is in writing (excluding by email) and signed by or on behalf of each of the parties to the Agreement.
- 8.9 **Governing Law:** The validity, construction and performance of the Agreement and any claim, dispute or matter arising under or in connection with it or its enforceability shall be governed by and construed in accordance with the law of England. Each party irrevocably submits to the

exclusive jurisdiction of the English courts over any claim, dispute or matter arising under or in connection with the Agreement or its enforceability.