

CHILD ARTISTS FORM OF ENGAGEMENT FOR CINEMA FILMS

Date: 10th December, 2012

This Engagement is made on the above date between the parties designated in Section A & B below. This Engagement incorporates the Schedule, the terms set out hereunder 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: Jake Swift
Phone No: 07525 396 325
Address: Grand View, Birmingham Road, Meriden, Coventry, CV7 7HY
Parent/ Guardian: Sue Swift

Section C

Agent: Mark Jermin Management – Kelly Smith
Phone No: 07525 396 325
Address: 8 Heathfield, Swansea, SA1 6EJ

Section D

Part: Roger
Title of Film: Molly Moon – The Incredible Hypnotist

Section E

Engagement Period: 13 days

Dates of Engagement: 29th, 30th, 31st Oct, 7th, 10th, 13th, 14th, 15th, 16th, 19th, 20th, 26th, 28th Nov, 2012

Section F

Daily Performance Salary	£220.40
Total Guaranteed Payment	£2865.20

Section G. DUBBING/REVOICING RIGHTS

In addition to the rights granted to the Producer under clause (4) and (5) of this Form of Engagement, the Producer *shall* have the right to revoice or dub the Artist's voice.

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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 Engagement Period and commence on the date specified in Section E of the Schedule.

2. Payments

The Producer shall pay to the Artist the Total Guaranteed Payment specified in Section F of the Schedule.

3. Agent

- a) The Parent/Guardian (on behalf of the Artist) hereby authorises and empowers the Agent as designated in Section C of the Schedule to collect and receive all sums of money payable to the Artist by the Producer 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 Parent/ Guardian 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 Parent/Guardian may authorise in writing a change of person and/or address from that set out in this Form of Engagement.

4. Consents and Assignments

The Parent/Guardian hereby confirms that:

- a) the Parent/Guardian (on behalf of 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. In consideration of the payment by the Producer to the Parent/Guardian of the sum of one pound (£1), (the receipt and sufficiency of which is hereby acknowledged by the Parent/Guardian), the Parent/Guardian hereby 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 sums payable to the Artist pursuant to this Form of Engagement 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 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 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
- c) the Parent/Guardian 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 and/or biographical

material in any and all media (whether now known or created) throughout the universe in perpetuity in connection with the promoting and exploiting of the Film and all subsidiary and ancillary rights relating to the Films (including any products, merchandise, "behind the scenes" or "bonus" or other material relating to the Film and on behalf of the Artist, irrevocably and unconditionally grants to the Producer all consents required under Part II of the Copyright, Designs and Patents Act 1988 (as amended from time to time) to enable the Producer to make the fullest use of such right; and

- d) For the purpose of 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 Form of Engagement, the products of the Artist's services are and will be deemed to be a "work made for hire" and the Producer shall be deemed the author.
- e) The Total Guaranteed Payment is a complete buy out of all the rights and the Artist shall not be entitled to any further sums whatsoever by reason of the exploitation of the Film or any ancillary rights in the Film.
- f) The Artist and/or the Parent/Guardian (as applicable) shall execute all further agreements as the Producer requires to vest of further assure to the Producer the rights granted under this Form of Engagement.

5. Warranties

- a) The Parent/Guardian warrants that:
 - i) it will procure that 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 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 Parent/Guardian has parental responsibility for the Artist and 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;
 - iii) the Parent/Guardian has explained the terms of this Form of Engagement to the Artist;
 - iv) the Parent/Guardian has read the screenplay for the Film and consents to the Artist rendering the services set out hereunder for the Part;
 - v) the Artist is, to the best of the Parent's/Guardian'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;
 - vi) during the Artist's engagement, the Parent/Guardian will procure that the Artist will not give or grant without the Producer's written consent any Press, Radio, Television or other like forms of interview;

vii) 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 reasonably require;

viii) 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;

ix) 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

x) 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 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.
- c) The Producer confirms that the Artist's local education authority (LEA) has granted the production a licence for the Artist's services. The Parent/Guardian agrees to ensure that the Artist complies with all the requirements set out in the licence granted to the Company by the LEA and/or the relevant Magistrates Court.

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 Parent/Guardian and/or the Artist is in breach of any material obligation contained within 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 Parent/Guardian and/or 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.

7. Weeks and Hours

- a) Subject to the requirements of any applicable child protection legislation governing the hours during which children are permitted to be engaged on the Film, the Artist shall be absent from school during the engagement period (as set out in Section E above) during which time it is acknowledged that the services of a tutor ("Tutor") shall be provided during such period in accordance with the provisions set out in 7 b) below and shall work a five (5) day week during each week of the engagement period (not including the post production period), and the Producer shall be entitled to nominate which days in any such week.
- b) The Parent/Guardian shall procure that the Artist must attend a minimum number of fifteen (15) hours per week (provided not more than five (5) hours of tutoring takes place on any one (1) day of a week) of tutorials with the Tutor during the engagement period or such longer

period as notified by the Producer to the Parent. For the avoidance of doubt, such period shall not include the week during the mid-term break. The Producer shall notify the Parent/Guardian of the times for the tutorial sessions with the Tutor, which the Parent/Guardian must ensure the Artist attends.

8. National insurance/Income Tax

- a) The Parent/Guardian confirms that the Artist is a self-employed person for tax purposes and acknowledges and agrees that the Parent/Guardian will be solely responsible for all the Artist's income tax due in respect of the rendering of the Artist's services 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.
- b) The Parent/Guardian will indemnify the Producer on the Artist's behalf 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 this Form of Engagement.

9. Withholdings

The Producer shall have the right to deduct and withhold from any and all compensation and expenses payable to the Artist pursuant to 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 Parent/Guardian shall pay any and all taxes and other charges payable on account of such compensation on behalf of the Artist, and the Parent/Guardian hereby indemnifies the Producer and agrees to keep the Producer fully and effectually indemnified from and against any liability or expense in connection therewith on behalf of the Artist.

10. Confidentiality

- a) The Parent/Guardian shall not (and shall procure that 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 Parent/Guardian shall not (and shall procure that 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 Parent's/Guardian's and/or 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 Parent/Guardian and/or the Artist may disclose information which would otherwise be confidential if and to the extent:
 - (i) required by law; or

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- (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.

11. Remedies

The Artist's remedy for any breach of this Form of Engagement shall be an action for damages, if any, and in no event shall any breach of 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.

12. Data Protection Act

- a) For the purposes of the Data Protection Act 1998, as amended, the Parent/Guardian agrees and gives the Parent's/ Guardian'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 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 Parent/Guardian to update the information relating to the Artist held by the Producer and the Parent/Guardian should, in any event, inform the Producer as soon as practicable of any changes to their personal information. The Parent/Guardian 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.

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13. Bribery

12.1 The Parent/Guardian 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.

12.2 Breach of this clause 12 by you shall be deemed a material breach of this Form of Engagement.

14. Notices

All notices to be served by either party under this Form of Engagement 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 this Form of Engagement, 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.

15. 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 Parent/Guardian and the Producer.

SIGNATORIES:

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

 KELLY @ MARK JERMIN
.....(Parent/Guardian on behalf of Jake Swift)

.....(Mark Birmingham on behalf of the Producer)

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

Artist's National Insurance No.....

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Special Stipulations:

Dressing Facilities: Best available

Train Travel: Standard

Accommodation: Best available

Ground Transport: Non-exclusive

Fittings: £29.00

Billing: At producers' discretion

**Rehearsal /
Readthrough:** £29.00

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

Turnaround: As per British Equity agreement

ADR: £110.20 up to 4 hours
£220.40 over 4 hours

Contract: Per British Equity contract

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.

Chaperone: Artist will be chaperoned by a licensed chaperone at all times
Tutor: Shared

Signed:

○

Production:

Agent or Artiste:

Date:



FOR MOLLY MOON FILMS LTD.



KELLY @
MARK JERMIN