


**CHILD CONTRIBUTOR'S RELEASE AGREEMENT**  
**"Molly Moon The Incredible Hypnotist"**

**DEAL TERMS**

<b>1. COMPANY</b>	Molly Moon Films Limited 1 <sup>st</sup> Floor, South Block, Teddington Studios, TW11 9NT  ("the Company" which expression shall be deemed to include the Company's successors in title, licensees and assigns).
<b>2. CONTRIBUTOR</b>	Jadon Carnelly-Morris 2 Muston Close, Mapperley, Nottingham, NG3 3ES ("the Contributor")
<b>3. PARENT/GUARDIAN</b>	Sam Carnelly 2 Muston Close, Mapperley, Nottingham, NG3 3ES ("the Parent/Guardian")
<b>4. AGENT</b>	Ian Smith – The Television Workshop 30 Main Street, Calverton, Nottingham, NG14 6FQ
<b>5. ROLE</b>	MOLLY MOON ("the Services")
<b>6. DATES OF ENGAGEMENT</b>	29 <sup>th</sup> October – 15 <sup>th</sup> December, 2012 (7 weeks) ("the Engagement Period")
<b>7. FILM</b>	"Molly Moon The Incredible Hypnotist" (Working Title) ("the Film")
<b>8. FEE</b>	Weekly Rate is £2857.14 Total fee due for this contract = £20,000.00 including Use Fees. ("the Fee")
<b>9. SPECIAL CONDITIONS</b>	Subject to Paragraph 4 of the Standard Terms of Engagement, the Contributor shall be accorded credit on screen on the Film ("Credit").
<b>10. DATE OF AGREEMENT</b>	19 <sup>th</sup> November, 2012

This Agreement consists of these Deal Terms and the attached Standard Terms of Engagement.

  
 For and on behalf of  
 Molly Moon Films Limited  
 MARK BIRMINGHAM

  
 Agreed and accepted on  
 behalf of Jadon Carnelly Morris  
 IAN SMITH (AGENT)

## **CHILD CONTRIBUTOR'S RELEASE AGREEMENT**

### **"Molly Moon The Incredible Hypnotist"**

#### **STANDARD TERMS OF ENGAGEMENT**

#### **1. COMPOSITION OF AGREEMENT**

- 1.1 This Agreement shall comprise the Deal Terms and the Standard Terms of Engagement.
- 1.2 If there is a conflict between the Deal Terms and the Standard Terms of Engagement, the Deal Terms shall prevail.

#### **2. GENERAL**

- 2.1 The Contributor's engagement hereunder is conditioned upon the Company securing all certificates of sponsorship, permits, passports, visas and any other documents which may be required by any governmental agency or otherwise for the Contributor to render services hereunder, including without limitation a statutory license granted by the local education authority or magistrates court (if required) permitting the Contributor to render services hereunder in the manner determined by the Company where required by the Company.
- 2.2 The Parent/Guardian warrants and represents to the Company that the Parent/Guardian: (i) has parental responsibility for the Contributor, (ii) has explained the terms of this Agreement to the Contributor; (iii) having been provided with the opportunity to seek specialist legal advice on the terms hereof, can confirm this Agreement is for the Contributor's benefit, and (iv) agrees to procure the full performance and compliance of the terms of this Agreement by the Contributor, including by doing all acts, matters and things reasonably within the Parent/Guardian's power as may be necessary or desirable to ensure the performance and observance by the Contributor of his/her services in connection with the Film as required by the Company hereunder. In the event of any breach or disaffirmance of this Agreement by the Contributor for any reason, the Parent/Guardian agrees to indemnify the Company against any and all loss, cost, damages and expenses of any kind of nature, including reasonable legal fees, that may be suffered or incurred by the Company arising out of any breach or disaffirmance of the terms hereof by the Parent/Guardian and/or the Contributor, or that may be incurred by the Company in enforcing this Agreement.
- 2.3 The Parent/Guardian agrees to keep (and shall procure that the Contributor shall keep) confidential and not to disclose, without the Company's prior written consent, any confidential information relating directly or indirectly to the Film, the services rendered by the Contributor or the Company's affairs generally.
- 2.4 In consideration of the payment by the Company to the Parent/Guardian of the sum of one pound (£1), the receipt and sufficiency of which is hereby acknowledged, the Parent/Guardian with full title guarantee, irrevocably assigns to the Company, by way of an exclusive assignment of present and future copyright, the entire copyright and all other rights, title and interest of whatsoever nature, whether vested or contingent in and to all of the products of the Contributor's services in respect of this Agreement, the Film and all allied and ancillary rights in the Film, to hold the same unto the Company absolutely, throughout the world in all languages for the full period of copyright and all renewals, revivals, reversions and extensions and thereafter in perpetuity to the extent permitted by law whether the right to such renewals, revivals, reversions or extensions now exists or is hereafter created by the laws in force in any part of the world. This assignment shall be without reservation or condition and so that no right of any kind, nature or description is reserved by the Parent/Guardian.

- 2.5 The Parent/Guardian irrevocably and unconditionally waives in perpetuity all moral rights that the Contributor may have in and to all the products of the Contributor's services in respect of this Agreement and the Film and all allied and ancillary rights in the Film, whether arising under Sections 77 to 85 (inclusive) of the Copyright Designs and Patents Act 1988, as amended or otherwise.
- 2.6 The Parent/Guardian grants to the Company the right to use the Contributor's name, voice, likeness and/or biographical material in any and all media (whether now or hereafter known or created) throughout the universe in perpetuity in connection with promoting and exploiting the Film and all subsidiary and ancillary rights relating to the Film (including any products, merchandise, "behind-the-scenes" or "bonus" or other material relating to the Film) and on behalf of the Contributor, irrevocably and unconditionally grants to the Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 (as amended from time to time) to enable the Company to make fullest use of such right. Without prejudice to the generality of the foregoing, the Parent/Guardian agrees that the Contributor's voice may be dubbed in any language.
- 2.7 For the purpose of the copyright law of the United States of America and any jurisdiction which does not recognise an assignment of future copyright, if there is a resort or subjection to such jurisdiction in relation to this Agreement, the products of the Contributor's services are and will be deemed to be a "work made for hire" and the Company shall be deemed the author.
- 2.8 The rights granted pursuant to this Agreement include all rights of communication to the public by satellite, cable retransmission rights, all rental and lending rights and all so-called performer's rights, whether now known or hereafter existing, in any country of the world in and to the products of the Contributor's services in respect of this Agreement and the Film and all allied and ancillary rights in the Film and any part or version or adaptation of the Film. Further, the consideration payable under this Agreement includes a payment in respect of the performer's rights and the rental and lending rights which represents adequate and equitable compensation for the assignment of the performer's rights and the rental and lending rights.
- 2.9 The Contributor and/or the Parent/Guardian (as applicable) shall execute all further agreements as the Company requires to vest in or further assure to the Company, the Rights.

### 3. **BUY OUT**

- 3.1 The Fee is a complete buy out of all rights and the Contributor shall not be entitled to any further sums whatsoever by reason of the exploitation of the Film or any allied and ancillary rights in the Film.

### 4. **CREDIT**

- 4.1 Subject to the Deal Terms specifying any credit that may be accorded to the Contributor and subject further to distributors' customary restrictions and exclusions, the Contributor shall be accorded the Credit provided that the Contributor and/or the Parent/Guardian are not in default and that they have complied with all of their obligations under this Agreement.
- 4.2 The Company shall not be liable for any failure to accord the Credit and any inadvertent or other failure to accord the Credit shall not constitute a breach of this Agreement by the Company.
- 4.3 The size, type and position of any credit accorded to the Contributor shall be at the Company's sole discretion.

### 5. **MISCELLANEOUS**

- 5.1 The Company may terminate the Contributor's services hereunder for any reason whatsoever without notice and shall have no further obligations or liability to the Parent/Guardian and/or the Contributor whatsoever, save that if the Contributor's services are terminated for any reason other than for the breach or incapacity of the Contributor, Company shall pay the Parent/Guardian (for the Contributor) any unpaid portion of the Fee, to the extent accrued.
- 5.2 The Parent/Guardian acknowledges that any application to enjoin or restrain the production, distribution, exhibition, advertising or exploitation of the Film or any rights herein or derived therefrom would be excessively disruptive and unreasonably damaging to the Film and to the Company's and to third parties' interests therein and consequently the Parent/Guardian and the Contributor agree 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 Contributor as a result of any breach of this Agreement by the Company.

- 5.3 [The Contributor is engaged by the Company on a self-employed basis (i.e. the Contributor accounts for his/her own tax), the Contributor shall be responsible for all taxes due in respect of his/her services and shall indemnify the Company for any sum which the Company is required to pay to the relevant authority by way of Income Tax or National Insurance Contributions and which arise as a result of the services provided by the Contributor under this Agreement. However, if the Company is held liable for any part of any Income Tax or National Insurance Contributions or any other tax payable by the Contributor in connection with the provision of his/her services under this Agreement, the Company shall be entitled to deduct any amounts from any payment due to the Contributor under this Agreement or if no further payments are due to the Contributor under this Agreement, the Contributor shall immediately repay to the Company the debt of an amount equal to the amount of the Contributor's tax that the Company is held liable for.]
- 5.4 The Parent/Guardian acknowledges and agrees that the Company shall hold and process personal data (including, where appropriate, sensitive personal data) in relation to the Contributor in its manual and automated filing systems. The Parent/Guardian hereby consents to the processing and disclosure of such data both inside and, where necessary, outside the European Economic Area. The Parent/Guardian agrees to use all reasonable endeavours to keep the Company informed of any changes to the Contributor's personal data and to comply with the Data Protection Act 1998;
- 5.5 The Company shall be entitled to assign the whole or any part of this Agreement to any third party.
- 5.6 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no term or condition of this Agreement shall confer or be construed as conferring any right on any third party.
- 5.7 This Agreement constitutes the entire agreement between the parties in respect of the subject matter hereof.
- 5.8 This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

**END**

**Special Stipulations:**  
**Accommodation**

**Per Diems:** TBC for artist and chaperone

**Dressing Facilities:** Nice large comfortable trailer DV room

**Paid Ads:** Artist to be included in all paid ads

**Billing:** Producers discretion

**Rehearsal:** Included in total guaranteed sum – production will provide travel and accomodation

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

**Turnaround:** As per British Equity agreement

**Overages:** Not applicable

**ADR:** Three free days ADR requested by production

**Publicity:** On a second call basis (artist could be employed on another project)

**Contract:** As per British Equity contact

**Premiere:** 4 tickets for UK premiere. Travel and accommodation for chaperone and artiste (in UK ~~overseas~~) to be paid.

**DVD:** 1 DVD copy to be given to the artist

**Option:** Artist will be paid 5% increase on this fee for second film. In the event that further films are made by a studio, re-negotiation is required. Agent is prepared to agree to only one future film project.

**Chaperone:** Parent to chaperone at all times, standard fee

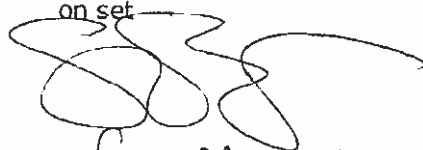
**Tutor:** To be arranged

**Transport:** Non exclusive car from home . First class rail. One artist has finished filming no more than 30 minutes waiting time on set

**Producer signature:**

**Artist/Agent signature:**

**Date:**



for MOLLY MOON FILMS LTD.



IAN SMITH

AGENT FOR

JADON CARNEZLY-

MOON FILMS

5/11/12