



**PACT/EQUITY CINEMA AGREEMENT OF 5 APRIL 2010
STANDARD FORM OF ENGAGEMENT FOR ARTISTS IN CINEMA FILMS**

Daily Engagement 0720

Option A – Net Profit Share

Date: 31/10/12

This Engagement is made on the above date between the parties designated in Section A & B below. This Engagement incorporates the Schedule, the General Terms and Conditions attached hereto and any Special Stipulations agreed between and initialled by the parties and attached hereto.

SCHEDULE

Section A

Production Company: Molly Moon Films Ltd

Phone No: 0208 614 2136

Address: 1st Floor, South Block, Teddington Studios, Broom Rd, TW11 9NT

Section B

Artist: Lesley Manville

Phone No: 07977 149 571

Address: 23 Somerset Rd, Brentford, Middlesex, TW8 8BT

Section C

Agent: ARG – Claire Comiskey

Phone No: 0207 436 6400

Address: 4 Great Portland St, London, W1W 8PA

Section D

Part: Adderstone

Title of Film: Molly Moon: The Incredible Hypnotist

Section E

Duration of Guaranteed Period during which the Artist is on First Call: 13 days

Start Date of Guaranteed Period: 7th November, 2012

Dates to include: 7th, 8th, 9th, 10th, 13th, 14th, 15th, 16th, 19th, 20th, 21st, 23rd, 24th November, 2012

Dates are subject to final confirmation and production will nominate 13 dates when she goes second call on 'Maleficent'. She is currently on First Call to 'Maleficent', but only when called consecutively. This means that if she was called on Nov 3, she would remain on first call consecutively. If she is not called on Nov 3, she automatically goes to second call on 'Maleficent' for the rest of the shoot period.

Section F

Daily Performance Salary (excluding Use Fees) £1312.30

Section G

The Producer undertakes to make the following Performance Salary and Use Fee payments:

GUARANTEED SUM £17,060.01

(This is the multiple of the daily Performance Salary and the minimum number of days (one or more) required during the Guaranteed Period and includes any supplementary payments where applicable. Please see clause F8 4 of the Agreement.)

USE FEES: Use Fees as nominated hereunder (and only those nominated) shall be pre-purchased. All Use Fees are expressed as percentages of Total Applicable Salary.

Market/Medium and Territory	Use Fee % of Total Applicable Salary	£
Theatric North America and Non-Theatric Worldwide	30	5,118.00
Theatric World excluding North America and Non-Theatric Worldwide	30	5,118.00
World Videogram	140	23,884.00
UK Pay Per View and Subscription Television	15	2,559.00
UK Network Terrestrial Television	12.5	2,132.50
UK Secondary Television	2.5	426.50
USA Major Network Television	15	2,559.00
USA Non-Major Network Television	5	853.00
USA Pay Television	10	1,706.00
World Television excluding UK and USA	5	853.00
World Download to Own/Electronic Sell-through	5	853.00
World Free Video on Demand and Pay Video-on-Demand	5	853.00
World Clip Exploitation	5	853.00

TOTAL GUARANTEED PAYMENT £64,828.01

This amount is the total of Guaranteed Sum and the above pre-purchased Use Fees. It represents the minimum guaranteed amount that the Artist will be paid under this Form of Engagement but does not include any holiday pay to which the Artist would be entitled under section I of this Form of Engagement. Additional sums including the payment of holiday pay may be payable in accordance with the Agreement.

Section H. PENSIONS

Provided that the Artist has notified the Producer prior to the engagement that the Artist is a member of the Equity Personal Pension Scheme, the Producer shall contribute 6% of the Artist's Performance Salary and/or session fee subject to a maximum payment of £220 per Artist per film. The Artist shall contribute 3% of the payments stipulated above, subject to a maximum payment of £110 per Artist per film. The Artist's contribution shall be deducted by the Producer from payments due and together with the Producer's contribution will be remitted direct to the Equity Personal Pension Scheme.

Payment of the above contributions shall be made payable to "AVIVA" and sent to the Equity Personal Pension Scheme which is administered by Hencilla Canworth Ltd (First Act) at Simpson House, 6 Cherry Orchard Road, East Croydon, Surrey CR9 5BB.

Equity Personal Pension Scheme Number P5709960A
 Producer Contribution: £..... Artist's Contribution: £..... Total: £.....

Section I. HOLIDAYS

Holiday will be accrued at the rate of 5.6 weeks per year pro rata. If at the end of the engagement it has not been possible for the Artist to have taken the holiday accrued under this contract then payment shall be made in lieu of untaken holiday. Payment for untaken holiday shall be at the rate of £13.23 for each day worked.

Section J. NET PROFIT SHARE

3% of the Net Profit of the Film shall be shared among the Artists in the Film according to the formula set out in the Agreement.

Section K. DUBBING/REVOICING RIGHTS

In addition to the rights granted to the Producer under clause F6 (4) and (5) of the Agreement, the Producer *shall not* have the right to revoice or dub the Artist's voice as the Producer shall in its sole discretion determine.

1. Engagement

- a) The Producer hereby engages the Artist to perform in the Film and in the part specified in Section D of the Schedule.
- b) The Engagement shall be for the Guaranteed Period(s) and commence on the date specified in Section E of the Schedule.
- c) The Producer may retain first call on the Artist's services after the Guaranteed Period subject to the provisions of Clause F8 (5) of the Agreement and in such event all the provisions relating to the Guaranteed Period shall apply.

2. Payments

The Producer shall pay to the Artist:

- a) The Performance Salary payment specified in Section G of the Schedule.
- b) Any other sums as may be due under the Agreement.
- c) For the avoidance of doubt, any one-off payments (e.g. any payments due in accordance with clauses F24 and F25 of the Agreement) shall not be duplicated in the event that the Artist enters into a subsequent Form of Engagement for the same role in the Film, or in the event that this contract constitutes a subsequent contract as aforesaid.

3. Agent

- a) The Artist hereby authorises and empowers his Agent as designated in Section C of the Schedule to collect and receive all sums of money payable to the Artist by the Producer and/or the Union as the case may be under the terms of this Engagement and declares that the receipt by the said Agent shall be a good and valid discharge of all persons paying such monies to them. The Artist also authorises and empowers the Producer to deal with the said Agent on the Artist's behalf on all matters arising out of this Engagement. At any time after the signing of this Engagement the Artist may authorise in writing a change of person and/or address from that set out in this Form of Engagement.
- b) In the event that it is not possible to make payments to the Artist's Agent as described in (a) above the Artist hereby authorises and empowers Equity to collect said payments if and when

the same shall become payable to the Artist, and declares that the receipt of Equity shall be good and valid discharge of all persons paying such monies to it. The Artist also authorises Equity to negotiate on the Artist's behalf amendments of the Agreement in relation to this Film. Any such amendments agreed by Equity and the Association shall be deemed incorporated in this contract.

4. Consents and Assignments

The Artist hereby confirms that:

- a) the Artist grants to the Producer all consents required under the Copyright Designs and Patents Act 1988 or any modification or re-enactment thereof to enable the Producer to make the fullest use of the Artist's services and the products thereof in perpetuity. The Artist assigns to the Producer, with full title guarantee free from all third party rights, all present and future copyright and performer's property rights in and to the performances and services of the Artist and the products thereof throughout the world for the full period of copyright and thereafter insofar as is possible in perpetuity;
- b) the Artist is and shall throughout the term of his/her engagement remain a "qualifying person" within the meaning of the Copyright, Designs and Patents Act 1988;
- c) the sums payable to the Artist pursuant to this Form of Engagement and the Agreement include consideration for the assignment and exercise by the Producer, its licensees, assignees and successors in title of the rental rights in and to the products of the Artist's services and that, without prejudice to the Artist's rights at law, such payment constitutes an equitable consideration for the grant and/or exercise of all such rights. Nothing in this Form of Engagement nor the Agreement shall prevent the Artist from being entitled to receive income in respect of the exercise of rental and lending rights under collective agreements negotiated by recognised collecting societies under the laws of any jurisdiction but nothing in this Form of Engagement and the Agreement shall constitute an admission or acknowledgement that the Producer or any of its licensees, assignees or successors is obliged to make any payment to any such society under the laws of any jurisdiction; and
- d) the Artist grants to the Producer the right throughout the world to use and authorise others to use the Artist's name, photographs and other reproductions of the Artist's physical likeness and recordings of the Artist's voice and performances in accordance with clause F24(2) of the Agreement.

5. Warranties

- a) The Artist warrants that:
 - i) the Artist shall to the best of the Artist's abilities interpret the Artist's part and render all services required of the Artist under the Agreement and under this Form of Engagement in such a manner as the Producer may direct and at such places and at such times as the Producer may require;
 - ii) the Artist is entitled to enter into this contract and has full power and authority to assign and grant the rights herein expressed to be assigned and granted and is exclusively entitled to give all assurances, confirmations, waivers and agreements set out herein to enable the Producer to exploit the products of the Artist's services hereunder without the Producer making any further payment other than as expressly set out in this Form of Engagement and the Agreement;

- iii) the Artist is, to the best of the Artist's knowledge and belief, in such a state of health that the Producer will be able to effect insurance under normal conditions (without the premium being subject to either loadings or special exclusions) and shall be able to perform the services required under this form of Engagement.. If for any reason, the Producer is unable to obtain insurance for customary rates and without substantial exclusions, the Producer shall have the right to suspend or terminate the Artist's engagement;
- iv) during the Artist's engagement, the Artist will not give or grant without the Producer's written consent any Press, Radio, Television or other like forms of interview in accordance with clause F26(4) of the Agreement;
- v) both during and after the engagement, the Artist will perform, subject to the Artist's reasonable professional availability such reasonable press and publicity services as the Producer or its distributors shall require in accordance with clause F26(8) of the Agreement;
- vi) the Artist will not order goods or incur any liabilities on behalf of the Producer or pledge the Producer's credit or hold himself/herself out as being entitled to do so;
- vii) during the provision of the Artist's services hereunder the Artist shall not ride in any aircraft, other than as a passenger on a scheduled flight or engage in any extra hazardous activity, without the Producer's prior written consent in each and every case; and
- viii) the Artist hereby indemnifies and agrees to keep the Producer fully and effectually indemnified, on demand from and against any and all losses, costs, actions, proceedings, claims, damages, 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 Artist of any of the agreements, conditions, obligations, representations, warranties and undertakings on the part of the Artist contained in the Agreement and in this Form of Engagement. The Artist hereby expressly acknowledges that this indemnity shall survive the completion of the Artist's services hereunder.

b) The Producer warrants that the Film is registered with Pact as a Pact production.

6. Suspension and Termination of Services

- a) The Producer shall be entitled to suspend and/or terminate the Artist's engagement by notice if the Artist is in breach of any material obligation contained within the Agreement or this Form of Engagement, or is unwilling or unable to carry out the Artist's services hereunder (for whatever cause) or due to the misconduct of the Artist.
- b) In the event of any suspension or termination of the Artist's engagement by the Producer all rights granted to the Producer in and to the products of the Artist's services shall be unaffected and the Producer shall cease to be liable to make any payments of remuneration to the Artist save for those which have already become due and payable including any entitlement to Net Profits share or Royalty Payments.

7. National insurance/Income Tax

- a) The Artist confirms that the Artist is a self-employed person for tax purposes and acknowledges and agrees that the Artist will be solely responsible for all the Artist's income tax due in respect of the rendering of the Artist's services under the Agreement and this Form of Engagement. The Artist acknowledges that where class 1 NICs ("Employee's NICs") are due in respect of payments made to the Artist by the Producer, the Producer shall be entitled to

deduct amounts in respect of Employee's NICs from payments to be made to the Artist pursuant to this Form of Engagement and the Agreement.

- b) The Artist will indemnify the Producer against any loss, costs, damages, or proceedings arising out of or in connection with any liability of the Producer to make any payment in respect of income tax arising in respect of any amounts payable or paid pursuant to the Agreement and this Form of Engagement.

8. Withholdings

The Producer shall have the right to deduct and withhold from any and all compensation and expenses payable to the Artist pursuant to the Agreement and this Form of Engagement, all withholding and other taxes and any other social security payments, 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 or payment. In the event that the Producer does not make such withholdings or deductions, the Artist shall pay any and all taxes and other charges payable on account of such compensation, and the Artist hereby indemnifies the Producer and agrees to keep the Producer fully and effectually indemnified from and against any liability or expense in connection therewith.

9. Confidentiality

- a) The Artist shall not at any time hereafter do anything detrimental to or say anything detrimental about the Film, the Producer or any person involved in or associated with the Film.
- b) The Artist shall not divulge or disclose any information of any nature or kind relating to the development or production of the Film, or to the general affairs of the Producer coming within the Artist's knowledge by reason of the rendering of the services of the Artist hereunder, or otherwise. The Artist shall have the right to refer to the Film incidentally in interviews or personal publicity, provided that such references are non-derogatory of the Film and any person involved or associated with the Film.
- c) The Artist may disclose information which would otherwise be confidential if and to the extent:
 - (i) required by law; or
 - (ii) disclosed to professional advisers to whom such information relates; or
 - (iii) the information has come into the public domain through no fault of the Artist; or
 - (iv) the Producer has given prior written approval to the disclosure.
- d) The restrictions in this Clause shall continue to apply after the termination or complete performance of any of the obligations hereunder without limit in time.

10. Remedies

The Artist's remedy for any breach of the Agreement and/or this Form of Engagement shall be either through the Disputes Procedure set out in clause F28 of the Agreement and/or an action for damages, if any, and in no event shall any breach of the Agreement and/or this Form of Engagement entitle the Artist to enjoin or restrain the production, distribution or exhibition of the Film or any of the allied, ancillary and subsidiary rights connected with the Film.

11. Data Protection Act

- a) For the purposes of the Data Protection Act 1998, as amended, the Artist agrees and gives the Artist's consent to the holding and processing of personal data relating to the Artist in any form, (whether obtained or held in writing, electronically or otherwise) by the Producer or other companies within the Producer's Group for purposes connected with the relationship hereunder including, but not limited to the payment and review of salaries and other remuneration and benefits, administration of employee benefits (including pension, life assurance, health and medical insurance), facilitating performance reviews, maintaining sickness and other absence records, taking decisions as to fitness for work, and also more generally to identify personnel, publicise the Film throughout the world and otherwise to comply with its obligations under the Agreement and this Form of Engagement, maintain and improve security systems and ensure compliance with the Producer's legal obligations such as income tax and social security withholdings.
- b) The Producer wishes to ensure that the information it holds remains as accurate as possible. The Producer may therefore at any time request the Artist to update the information relating to the Artist held by the Producer and the Artist should, in any event, inform the Producer as soon as practicable of any changes to their personal information. The Artist may review and update the information at any time, on reasonable notice to the Producer.
- c) If the Producer is part of a larger group of companies ("the Group") operating internationally, for reporting and group administration purposes it will, from time to time, also make available the information the Artist has provided to it to other Group companies, which may be located within Europe or outside. Likewise, the Producer will, from time to time, need to make some of the Artist's information available to legal and regulatory authorities (such as tax authorities and the Department for Culture, Media and Sport), to future employers and potential purchasers of the Producer or any of its assets or business, to its accountants, auditors, lawyers and other outside professional advisers, and to other parties which provide products or services to the Producer (such as IT systems suppliers, medical practitioners, private health associations). Some of these recipients will be located in Europe, but others may be located, or may have relevant operations located, elsewhere such as in the US or elsewhere, where data protection and privacy regulations may not offer the same level of protection as applies in the EU. However, the Producer will at all times take reasonable steps to ensure the security and confidentiality of personal data.

12. Bribery

12.1 You shall:

- 12.1.1 comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti corruption including, but not limited to, the Bribery Act 2010;
- 12.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

12.1.3 comply with the Company's Ethics, Anti-bribery and Anti-corruption Policies.

13. Notices

All notices to be served by either party under this contract or the Agreement shall, unless otherwise agreed between the parties, be given in writing and sent to the address given in Section A of the Schedule in the case of a notice served on the Producer and to the address given in Section B of the Schedule in the case of notice served on the Artist; in the latter event a copy of the notice shall be sent to the Artist's Agent. Subject to the requirements of the Agreement, notices may be given verbally and subsequently confirmed in writing. Notices in writing shall be deemed to have been delivered 48 hours after posting. The party sending notices shall retain proof in writing.

14. Governing Law and Jurisdiction

The validity, construction and performance of this Form of Engagement shall be governed by and constructed in accordance with the laws of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim, dispute or matter arising under or in connection with this Form of Engagement.

SPECIAL STIPULATIONS

Special stipulations must be set out on a separate sheet attached to this Form of Engagement and initialled by the Artist and the Producer.

SIGNATORIES:

Agreed and accepted by the parties on the date set out above:

Lesley Manville (Artist) .

U. P. [Signature] (on behalf of the Producer)

Equity Membership No (if applicable)..... 00070193

Artist's National Insurance No..... YX 14 31 83 D

Molly Moon

SPECIAL STIPULATIONS:

Dressing Facilities: Own trailer, no other artists in better trailer, exclusive facilities

Ground Transport: Exclusive

Fittings: Included in Total Guaranteed Sum

Billing: Single card, second position, up front.

Rehearsal/Read Through: Included in Total Guaranteed Sum, FN

Schedule: 11 day fortnight (alternate weeks of 6/5 days)

Turnaround: As per British Equity agreement

ADR: 2 sessions included in Total Guaranteed Sum, FN

Contract: Per British Equity Contract

Publicity: Artist agrees, subject to availability, to render a reasonable amount of publicity and promotional services, subject to Artist's prior commitments. Artist will be provided with first class or exclusive transport and expenses in connection with such services, as per production contract. Artist agrees that the Company shall have the right to advertise, publicise, exhibit and exploit promotional likeness, approved biography and/or voice in connection with the film.

Photo & Likeness Approval: Artist must approve 50% of solo photos and 75% of group photos and Artist has 3 passes over likeness.

Biography Approval: Agreed

Bloopers, outtakes and behind the scenes: Approval over any footage in which artist appears.

Premier: Artist will be invited to all premises and, subject to distributor, first class travel and accommodation.

DVD: Artist will receive 1 copy of DVD when commercially available.

Holiday Pay: £13.23 per day

Overages: Any additional days will be paid at £5,000.00 stg per day and will be subject to her availability.

Paid Ads: Yes

Stand-In: Yes