

FAST GIRLS

Credit, Paid Advertising, Merchandising, Approvals, Restrictions and other Contractual Obligations

NAME	Credits, Paid Ads and Billing Block
<p>Stuudioanal, BFI, Aegis Film Fund, Ealing Metro, IFG, DJ Films, Fast Girls Productions (as found in the Interparty Agreement)</p>	<p>14. CREDITS AND FINAL CUT 14.1 The Parties agree that the credits set out in Schedule 6 are approved by all parties and that, in the event of any conflict between the terms of the Relevant Agreements and Schedule 6, the provisions of Schedule 6 shall prevail. The Film Production Company shall send to the Funders and the Sales Agent the proposed screen credits for the Film and obtain each Funder's and the Sales Agent's written approval thereto prior to their incorporation in the Film and the Film Production Company shall additionally send to the Funders and the Sales Agent the proposed paid advertising credit block and obtain each Funder's and the Sales Agent's written approval thereto prior to issue of any paid advertising. All such approvals shall be exercised by the Funders and the Sales Agent reasonably and without delay. 14.2 The Sales Agent shall contractually require any Distributor licensed by it to accord the credits set forth in Schedule 6 on all prints and paid advertising and videogram and ancillary products packaging issued by such Distributors and sub-distributors (subject to the Distributors and sub-distributors customary restrictions and exclusions), but the Sales Agent shall not be liable for the neglect or default of the Distributors and of the sub-distributors of the said credit obligations in any event provided that the Sales Agent shall use its reasonable endeavours to cure any such neglect or default of which it has received written notice on a prospective basis but without any obligation to recall prints or materials already produced or distributed. 14.3 No breach of the provisions of this Clause 14 shall entitle any party to injunctive relief and the parties' and third parties' remedies (if any) shall be limited to a claim in damages. 14.4 Each of the Parties agrees that a majority of the Final Cut Committee shall have the right to approve the final cut of the Film.</p>
<p>Credit Schedule for the above parties</p>	<p>A. Animated Logos [Local distributor logo may be added by local distributor (including STUDIOCANAL in the UK) Ealing Metro animated logo (at markets and festivals only) and BFI] B. Front Credits BFI and STUDIOCANAL present In association with Ealing Metro International and Aegis Film Fund A DJ Films Production C. Main End Credits [Need to include Director / Producer / Writer credits] [Any other main end credits?] Executive Producers: Jenny Borgars and Danny Perkins Executive Producers: Paul Brett and Graeme Law E. End Titles a. A block of credits for such persons as may be designated by BFI up to a maximum of [] persons. b. The following credit to be included immediately before the copyright credit: "[Made with the support of the BFI's Film Fund]" followed by the BFI lottery logo" c. A block of credits up to 6 individuals "On behalf of Aegis Film Fund" d. Legal services for Aegis provided by David Quli and Daniel Whybrew of Wiggin LLP. e. A block of credits for up to ten (10) STUDIOCANAL personnel, including legal services. f. A block of credits for such persons as may be designated by Ealing Metro up to a maximum of 8 persons. g. The following credit to be included in the end titles: "[Completion Guaranty provided by International Film Guarantors]". F. Static Logos The static logos for BFI and STUDIOCANAL shall appear in the end credits before the copyright notice for the Film as well as "Worldwide Sales by Ealing Metro International Ltd" and Ealing Metro's still logo G. Copyright Notice Copyright © [Fast Girls (DJ Films) Limited and The British Film Institute 2012] *D. Billing Block/Other Materials BFI and STUDIOCANAL PRESENT in association with Ealing Metro International and Aegis Film Fund A DJ Films Production The static logos for BFI, Ealing Metro and STUDIOCANAL (and in the UK its designee) shall appear in paid advertising wherever the billing block of the Film appears and in excluded advertising if the credits of any other financiers appear. The presentation credits and static logos shall appear in all posters, publicity materials and paid advertising for the Film worldwide; and all ancillary products (for example, soundtrack albums, tie-in publications and merchandising, if any), subject to distributors' standard exclusions. *</p>
<p>BFI (production financing agreement)</p>	<p>14. CREDITS 14.1 The BFI will receive a main title credit (which shall be preceded by the BFI animated logo) on a separate card and an end credit followed by the BFI "Lottery funded" logo in the form set out in paragraphs 1 and 2 and 5 of Appendix B on all copies of the Film. 14.2 A copyright notice to be approved by the BFI and mirroring copyright ownership shall appear on the Film as illustrated in paragraph 7 of Appendix B. 14.3 Additionally the BFI will receive, at the discretion of the FPC, a block of credits for such additional persons as may be designated by the BFI in the end credits. 14.4 The Commissioning Producer shall procure that in all advertising and promotional material for the Film including posters, press releases, video sleeves and soundtrack album covers the credits and copyright notice set out in these Special Terms shall appear in the billing block of such material followed by the BFI "Lottery funded" logo (as amended from time to time) and the copyright notice (all as illustrated in paragraph 8 of Appendix B). 14.5 The BFI will have the right to approve all credits on the Film and the FPC shall submit a draft of all proposed credits to the BFI for approval prior to including such credits on any copy of the Film. The form of the BFI logos are as set out in Appendix B or as otherwise notified to the Commissioning Producer by the BFI. 14.6 Each of the BFI credits and logos as specified in this Clause 13 will be no smaller or less prominent than those of any other Financier. 14.7 The Commissioning Producer shall contractually require that the Sales Agent, all Distributors and any other third parties responsible for the marketing of the Film accord the BFI the credits listed in this Clause 14 (as illustrated in Appendix B) without omission or alteration. No failure by any third party to accord such credit shall be deemed a breach of this Agreement by the Commissioning Producer provided that in the event of any breach, the Commissioning Producer shall use reasonable endeavours to prospectively cure such breach. 24. CREDITS AND COPYRIGHT NOTICE The Commissioning Producer and the FPC shall accord the BFI the credits set out in the Special Terms and a copyright notice shall appear as set out in the Special Terms.</p>
<p>Ealing Metro (sales agreement)</p>	<p>11. CREDITS 11.1 The Commissioning Distributor shall ensure that Ealing Metro is accorded in the Territory with an "in association with" ("presentation" as opposed to "production") credit in such position as may be determined by the Commissioning Distributor on screen with, in first position after the relevant Distributor at markets and festivals only, an animated logo on the Film. Ealing Metro will be entitled to the "in association with" credit and its still logo on all advertising and publicity for the Film in the Territory tied to credit (and logo) accorded to other financiers and distributors. Ealing Metro shall also be entitled to a block of up to 8 credits in the end roller and the following on screen credit in the end titles immediately before the copyright credit: "International Sales by Ealing Metro International Ltd" and its still logo. 11.2 Ealing Metro is entitled to agree with any Distributor that it shall have the right to use its name and logo on the Film and in publicity and advertising in its respective territories and media. 11.3 The main and end titles of all prints and pre-print materials of the Film will contain all necessary and proper credits for Ealing Metro, the Commissioning Distributor, actors, the director, writers and all other persons appearing in or connected with the production of the Film who are entitled to receive the same. The Commissioning Distributor shall procure the delivery to Ealing Metro no later than the date of Delivery of a complete statement setting forth the said credits as they appear on the screen, and of a complete statement setting forth names of all persons to whom the Commissioning Distributor is contractually obliged to accord credit in any advertising, publicity or exploitation of the Film. Ealing Metro will comply with the contractual obligations set out in such statement and will contractually require Distributors so to comply. The Commissioning Distributor will indemnify and hold harmless Ealing Metro against any claims, damages, suits or expenses (including reasonable outside attorney's fees) arising out of Ealing Metro's compliance with the credit requirements set forth in such statement. Casual or inadvertent failure of the Commissioning Distributor, Ealing Metro or any Distributor to comply with any provision hereof relating to credit to be accorded to the Commissioning Distributor or any third party shall not constitute a breach of this Agreement by Ealing Metro or the Commissioning Distributor giving rise to termination. The rights and remedies of the Commissioning Distributor, Ealing Metro or any third party, in the event of any material breach of any such provision, shall be limited to the right to recover damages, if any, in an action at law, and in no event shall the Commissioning Distributor or Ealing Metro be entitled by reason of any such breach to terminate this Agreement or any other agreement with respect to the Film or to enjoin or restrain the exhibition of the Film.</p>
<p>UKFC (development Agreement)</p>	<p>8. Credits 8.1 The Producer shall ensure that any and all copies of any materials produced in connection with the Development Work (including synopsis, treatment or the Screenplay) and issued by the Producer or under its control shall contain a notice in the following form: "Developed with the assistance of the UK Film Council" and a copyright notice in the following form: "© [year] UK Film Council and DJ Films Limited". 8.2 The Producer shall also ensure that the UKFC will receive an end screen credit on all copies of the Film made by or under the Producer's control (or use reasonable endeavours to procure if not made under the Producer's control) on a separate card in the following form: "Made with the support of the UK Film Council's Development Fund" followed by the UKFC logo. (as illustrated in Appendix "C") 8.3 Notwithstanding clauses 8.1 and 8.2 above any casual or inadvertent failure to accord credit or failure of a third party to comply with the credit provisions contained herein shall not be deemed to be a breach of this Agreement.</p>
<p>DJ Films, Fast Girls Productions Ltd (production services agreement)</p>	<p>5. CREDITS 5.1 The Film Production Company shall obtain the prior approval of Company in respect of all matters regarding third party credits in connection with the Picture; provided that in connection with such credits, the Film Production Company shall comply with all guild and contractual requirements (including any contractual requirements of Company that have been notified to the Film Production Company) and specifications.</p>
<p>Paul Brett, Graeme Law (Executive Producer Agreement)</p>	<p>2.3 The Company shall accord each of Paul Brett and Graeme Law an executive producer credit in the main titles of the Film on a favoured nations basis as to size, style, boldness, prominence and duration with all other executive producers of the Film. It is acknowledged that all executive producer credits will appear in accordance with the Credit Schedule attached to the Inter Party Agreement relating to the Film. 3.2 Paul Brett and Graeme Law shall also be accorded credit on a favoured nations basis (as above) with all other executive producers of the Film in the billing block portion of all paid advertising, publicity and videogram and ancillary products packaging issued by or under the direct control of the Company subject to customary industry and distributor exclusions Provided That, in the case of so-called "excluded" advertisements (save for any award, nominatory and congratulatory advertisement mentioning only the honoree), wherever any other executive producer is credited, Paul Brett and Graeme Law shall also be credited.</p>
<p>Damian Jones (Producers agreement)</p>	<p>7. CREDIT: Provided that the Film is completed with Producer as the producer thereof, then Producer shall be accorded a credit on positive prints of the Film and in the billing block portion of all paid advertising relating to the Film issued by or under Company's control (other than "Excluded Ads" as defined in the attached Standard Terms), as follows: (a) Producer Credit: the sole "Produced By" credit, which shall be displayed. (i) On Screen: On a single card, in the main titles (if main title credits are used, otherwise in the end titles), in an average size of type which is not less than the average size of type used to display the credits accorded to the principal cast members, the director and/or the writer of the screenplay for the Film.</p>

Lenora Crichlow	single card in 1st position single card on 1st position on all publicity, marketing, & press releases. Credit on posters and paid advertising.
Lily James	single card - position TBC
Lashana Lynch	single card- position at producers discretion. Credit on posters and paid advertising
Lorraine Burroughs	Guaranteed single card in main titles - position TBC
Noel Clarke	Single card- first position including 'with' or 'and', paid ads and poster etc
Phil Davis	single card in 6th position, paid ads and poster etc
Dominique Tipper	End Roller
Bradley James	single card - position TBC, paid ads and poster etc
Rupert Graves	single card - position TBC, paid ads and poster etc
Hannah Frankson	Billing end roller
Emima Fielding	Billing end roller
Jason Lewis	Billing end roller
Jamie Howard	Billing end roller

NAME	Approvals (Photos, final cut etc)
StudioCanal, BFI, Aegis Film Fund, Ealing Metro, IFG, DJ Films, Fast Girls Productions (as found in the Interparty Agreement)	<p>The Sales Agent agrees to send to the Commissioning Producer and the Funders for approval all press releases and details of press conferences in relation to the Film other than trade press releases intended for selling purposes and general press releases relating to their corporate activities in which general incidental reference is made to their collaboration in the Film.</p> <p>The Commissioning Producer and the Funders will be deemed to have approved any of the foregoing if it does not respond to a request for the same within 5 Business Days.</p> <p>The Parties agree that where multiple press releases are to be made by the respective Parties in relation to the Film such releases will be made simultaneously with or later than any release to be made by the Sales Agent.</p> <p>All press releases made in relation to the Film will acknowledge the Sales Agent and the Funders. The Parties agree that the first press release issued by any of the Parties must be approved in advance of such issue by all of the Parties.</p> <p>Aegis shall be entitled to mention its involvement in the financing of the Film in any of its corporate documentation, general marketing materials, website and other materials of a corporate promotional nature, without reference to the other Parties.</p> <p>The Parties agree that the first press release issued by any of the Parties must be approved in advance of such issue by all of the Parties.</p> <p>*14. Credit and Final Cut 14.4 Each of the Parties agrees that a majority of the Final Cut Committee shall have the right to approve the final cut of the Film. Final Cut Committee means the head of the Film Fund on behalf of BFI, Paul Brett on behalf of Aegis, Jenny Borgars on behalf of SCL, Damian Jones on behalf of the Commissioning Producer and either Tim Smith or James Spring on behalf of the Sales Agent, or replacements for the head of the Film Fund, Paul Brett, Jenny Borgars, Damian Jones and Tim Smith or James Spring, designated by BFI, Aegis, SCL, the Commissioning Producer and the Sales Agent respectively;</p> <p>* 6.18 Trailer / Poster SCL has agreed to produce a trailer for the Film (the "Trailer") and a poster for the Film (the "Poster"). SCL agrees: (i) to meaningfully consult the Sales Agent on the production of the Trailer and the Poster, and (ii) to grant the Sales Agent (and any replacement sales agent engaged in accordance with this Agreement) access to the Trailer and the Poster (who in turn shall be entitled to grant access to Distributors) (and permit such parties to duplicate the Trailer and/or Poster at cost) for a one-off fee equal to 50% of the actual, out of pocket costs incurred by SCL in the production of the Trailer and Poster (as applicable).</p>
BFI (Production Finance Agreement)	<p>(h) final cut of the Film (as set out in Clause 15 of the Standard Terms); (i) all credits on the Film or relating to the Film (as set out in Clause 14 of these Special Terms); (j) the Music for the Film and the terms upon which such Music is commissioned or licensed. The Commissioning Producer and the FPC shall ensure that the recording of the Original Music shall not take place until the BFI has approved the demos of the Original Music for the Film and that no Source Music shall be incorporated into the Film until the BFI has approved such Source Music;</p> <p>15. PRESS RELEASE AND PUBLICITY Neither the Commissioning Producer nor the FPC shall issue or authorise the issue of any press release or make any public announcements or issue any form of publicity regarding the Film and/or the Commissioning Producer's, the FPC's or the BFI's involvement therein without the prior written approval of the BFI provided that such approval shall not be required in respect of incidental non-derogatory references by either the Commissioning Producer or the FPC to its involvement in the Film and that of the BFI. Such application for approval should be addressed to the BFI's "Communications Department". The BFI shall not issue a press release regarding either the Commissioning Producer or the FPC or the BFI's involvement in the Film without the prior written approval of the FPC or the Commissioning Producer (as appropriate) save in relation to the BFI's duty of disclosure as a UK public body and save that the BFI may make incidental non-derogatory references to the Film and the BFI's involvement with the same.</p> <p>*15. FINAL CUT 15.1 The FPC shall: (a) carry out all changes the BFI may require in order for the Film to meet the requirements of the relevant UK broadcasting authorities and the 'British Board of Film Classification' and/or comply with any warranty, representation or other contractual specification relating to the Film and/or to conform to any legal advice received by the BFI; and (b) give full consideration in good faith to all suggestions and comments made by the BFI in respect of all cuts of the Film. 15.2 Notwithstanding the above, and subject to the Interparty Agreement, the BFI shall have a right of approval over the final cut of the Film. 15.3 The costs of any changes or editing shall be borne by the FPC from the Budget and carried out within the time constraints of the BFI approved post-production schedule.</p> <p>26. DISTRIBUTION AND MARKETING 26.1 The BFI shall have approval over: (a) the identity of the Sales Agent and the UK Distributor and any replacements thereof; and (b) the terms of the agreements appointing such Sales Agent and UK Distributor. 26.2 The Commissioning Producer shall procure that, within 3 (three) months from the Delivery Date, the Film is registered with all relevant collection agencies including those in the UK and Europe for the collection of fees or royalties due in respect of the Film and shall notify the BFI of all such registrations. 26.3 The Commissioning Producer shall, and shall procure that the Sales Agent and/or any Distributor shall, obtain the BFI's prior written approval in respect of: (a) any sale or distribution of the Film in any territory below the minimum Sales Estimates and the terms thereof; and (b) any sales plan for TV Led Sales prior to any such sales being made and any second cycle sales of the Film proposed by the Sales Agent or any Distributor. 26.4 Each agreement entered into by the Commissioning Producer and/or the Sales Agent for the distribution of the Film shall contain a right for the Commissioning Producer and/or its designees, including UKFC and the Collection Agent, to audit the books and records of each Distributor and the Commissioning Producer shall exercise such right at the BFI's request. 26.5 The Commissioning Producer shall obtain the BFI's prior written approval in respect of any marketing strategy and marketing budget(s) for the Film proposed by the Sales Agent or the Distributors and any key artwork, publicity or advertising materials used by the Commissioning Producer and/or Sales Agent and/or the UK Distributor in connection with the Film. 26.6 The Commissioning Producer shall provide the BFI with copies of all executed deal memos and distribution agreements relating to the distribution of the Film throughout the world, together with all statements and reports provided by Distributors. 26.7 The Commissioning Producer shall advise the BFI when it delivers the Film to the Sales Agent and any Distributor and shall make full and timely delivery as required by such Sales Agent and Distributors. 26.8 The BFI shall be advised of any delay by any Distributor in making any payment in accordance with their distribution agreement. 26.9 The Commissioning Producer shall take and shall procure that the Sales Agent and/or Distributors take all reasonable steps to maintain, prosecute and defend any and all Actions. The Commissioning Producer shall notify the BFI immediately if the Commissioning Producer becomes aware of any Action and the Commissioning Producer may not settle any Action without the BFI's prior written consent. 26.10 The BFI may assume control of any Action commenced by the Commissioning Producer in respect of the Film, the copyright or any other rights therein.</p>
UKFC (development agreement)	<p>9. Press and Publicity 9.1 Subject to Clause 9.2 of the Special Terms, the Producer shall not issue or authorise the issue of any press release or make any public announcements or issue any form of publicity regarding the Project or the Development Work or UKFC's involvement therein without the prior written approval of UKFC provided that the Producer shall have the right to make incidental references regarding UKFC's involvement in the Film and any publicity relating to the general business of the Producer without obtaining such approval. UKFC shall not issue a press release regarding the Producer's or UKFC's involvement in the Project or the Development Work without the prior written approval of the Producer save in relation to UKFC's duty of disclosure as a UK public body. 9.2 For the avoidance of doubt, the Producer shall be entitled to make incidental references regarding its involvement with the Project, the Development Work and the Film in connection with any publicity relating to the general business of the Producer without obtaining the prior written approval of UKFC.</p>
Damian Jones (producer agreement)	<p>11. APPROVALS AND CONTROLS: Subject to exigencies of production, Producer shall have a right of mutual approval as to the budget, script, production schedule, cashflow schedule, director, writer, the principal cast, the key crew, the line producer, the music to be incorporated into the soundtrack of the Film, the shooting locations, the laboratories and, insofar as Company controls the same, Producer shall be fully and meaningfully consulted in connection with the initial advertising campaign and release pattern in connection with the initial theatrical release in the US and the UK, provided always that in the event of disagreement Company's decision and/or the decision of the Completion Guarantor shall prevail. The foregoing approvals shall be exercised by Producer so as not to frustrate, impede or unduly delay the production, distribution and/or exploitation of the Film and without limiting the foregoing, shall be subject to the provisions of the IPA. 8. CUTTING: Provided that principal photography of the Film is completed with Producer as the producer thereof and there is no Producer Breach and budget limitations, the approved post-production schedule, any release requirements and the Film's principal distributors allow, Company shall share with Producer any cutting rights that Company has in connection with the Film, subject to the provisions of the interparty agreement ("IPA") of the Film.</p>
Regan Hall (directors agreement)	<p>*10. CONSENTS The Lender hereby irrevocably and unconditionally:- 10.1 grants to the Company all consents which it may require under Part II of the Act and any similar legislation in any part of the world to make the fullest use of the Director's services under this Agreement and the widest possible exploitation of the Products and the Film; * 10.2 gives every consent to enable the Company to take any photographs and/or make any film and/or recordings of any of the Director's services under this Agreement and grants to the Company the right throughout the world to use and authorise others to use such photographs, films and recordings together with the right to use and authorise others to use any behind-the-scenes footage, so-called "out-takes" and clips from the Film and publicity concerning the Director (including the Director's name, voice, approved likeness and approved biography, such approval not to be unreasonably withheld or delayed and to be deemed given if the Lender has not provided the Director's own likeness and/or biography to the Company within fourteen (14) days after the receipt by the Lender of written request from the Company) in connection with the advertising, publicity, public exhibition and commercial exploitation of the Film including any trailer. documentary, television programme, Videogram or sound recording concerning the Film or the production of the Film and any books, goods, articles, films and commercial tie-ins (including videogames and interactive devices) associated with or derived from the Film or anything appearing therein in such manner as the Company may desire provided that (except with the Lender's written consent) the Director's name or photograph is not directly used to suggest that the Director personally uses or recommends any such commercial goods or services other than the Film itself. 4. DIRECTOR'S SERVICES, APPROVALS AND CUTTING RIGHTS 4.2.8 upon the completion of principal photography of the Film, supervise the titling, editing, scoring, dubbing, cutting and completion of the Film to the extent required by the Company, so that the Film is completed in a first-class condition fit for exhibition to the public as first-class entertainment. * 4.5 If the Lender duly supplies all the services required of the Director under this Agreement and subject to the compliance by the Lender and the Director with their material obligations hereunder, the Director shall review the editor's assembly of the Film in sequence and thereafter the Director shall prepare the so-called "director's cut" of the Film. After the Company has had an opportunity to view the director's cut, the Director shall then having good faith regard to the Company's suggestions, prepare the so called "fine cut" prior to the Film being "locked". The assembly, the director's cut and the fine cut of the Film shall be completed in accordance with the post production schedule for the Film (time being of the essence), and the assembly, the director's cut, the fine cut and any subsequent cuts that the Director may prepare shall conform to the Screenplay (subject to minor changes necessitated by the exigencies of production). 4.6 Thereafter, the Company shall have the right to make such additional cuts as it may in its complete discretion deem necessary or expedient, the Company agreeing to consult the Director in connection with the additional cuts that it controls provided that the Company's decision shall be final on all matters and provided further that such consultation shall not delay or interfere with the timely completion and delivery of the Film. 4.7 All of the Lender's and the Director's rights and entitlements pursuant to Clauses 4.4 and 4.5 are subject to the Company being able to timely meet all delivery requirements of distributors of the Film, the blind bidding policies of the Company and its distributors, and compliance with legal considerations. All time periods hereunder are of the essence of this Agreement.</p>
Lenora Crichlow	50% of all individual photos, 25% of all group photographs

NAME	Restrictions
Paul Brett and Graeme Law (executive producers agreement)	7. Consents 7.1 The Executive Producer gives to the Company all consents required under Part II of the Act to enable the Company to make the fullest use of the Executive Producer's services and grants to the Company the right at all times hereafter to use and authorise others to use the Executive Producer's name in connection with the advertising, publicity, exhibition and worldwide commercial exploitation of the Film and all allied and ancillary rights in the Film in all media and by all means now known or hereafter invented. 7.2 The Executive Producer's name shall not, without the Executive Producer's prior written consent, be used to endorse any commercial product other than the Film and any products exploited in connection with the Film or any allied and ancillary rights in the Film. The Executive Producer agrees not to unreasonably withhold or delay any approvals pursuant to this clause.
Damian Jones (producers agreement)	5. RIGHTS AND CONSENTS: (d) Name/Likeness: Lender, on behalf of itself and Producer, irrevocably grants to Company the right to use Producer's name, voice, approved likeness and/or approved biographical material (provided that such approval shall be provided within 5 business days of a request by Company and shall be deemed given in the event of any failure to respond within such 5 business day period) 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, for the avoidance of doubt, any products, merchandise, "behind-the-scenes" or "bonus" or other material relating to the Film) and Lender, on behalf of itself and Producer, irrevocably and unconditionally grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 (as amended from time to time) to enable Company to make fullest use of such right. Company shall not, without Lender's written consent, license Producer's name and/or likeness to be displayed as endorsing any product other than the Film, provided always that the use of Producer's name as part of the credits or billing block of the Film in connection with the exercise of ancillary rights shall not be considered an endorsement of a product.
Regan Hall (director's agreement)	10. CONSENTS The Lender hereby irrevocably and unconditionally:- 10.2 gives every consent to enable the Company to take any photographs and/or make any film and/or recordings of any of the Director's services under this Agreement and grants to the Company the right throughout the world to use and authorise others to use such photographs, films and recordings together with the right to use and authorise others to use any behind-the-scenes footage, so-called "out-takes" and clips from the Film and publicity concerning the Director (including the Director's name, voice, approved likeness and approved biography, such approval not to be unreasonably withheld or delayed and to be deemed given if the Lender has not provided the Director's own likeness and/or biography to the Company within fourteen (14) days after the receipt by the Lender of written request from the Company) in connection with the advertising, publicity, public exhibition and commercial exploitation of the Film (including any trailer, documentary, television programme, Videogram or sound recording concerning the Film or the production of the Film and any books, goods, articles, films and commercial tie-ins (including videogames and interactive devices) associated with or derived from the Film or anything appearing therein in such manner as the Company may desire provided that (except with the Lender's written consent) the Director's name or photograph is not directly used to suggest that the Director personally uses or recommends any such commercial goods or services other than the Film itself.
Noel Clarke & Jay Basu (writers agreement)	(d) Name/Likeness: Lender (on behalf of itself and Noel Clarke) and Jay Basu irrevocably grant to Company the right to use Writer'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, the Work and all related subsidiary and ancillary rights (including any products, merchandise, "behind-the-scenes" or "bonus" or other material relating to the Film) and Lender (on behalf of itself and Noel Clarke) and Jay Basu irrevocably and unconditionally grant to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 (as amended from time to time) to enable Company to make fullest use of such right. Company shall not, without Writer's written consent, license Writer's name and/or likeness to be displayed as endorsing any product other than the Film and/or the Work, provided always that the use of Writer's name as part of the credits or billing block of the Film in connection with the exercise of ancillary rights shall not be considered an endorsement of a product.
Jon Croker	(d) grants to Company the right to use individual'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 Work, the Film and the Products and all subsidiary and ancillary rights related thereto and grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 (as the same may be amended from time to time) to enable Company to make fullest use of such right;
Mark Lo	Publisher and its successors in title, licensees and assigns shall have the unrestricted irrevocable right to use and permit the use of Composer's name, approved photographs, approved likenesses and approved biography throughout the Territory for all purposes of advertising, promoting and exploiting the Production, the Products and any Soundtrack Album as provided for in this Agreement and in relation to its business generally. Any photographs, likenesses and biographies provided by Composer or on Composer's behalf will be deemed approved for the purposes of this clause. Composer will, if requested by Publisher, provide an approved biography within five (5) business days of a request for the same. Composer will communicate his approval (or not) of any reproductions of his physical likeness (including stills) within five (5) business days of any request from Publisher for the same, failing which Composer shall be deemed to have approved the same
Music Licence agreement	1.1.1 to use and to permit others to use the name of the Music Producer and (to the extent the Music Producer has such right and subject in each case to the prior written approval of the Music Producer) the name, approved photographs, approved likenesses and approved biographical material of the Composer for the purposes of advertising, promoting and exploiting the Film.
Tom Hemmings	5.4 Name/Likeness: Lender (on behalf of itself and Crew Member) irrevocably grants to Company the right to use Crew Member's approved 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 Lender (on behalf of itself and Crew Member) irrevocably and unconditionally grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Company to make fullest use of such right.
John Lynch	1.1 Name/Likeness: Crew Member irrevocably grants to Company the right to use Crew Member'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 Crew Member irrevocably and unconditionally grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Company to make fullest use of such right.
Matt Carver	1.1 Name/Likeness: Crew Member irrevocably grants to Company the right to use Crew Member'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 Crew Member irrevocably and unconditionally grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Company to make fullest use of such right.
Andy Blake	1.1 Name/Likeness: Crew Member irrevocably grants to Company the right to use Crew Member'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 Crew Member irrevocably and unconditionally grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Company to make fullest use of such right.
Emma Rowe (Miss Molly)	1.1 Name/Likeness: Crew Member irrevocably grants to Company the right to use Crew Member'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 Crew Member irrevocably and unconditionally grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Company to make fullest use of such right.
David Bryan	1.1 Name/Likeness: Crew Member irrevocably grants to Company the right to use Crew Member'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 Crew Member irrevocably and unconditionally grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Company to make fullest use of such right.
Darren Evans	1.1 Name/Likeness: Crew Member irrevocably grants to Company the right to use Crew Member'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 Crew Member irrevocably and unconditionally grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Company to make fullest use of such right.
Toby Whale	1.1 Name/Likeness: Crew Member irrevocably grants to Company the right to use Crew Member'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 Crew Member irrevocably and unconditionally grants to Company all consents required under Part II of the Copyright, Designs and Patents Act 1988 to enable Company to make fullest use of such right.
Lenora Crichlow	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.
Lily James	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.
Lashana Lynch	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.
Lorraine Burroughs	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.
Noel Clarke	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.
Phil Davis	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.
Dominique Tipper	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.
Bradley James	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.
Rupert Graves	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.
NAME	Publicity, Premiere
AEGIS	r) The issuer will use reasonable endeavours to provide or procure the provision of (and where relevant, contractually require the applicable distributor to procure) that the noteholder is provided with six (6) tickets to the UK premiere and festival screenings of the film and any pre or post-screening events.
Damian Jones	13. PREMIERES: If Producer is accorded credit in connection with the Film, then Company shall (i) procure that the UK distributor invites Producer and Producer's non-business-related companion to attend 1 major United Kingdom "celebrity" premiere of the Film (if any), and (ii) shall use its reasonable good faith efforts to procure that the US distributor of the Film invites Producer and Producer's non-business related companion to 1 major United States "celebrity" premiere of the Film (if any), and provides, in connection therewith, round trip business-class transportation for Producer and Producer's non-business-related companion (if available and if-used) together with reasonable accommodation and expenses. Company shall also use reasonable good faith efforts to procure that the local distributor invites Producer and Producer's non-business-related companion to attend any major awards ceremonies in which the Film is nominated in the category "Best Picture" and any major festival (i.e. Cannes, Toronto, Venice, Berlin) in which the Film is in competition. If such awards ceremony and/or festival is more than 50 miles from Producer's principal place of residence as specified in Paragraph 10, then Company shall also use reasonable efforts to procure that the local distributor provides Producer and Producer's non-business-related companion with round-trip transportation (if available and if used) from such residence and accommodation.
Regan Hall	"29. PREMIERES AND PUBLICITY The Director and one (1) guest shall be provided with invitations to the first UK celebrity premiere of the Film (if any) and the Company shall use its reasonable endeavours to procure that the Director and one (1) guest shall be provided with transportation and reasonable hotel accommodation and reasonable expenses therefor by the relevant UK distributor of the Film.
Noel Clarke, Jay Basu	11. PREMIERES: If the Team of Writers is accorded credit as writers on the Film, Company shall invite the Team of Writers to attend 1 major United Kingdom "celebrity" premiere of the Film, if any, and shall use reasonable efforts to procure that the local distributor invites the Team of Writers to attend 1 major United States "celebrity" premiere of the Film, if any. If such United Kingdom "celebrity" premiere is more than 50 miles from each member of the Team of Writer's principal place of residence as specified in Paragraph 7, then Company shall provide each member of the Team of Writers with round-trip transportation (if available and if used) from such residence and provide each member of the Team of Writers with reasonable expenses. If such United States "celebrity" premiere is more than 50 miles from each member of the Team of Writer's principal place of residence as specified in Paragraph 7, then Company shall use reasonable efforts to procure that the local distributor provides each member of the Team of Writers with round-trip transportation (if available and if used) from such residence and provide each member of the Team of Writers with reasonable expenses.
Roy Williams	Writer and 1 guest are each invited to UK Premiere and after party and shall use all reasonable endeavours to procure that writer and 1 guest are invited to 1 US premiere and after party (if any). Reasonable US travel is paid by distributor
Mark Lo	"9.2 The Film Production Company. 9.2.11 will use all reasonable endeavours to (i) provide or procure (and where relevant, will use all reasonable endeavours to contractually require) that the Music Producer is provided with four (4) tickets to the UK premiere of the Film and tickets to any other premieres on request by the Music Producer; and (ii) provide or procure four (4) tickets to all industry and festival screenings of the Film and any related pre- or post-screening events; and 9.2. For the avoidance of doubt, the Producer shall be entitled to make incidental references regarding its involvement with the Project, the Development Work and the Film in connection with any publicity relating to the general business of the Producer without obtaining the prior written approval of UKFC.

Aviva Plc	8 premiere tickets for internal marketing purposes
Lenora Crichtow	3 quest tickets to Artist and 2 tickets for her agent. UK premiere.
Lashana Lynch	2 tickets for Artist and 2 tickets for her agent for UK Premier.
Jason Lewis	2 tickets for the UK Premiere for Artist plus one guest
Jamie Howard	2 tickets for the UK for the UK Premiere for Artist plus one guest

NAME	Other contractual obligations
BFI	1.2.4 (four) PAL retail DVDs to include options for subtitling for the hearing impaired and audio description for the visually impaired. Both these options must be clearly indicated on the DVD inlay card. C. PRIOR TO THE RELEASE OF THE RETAIL DVD 1.1.4 (four) copies of the poster for the film 1.3 The film soundtrack on CD
Paul Brett and Graeme Law	3. Special Provisions The Company shall give to the Executive Producer for its personal use only, one (1) DVD copy of the Film as soon as it is commercially available.
Damian Jones	12. DVDs: If Producer is accorded credit in connection with the Film, then Company shall use reasonable endeavours to procure that the relevant distributor provides Producer with one copy of the DVD of the Film, if and when commercially available, subject always to the limitations imposed by the distributor of the Film.
Regan Hall	28. DVDs The Company will provide the Director with two (2) DVD copies when such DVDs become commercially available.
Noel Clarke & Jay Basu	10. DVD: If Writer is accorded credit as a writer on the Film, then Company shall provide each Writer with a DVD of the Film, if and when commercially available, subject always to the limitations imposed by the distributor of the Film.
Roy Williams	2 complimentary DVDs of film when available
Mark Lo/ Matt Biffa	9.2.10 will deliver or procure the delivery of the following delivery materials to the Music Producer as soon as the same are available: (c) 5 copies of the UK commercial DVD of the Film (when released); 9.2.12 will supply the Music Supervisor with 5 DVD copies of the Film within 30 days of release of any such DVD.
Cutting Edge	(v) we will supply you with three (3) DVD copies of the Film within 30 days of release of any such DVD.]
Lorraine Burroughs	two copies of film when available on DVD