“STOIC”

PAID ADS CREDIT OBLIGATIONS – DRAFT 15

JUNE 30, 2017

LOGOS (USA):

SABAN FILMS Each of Distributor and Distributor’s Licensees shall also be entitled, in perpetuity and throughout the Universe, to inclusion of its animated and/or static logo at the beginning of the Picture (and any trailers) and to inclusion of its logos on all artwork, paid advertising and promotional materials for the Picture, including DVD/videogram packaging, the size, placement and prominence of which, Distributor may determine.

MILLENNIUM MEDIA USA

LOGOS (FOREIGN):

MILLENNIUM MEDIA

**Note: All references to Millennium Films have been changed to Millennium Media which is the new name for Millennium Films**

|  |  |  |
| --- | --- | --- |
| SABAN FILMS PRESENTS | | **PaidAds:** Distributor shall receive, in perpetuity, (a) throughout the Universe, (i) a presentation credit (which, unless otherwise directed by Distributor in writing, shall read “Saban Films Presents”) in all paid ads and the billing block of the Picture, which, in the Territory, shall be in first position among all presentation credits, and which, throughout the Universe, shall receive no less than the most favorable treatment, in terms of size, placement, duration, prominence and otherwise, accorded to any other presentation or production credit on the Picture, and (ii) a static distributor logo as the last card in the Picture’s end credit roll. Each of Distributor and Distributor’s Licensees shall also be entitled, in perpetuity and throughout the Universe, to inclusion of its animated and/or static logo at the beginning of the Picture (and any trailers) and to inclusion of its logos on all artwork, paid advertising and promotional materials for the Picture, including DVD/videogram packaging, the size, placement and prominence of which, Distributor may determine. No casual or inadvertent failure by Distributor or Distributor’s Licensees to observe the requirements and restrictions specified in the Credit Statement shall constitute a breach of this Agreement, and Distributor shall not be liable for the failure of any of Distributor’s Licensees to comply with therewith. Promptly following Distributor’s receipt of written notice detailing, with reasonable specificity, a failure by Distributor to comply with the Credit Statement, Distributor shall use commercially reasonable good faith efforts to prospectively cure such failure on materials created after the date of such notice, provided that in no event shall Distributor be obligated to recall any materials. The Picture as delivered to Distributor shall contain all required screen credits, and, provided that Distributor does not alter such screen credits without Grantor’s consent or as otherwise required to conform credits to guild and other legal requirements, Grantor shall indemnify and hold the Indemnified Distributor Parties (defined below) harmless with respect to any claims regarding such screen credits. Grantor shall forever indemnify, defend and hold harmless the Indemnified Distributor Parties (defined below) from and against any and all claims arising from or related to Grantor’s failure to include proper or sufficient information in the Credit Statement. |
| AND MILLENNIUM MEDIA PRESENTS (USA)  NOTE: PRESENTATION CREDIT CAN BE ON THE SAME CARD FOR SABAN AND MILLENNIUM  or  MILLENNIUM MEDIA PRESENTS (Foreign- NO SABAN CREDIT) | | Paid Ads: Millennium Media standard credit. |
| A MILLENNIUM MEDIA PRODUCTION | | Paid Ads: Millennium Media standard credit, throughout the world. |
| AN ISAAC FLORENTINE FILM | | Paid Ads: Subject to the production and release of the Picture, and provided Artist shall have rendered and completed Artist’s services in the actual direction of the Picture, Company agrees to accord Artist credit in connection with the Picture as follows:   * 1. “An Isaac Florentine Film”   All other characteristics of the above credit are subject to Company’s sole discretion. Company agrees to bind all third party distributors of the Picture with respect to the above referenced credits. No casual or inadvertent failure to comply with any of the credit provisions herein shall be deemed a breach of this agreement by Company. Within reasonable time after notice from Artist specifying the details of any failure to comply with the provisions herein, Company shall cure such failure on a prospective basis with respect to copies and advertisements not yet made which are under control of Company.  **(the rest of the information for Mr. Florentine is under the “directed by” credit)** |
| ANTONIO BANDERAS | Paid Ads: Artist shall be accorded acting credit in the billing block of all paid advertisements (other than in so-called “Excluded Ads” as defined below) and “exempted ads” and packaging above the Title of the Picture in first (1st) position above the Title of the Picture amongst all cast members receiving credit on the Picture in a size which is not less than the size of all cast member credits for cast receiving credit above the Title of the Picture and no other cast member receiving credit above the Title of the Picture shall receive a larger (i.e., size, height, width, duration) or more prominent on screen credit than Artist. For all artwork credits and/or regular credits, Artist’s credit shall be a minimum of 30% of the artwork title and Artist’s credit shall be a minimum of 100% of the regular title of the Picture.  Artwork. Except for teaser advertisements (i.e., advertisements where no individual is given credit), Artist shall receive artwork acting (but not likeness) credit where artwork is used, above the artwork title of the Picture. Artist shall have the customary “size tie” and “excluded ad” tie to any individual including without limitation any actor or actress receiving credit above the Title of the Picture as aforesaid. For all artwork credits and/or regular credits, Artist’s credit shall be a minimum of 30% of the artwork title. Additionally Artist shall have an audio tie to any other individual credits for the Picture including without limitation any actor or actress receiving audio credit, which audio credit shall be on a most favored nations basis.  Excluded Ads Tie. Artist shall be accorded acting credit in the billing block and/or artwork of any Excluded Ad if any other individual including without limitation, any cast member receiving credit above the Title of the Picture, except for award and nomination ads naming only the honoree.  Likeness: Notwithstanding anything to the contrary contained herein, if the likeness of any other cast member appears in any paid advertising (including Excluded Ads but other than an advertisement relating to prizes, nominations, awards, congratulations, personal appearances and the like in which only the individual being honored or lauded is credited), then the likeness of Artist shall also appear in the same paid advertisement [in the same size, width, thickness, duration and prominence as the likeness of any other member of the cast and/or other personnel displayed in such paid advertisement. Notwithstanding the foregoing and notwithstanding anything to the contrary contained herein, Company shall have the right, in its sole discretion, at all times, to use the likeness of Artist in any paid advertising, (a) alone without any other cast member, or, (b) with any of Karl Urban and Paz Vega.  References to the “Title” or “title” are to the regular as opposed to artwork title of the Picture, unless otherwise specified. Any references to the “main titles” are to the credits, whether before or after the body of the Picture, where the “directed by” and principal cast credit appears. Size in relation to the “Title” on screen means height, width, thickness, placement (other than position), duration and prominence and in the billing block, or other personal credits therein, size means height, width, thickness, placement (other than position), and prominence. Credit will be given only if Artist appears recognizably in the Picture as released, and only if this Agreement has not been terminated for Artist’s uncured material breach. Subject to the provisions of subparagraph 4(b) and 4(c) herein above, the aforesaid billing requirements shall apply to trailers, billboards and other outdoor advertising, television advertising, but shall not apply at any time to teasers, radio and television advertising, group, list or special advertisements, commercial tie-ins or by-products, any advertisements of 250 lines or less, or any advertisements which would be excepted advertisements under the Directors Guild of America Basic Agreement (“Excluded Ads”).  Company agrees to contractually bind third parties to credit obligation provided that no casual or inadvertent failure to comply with billing requirements, nor the failure of any third party so to comply, shall constitute a breach herein. The sole remedy for a breach of any of the billing provisions of herein shall be an action at law for damages, it being agreed that in no event shall Artist seek or be entitled to injunctive or other equitable relief for breach of any of the billing requirements hereof. If Company fails to accord the required credit hereunder, then upon written notice to Company specifying such failure in reasonable detail, Company shall use reasonable efforts prospectively to cure such failure as to prints and advertisements not yet printed or committed to as of the date of Company's receipt of such notice. Company’s failure to cure any such material failure after the exercise of Company’s reasonable efforts as practicable shall not constitute a breach of this Agreement by Company.  Approval Of Stills/Likeness: Provided Artist is not in Default of this Agreement and Artist appears recognizably in the Role, Artist shall be entitled to the following limited approval rights, provided that approval shall not be used for the purpose of delaying or otherwise interfering with Company’s or any distributor’s marketing of the Picture and provided that such approval shall not be unreasonably withheld so as to frustrate the exploitation of the Picture, and that, in the event disapproval is not received within 5 business days (unless a different time period is provided herein and reducible to 3 business days, in Company's reasonable opinion, if business exigencies so require) of submission by Company and receipt by Artist or by Artist’s representative of any material or information for Artist’s approval, such approval shall be deemed granted:  Stills: Artist shall have the right to approve any stills (including stills pulled from footage from the Picture) containing Artist’s photograph which Company (or Company’s successors and assigns or licensees) intends to use for any purpose, including, without limitation, in connection with the merchandising, commercial tie-ins, advertising, exploitation, promotion and/or publicity for the Picture. Provided that Company submits a group of at least two hundred (200) stills (which stills shall be contained on contact sheets), Artist shall approve not less than fifty percent (50%) of those stills submitted to Artist in which Artist appears alone or with others not having stills approval rights and or no less than sixty-five percent (65%) of those stills submitted to Artist in which Artist appears with any other person who is entitled to approval of such stills, with respect to those stills submitted to Artist. If Artist fails to approve a minimum of fifty percent (50%) (or sixty-five percent (65%), as applicable) of such group of stills submitted to Artist within five (5) business days (which five (5) business day period may be reduced to three (3) business days if Company requires pursuant to a written notice that Artist respond in such shorter time period due to exigencies) from Artist’s actual receipt of such stills, Company may select from such group of stills, which, when added to those approved of by Artist, if any, total the requisite percentage, and Artist shall be deemed to have approved fifty percent (50%) (or sixty-five percent (65%), as applicable) of all stills in the group submitted, but only for the particular use in connection with the Picture for which they are intended or approved. Company shall own all such photographs/stills, but no stills photographer may be granted syndication rights in any photographs containing Artist’s likeness. Negatives and copies of disapproved stills are to be destroyed or rendered unusable. No stills or renditions of Artist shall be submitted to “The National Enquirer”, “The Star”, “The Globe”, or any similar publications. Artist’s stills approvals shall be no less favorable than the stills approvals of any personnel on this Picture.  Non-Photographic Likeness: Artist shall be entitled to be submitted and shall have approval as to all non-photographic likenesses to be utilized by Company and its successors, assigns and licensees in connection with the advertising, publicizing and exploitation of the Picture or other permitted uses herein. Artist shall have three (3) passes (i.e. three (3) times in which Artist evaluates the non-photographic likenesses submitted by Company) to provide comments on all non-photographic likenesses (but there shall be no use and/or inclusion of caricatures without Artist’s prior written consent) submitted, responding to each submittal within five (5) business days of Artist’s receipt thereof with particular guidance suggestions to the Company. Upon written notification that because of a bona fide distribution need a faster turnaround is required with respect to a particular submittal, Artist shall do so, but in no event shall such turnaround be less than three (3) business days of Artist’s receipt thereof (unless submitted on a Friday in which event the turnaround shall be on the Monday thereafter). Artist shall cooperate in good faith in connection with the redrawing of any likeness disapproved by Artist, and all likenesses submitted for Artist’s approval shall be deemed approved if not disapproved within three (3) business days of Artist’s receipt thereof. If Artist is unavailable, Artist’s agent shall have the right to exercise these approval rights on Artist’s behalf. When any likeness has been redrawn to meet Artist’s objections after the third (3rd) submission of such likeness to Artist, such likeness shall be deemed approved by Artist. Under no circumstances shall any caricatures of Artist be approved for use by Company or by any of Company’s designees. Artist’s non-photographic likeness approvals shall be no less favorable than the non-photographic likeness approvals of any personnel on this Picture. With respect to the Domestic Territory only, any previously approved stills and non-photographic likenesses have to be resubmitted for any different use including key art (including the poster for the Picture), magazine covers usage and the process for approval prescribed above in connection with the Picture shall apply to such re-submitted stills and non-photographic likenesses in connection with the Picture.  One Picture: Notwithstanding anything contained elsewhere in this Agreement, except for the use of Artist’s results and proceeds in connection with the Picture, Company shall not have the right to use the results and proceeds of Artist's services under this Agreement in or in connection with any other productions (e.g. theme park, legitimate stage plays, sequels, remakes, prequels, television pilots, television series, movies-of-the-week, etc.) without Artist’s prior written consent  Biography: Artist shall have written approval over Artist’s biography and shall furnish a copy of Artist’s pre-approved biography to Company within 5 business days after receipt of Company’s written request for such biography (or, if not furnished, then any biography sent to Artist and not disapproved of within 5 business days of Artist’s receipt thereof shall be deemed approved unless an alternative biography approved of by Artist is sent to Company within such 5 business day period).  Publicity: Artist shall provide a reasonable amount of free publicity (but in any event which may be up to four (4) free days) subject to Artist’s professional availability. Subject to Artist’s EPK obligations above and subject to Artist’s publicity obligations above, then with respect to all other publicity services, Artist’s prior written approval shall be required in order for Artist to render all services as, where and when reasonably required by Company prior and/or subsequent to the release of the Picture in connection with publicity and promotion of the Picture, including, without limitation, attending the major United States and foreign premieres of the Picture, making appearances at press conferences, on television, engaging in interviews and participating in promotional tours and other promotional and publicity services required of Artist in connection with the Picture, subject only to Artist’s prior professional contractual commitments. Artist’s Per Diem, Hotel Accommodations, Air Travel and Ground Transportation shall be as provided herein above if the location of the place where Artist is providing such publicity services is more than Fifty (50) miles from Artist’s Residence. If Artist agrees to do any promotion or publicity required by Company, and if Artist so requests, Company shall negotiate in good faith with Artist’s publicist for Artist’s publicist to travel with Artist, the particulars of which (i.e. expense allowance, travel expenses and accommodations) shall be negotiated in good faith at that time. All publicity activities with respect to the Picture shall be approved by and coordinated with Artist and Company and the person designated by Artist and Company. No additional compensation or other remuneration shall be payable to Artist with respect to Artist’s promotional or publicity services rendered pursuant to this paragraph; however, ten percent (10%) of the Fixed Compensation shall be deemed to be allocable to, and in consideration of, the promotional services.  EPK: Notwithstanding anything to the contrary contained herein, Artist shall provide Company, or Company’s designee with one interview for television and several interviews (if needed by Company or its designee) for the electronic press kit (“EPK”) for the Picture (subject to Artist’s professional availability provided that under no circumstances, shall such interviews be conducted while Artist is acting in the Picture) as follows:  (i) The footage in the EPK containing Artist shall be submitted to Artist (or, to Artist’s agent) for review and approval by Artist; and,  (ii) If Artist fails to disapprove of such footage on or prior to the date which is 5 business days after Artist’s receipt of such EPK footage, then Artist shall be deemed to have approved of the EPK footage; and  (iii) Upon written notification that because of a bona fide distribution need a faster turnaround is required with respect to a particular submittal, Artist shall do so, but in no event shall such turnaround be less than three (3) business days after Artist’s receipt of such EPK footage  (iv) If Artist disapproves of such footage on or prior to the date which is 5 business days after Artist’s receipt of such EPK footage, Artist shall be required to approve of a sufficient amount of footage to evidence that Artist is a recognizable star of the Picture and to satisfy the domestic and foreign distributors of the Picture so as to not frustrate or delay the delivery of the Picture to such distributors, no later than three (3) business days after submission of such additional footage to Artist and Artist’s receipt thereof and the failure by Artist to do so shall result in Artist being deemed to have approved of all such footage.  Clips: Artist hereby grants to Company the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the “Clips”) in all promotional films relating to the Picture or any component parts thereof without any additional consideration to Artist therefore but not as part of any other productions of Company, including, without limitation, sequels, remakes and prequels of the Picture.  Dubbing/Doubling: Provided Artist is available, as, when and where required by Company on no less than seven (7) business days prior written notice to Artist, and subject to distribution exigencies, Company shall afford Artist the first opportunity to dub or loop the Role in the English and Spanish languages, subject to the below provisions. Company shall have the right to simulate Artist’s voice and/or appearance in and in connection with the Picture or any part thereof or in any advertising, publicizing or exploitation thereof and Artist shall have approval over any doubling of Artist in the Picture (such approval not to be unreasonably withheld) provided that neither Company nor its successors, licensees or assignees shall be entitled to “digitalize” Artist’s voice or likeness for the purpose of materially altering or manipulating (or encouraging the end user to materially alter or materially manipulate) Artist’s dialogue, likeness, or performance as it appears in the final version of the Picture delivered to distributors by Company (it being agreed that Company has final cut of the Picture at all times) or its sales agent throughout the world without Artist’s prior written consent and there may be no use of Artist’s digitalized image outside of the Picture). Company shall contractually obligate its successors, assigns, distributors and licensees to comply with the provisions of this paragraph provided that a breach by any of such parties shall not be a breach by Company hereunder. None of the foregoing shall be applicable or binding on Company if the dubbing or doubling of Artist in the Picture is required:  (a) when necessary to expeditiously meet the requirements of foreign exhibition; or  (b) when necessary to expeditiously meet censorship requirements, both foreign and domestic; or  (c) when, in our opinion, the failure to use a double for the performance of hazardous acts might result in physical injury to Artist; or  (d) when Artist is not available; or  (e) when Artist fails or is unable to meet certain requirements of the role, such as, singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by Artist.  Merchandising, Commercial Tie-Ins, Likeness Restrictions: Notwithstanding anything to the contrary contained herein, Company shall not make use of Artist’s name, voice or likeness in connection with any commercial tie-ins or merchandising with respect to the Picture without the prior written consent of Artist and negotiation of a royalty (other than posters and t-shirts featuring the “key art”, in which Artist's credit or approved likeness is displayed or used provided that such use of the name and/or likeness of Artist must be only in the key art). Nothing contained herein shall limit Company's right to display or reproduce the packaging of video devices containing the name and/or approved likeness of Artist in connection with promoting the Picture other than with respect to the following: alcoholic beverages, tobacco or personal hygiene products, gambling, colognes, pasta products, lotteries, political and/or religious items (it being agreed that Artist is using Artist’s own sunglasses in the Picture and any other sunglasses requested of Artist to use shall require his prior written approval).  Soundtrack Album: There shall be no use of voice on soundtrack album without written consent and negotiation of an appropriate royalty other than no more than 30 seconds of incidental dialogue.  Behind The Scenes/Bloopers: Subject to Artist's EPK obligations as herein provided (i) behind the scenes and making of footage use shall not require the prior consent of Artist if the footage is from the Picture as released and, (ii).otherwise, Artist shall have a right of approval with respect thereto and Artist agrees to approve reasonably sufficient footage such that a reasonable person (or alternatively, such that any distributor) would understand and agree that Artist is one of the leads in the Picture. Artist shall have approval over (such approval not to be unreasonably withheld or delayed) which film clips from Artist’s prior films are used in promotion films for the Picture. There shall be no “bloopers” of Artist used without Artist’s prior written consent. Artist shall not be filmed in Artist’s dressing facility/trailer without Artist’s prior consent. Artist shall be given no less than twenty-four (24) hours advance notice of any scheduled behind the scenes filming of Artist on the set of the production of the Picture.  Press Release: Artist will not, without Company’s prior written approval, issue or authorize the publication of any news stories or publicity relating primarily to the Picture, or to Artist’s engagement hereunder, or to Company (as distinguished from personal publicity relating primarily to Artist ) nor shall Artist issue, release, authorize or in any way participate in any statements, interviews, press releases, advertisements, publicity or promotional activities relating to the Picture, Artist’s services in connection with the Picture, the distribution and/or exploitation of the Picture by Company, the distributor of the Picture, and/or any affiliates of Company or the distributor of the Picture, or any of Company’s rights in the Picture. Such approval shall be obtained from the person designated by Company. Artist agrees that Artist will not at any time (either during or after the term of this Agreement) make any use of the name of the role played by Artist in the Picture, the character or characterization portrayed by Artist in the Picture, or the title of the Picture, and not to portray in any medium, any role, character or characterization which is the same, which is confusingly similar to, which is imitative of, or which satirizes, ridicules or burlesques in any way the name of any role or character portrayed by Artist in the Picture. Notwithstanding the foregoing, Artist need not obtain Company’s consent to engage in publicity activities (including interviews) which do not relate primarily to the Picture and, in connection therewith, to make only incidental, non-derogatory mention of Company, the Picture, Artist’s services or other persons rendering services in connection with the Picture.  Nudity: There shall be no nudity, sex scenes or nude doubling or doubling in sex scenes without Artist’s prior written consent in each instance and Artist shall not appear bare-chested in connection with the “key art” of the Picture without Artist’s prior written consent.  Premieres: Subject to Artist not being in material uncured breach hereof, Artist shall be provided with three (3) invitations to all premieres and film festivals in which the Picture is being exhibited “in competition” (as such term is customarily defined in the motion picture industry in Los Angeles, California) and Company shall not pay for any costs in connection therewith but in any event, if the domestic distributor or any foreign distributor agrees to pay for such costs for any other cast member, then Artist’s travel, per diem, hotel for Artist and Artist’s guests shall be on a Most Favored Nations with all cast members in the Picture, and such distributors shall be required to pay for such expenses of Artist. Company agrees to render its good faith efforts to have the domestic distributor of the Picture pay for the first class round trip transportation and first class expenses of Artist and one (1) of Artist’s guests. but Company cannot guaranty payment for such costs. All invites and payment of travel and expenses with respect to premieres and film festivals exhibiting the Picture shall be on a most favored nations basis with all cast members in the Picture (i.e. if any cast member is invited to any film festival and/or premiere exhibiting the Picture and/or has any travel and expenses paid for with respect to attendance at any premieres and/or festivals, then Artist shall have its travel and expenses paid for and Artist and Artist’s guests shall be invited as well).  DVD: Provided Artist fully perform all directing services and material obligations hereunder in connection with the Picture, upon Artist's written request, Company shall provide Artist with 10 DVDs of the Picture, if and when such DVDs are generally commercially available, for Artist's personal use only. |
| KARL URBAN | Paid Ads: Artist shall be accorded acting credit in the billing block of all paid advertisements (other than in so-called “Excluded Ads” as defined below) and “exempted ads” and packaging above the Title of the Picture in second (2nd) position above the Title of the Picture amongst all cast members receiving credit on the Picture in a size which is not less than the size of all cast member credits for cast receiving credit above the Title of the Picture other than Antonio Banderas and except for Antonio Banderas, no other cast member receiving credit above the Title of the Picture shall receive a larger (i.e., size, height, width, duration) or more prominent on screen credit than Artist. For all artwork credits and/or regular credits, Artist’s credit shall be a minimum of 25% of the artwork title and Artist’s credit shall be a minimum of 75% of the regular title of the Picture.  Artwork. Except for teaser advertisements (i.e., advertisements where no individual is given credit) and other than artwork in which Antonio Banderas’ credit is to appear alone in such artwork with no other cast receiving credit in such artwork, Artist shall receive artwork acting (but not likeness) credit where artwork is used, above the artwork title of the Picture. Artist shall have the customary “size tie” and “excluded ad” tie to any individual other than Antonion Banderas but including without limitation any other actor or actress receiving credit above the Title of the Picture as aforesaid. For all artwork credits and/or regular credits, Artist’s credit shall be a minimum of 25% of the artwork title. Additionally Artist shall have an audio tie to any other individual credits for the Picture other than Antonio Banderas, but including without limitation any other actor or actress receiving audio credit, which audio credit which shall be on a most favored nations basis with such cast members.  Excluded Ads Tie. Artist shall be accorded acting credit in the billing block and/or artwork of any Excluded Ad (as such term is customarily defined but which includes DVD and soundtrack packaging and theater advertising (e.g. 1-sheet)) if any other individual other than Antonio Banderas but including without limitation, any other cast member receiving credit in the Picture, except for award and nomination ads naming only the honoree.  Likeness: Notwithstanding anything to the contrary contained herein, if the likeness of any other cast member other than Antonio Banderas appears in any paid advertising (including Excluded Ads but other than an advertisement relating to prizes, nominations, awards, congratulations, personal appearances and the like in which only the individual being honored or lauded is credited), then the likeness of Artist shall also appear in the same paid advertisement [in the same size, width, thickness, duration and prominence as the likeness of any other member of the cast and/or other personnel displayed in such paid advertisement other than Antonio Banderas. Notwithstanding the foregoing and notwithstanding anything to the contrary contained herein, Producer shall have the right, in its sole discretion, at all times, to use the likeness of Artist in any paid advertising, alone without any other cast member in the Picture.  References to the “Title” or “title” are to the regular as opposed to artwork title of the Picture, unless otherwise specified. Any references to the “main titles” are to the credits, whether before or after the body of the Picture, where the “directed by” and principal cast credit appears. Size in relation to the “Title” on screen means height, width, thickness, placement (other than position), duration and prominence and in the billing block, or other personal credits therein, size means height, width, thickness, placement (other than position), and prominence. Credit will be given only if Artist appears recognizably in the Picture as released, and only if this Agreement has not been terminated for Artist’s uncured material breach. Subject to the provisions of subparagraphs 4(b), 4(c) and 4(d) herein above, the aforesaid billing requirements shall apply to trailers, billboards and other outdoor advertising, television advertising, but shall not apply at any time to teasers, radio and television advertising, group, list or special advertisements, commercial tie-ins or by-products, any advertisements of 250 lines or less, or any advertisements which would be excepted advertisements under the Directors Guild of America Basic Agreement (“Excluded Ads”).  Producer agrees to contractually bind third parties to credit obligation provided that no casual or inadvertent failure to comply with billing requirements, nor the failure of any third party so to comply, shall constitute a breach herein. The sole remedy for a breach of any of the billing provisions of herein shall be an action at law for damages, it being agreed that in no event shall Artist seek or be entitled to injunctive or other equitable relief for breach of any of the billing requirements hereof. If Producer fails to accord the required credit hereunder, then upon written notice to Producer specifying such failure in reasonable detail, Producer shall use reasonable efforts prospectively to cure such failure as to prints and advertisements not yet printed or committed to as of the date of Producer's receipt of such notice. Producer’s failure to cure any such material failure after the exercise of Producer’s reasonable efforts as practicable shall not constitute a breach of this Agreement by Producer.  Stills: Artist shall have the right to approve in writing any stills containing Artist’s photograph which Producer or its distributor intends to use for any purpose, including, without limitation, in connection with the approved merchandising, approved commercial tie-ins, advertising, exploitation, promotion and/or publicity for the Picture. Provided that Producer submits a group of at least two hundred (200) stills (which stills may be contained on contact sheets), Artist shall approve not less than fifty percent (50%) of those stills submitted to Artist. If Artist fails to approve a minimum of fifty percent (50%) of such group of stills submitted within seven (7) days (which seven (7) day period may be reduced to three (3) business days if Producer requires pursuant to a written notice that Artist respond in such shorter time period due to exigencies) from Artist’s receipt of such stills, Artist shall be deemed to have approved of fifty percent (50%) of all stills in the group submitted.  Non-Photographic Likeness: Artist shall be submitted and shall have approval as to all non-photographic likenesses to be utilized by Producer and its licensees in connection with the advertising, publicizing and exploitation of the Picture. Artist shall have three (3) passes (i.e. three (3) times in which Artist evaluates the non-photographic likenesses submitted by Producer) to provide comments on all non-photographic likenesses (which shall include caricatures) submitted, responding to each submittal within 5 business days of Artist’s receipt thereof with particular guidance suggestions to the Producer. Upon written notification that because of a bona fide distribution need a faster turnaround is required with respect to a particular submittal, Artist shall do so, but in no event shall such turnaround be less than 3 business days. Artist shall cooperate in good faith in connection with the redrawing of any likeness disapproved by Artist, and all likenesses submitted for Artist’s approval shall be deemed approved if not disapproved within 5 business days of Artist’s receipt thereof. If Artist is unavailable, Artist’s agent, manager or publicist shall have the right to exercise these approval rights on Artist’s behalf. When any likeness has been redrawn to meet Artist’s objections after the third (3rd) submission of such likeness to Artist, Artist shall have the right to designate a new artist for artistic renderings of Artist, and Producer shall pay for the reasonable costs of such designee of Artist and if, after such designated artist’s likeness of Artist has been redrawn to meet Artist’s objections and Artist fails to approve of such redrawn likeness in writing within 5 business days of Producer’s submission thereof, then Artist shall be deemed to have approved of such redrawn likeness, and if Artist rejects such redrawn likeness within such 5 business day period, then Producer shall have the right to use the redrawn likeness of Artist rendered by Artist’s designee without Artist’s written consent unless Artist reimburses Producer within one (1) business day after Artist’s written notice of rejection thereof, for all costs borne by Producer for the engagement of such designee and submits to Producer an approved redrawn likeness of Artist that Producer can use in connection with the distribution, marketing, promotion, publicizing and exploitation of the Picture. Artist’s non-photographic likeness approvals shall be no less favorable than the non-photographic likeness approvals of any other third party other than Antonio Banderas.  One Picture: Notwithstanding anything contained elsewhere in this Agreement, except for the use of Artist’s results and proceeds in connection with the Picture, Producer shall not have the right to use the results and proceeds of Artist's services under this Agreement in or in connection with any other productions (e.g. theme park, legitimate stage plays, sequels, remakes, prequels, television pilots, television series, movies-of-the-week, etc.) without Artist’s prior written consent.  Biography: Artist shall have written approval over Artist’s biography and shall furnish a copy of Artist’s pre-approved biography to Producer within 5 business days after receipt of Producer’s written request for such biography (or, if not furnished, then any biography sent to Artist and not disapproved of within 5 business days of Artist’s receipt thereof shall be deemed approved unless an alternative biography approved of by Artist is sent to Producer within such 5 business day period).  Publicity: In connection with the initial theatrical release of the Picture in the USA, up to one (1) free week of publicity subject to Artist’s professional availability. With respect to publicity services of Artist, Artist shall provide a customary and reasonable amount commensurate with a star of Artist’s stature in the motion picture industry (but in any event, no less than one (1) free week) of publicity and only required of Artist by the US distributor of the Picture with respect to the initial theatrical release of the Picture, subject to Artist’s then current professional availability. Artist shall be flown by business class air transportation to and from the location for such publicity services if such services are no more than Fifty (50) miles from Artist’s then present location and Artist shall be provided with a first class room at a room at a first class hotel and the same expenses as prescribed above in accordance with the terms and conditions herein and, if the domestic distributor agrees to pay for it, Artist’s assistant and publicist shall travel with Artist on all such publicity and shall receive coach class air fare, ground transportation, a crew per diem, and hotel accommodations, and a weekly salary based on their quotes. There shall be no use of bloopers, outtakes, retakes and/or screen tests featuring Artist in connection with the Picture without Artist’s prior written consent thereto and there shall be no behind-the-scenes footage featuring Artist and/or Artist’s double without Artist’s prior written consent thereto provided Artist exercises such approval rights reasonably with respect to behind the scenes footage reasonably and in such a manner so as not to frustrate Producer's ability market, promote, publicize, advertise, distribute and exploit the Picture. The foregoing shall also apply to B-roll footage featuring Artist only and featuring a double for Artist. Artist shall render services in connection with promotional films, trailers and electronic press kits produced in connection with the advertising and exploitation of the Picture. Producer may utilize in connection with such promotional films and trailers, behind-the-scenes footage approved by Artist as hereinabove provided and clips from the Picture in which Artist has appeared, provided Artist exercises such approval right with respect to behind the scenes footage reasonably and in such a manner so as not to frustrate Producer's ability to include Artist meaningfully in such promotional films and trailers and to successfully publicize, promote and market the Picture. All such footage and clips submitted to Artist by Producer shall be deemed approved if not denied in writing within five (5) business days after Artist’s receipt of Producer's request therefor, unless a shorter period of time is reasonably required by Producer, and Artist is so notified in writing. The Fixed Compensation shall be full consideration for the foregoing services or for the use of such footage or clips.  EPK: Artist shall provide Producer, or Producer’s designee with one interview for television and several interviews for the electronic press kit (“EPK”) for the Picture as follows (provided that no EPK shooting shall be in line of Artist’s sight while Artist is working):  (i) The footage in the EPK containing Artist shall be submitted to Artist (or, to  Artist’s designee, or publicist) for review and prior written approval by Artist  (ii) If Artist fails to disapprove of such footage on or prior to the date which is five (5) business days after Artist’s receipt of such EPK footage, then Artist shall be deemed to have approved of the EPK footage  (iii) Upon written notification that because of a bona fide distribution need for a faster turnaround is required with respect to a particular submittal, and Artist is so notified in writing, Artist shall do so, but in no event shall such turnaround be more than three (3) business days  (iv) If Artist disapproves of such footage on or prior to the date which is 5 business days after Artist’s receipt of such EPK footage, Artist shall be required to approve of a sufficient amount of footage to evidence that Artist is the recognizable co-star of the Picture and to satisfy the domestic and foreign distributors of the Picture so as to not frustrate or delay the delivery of the Picture to such distributors, and the failure by Artist to do so shall result in Artist being deemed to have approve of all such footage  Press Releases: Artist shall not issue, release, authorize or in any way participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Artist, the Picture, or Artist’s services hereunder without Producer’s prior written consent, except personal publicity in which the Picture is only incidentally mentioned.  Clips: Artist hereby grants to Producer the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the “Clips”) in all promotional films promoting the Picture or any component parts thereof without any additional consideration to Artist therefore; provided that, for the avoidance of doubt, such right does not extend to use in any remakes, sequels, prequels, or other ancillary, subsequent or derivative production. However, if Producer proposes to utilize such Clips in promotional films in excess of three (3) minutes in length, Artist agrees to grant Producer the right to utilize such Clips therein automatically upon the payment to Artist of the minimum compensation required therefore pursuant to the current SAG Agreement.  Dubbing/Doubling: Producer shall have the right to simulate or substitute the voice of another for Artist’s voice and/or simulate or use a “double” for Artist's acts, poses, plays and appearances to such extent as Producer may desire in connection with the Picture or any part thereof or in any advertising, publicizing or exploitation thereof (but, for the avoidance of doubt, no use of a “double” for any nudity):  (i) when necessary to expeditiously meet the requirements of foreign exhibition; or  (ii) when necessary to expeditiously meet censorship requirements, both foreign and domestic; or  (iii) when, in the opinion of Producer, the failure to use a double for the performance of hazardous acts might result in physical injury to Artist; or  (iv) when Artist is not available; or  (v) when Artist fails or is unable to meet certain requirements of the role, such as, singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by Artist (but, for the avoidance of doubt, no use of a “double” for nudity).  Merchandising, Commercial Tie-Ins, Likeness Restrictions: There shall be no merchandising or commercial tie-ups or videogames or other ancillary items and no use of look-alikes and sound alikes and there shall be no product placements using Artist’s name, voice and likeness without Artist’s prior written consent and the negotiation with Artist for separate royalties for Artist in respect thereto.  With respect to the use of Artist’s name, approved voice, approved likeness and approved biographical data (as approved pursuant to the provisions herein) in connection with the distribution, exhibition, advertising and other exploitation of the Picture, the use of Artist’s name in the billing block and/or credit list and/or in the key art (but subject to the Stills Approval and Non-Photographic Likeness Approval provisions herein below) for advertising materials for the exploitation of the Picture such as posters or one-sheets, shall not require Artist’s written approval..  Soundtrack Album: Any of Producer’s rights to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist’s voice and/or sound effects in connection with Artist’s services hereunder is subject to Artist’s prior written consent (other than the incidental use of Artist’s in-character voice for up to 30 seconds).  Behind The Scenes/Bloopers: With respect to publicity services of Artist, Artist shall provide a customary and reasonable amount commensurate with a star of Artist’s stature in the motion picture industry (but in any event, no less than one (1) free week) of publicity and only required of Artist by the US distributor of the Picture with respect to the initial theatrical release of the Picture, subject to Artist’s then current professional availability. Artist shall be flown by business class air transportation to and from the location for such publicity services if such services are no more than Fifty (50) miles from Artist’s then present location and Artist shall be provided with a first class room at a room at a first class hotel and the same expenses as prescribed above in accordance with the terms and conditions herein and, if the domestic distributor agrees to pay for it, Artist’s assistant and publicist shall travel with Artist on all such publicity and shall receive coach class air fare, ground transportation, a crew per diem, and hotel accommodations, and a weekly salary based on their quotes. There shall be no use of bloopers, outtakes, retakes and/or screen tests featuring Artist in connection with the Picture without Artist’s prior written consent thereto and there shall be no behind-the-scenes footage featuring Artist and/or Artist’s double without Artist’s prior written consent thereto provided Artist exercises such approval rights reasonably with respect to behind the scenes footage reasonably and in such a manner so as not to frustrate Producer's ability market, promote, publicize, advertise, distribute and exploit the Picture. The foregoing shall also apply to B-roll footage featuring Artist only and featuring a double for Artist. Artist shall render services in connection with promotional films, trailers and electronic press kits produced in connection with the advertising and exploitation of the Picture. Producer may utilize in connection with such promotional films and trailers, behind-the-scenes footage approved by Artist as hereinabove provided and clips from the Picture in which Artist has appeared, provided Artist exercises such approval right with respect to behind the scenes footage reasonably and in such a manner so as not to frustrate Producer's ability to include Artist meaningfully in such promotional films and trailers and to successfully publicize, promote and market the Picture. All such footage and clips submitted to Artist by Producer shall be deemed approved if not denied in writing within five (5) business days after Artist’s receipt of Producer's request therefor, unless a shorter period of time is reasonably required by Producer, and Artist is so notified in writing. The Fixed Compensation shall be full consideration for the foregoing services or for the use of such footage or clips.  Nudity: There shall be no partial or full nudity or nude scenes required of Artist and no doubling of Artist’s Role in partial or full nudity without the prior written approval of Artist.  Premieres: Subject to Artist not being in material uncured breach hereof, Artist shall be provided with two (2) invitations to any celebrity premiere of the Picture and Producer shall not be obligated to pay for any costs in connection therewith. Producer agrees to render its good faith efforts to have the US distributor of the Picture pay for the transportation and expenses of Artist and one (1) of Artist’s guests. but Producer cannot guaranty payment for such costs. Notwithstanding the foregoing and notwithstanding anything to the contrary contained herein, if Producer invites to and pays for the travel and expenses of Antonio Banderas for attending the first US celebrity premiere or UK celebrity premiere and/or one of either the Venice Film Festival or the Cannes Film Festival (“Banderas Attended Paid Expenses US/London Premieres”) or if Producer invites to and pays for the travel and expenses of any cast member other than Antonio Banderas for attending any premieres (“Other Cast Attended Paid Expenses”), then for each such Banderas Attended Paid Expenses London/US Premieres and/or Other Cast Paid Premieres that Artist attends, Artist and Artist’s guest shall receive invitations and Artist shall be provided with a first class ticket for Artist and premiere class ticket if Artist’s guest travel with Artist or a business class if Artist’s guest does not travel with Artist and per diem for Artist only and a first class hotel room and exclusive ground transportation between residence and airports, hotel and airports and hotel and the location of such premieres.  DVD: At such time, if at all, as dvd (or blue ray if available) and videocassette copies of the Picture shall be manufactured for distribution in the home video market, Producer shall furnish Artist, upon request, with one (1) such videocassette and one (1) such (or blue ray if available) copy, if any, at no cost to Artist. Said videocassette (or blue ray if available) and dvd copy shall be used solely for Artist’s private home showing and library purposes, and in no event shall said videocassette and dvd (or blue ray if available) copy be altered, duplicated or used for any commercial purpose or for profit. |
| PAZ VEGA | Paid Ads: Artist shall be accorded acting credit in the billing block of all paid advertisements (other than in so-called “Excluded Ads” (as defined below) and “exempted ads” and packaging before/above the Title of the Picture in third (3rd) position in respect to all cast members receiving credit on the Picture and no other cast member receiving credit in the Picture shall receive a larger (i.e., size, height, width, duration) or more prominent on screen or paid advertisement credit than Artist other than Antonio Banderas.  Artwork. Except for teaser advertisements (i.e., advertisements where no individual is given credit), Artist shall receive artwork acting credit where artwork is used for the Picture in third (3rd) position amongst all cast receiving credit therein, above or before the artwork Title of the Picture. Artist shall have the customary “size tie” and “excluded ad” tie to any actor or actress receiving credit in the Picture as aforesaid other than Antonio Banderas.  Excluded Ads Tie. Artist shall be accorded acting credit in no worse than third (3rd) position amongst all cast, in the billing block and/or artwork of any Excluded Ad if any other cast member receiving credit above or before or below the Title of the Picture is accorded such credit other than Antonio Banderas, except for congratulatory, award, prize, and nomination ads naming only the honoree.  Likeness Ties And Parity: Artist shall have likeness and audio tie and parity to all cast in the Picture other than Antonio Banderas except that Producer shall have the right to use Artist’s likeness and audio alone in paid advertising and “Excluded Ads” (as defined below) for the Picture in its discretion.  References to the “Title” or “title” are to the regular as opposed to artwork title of the Picture, unless otherwise specified. Any references to the “main titles” are to the credits, whether before or after the body of the Picture, where the “directed by” and principal cast credit appears. Size in relation to the “Title” on screen means height, width, thickness, placement (other than position), duration and prominence and in the billing block, or other personal credits therein, size means height, width, thickness, placement (other than position), and prominence. Credit will be given only if Artist appears recognizably in the Picture as released, and only if this Agreement has not been terminated for Artist’s uncured material breach. Subject to the provisions of the subparagraphs herein above, the aforesaid billing requirements shall not apply at any time to teasers, trailers, billboards and other outdoor advertising, radio and television advertising, group, list or special advertisements, commercial tie-ins or by-products, any advertisements of 250 lines or less, or any advertisements which would be excepted advertisements under the Directors Guild of America Basic Agreement other than as set forth in subparagraph 5(d) above (“Excluded Ads”).  Producer agrees to contractually bind third parties to credit obligation provided that no casual or inadvertent failure to comply with billing requirements, nor the failure of any third party so to comply, shall constitute a breach herein. The sole remedy for a breach of any of the billing provisions of herein and/or any other provisions herein shall be an action at law for damages, it being agreed that in no event shall Artist seek or be entitled to injunctive or other equitable relief for breach of any of the billing requirements hereof. If Producer or its licensees fail to accord the required credit hereunder, then upon written notice to Producer specifying such failure in reasonable detail, Producer shall use reasonable efforts prospectively to cure such failure as to prints and advertisements not yet printed or committed to as of the date of Producer's receipt of such notice. Producer’s failure to cure any such material failure after the exercise of Producer’s reasonable efforts as practicable shall not constitute a breach of this Agreement by Producer.  Stills: Artist shall have the right to approve in writing any stills containing Artist’s photograph which Producer intends to use for any purpose, including, without limitation, in connection with the approved merchandising, approved commercial tie-ins, advertising, exploitation, promotion and/or publicity for the Picture. Provided that Producer submits a group of at least two hundred (200) stills (which stills may be contained on contact sheets), Artist shall approve not less than fifty percent (50%) of those stills submitted to Artist. If Artist fails to approve a minimum of fifty percent (50%) of such group of stills submitted within seven (7) days (which seven (7) day period may be reduced to three (3) business days if Producer requires pursuant to a written notice that Artist respond in such shorter time period due to exigencies) from Artist’s receipt of such stills, Artist shall be deemed to have approved of fifty percent (50%) of all stills in the group submitted. Producer shall not provide any stills of Artist to tabloids. Except for the promotional, not for sale poster and 1-sheets (to which this provision shall not apply, with respect to any stills of Artist which have been approved by Artist in accordance with the provisions herein above (“Approved Stills”), if Producer desires to use any such Approved Stills for a use other than the Producer’s original use of such Approved Stills, then Producer shall re-submit such Approved Stills to Artist for approval for a different use of such Approved Stills, and Artist shall have a period of three (3) business days after receipt of such re-submission by Producer to either reject or accept the new use of any such Approved Stills by written notice to Producer. If Artist fails to reject such new use of any such Approved Stills by written notice to Producer within such three (3) business day period, then Artist shall be deemed to have approved such new use of such Approved Stills and if Artist rejects such new use of any such Approved Stills within such three (3) business day period, then Artist shall, within such three (3) day period, select and notify Producer in writing of different Approved Stills which Producer shall be authorized to use for such new use (and if Artist fails to so notify Producer in writing of such different Approved Stills within such time period, then Artist shall be deemed to have approved of the new use of the Approved Stills originally re-submitted by Producer to Artist hereunder) (“Stills Re-Approval Rights”). There shall be no syndication rights with respect to any photos/video of Artist to any photographer/videographer.  Non-Photographic Likeness: Artist shall be submitted and shall have approval as to all non-photographic likenesses to be utilized by Producer and its licensees in connection with the advertising, publicizing and exploitation of the Picture. Artist shall have three (3) passes (i.e. three (3) times in which Artist evaluates the non-photographic likenesses submitted by Producer) to provide comments on all non-photographic likenesses (which shall include caricatures) submitted, responding to each submittal within 5 business days of Artist’s receipt thereof with particular guidance suggestions to the Producer. Upon written notification that because of a bona fide distribution need a faster turnaround is required with respect to a particular submittal, Artist shall do so, but in no event shall such turnaround be less than 3 business days. Artist shall cooperate in good faith in connection with the redrawing of any likeness disapproved by Artist, and all likenesses submitted for Artist’s approval shall be deemed approved if not disapproved within 5 business days of Artist’s receipt thereof. If Artist is unavailable, Artist’s agent, manager or publicist shall have the right to exercise these approval rights on Artist’s behalf. When any likeness has been redrawn to meet Artist’s objections after the third (3rd) submission of such likeness to Artist, Artist shall have the right to designate a new artist for artistic renderings of Artist, and Producer shall pay for the reasonable costs of such designee of Artist and if, after such designated artist’s likeness of Artist has been redrawn to meet Artist’s objections and Artist fails to approve of such redrawn likeness in writing within 5 business days of Producer’s submission thereof, then Artist shall be deemed to have approved of such redrawn likeness, and if Artist rejects such redrawn likeness within such 5 business day period, then Producer shall have the right to use the redrawn likeness of Artist rendered by Artist’s designee without Artist’s written consent unless Artist reimburses Producer within one (1) business day after Artist’s written notice of rejection thereof, for all costs borne by Producer for the engagement of such designee and submits to Producer an approved redrawn likeness of Artist that Producer can use in connection with the distribution, marketing, promotion, publicizing and exploitation of the Picture. Artist’s non-photographic likeness approvals shall be no less favorable than the non-photographic likeness approvals of any cast on the Picture. Producer shall not provide any non-photographic likenesses of Artist to tabloids. Except for the promotional, not for sale poster and 1-sheets (to which this provision shall not apply), with respect to any likeness of Artist which have been approved by Artist in accordance with the provisions herein above (“Approved Likeness”), if Producer desires to use any such Approved Likeness for a use other than the Producer’s original use of such Approved Likeness, then Producer shall re-submit such Approved Likeness to Artist for approval for a different use of such Approved Likeness, and Artist shall have a period of three (3) business days after receipt of such re-submission by Producer to either reject or accept the new use of any such Approved Likeness by written notice to Producer. If Artist fails to reject such new use of any such Approved Likeness by written notice to Producer within such three (3) business day period, then Artist shall be deemed to have approved such new use of such Approved Likeness and if Artist rejects such new use of any such Approved Stills within such three (3) business day period, then Artist shall, within such three (3) business day period select and notify Producer in writing of different Approved Likenesses which Producer shall be authorized to use for such new use (and if Artist fails to so notify Producer in writing of such different Approved Likenesses within such time period, then Artist shall be deemed to have approved of the new use of the Approved Likenesses originally re-submitted by Producer to Artist hereunder) (“Likeness Re-Approval Rights”).  One Picture: Notwithstanding anything contained elsewhere in this Agreement, except for the use of Artist’s results and proceeds in connection with the Picture, Producer shall not have the right to use the results and proceeds of Artist's services under this Agreement in or in connection with any other productions (e.g. theme park, legitimate stage plays, sequels, remakes, prequels, television pilots, television series, movies-of-the-week, etc.) without Artist’s prior written consent.  Biography: Artist shall have written approval over Artist’s biography and shall furnish a copy of Artist’s pre-approved biography to Producer within 5 business days after receipt of Producer’s written request for such biography (or, if not furnished, then any biography sent to Artist containing only truthful information and not disapproved of within 5 business days of Artist’s receipt thereof shall be deemed approved unless an alternative biography approved of by Artist is sent to Producer within such 5 business day period).  Publicity: With respect to publicity services of Artist, Artist shall provide a customary and reasonable amount of free publicity commensurate with a star of Artist’s stature in the motion picture industry only required of Artist by the domestic distributor of the Picture (but in any event, up to 1 free week of publicity if so required) subject to Artist’s professional availability and reasonable approval of publicity services (it being agreed that any disapproved publicity services shall be replaced by comparable publicity services so as to not diminish the publicity services). If the domestic distributor requires Artist to provide publicity services at a location which is more than fifty (50) miles outside of Madrid Spain, then Artist shall be flown by first class air transportation to and from the location for such publicity services and Artist shall be provided with a first class suite, and shall be provided with exclusive ground transportation to and from airports and Artist’s residence or the location of such publicity, it being agreed that if all of the foregoing are not provided to Artist for publicity services that are more than fifty (50) miles outside of Madrid, Spain then Artist shall not be required to provide such publicity services at such location. No cast on the Picture shall receive more favorable travel and expenses for publicity and publicity provisions than Artist. There shall be no use of bloopers, outtakes, retakes and/or screen tests featuring Artist in connection with the Picture without Artist’s prior written consent thereto and there shall be no behind-the-scenes footage featuring Artist and/or Artist’s double without Artist’s prior written consent thereto provided Artist exercises such approval rights reasonably with respect to behind the scenes footage and in such a manner so as not to frustrate Producer's ability market, promote, publicize, advertise, distribute and exploit the Picture. The foregoing approval rights shall also apply to B-roll footage featuring Artist only and featuring a double for Artist. Subject to Artist’s EPK obligations prescribed in subparagraph 6(p) below, Artist shall render a reasonable amount of services in connection with promotional films, trailers and electronic press kits produced in connection with the advertising and exploitation of the Picture provided such services are rendered during the Principal Photography Services Period or if thereafter subject to Artist’s professional availability. Producer may utilize in connection with such promotional films and trailers, behind-the-scenes footage approved by Artist in writing as hereinabove provided and clips from the Picture in which Artist has appeared, provided Artist exercises such approval right with respect to behind the scenes footage reasonably and in such a manner so as not to frustrate Producer's ability to include Artist meaningfully in such promotional films and trailers and to successfully publicize, promote and market the Picture. All such footage and clips submitted to Artist by Producer shall be deemed approved if not denied in writing within five (5) business days after Artist’s receipt of Producer's request therefor, unless a shorter period of time is reasonably required by Producer pursuant to written notification from Producer at the time of such request but in any event not less than two (2) business days, and Artist is so notified in writing. Notwithstanding the foregoing, under no circumstances shall Artist be required to approve of any bloopers. The Fixed Compensation shall be full consideration for the foregoing services or for the use of such footage or clips.  EPK: Artist shall provide Producer, or Producer’s designee with a reasonable number of interviews (i.e. no less than 2) for the electronic press kit (“EPK”) for the Picture as follows all of which must take place after the wrap of principal photography for the Picture subject to Artist’s then professional availability:  (i) The footage in the EPK containing Artist shall be submitted to Artist (or, to Artist’s designee, or publicist) for review and prior written approval by Artist;  (ii) If Artist fails to disapprove of such footage on or prior to the date which is five (5) business days after Artist’s receipt of such EPK footage, then Artist shall be deemed to have approved of the EPK footage;  (iii) Upon written notification that because of a bona fide distribution need for a faster turnaround is required with respect to a particular submittal, and Artist is so notified in writing, Artist shall do so, but in no event shall such turnaround be more than three (3) business days; and,  (iv) If Artist disapproves of such footage on or prior to the date which is 5 business days after Artist’s receipt of such EPK footage, Artist shall be required to approve of a sufficient amount of footage to evidence that Artist is the recognizable star of the Picture and to satisfy the domestic and foreign distributors of the Picture so as to not frustrate or delay the delivery of the Picture to such distributors, and the failure by Artist to do so shall result in Artist being deemed to have approve of all such footage.  With respect to any onset videographer and photographer on the set of the production while Artist is providing Artist’s acting services in the Picture, Artist shall be provided with 48 hours prior notice of such personnel and such personnel shall not materially interfere with Artist’s acting performance on the Picture while on the set of the production.  Clips: Notwithstanding the provisions of the SAG Agreement but subject to the next sentence below, Artist hereby grants to Producer the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the “Clips”) in all promotional films promoting the Picture or any component parts thereof without any additional consideration to Artist therefore; provided that, for the avoidance of doubt, such right does not extend to use in any remakes, sequels, prequels, or other ancillary, subsequent or derivative production or any other production. However, if Producer proposes to utilize such Clips in promotional films in excess of three (3) minutes in length, Artist agrees to grant Producer the right to utilize such Clips therein automatically upon the payment to Artist of the minimum compensation required therefore pursuant to the current SAG Agreement.  Dubbing/Doubling: If Artist is available, as, when and where required by Producer, and subject to distribution exigencies, Producer shall afford Artist the first opportunity to dub or loop Artist's Role in the English language, subject to the below provisions and subject to Artist’s availability to provide such dubbing services no later than 3 business days following Producer’s written request therefor and Artist’s receipt of such request. Subject to the foregoing, and Artist’s rights in (m) above, Producer shall have the right to simulate or substitute the voice of another for Artist’s voice and/or simulate or use a “double” for Artist's acts, poses, plays and appearances to such extent as Producer may desire in connection with the Picture or any part thereof or in any advertising, publicizing or exploitation thereof (but, for the avoidance of doubt, no use of a “double” for any nudity):  (i) when necessary to expeditiously meet the requirements of foreign exhibition; or  (ii) when necessary to expeditiously meet censorship requirements, both foreign and domestic; or  (iii) when, in the opinion of Producer, the failure to use a double for the performance of hazardous acts might result in physical injury to Artist; or  (iv) when Artist is not available after Artist has received advance written notice of no less than 5 business days; or  (v) when Artist fails or is unable to meet certain requirements of the role, such as, singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by Artist (but, for the avoidance of doubt, no use of a “double” for nudity).  If Artist elects to dub in English as provided above, and if Producer requires such dubbing to be more than fifty (50) miles outside of Artist’s residence in Madrid, Spain or then present location, then while Artist is providing such dubbing services at such location at the request of Producer, Artist shall be given one (1) first class round trip airline ticket, in an “if used”, “if available” basis, and exclusive ground transportation to and from Artist’s Residence and airports and Artist’s hotel and the location of such dubbing, and a 1-bedroom suite at a first class accommodation and a per diem of $100, which shall not exceed the per diem to which Artist is entitled herein.  Merchandising, Commercial Tie-Ins, Likeness Restrictions:  Soundtrack Album: Any of Producer’s rights to produce, manufacture, exploit and distribute sound track recordings, and the right to authorize others to do so, in any form, whether now known or hereafter devised, embodying Artist’s voice and/or sound effects in connection with Artist’s services hereunder is subject to Artist’s prior written consent (other than the incidental use of Artist’s in-character voice for up to 20 seconds in the aggregate).  Behind The Scenes/Bloopers: With respect to publicity services of Artist, Artist shall provide a customary and reasonable amount of free publicity commensurate with a star of Artist’s stature in the motion picture industry only required of Artist by the domestic distributor of the Picture (but in any event, up to 1 free week of publicity if so required) subject to Artist’s professional availability and reasonable approval of publicity services (it being agreed that any disapproved publicity services shall be replaced by comparable publicity services so as to not diminish the publicity services). If the domestic distributor requires Artist to provide publicity services at a location which is more than fifty (50) miles outside of Madrid Spain, then Artist shall be flown by first class air transportation to and from the location for such publicity services and Artist shall be provided with a first class suite, and shall be provided with exclusive ground transportation to and from airports and Artist’s residence or the location of such publicity, it being agreed that if all of the foregoing are not provided to Artist for publicity services that are more than fifty (50) miles outside of Madrid, Spain then Artist shall not be required to provide such publicity services at such location. No cast on the Picture shall receive more favorable travel and expenses for publicity and publicity provisions than Artist. There shall be no use of bloopers, outtakes, retakes and/or screen tests featuring Artist in connection with the Picture without Artist’s prior written consent thereto and there shall be no behind-the-scenes footage featuring Artist and/or Artist’s double without Artist’s prior written consent thereto provided Artist exercises such approval rights reasonably with respect to behind the scenes footage and in such a manner so as not to frustrate Producer's ability market, promote, publicize, advertise, distribute and exploit the Picture. The foregoing approval rights shall also apply to B-roll footage featuring Artist only and featuring a double for Artist. Subject to Artist’s EPK obligations prescribed in subparagraph 6(p) below, Artist shall render a reasonable amount of services in connection with promotional films, trailers and electronic press kits produced in connection with the advertising and exploitation of the Picture provided such services are rendered during the Principal Photography Services Period or if thereafter subject to Artist’s professional availability. Producer may utilize in connection with such promotional films and trailers, behind-the-scenes footage approved by Artist in writing as hereinabove provided and clips from the Picture in which Artist has appeared, provided Artist exercises such approval right with respect to behind the scenes footage reasonably and in such a manner so as not to frustrate Producer's ability to include Artist meaningfully in such promotional films and trailers and to successfully publicize, promote and market the Picture. All such footage and clips submitted to Artist by Producer shall be deemed approved if not denied in writing within five (5) business days after Artist’s receipt of Producer's request therefor, unless a shorter period of time is reasonably required by Producer pursuant to written notification from Producer at the time of such request but in any event not less than two (2) business days, and Artist is so notified in writing. Notwithstanding the foregoing, under no circumstances shall Artist be required to approve of any bloopers. The Fixed Compensation shall be full consideration for the foregoing services or for the use of such footage or clips.  Nudity: There shall be no partial or full nudity or nude or simulated sex scenes required of Artist and no doubling of Artist’s Role in partial or full nudity without the prior written approval of Artist.  Press Releases: Artist shall not issue, release, authorize or in any way participate in any publicity, press releases, interviews, advertisements or promotional activities relating to Artist, the Picture, or Artist’s services hereunder without Producer’s prior written consent, except personal publicity in which the Picture is only incidentally mentioned.  Premieres: Subject to Artist not being in material uncured breach hereof, Artist shall be provided with a total of two (2) invitations to all premieres and film festivals in which the Picture is being exhibited “in competition” (as such term is customarily defined in the motion picture industry in Los Angeles, California) and Producer shall not pay for any costs in connection therewith but in any event, if the domestic distributor or any foreign distributor agrees to pay for such costs for any one or more of the director or any cast member other than Antonio Banderas and Karl Urban, then Artist’s travel, per diem, hotel for Artist and Artist’s guests shall be on a most favored nations with all cast on the Picture for whom the domestic distributor and/or foreign distributor is paying, and such distributors shall be required to pay for such expenses of Artist. Producer agrees to render its good faith efforts to have the domestic distributor or foreign distributor of the Picture pay for the first class round trip transportation and expenses of Artist and Artist’s companion and Artist’s publicist and Artist’s children but Producer cannot guaranty payment for such costs. All invites and payment of travel and expenses with respect to premieres and film festivals exhibiting the Picture shall be on a most favored nations basis with all cast members in the Picture other than Antonio Banderas and Karl Urban (i.e. if any cast member other than Antonio Banderas and Karl Urban is invited to any film festival and/or premiere exhibiting the Picture and/or has any travel and expenses paid for with respect to attendance at any premieres and/or festivals, then Artist shall have its travel and expenses paid for and Artist and Artist’s guest shall be invited as well). Artist is not required to attend any premiere and/or film festival in which the Picture appears if Artist’s travel and expenses are not provided as prescribed above.  DVD: DVD/Videocassette: At such time, if at all, as dvd (or blue ray if available) and videocassette copies of the Picture shall be manufactured for distribution in the home video market, Producer shall furnish Artist, upon request, with two (2) such videocassettes and two (2) such dvds (or blue ray if available) copy, at no cost to Artist. Said videocassettes (or blue ray copies if available) and dvd copies shall be used solely for Artist’s private home showing and library purposes, and in no event shall said videocassettes and dvds (or blue rays if available) copies be altered, duplicated or used for any commercial purpose or for profit. |
| STOIC | Worldwide |
| WITH ROBERT FORSTER | Paid Ads: In second to last position amongst all cast receiving single card credits below the Title in the form of “with Robert Forster” (“Credit Position”) and Artist shall be accorded acting credit in the billing block of all paid advertisements (other than in so-called “Excluded Ads” as defined below) and “exempted ads” and packaging below the Title of the Picture in the same Credit Position referred to in subparagraph 4(a) above, in a size which is not less than the size of all cast member credits for cast receiving credit below the Title the Picture and no other cast member receiving credit below the Title of the Picture shall receive a larger (i.e., size, height, width, duration) or more prominent on screen credit than Artist (it being understood and agreed that Antonio Banderas, Karl Urban and Paz Vega are receiving credit above the Title of the Picture and no other cast member is receiving credit above the Title).  Artwork. Except for teaser advertisements (i.e., advertisements where no individual is given credit), Artist shall receive artwork acting credit where artwork is used, below the artwork title of the Picture. Artist shall have the customary “size tie” and “excluded ad” tie to any actor or actress receiving credit below the Title of the Picture as aforesaid other than Antonio Banderas, Karl Urban and Paz Vega (it being understood and agreed that Antonio Banderas, Karl Urban and Paz Vega are receiving credit above the Title of the Picture and no other cast member is receiving credit above the Title).  Excluded Ads Tie. Artist shall be accorded acting credit in the billing block and/or artwork of any Excluded Ad if any other cast member receiving credit below the Title of the Picture is accorded such credit, except for award and nomination ads naming only the honoree.  Likeness Ties And Parity: There shall be no likeness ties and parity between Artist and any cast (i.e. Artist’s approved likeness may be used or not used with any other cast in the Picture in Producer’s sole discretion).  References to the “Title” or “title” are to the regular as opposed to artwork title of the Picture, unless otherwise specified. Any references to the “main titles” are to the credits, whether before or after the body of the Picture, where the “directed by” and principal cast credit appears. Size in relation to the “Title” on screen means height, width, thickness, placement (other than position), duration and prominence and in the billing block, or other personal credits therein, size means height, width, thickness, placement (other than position), and prominence. Credit will be given only if Artist appears recognizably in the Picture as released, and only if this Agreement has not been terminated for Artist’s uncured material breach. Subject to the provisions of the subparagraphs herein above, the aforesaid billing requirements shall not apply at any time to teasers, trailers, billboards and other outdoor advertising, radio and television advertising, group, list or special advertisements, commercial tie-ins or by-products, any advertisements of 250 lines or less, or any advertisements which would be excepted advertisements under the Directors Guild of America Basic Agreement (“Excluded Ads”).  Producer agrees to contractually bind third parties to credit obligation provided that no casual or inadvertent failure to comply with billing requirements, nor the failure of any third party so to comply, shall constitute a breach herein. The sole remedy for a breach of any of the billing provisions of herein shall be an action at law for damages, it being agreed that in no event shall Artist seek or be entitled to injunctive or other equitable relief for breach of any of the billing requirements hereof. If Producer fails to accord the required credit hereunder, then upon written notice to Producer specifying such failure in reasonable detail, Producer shall use reasonable efforts prospectively to cure such failure as to prints and advertisements not yet printed or committed to as of the date of Producer's receipt of such notice. Producer’s failure to cure any such material failure after the exercise of Producer’s reasonable efforts as practicable shall not constitute a breach of this Agreement by Producer.  Stills: Artist shall have the right to approve in writing any stills containing Artist’s photograph which Producer intends to use for any purpose, including, without limitation, in connection with the approved merchandising, approved commercial tie-ins, advertising, exploitation, promotion and/or publicity for the Picture. Provided that Producer submits a group of at least two hundred (200) stills (which stills may be contained on contact sheets), Artist shall approve not less than fifty percent (50%) of those stills submitted to Artist. If Artist fails to approve a minimum of fifty percent (50%) of such group of stills submitted within seven (7) days (which seven (7) day period may be reduced to three (3) business days if Producer requires pursuant to a written notice that Artist respond in such shorter time period due to exigencies) from Artist’s receipt of such stills, Artist shall be deemed to have approved of fifty percent (50%) of all stills in the group submitted.  Non-Photographic Likeness: Artist shall be submitted and shall have approval as to all non-photographic likenesses to be utilized by Producer and its licensees in connection with the advertising, publicizing and exploitation of the Picture. Artist shall have three (3) passes (i.e. three (3) times in which Artist evaluates the non-photographic likenesses submitted by Producer) to provide comments on all non-photographic likenesses (which shall include caricatures) submitted, responding to each submittal within 5 business days of Artist’s receipt thereof with particular guidance suggestions to the Producer. Upon written notification that because of a bona fide distribution need a faster turnaround is required with respect to a particular submittal, Artist shall do so, but in no event shall such turnaround be less than 3 business days. Artist shall cooperate in good faith in connection with the redrawing of any likeness disapproved by Artist, and all likenesses submitted for Artist’s approval shall be deemed approved if not disapproved within 5 business days of Artist’s receipt thereof. If Artist is unavailable, Artist’s agent, manager or publicist shall have the right to exercise these approval rights on Artist’s behalf. When any likeness has been redrawn to meet Artist’s objections after the third (3rd) submission of such likeness to Artist, Artist shall have the right to designate a new artist for artistic renderings of Artist, and Producer shall pay for the reasonable costs of such designee of Artist and if, after such designated artist’s likeness of Artist has been redrawn to meet Artist’s objections and Artist fails to approve of such redrawn likeness in writing within 5 business days of Producer’s submission thereof, then Artist shall be deemed to have approved of such redrawn likeness, and if Artist rejects such redrawn likeness within such 5 business day period, then Producer shall have the right to use the redrawn likeness of Artist rendered by Artist’s designee without Artist’s written consent unless Artist reimburses Producer within one (1) business day after Artist’s written notice of rejection thereof, for all costs borne by Producer for the engagement of such designee and submits to Producer an approved redrawn likeness of Artist that Producer can use in connection with the distribution, marketing, promotion, publicizing and exploitation of the Picture. Artist’s non-photographic likeness approvals shall be no less favorable than the non-photographic likeness approvals of any other third party other than Gerard Butler, Morgan Freeman and Aaron Eckhart.  Biography: Artist shall have written approval over Artist’s biography and shall furnish a copy of Artist’s pre-approved biography to Producer within 5 business days after receipt of Producer’s written request for such biography (or, if not furnished, then any biography sent to Artist and not disapproved of within 5 business days of Artist’s receipt thereof shall be deemed approved unless an alternative biography approved of by Artist is sent to Producer within such 5 business day period).  One Picture: Notwithstanding anything contained elsewhere in this Agreement, except for the use of Artist’s results and proceeds in connection with the Picture, Producer shall not have the right to use the results and proceeds of Artist's services under this Agreement in or in connection with any other productions (e.g. theme park, legitimate stage plays, sequels, remakes, prequels, television pilots, television series, movies-of-the-week, etc.) without Artist’s prior written consent.  Clips: Artist hereby grants to Producer the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the “Clips”) in all promotional films promoting the Picture or any component parts thereof without any additional consideration to Artist therefore; provided that, for the avoidance of doubt, such right does not extend to use in any remakes, sequels, prequels, or other ancillary, subsequent or derivative production. However, if Producer proposes to utilize such Clips in promotional films in excess of ten (10) minutes in length, Artist agrees to grant Producer the right to utilize such Clips therein automatically upon the payment to Artist of the minimum compensation required therefore pursuant to the current SAG Agreement.  Publicity: Artist shall provide a reasonable amount of free publicity (but in any event no less than 1 free day) subject to Artist’s professional availability. With respect to publicity services of Artist, Artist shall provide a customary and reasonable amount of free publicity commensurate with a star of Artist’s stature in the motion picture industry (but in any event no less than up to two (2) free days of publicity) and only required of Artist by the domestic distributor of the Picture subject to Artist’s professional availability. Artist shall be flown by first class air transportation to and from the location for such publicity services if such services are no more than Fifty (50) miles from Artist’s then present location in the United States and Artist shall be provided with a first class room at a first class hotel and first class expenses in accordance with the terms and conditions herein and, if the domestic distributor agrees to pay for it, Artist’s assistant and publicist shall travel with Artist on all such publicity and shall receive coach class air fare, ground transportation, a crew per diem, and hotel accommodations, and a weekly salary based on their quotes. Notwithstanding the foregoing, with respect to any and all publicity services requested of Artist, Artist shall have the right decline specific publicity activities or events provided that Artist renders comparable publicity activities or events.  EPK: Artist shall provide Producer, or Producer’s designee with one interview for television and one interview (since this is only for 1 day of work) for the electronic press kit (“EPK”) for the Picture as follows (provided that no EPK shooting shall be in line of Artist’s sight while Artist is working):  (i) The footage in the EPK containing Artist shall be submitted to Artist (or, to Artist’s designee, or publicist) for review and prior written approval by Artist  (ii) If Artist fails to disapprove of such footage on or prior to the date which is five (5) business days after Artist’s receipt of such EPK footage, then Artist shall be deemed to have approved of the EPK footage  (iii) Upon written notification that because of a bona fide distribution need for a faster turnaround is required with respect to a particular submittal, and Artist is so notified in writing, Artist shall do so, but in no event shall such turnaround be more than three (3) business days  (iv) If Artist disapproves of such footage on or prior to the date which is 5 business days after Artist’s receipt of such EPK footage, Artist shall be required to approve of a sufficient amount of footage to evidence that Artist is the recognizable star of the Picture and to satisfy the domestic and foreign distributors of the Picture so as to not frustrate or delay the delivery of the Picture to such distributors, and the failure by Artist to do so shall result in Artist being deemed to have approve of all such footage  Clips: Artist hereby grants to Producer the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the “Clips”) in all promotional films promoting the Picture or any component parts thereof without any additional consideration to Artist therefore; provided that, for the avoidance of doubt, such right does not extend to use in any remakes, sequels, prequels, or other ancillary, subsequent or derivative production. However, if Producer proposes to utilize such Clips in promotional films in excess of ten (10) minutes in length, Artist agrees to grant Producer the right to utilize such Clips therein automatically upon the payment to Artist of the minimum compensation required therefore pursuant to the current SAG Agreement.  Dubbing/Doubling: : If Artist is available, as, when and where required by Producer, and subject to distribution exigencies, Producer shall afford Artist the first opportunity to dub or loop Artist's Role in the English language, subject to the below provisions and subject to Artist’s availability to provide such dubbing services no later than 3 business days following Producer’s written request therefor and Artist’s receipt of such request. Subject to the foregoing, and Artist’s rights in subparagraph (n) above, Producer shall have the right to simulate or substitute the voice of another for Artist’s voice and/or simulate or use a “double” for Artist's acts, poses, plays and appearances to such extent as Producer may desire in connection with the Picture or any part thereof or in any advertising, publicizing or exploitation thereof (but, for the avoidance of doubt, no use of a “double” for any nudity):  (i) when necessary to expeditiously meet the requirements of foreign exhibition; or  (ii) when necessary to expeditiously meet censorship requirements, both foreign and domestic; or  (iii) when, in the opinion of Producer, the failure to use a double for the performance of hazardous acts might result in physical injury to Artist; or  (iv) when Artist is not available; or  (v) when Artist fails or is unable to meet certain requirements of the role, such as, singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by Artist (but, for the avoidance of doubt, no use of a “double” for nudity).  If Artist elects to dub in English as provided above, and if Producer requires such dubbing to be more than fifty (50) miles outside of Artist’s residence or then present location, then while Artist is providing such dubbing services at such location at the request of Producer, Artist shall be given one (1) business class round trip airline ticket, in an “if used”, “if available” basis, and exclusive ground transportation to and from Artist’s Residence and airports and Artist’s hotel and the location of such dubbing, and a 1-bedroom suite at a first class accommodation and a per diem of $60, which shall not exceed the per diem to which Artist is entitled herein.  Merchandising, Commercial Tie-Ins, Likeness Restrictions: There shall be no merchandising or commercial tie-ups and no use of look-alikes and there shall be no product placements using Artist’s name, voice and likeness without Artist’s prior written consent and the negotiation with Artist for separate royalties for Artist in respect thereto. With respect to the use of Artist’s name, approved voice, approved likeness and approved biographical data (as approved pursuant to the provisions herein) in connection with the distribution, exhibition, advertising and other exploitation of the Picture, the use of Artist’s name in the billing block and/or credit list and/or in the key art for advertising materials for the exploitation of the Picture such as posters or one-sheets, shall not require Artist’s written approval..  Soundtrack Album: Any of Producer’s rights to produce, manufacture, exploit and distribute sound track recordings, and the right to author¬ize others to do so, in any form, whether now known or hereafter de¬vised, embodying Artist’s voice and/or sound effects in connection with Artist’s services hereunder is subject to Artist’s prior written consent (other than the incidental use of Artist’s in-character voice for up to 30 seconds). Artist agrees that under no circumstances shall Artist be entitled to terminate this agreement, rescind any rights granted hereunder or to obtain or seek any form of equitable or injunctive relief, specific performance or otherwise, any rights to which Artist expressly waives. In the event of any breach of this Agreement, Artist’s sole remedy shall be for damages at law.  Behind The Scenes/Bloopers: With respect to publicity services of Artist, Artist shall provide a customary and reasonable amount of free publicity commensurate with a star of Artist’s stature in the motion picture industry (but in any event no less than up to two (2) free days of publicity) and only required of Artist by the domestic distributor of the Picture subject to Artist’s professional availability. Artist shall be flown by first class air transportation to and from the location for such publicity services if such services are no more than Fifty (50) miles from Artist’s then present location in the United States and Artist shall be provided with a first class room at a first class hotel and first class expenses in accordance with the terms and conditions herein and, if the domestic distributor agrees to pay for it, Artist’s assistant and publicist shall travel with Artist on all such publicity and shall receive coach class air fare, ground transportation, a crew per diem, and hotel accommodations, and a weekly salary based on their quotes. Notwithstanding the foregoing, with respect to any and all publicity services requested of Artist, Artist shall have the right decline specific publicity activities or events provided that Artist renders comparable publicity activities or events. There shall be no use of bloopers, outtakes, retakes and/or screen tests featuring Artist in connection with the Picture without Artist’s prior written consent thereto and there shall be no behind-the-scenes footage featuring Artist and/or Artist’s double without Artist’s prior written consent thereto provided Artist exercises such approval rights reasonably with respect to behind the scenes footage reasonably and in such a manner so as not to frustrate Producer's ability market, promote, publicize, advertise, distribute and exploit the Picture. The foregoing shall also apply to B-roll footage featuring Artist only and featuring a double for Artist. Artist shall render services in connection with promotional films, trailers and electronic press kits produced in connection with the advertising and exploitation of the Picture. Producer may utilize in connection with such promotional films and trailers, behind-the-scenes footage approved by Artist as hereinabove provided and clips from the Picture in which Artist has appeared, provided Artist exercises such approval right with respect to behind the scenes footage reasonably and in such a manner so as not to frustrate Producer's ability to include Artist meaningfully in such promotional films and trailers and to successfully publicize, promote and market the Picture. All such footage and clips submitted to Artist by Producer shall be deemed approved if not denied in writing within five (5) business days after Artist’s receipt of Producer's request therefor, unless a shorter period of time is reasonably required by Producer, and Artist is so notified in writing. The Fixed Compensation shall be full consideration for the foregoing services or for the use of such footage or clips.  Nudity: There shall be no partial or full nudity or nude scenes required of Artist and no doubling of Artist’s Role in partial or full nudity without the prior written approval of Artist.  Premieres:  DVD: |
| AND JOHNATHON SCHAECH | Paid Ads: Provided that Artist appears recognizably in the Picture in the Role, Artist shall be accorded credit in the main titles of the Picture on a separate card, and in paid ads whenever the full billing block for the Picture appears or whenever any cast member appears other than Antonio Banderas, and Karl Urban, the “and” credit in last position amongst all cast below the title of the (but the exception to such credit obligation for paid advertising is any award, nomination, prize, congratulatory and/ or similar ads and/or recognition which name only the person(s) receiving the award, prize, nomination, congratulations and/or similar recognition). Artist’s likeness can be used alone without any other likeness appearing in any paid advertising, posters, marketing materials. If any other cast member’s (other than those of Antonio Banderas’ Karl Urban’s and Paz Vega’s) likeness or name appears above the title and/or in/above the artwork on screen and/or in any paid advertising, Artist’s credit shall appear therein the size of which shall be no less than such cast member’s credit.  Stills: Artist shall have the right to approve any stills (including stills pulled from footage from the Picture) containing Artist’s photograph which Company (or Company’s successors and assigns or licensees) intends to use for any purpose, including, without limitation, in connection with the merchandising, commercial tie-ins, advertising, exploitation, promotion and/or publicity for the Picture. Provided that Company submits a group of at least two hundred (200) stills (which stills may be contained on contact sheets), Artist shall approve not less than fifty percent (50%) of those stills submitted to Artist in which Artist appears alone or with others not having stills approval rights and or no less than seventy-five percent (75%) of those stills submitted to Artist in which Artist appears with any other person who is entitled to approval of such stills, with respect to those stills submitted to Artist. If Artist fails to approve a minimum of fifty percent (50%) (or seventy-five percent (75%), as applicable) of such group of stills submitted to Artist within five (5) business days (which five (5) business day period may be reduced to three (3) business days if Company requires pursuant to a written notice that Artist respond in such shorter time period due to exigencies) from Artist’s actual receipt of such stills, Company may select from such group of stills, which, when added to those approved of by Artist, if any, total the requisite percentage, and Artist shall be deemed to have approved fifty percent (50%) (or seventy-five percent (75%), as applicable) of all stills in the group submitted, but only for the particular use in connection with the Picture for which they are intended or approved. Company shall own all such photographs/stills, but no stills photographer may be granted syndication rights in any photographs containing Artist’s likeness. Negatives and copies of disapproved stills are to be destroyed or rendered unusable. No stills or renditions of Artist shall be submitted to “The National Enquirer”, “The Star”, “The Globe”, or any similar publications. Artist’s stills approvals shall be no less favorable than the stills approvals of any personnel on this Picture.  Non-Photographic Likeness: Artist shall be entitled to be submitted and shall have approval as to all non-photographic likenesses to be utilized by Company and its successors, assigns and licensees in connection with the advertising, publicizing and exploitation of the Picture or other permitted uses herein. Artist shall have three (3) passes (i.e. three (3) times in which Artist evaluates the non-photographic likenesses submitted by Company) to provide comments on all non-photographic likenesses (which shall include caricatures) submitted, responding to each submittal within five (5) business days with particular guidance suggestions to the Company. Upon written notification that because of a bona fide distribution need a faster turnaround is required with respect to a particular submittal, Artist shall do so, but in no event shall such turnaround be less than three (3) business days (unless submitted on a Friday in which event the turnaround shall be on the Monday thereafter). Artist shall cooperate in good faith in connection with the redrawing of any likeness disapproved by Artist, and all likenesses submitted for Artist’s approval shall be deemed approved if not disapproved within three (3) business days of Artist’s receipt thereof. If Artist is unavailable, Artist’s agent shall have the right to exercise these approval rights on Artist’s behalf. When any likeness has been redrawn to meet Artist’s objections after the third (3rd) submission of such likeness to Artist, such likeness shall be deemed approved by Artist. Under no circumstances shall any caricatures of Artist be approved for use by Company or by any of Company’s designees. Artist’s non-photographic likeness approvals shall be no less favorable than the non-photographic likeness approvals of any personnel on this Picture. With respect to the Domestic Territory only, any previously approved stills and non-photographic likenesses have to be resubmitted for any different use including key art (including the poster for the Picture), magazine covers usage and the process for approval prescribed above in connection with the Picture shall apply to such re-submitted stills and non-photographic likenesses in connection with the Picture.  Biography: Artist shall have prior written approval over Artist’s biography and shall furnish a copy of Artist’s biography to Company upon Artist’s receipt of Company’s written request for the same (or within three (3) business days thereafter)  Publicity: Artist shall provide a reasonable amount of publicity if required by the domestic distributor of the Picture [which may be up to one (1) additional free week of publicity for the Picture] subject to Artist’s then current professional availability  EPK: Notwithstanding anything to the contrary contained herein, Artist shall provide Company, or Company’s designee with one interview for television and several interviews (if needed by Company or its designee) for the electronic press kit (“EPK”) for the Picture (subject to Artist’s professional availability provided that under no circumstances, shall such interviews be conducted while Artist is acting in the Picture) as follows:  (a) The footage in the EPK containing Artist shall be submitted to Artist (or, to Artist’s agent) for review and approval by Artist; and,  (b) If Artist fails to disapprove of such footage on or prior to the date which is 5 business days after Artist’s receipt of such EPK footage, then Artist shall be deemed to have approved of the EPK footage; and  (c) Upon written notification that because of a bona fide distribution need a faster turnaround is required with respect to a particular submittal, Artist shall do so, but in no event shall such turnaround be less than three (3) business days  (d) If Artist disapproves of such footage on or prior to the date which is 5 business days after Artist’s receipt of such EPK footage, Artist shall be required to approve of a sufficient amount of footage to evidence that Artist is a recognizable star of the Picture and to satisfy the domestic and foreign distributors of the Picture so as to not frustrate or delay the delivery of the Picture to such distributors, no later than two (2) business days after submission of such additional footage to Artist and the failure by Artist to do so shall result in Artist being deemed to have approved of all such footage.  One Picture: Notwithstanding anything to the contrary contained in this Agreement, Company shall use and otherwise exploit footage containing Artist in connection with the Picture only (e.g., there shall be no use of Artist's results and proceeds in or in connection with any prequel, sequel, remake or other audiovisual work of any kind whether now known or hereafter invented without Artist's prior written approval).  Clips: Artist hereby grants to Company the right to use or to authorize others to use film clips and excerpts from the Picture in which Artist appears recognizably (collectively the “Clips”) in all promotional films relating to the Picture or any component parts thereof without any additional consideration to Artist therefore but not as part of any other productions of Company, including, without limitation, sequels, remakes and prequels of the Picture.  Dubbing/Doubling: Company shall have the right to simulate or substitute the voice of another for Artist’s voice and/or simulate or use a “double” for Artist's acts, poses, plays and appearances to such extent as Company may desire in connection with the Picture or any part thereof or in any advertising, publicizing or exploitation thereof (but, for the avoidance of doubt, no use of a “double” for any nudity):  (i) when necessary to expeditiously meet the requirements of foreign exhibition; or  (ii) when necessary to expeditiously meet censorship requirements, both foreign and domestic; or  (iii) when, in the opinion of Company, the failure to use a double for the performance of hazardous acts might result in physical injury to Artist; or  (iv) when Artist is not available; or  (v) when Artist fails or is unable to meet certain requirements of the role, such as, singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by Artist (but, for the avoidance of doubt, no use of a “double” for nudity).  Merchandising, Commercial Tie-Ins, Likeness Restrictions: Notwithstanding anything to the contrary contained herein, Company shall not make use of Artist’s name, voice or likeness in connection with any commercial tie-ins or merchandising with respect to the Picture without the prior written consent of Artist and negotiation of a royalty (other than posters and t-shirts featuring the “key art”, in which Artist's credit or approved likeness is displayed or used provided that such use of the name and/or likeness of Artist must be only in the key art). Nothing contained herein shall limit Company's right to display or reproduce the packaging of video devices containing the name and/or approved likeness of Artist in connection with commercial tie-ins promoting the Picture other than with respect to the following: firearms, alcoholic beverages, tobacco or personal hygiene products, gambling, lotteries, political and/or religious items  Soundtrack Album: There shall be no use of voice on soundtrack album without written consent and negotiation of an appropriate royalty other than no more than 30 seconds of incidental dialogue.  Behind The Scenes/Bloopers: Subject to Artist's EPK obligations as herein below provided (i) behind the scenes and making of footage use shall not require the prior consent of Artist if the footage is from the Picture as released and, (ii).otherwise, Artist shall have a right of approval with respect thereto and Artist agrees to approve reasonably sufficient footage such that a reasonable person (or alternatively, such that any distributor) would understand and agree that Artist is one of the leads in the Picture. Artist shall approve as to which film clips from Artist’s prior films are used in promotion films for the Picture but Artist, such approval not to be unreasonably withheld or delayed.There shall be no “bloopers” of Artist used without Artist’s prior written consent. Artist shall not be filmed in Artist’s dressing facility/trailer without Artist’s prior consent. Artist shall be given no less than twenty-four (24) hours advance notice of any scheduled behind the scenes filming of Artist on the set of the production of the Picture.  Nudity: There shall be no nudity, sex scenes or nude doubling or doubling in sex scenes without Artist’s prior written consent in each instance and Artist shall not appear bare-chested in connection with the “key art” of the Picture without Artist’s prior written consent. No use of a “double” for nudity  Premieres: Subject to Lender and Artist not being in material uncured breach hereof, Artist shall be provided with two (2) invitations to the first US celebrity premiere of the Picture and Company shall not pay for any costs in connection therewith.  DVD: At such time, if at all, as dvd and videocassette (or, if available to Company, in lieu of videocassette, BluRay) copies of the Picture shall be manufactured for distribution in the home video market, Company shall furnish Artist, upon request, with one (1) such videocassette (or, if available to Company, in lieu of videocassette, BluRay) and one (1) such DVD copy at no cost to Artist. Said videocassette (or, if available to Company, in lieu of videocassette, BluRay) and dvd copy shall be used solely for Artist’s private home showing and library purposes, and in no event shall said videocassette and dvd copy be altered, duplicated or used for any commercial purpose or for profit. |
| CASTING BY  MARIANA STANISHEVA AND  JEREMY ZIMMERMANN | Paid Ads: In our discretion.  Name/Likeness: No contractual restrictions.  Premiere: No obligations  DVD: No obligations. |
| MUSIC BY  FREDERIK WIEDMANN | Paid Ads: If Composer performs all material conditions set forth hereunder so that a substantial portion of the Score used in the Picture contains Composer’s music, and Composer is not in material breach of any terms or conditions hereof, the following credits shall be accorded to Composer on all positive prints in the main titles, on a separate card, and in the billing block of all paid ads including one-sheets, billboards, television trailers, videos, DVDs and soundtrack albums, if any, wherever the regular billing block appears (i.e., wherever credit is accorded to the director, producer, writer) substantially as follows: “Music by Frederick Wiedmann”, to the extent such credits comply with any applicable guild rules and restrictions. Such credits being subject to customary exclusions, exceptions and exculpatory provisions and with the understanding that all other aspects of such credits shall be subject to Company’s sole discretion. Notwithstanding the foregoing, in the event either the writer, the producer and/or director of the Picture receives credit in an otherwise excluded ad, then so shall Composer, except for award and congratulatory advertisements in which only the lauded or honored individual is mentioned. Any casual or inadvertent failure by Company, or any other third party, to comply with any of the credit provisions hereunder shall not constitute a breach of this Agreement by Company and in no event shall Composer be entitled to any equitable remedy hereunder, including, without limitation, the right to enjoin or restrain the advertising, distribution, promotion, publicity, exhibition or other exploitation of the Picture. Upon notice from Composer to Company that Company has failed to properly accord credit to Composer in accordance herewith, Company shall use reasonable, good faith efforts to prospectively cure, to the extent possible and to the extent within Company’s control, all paid ads, positive prints and/or masters of versions of any other medium not yet created as of the date of such notice to Company. Company agrees to use good faith efforts to notify third parties of the credit obligations hereunder, provided that no failure to actually notify third parties of such obligations shall constitute a breach of this Agreement.  However, by way of limiting the foregoing, if Company hires or engages an additional composer or composers to perform composing services in connection with this Picture, Company shall have the right to accord credit to any such additional composer or composers who substantially contribute to the musical score of the Picture, at Company's discretion. In the event more than fifty percent (50%) of the score in the Picture is composed by a second composer, then Company shall be entitled to accord such second composer credit on a shared card with Composer in the main titles. Otherwise, credit to such second composer shall be accorded in the end crawl substantially in the form of “additional music by.” Company shall notify Composer in writing of any proposed change in the aforementioned Composer credit. If Composer objects in writing to the proposed credit change within two (2) days from and after receipt by Composer of the written notification of credit change, then, failing resolution of the dispute by the parties hereto on a date prior thereto, the dispute shall be submitted, at Company's expense, within three (3) days to expedited arbitration before the American Arbitration Association (“AAA”) (entertainment panel attorney), which decision shall be final and binding. Both parties hereto agree to respond to, choose an arbitrator and participate in such arbitration of the disputed matter within one (1) week from the date that an arbitration demand is made to the AAA. Failure by Composer to respond to and/or participate in such arbitration within the aforementioned period of time shall constitute a waiver of any and all rights Composer may have to object to Company's proposed credit changes. Company's costs and reasonable outside attorneys' fees of arbitration shall be reimbursed by Composer if Composer does not prevail in such arbitration. Similarly, Composer's costs and reasonable outside attorneys' fees of arbitration shall be reimbursed by Company if Company does not prevail in such arbitration. Any casual or inadvertent failure, or any breach or threatened breach by Company, or any third party, to comply with the credit provisions hereunder shall not constitute a breach of this agreement by Company. However, Company shall, upon receipt of written notice of any such failure to accord credit as provided above, use reasonable efforts to cure any such breach prospectively.  Additionally, if there is a soundtrack album for the Picture and if Composer is not in material breach hereof, then Company shall, subject to any soundtrack record label/distributor restrictions, accord Composer with a credit on the CD cover substantially in the form of “Music by Steve Edwards” and on the CD insert or back cover of such soundtrack album, a credit substantially in the form of “Score Produced by Steve Edwards”  Name/Likeness/Biography: Company and Company's licensees and/or assignees shall have and may grant to others the right to use Composer's name, approved likeness and approved biography in any manner and medium in connection with the advertising, publicizing and exploitation of the Picture or of any of the rights herein granted to Company, including merchandising, with respect to the services provided herein. Company and/or Company's licensees and assignees shall not, without Composer's written consent, use Composer's name or likeness in connection with a direct endorsement of any product or service not relating to the Picture, commodities, products or services, which consent shall not be unreasonably withheld.  Premieres: No obligations.  DVD: Subject to Composer not being in material breach hereof, Composer shall receive two (2) DVDs of the Picture when commercially available to the general public in the US and if available, ten (10) CDs of the Score, when commercially available to the general pubic in the US, but in any event, no less than six (6) CDs of the Score when commercially available to the general public in the USA. |
| COSTUME DESIGNER  DJANINA BAYKOUCHEVA | Paid Ads: In our discretion.  Name/Likeness: No contractual restrictions.  Publicity: Employee shall not directly or indirectly circulate, publish or otherwise disseminate any news, story, article, book or other publicity concerning the Picture, or employee’s or others’ services in connection with the Picture without Company’s prior written consent, provided that Employee may issue personal publicity mentioning Employee’s employment in connection with the Picture as long as such references are not derogatory.  Premiere: No obligations  DVD: No obligations. |
| PRODUCTION DESIGNER  ANTONELLO RUBINO | Paid Ads: In our discretion  Name/Likeness: No contractual restrictions.  Publicity: Employee shall not directly or indirectly circulate, publish or otherwise disseminate any news, story, article, book or other publicity concerning the Picture, or employee’s or others’ services in connection with the Picture without Company’s prior written consent, provided that Employee may issue personal publicity mentioning Employee’s employment in connection with the Picture as long as such references are not derogatory.  Premiere: No obligations  DVD: No obligations. |
| DIRECTOR OF PHOTOGRAPHY  YARON SCHARF | Paid Ads: In our discretion.  Name/Likeness: No contractual restrictions.  Publicity: Employee shall not directly or indirectly circulate, publish or otherwise disseminate any news, story, article, book or other publicity concerning the Picture, or employee’s or others’ services in connection with the Picture without Company’s prior written consent, provided that Employee may issue personal publicity mentioning Employee’s employment in connection with the Picture as long as such references are not derogatory.  Premiere: No obligations  DVD: No obligations. |
| EDITORS  PAUL HARB  IRIT RAZ-MCBRIDE AND  IVAN TODOROV | Paid Ads: We have not yet received signed agreements for these personnel from the production in Bulgaria. Below is what is contained in drafts sent to us.  Paul Harb: Per Yariv Lerner by e mail dated March 31, 2017  Name/Likeness: No contractual restrictions.  Publicity: Employee shall not directly or indirectly circulate, publish or otherwise disseminate any news, story, article, book or other publicity concerning the Picture, or employee’s or others’ services in connection with the Picture without Company’s prior written consent, provided that Employee may issue personal publicity mentioning Employee’s employment in connection with the Picture as long as such references are not derogatory.  Premiere: No obligations  DVD: No obligations.  Ivan Todorov: In our discretion  Name/Likeness: No contractual restrictions.  Publicity: Employee shall not directly or indirectly circulate, publish or otherwise disseminate any news, story, article, book or other publicity concerning the Picture, or employee’s or others’ services in connection with the Picture without Company’s prior written consent, provided that Employee may issue personal publicity mentioning Employee’s employment in connection with the Picture as long as such references are not derogatory.  Premiere: No obligations  DVD: No obligations. |
| LINE PRODUCER  VESSELIN KARADJOV | Paid Ads: We have not yet received the signed agreement for the line producer from the production in Bulgaria but based on the information we have to date, the credit is in our discretion. We have requested a copy of the signed agreement.  Name/Likeness: No contractual restrictions.  Premiere: No obligations  DVD: No obligations. |
| CO PRODUCER  GISELLA MARENGO | Paid Ads: In our discretion.  Name/Likeness: No contractual restrictions.  Premiere: No obligations  DVD: No obligations. |
| CO-EXECUTIVE PRODUCER  LONNIE RAMATI | Paid Ads: In our discretion.  Name/Likeness: No contractual restrictions.  Premiere: No obligations  DVD: No obligations. |
| EXECUTIVE PRODUCERS  AVI LERNER  TREVOR SHORT  VINCENT CHENG | Paid Ads: For all 3 credits, in our discretion.  Name/Likeness: No contractual restrictions.  Premiere: No obligations  DVD: No obligations. |
| EXECUTIVE PRODUCERS  WILLIAM V. BROMILEY  NESS SABAN  SHANAN BECKER | **Paid Ads:** Distributor shall receive, in perpetuity, in the Territory (i.e. US, its territories, possessions, commonwealths, protectorates and governmental installations, diplomatic posts, vessels), three (3) executive producer credits for designees designated by Distributor in its sole discretion in the main titles (on a card shared by Distributor’s designees only) and in paid ads and billing block tied in all aspects on a most favored nations basis to each other individual receiving a producer type credit on the Picture.  No casual or inadvertent failure by Distributor or Distributor’s Licensees to observe the requirements and restrictions specified in the Credit Statement shall constitute a breach of this Agreement, and Distributor shall not be liable for the failure of any of Distributor’s Licensees to comply with therewith. Promptly following Distributor’s receipt of written notice detailing, with reasonable specificity, a failure by Distributor to comply with the Credit Statement, Distributor shall use commercially reasonable good faith efforts to prospectively cure such failure on materials created after the date of such notice, provided that in no event shall Distributor be obligated to recall any materials. The Picture as delivered to Distributor shall contain all required screen credits, and, provided that Distributor does not alter such screen credits without Grantor’s consent or as otherwise required to conform credits to guild and other legal requirements, Grantor shall indemnify and hold the Indemnified Distributor Parties (defined below) harmless with respect to any claims regarding such screen credits. Grantor shall forever indemnify, defend and hold harmless the Indemnified Distributor Parties (defined below) from and against any and all claims arising from or related to Grantor’s failure to include proper or sufficient information in the Credit Statement. |
| PRODUCED BY  BOAZ DAVIDSON  JOHN THOMPSON  YARIV LERNER  LES WELDON (Note-Les Weldon requested this position) | Paid Ads: For all 4 credits, in our discretion.  Name/Likeness: No contractual restrictions.  Premiere: No obligations  DVD: No obligations. |
| WRITTEN BY  MATT VENNE | Main Titles. For Matt Venne, as per the Writer’s Guild of America. Additionally, Company agrees to contractually obligate the distributors of the Rights to the Picture to comply with such credit obligations. The casual or inadvertent failure to comply with any of the above credit provisions shall not constitute a breach of this Agreement. Within reasonable time after notice from Company specifying the details of any failure to comply with the provisions herein, Company shall take such steps as are reasonably practicable to cure such failure on a prospective basis with respect to copies not yet made which are under the control of Company. Any damage is not irreparable and Lender’s and/or Artist’s rights or remedies shall be limited to an action at law for damages and Lender and Lender shall not be entitled to any injunction or equitable relief.  Name, Likeness, Biography: Company shall have the right to publish, advertise, announce and use in any manner or medium, the name, approved biography (such approval not to be unreasonably withheld or delayed so as to frustrate the delivery of the Picture to distributors of the Picture) and approved photographs or other approved likenesses of Artist (such approval not to be unreasonably withheld or delayed so as to frustrate the delivery of the Picture to distributors of the Picture) in connection with any exercise by Company of its rights hereunder, provided such use shall not be for any merchandising or commercial tie-ups and will not constitute an endorsement of any product or service without Artist's prior written consent.  Premiere: If, in accordance with the WGA Basic Agreement, Artist receives and is accorded a sole or shared “Written by” or “Screenplay by” credit or a “story by” credit, then Artist shall be invited to (with no obligation to attend) all celebrity premieres of the Picture and to all film festivals in which the Picture is accepted for competition (not just screening). Company shall render its good faith efforts to have the domestic distributor pay for the first class travel, first class expenses, first class accommodations and a per diem for Artist but the failure of Company to get the domestic distributor to pay for any and/or all of such expenses shall not be a breach hereof by Company.  DVD: If, in accordance with the WGA Basic Agreement, Artist receives and is accorded either a sole or a shared “Written by” or “Screenplay by” credit or a “story by” credit, then each of the members of Artist shall be entitled to one (1) DVD copy and one (1) videocassette copy of the Picture upon said DVD’s/videocassette’s commercial availability in the United States, if ever. In no event shall Artist authorize or allow the reproduction or duplication of said DVD/videocassette furnished hereunder or authorize or allow the use of such DVD/videocassette for any purpose other than Artist’s personal home use. Artist hereby agrees to execute a customary DVD/videocassette agreement if requested to do so by Company. |
| DIRECTED BY  ISAAC FLORENTINE | Paid Ads: Subject to the production and release of the Picture, and provided Artist shall have rendered and completed Artist’s services in the actual direction of the Picture, Company agrees to accord Artist credit in connection with the Picture as follows:  “Directed by Isaac Florentine” in the billing block of all paid advertisements issued by or under the direct control of Company subject to customary exclusions, exceptions and exculpatory provisions  All other characteristics of the above credits are subject to Company’s sole discretion. Company agrees to bind all third party distributors of the Picture with respect to the above referenced credits. No casual or inadvertent failure to comply with any of the credit provisions herein shall be deemed a breach of this agreement by Company. Within reasonable time after notice from Artist specifying the details of any failure to comply with the provisions herein, Company shall cure such failure on a prospective basis with respect to copies and advertisements not yet made which are under control of Company.  Director's Cuts. Artist shall be entitled to the so-called director’s cut (“DGA Cut”) and preview (to be arranged by Company in consultation with Artist) as provided in the DGA Basic Agreement. Subject to the timely delivery of the DGA Cut, there shall be no cutting of the Picture or studio/producer previews of the Picture prior to delivery of the DGA Cut hereunder. If it can be done within budgetary parameters for the Picture, Company agrees to grant Artist an additional cut of the Picture (“Director’s Cut”) and an additional preview the audience for which shall be determined by Company in its sole discretion (to be arranged in consultation with Artist). Artist's right to prepare the Director's Cut shall be conditioned upon and shall be material terms of Artist’s engagement and subject at all times to the rights of the completion bond company for the Picture: (i) Artist not being in material default of the Agreement; (ii) Company not having employed the services of another director in connection with the Picture; (iii) each cut of the Picture is personally prepared by Artist at no additional cost to Company and Artist has not delegated any final aesthetic decisions relating to the editing of the Picture to any other person and if Artist cannot exercise any of the cutting and preview rights set forth herein, then such rights shall be deemed waived and vested solely in Company, (iv) Company is accorded the right throughout the editing process to consult with Artist regarding each cut and shall have ongoing access to materials used in the editing process and all work in progress; (v) Artist has deleted from each cut any and all material that Company may require to be deleted as potentially legally actionable as determined in good faith by Company; and (vi) Artist preparing and delivering the Director's Cut in conformance with the requirements set forth in this Paragraph.  (a) The choice of editing location shall be at Company’s sole discretion, but shall be in the greater Los Angeles area.  (b) The Picture will be edited on AVID.  (c) Artist shall deliver to Company  (i) a Director’s Cut of the Picture no later than ten (10) weeks after the completion of principal photography of the Picture;  (ii) The Picture, as delivered by artist to Company, shall: (i) strictly adhere to the final approved shooting script (subject to such minor changes required by the exigencies of production), (ii) be no less than ninety-four (94) minutes and no more than one hundred ten (110) minutes in length (including main and end titles) for the theatrical or video version, (iii) be in color in a standard thirty-five millimeter (35mm) format, and (iv) qualify with the Motion Picture Association of America (“MPAA”) for a rating no more restrictive than “R”, unless Company agrees in advance and in writing to a more restrictive rating.  (d) Nothing contained in this Agreement shall in any way be deemed to limit Company’s absolute and final cutting authority with respect to the Picture or Company’s right to edit, review, add to, subtract from, modify and/or otherwise change the Picture (or the title thereof) at any time, as Company in its sole discretion may determine. Without limiting the generality of the foregoing, Company shall have the final cut with respect to all versions of the Picture, and with respect to all foreign and ancillary market versions of the Picture, as well as all re-released versions thereof. Boaz Davidson (“BD”)or any replacement for BD serving in a comparable position, shall be the person who is authorized to exercise such cutting rights on behalf of Company.  (e) The compensation payable to Artost pursuant to this agreement includes compensation in full for all services rendered pursuant to this Paragraph ; provided that, if the above services are required more than fifty (50) miles from Artist’s residence, Artist shall be entitled to transportation for Artist only and expenses in accordance with the below: Employee shall be provided with the following: (i) one (1) round-trip, coach-class air transportation ticket (such ticket provided on an “as-needed”, “if-used” and “no cash redemption” basis); (ii) reasonable hotel accommodations; (iii) non-exclusive ground transportation to and from airports, hotels, sets and any other location where Artist’s services are required hereunder; (iv) use of a cellular telephone while rendering services during the Term in connection with the Picture. Company shall be responsible for installation/activation charges and Picture related business charges only. Upon proof of receipt (i.e., annotated phone bill), Company shall reimburse Artist for all business related cell phone charges made by Artist during the Term; and (v) Artist shall be provided with the equivalent of U.S. Sixty Dollars (U.S.$60) per day in Bulgarian Levas while on Location, commencing with the date of Artist's arrival at Location. Such expense allowance shall be non-accountable, non-reducible and shall be paid to Artist to defray any and all additional living expenses (e.g., hotel charges (except for room rate) including, but not limited to, room service, phone charges and laundry service). Any costs or expenses incurred by Artist over and above the aforementioned expense allowance shall be the sole responsibility of Artist..  Consultation. Artist shall have consultation with respect to all major creative matters regarding the production of the Picture, but in all events the decision of Company shall be final and controlling.  Bio/Name/Likeness: Artist hereby grants to Company the right to use Artist's name, likeness and/or biography in connection with the production, distribution, exhibition, advertising, promotion and other exploitation of the Picture and all subsidiary and ancillary rights therein, including, without limitation, soundtrack albums, publications, merchandising and commercial tie-ups; provided that in no event will Artist be depicted as using or endorsing any product, commodity or service without Artist's prior written consent. Promptly following the execution hereof, Artist shall furnish Company with a short-form biography and a long-form biography of Artist, which Company may reasonably edit.  Publicity Materials. Artist shall not issue any publicity or promotion whatsoever regarding this Agreement and/or the Picture.  “Making Of” Films. Subject to Artist's availability and reasonable approval rights, Artist agrees to cooperate with Company in the creation of promotional “Making Of” films; provided that, Artist's services in connection with said promotional “Making Of” films shall be rendered during the period of Artist's services in connection with the principal photography of the Picture. Additionally, Artist agrees that Company may use portions of the Picture and “behind the scenes” shots in said promotional “Making Of” films and may exploit said promotional “Making Of” films in any and all media whatsoever (whether now known or hereafter devised) without the payment of any compensation whatsoever.  Premiere: Artist and a guest shall be invited to all United States celebrity premieres of the Picture, but shall have no obligation to attend same.  DVD: As a courtesy to Artist and upon general public availability, Company will furnish Artist, at no cost, with one (1) 1/2” videocassette and one (1) digital versatile disk (“DVD”) of the Picture, strictly for Artist's personal home use; provided that, Artist agrees to execute a standard videocassette agreement if requested to do so by Company. In no event shall Artist authorize or allow the reproduction or duplication of any videocassette or DVD furnished hereunder or authorize or allow the use of such videocassette or for any purpose other than Artist's personal home use. In addition, Artist shall be provided with access to a Digi-Beta timed version of the Picture (to the extent said elements are created by Company at Company’s sole election) upon Company's creation of same, if ever, to be used by Artist solely in connection with Artist's demo reel (i.e., to copy limited length dubs at Artist’s expense). |