

## FILMPAC EXCLUSIVE FOOTAGE CONTRIBUTOR REPRESENTATION AGREEMENT

This FILMPAC EXCLUSIVE CONTRIBUTOR REPRESENTATION AGREEMENT (“Agreement”) sets forth the terms and conditions pursuant to which FILMPAC INC, an Oregon corporation (“Company”) will represent you, \_\_\_\_\_, an individual (“Licensor” or “you”), in identifying, marketing, and negotiating licensing opportunities for your Works (defined below) throughout the Territory (defined below). This Agreement sets forth the detailed terms between Company and Licensor for the representation and is entered into between Company and Licensor as of \_\_\_\_\_ (“Effective Date”).

### SUMMARY OF KEY TERMS:

Works	All audiovisual works you submit to Company during the Term (defined in Section 2 below)
Royalties	40% Licensor Membership Receipts (defined in Section 3) 40% Licensor Direct Order Receipts (defined in Section 3)
Territory	The Universe (defined in Section 7)
Term	3 year initial term with auto renewal periods of 3 years each (defined in Section 6)

### AGREEMENT:

1. Engagement: Licensor hereby engages and grants to Company the exclusive right during the Term and throughout the Territory to access, use, pitch, license, sub-license and administer the Works for the purpose of identifying, marketing, and negotiating opportunities for the Works in all areas of audio visual broadcast media, including but not limited to all forms of television (including free TV, cable of all types, satellite, direct broadcast and any other type of television), film, documentary, video games, advertising, commercials, home video, the Internet, mobile and any other form of media now known of hereafter devised. Without limiting the generality of the grant of rights set forth above, the rights granted by Licensor to Company herein include the right to enter third party agreements that utilize the Company’s Application Program Interface (“API”), digital transfer, or other capabilities and techniques to sub-license the Works through Company’s partners. Licensor covenants and agrees that Company is the exclusive representation for licensing any Works provided during the term of this Agreement. Notwithstanding the foregoing, Licensor shall retain at all times the right to use the Works in Licensor’s own internally created or self-produced projects for any type of broadcast (“Self-Productions”).

2. Licensor's Works: Licensor owns and/or controls all audiovisual works, including entire full versions, edits and outtakes, which are submitted to Company during the Term (individually and collectively referred to as the "Works"). Licensor will maintain ALL ownership in the Works.

3. Royalties: Company shall pay Licensor forty percent (40%) of the Licensor Membership Receipts (defined below) and forty percent (40%) of the Licensor Direct Order Receipts (defined below).

(a) "Licensor Membership Receipts" shall mean the percentage of downloads of Licensor's Works within a calendar month ("Period") compared to the total of all membership downloads of the same Media Type within the Period, multiplied by the Company's Membership Revenue Pool (defined below) for the Media Type. The Company's subscribers ("Members") may pay monthly fees, or a single up-front payment for an annual term. The "Membership Revenue Pool" shall mean the gross amount of membership revenue actually received, after deduction of transaction fees, amortized for the Period. For example, the revenue for monthly paying Members will be assigned to the Period that payments are received, and the revenue for annual paying Members will be evenly divided between the activation month and 11 remaining months in their subscription term. "Media Type" shall mean one of multiple categories, as determined by Licensor in its sole discretion, used to distinguish various types of media distributed by Licensor (e.g. for illustration purposes only, video footage, still photos, music, sound effects).

(b) "Licensor Direct Order Receipts" shall mean the gross amounts actually received by Company in USA Dollars, for non-membership orders (commonly referred to as a-la-carte orders) through Company's administrator (or Company if self-administered), after deduction of transaction fees.

Company's rights to collect monies shall include the right during the Term to collect any sums for extensions and/or replacements of any applicable licenses, option fees, advances, royalties and residuals.

During the Term and the Collection Period (defined in Section 6 below), Company shall maintain accurate books and records relating to the royalties and statements generated for and paid to Licensor under this Agreement. Company shall permit such books and records to be examined at Company's premises by Licensor, or an authorized representative of Licensor, on a periodic basis, but not more frequently than once every 12 months during the Term and the Collection Period. Audits must be conducted during Company's normal business hours and only after 10 days' prior written notice to Company. Audits may only be conducted if there is at the time of the audit a fully executed and enforceable confidentiality agreement in place between Company and Licensor. Audits shall be conducted at Licensor's expense.

4. Administration; Limitations: Company shall provide exclusive Administration (defined below) throughout the Territory of the Works for all uses during the Term and the Collection Period (defined below). In the event that Licensor is solicited or contacted by any third party or invited by a third party to discuss any potential agreements regarding the Works, Licensor will promptly refer all such third parties to Company, and Company will negotiate, prepare and issue the appropriate license. "Administration" shall mean the broadest rights possible to administer copyrights and collect income (regardless of when earned) in all forms of media, all technologies and all configurations (whether now known or hereafter developed) including the right (but not the obligation) to authorize the right to reproduce, sell, publicly display, publicly perform and/or make derivatives, in any forms, collect all gross amounts earned and/or derived from exploitations, license public performance rights, authorize arrangements, adaptations and other changes, initiate, prosecute and settle claims, and claim and collect industry awards. Company shall have the right to assign the Administration of the Works to a third party administrator and have such third party administrator account to Licensor directly.

5. Payments: Payments will be based on actual money received by Company after the deduction of transaction fees. Company agrees to render accounting statements to Licensor, as to amounts due Licensor, if any, on a monthly basis on or around the fifteenth (15th) day of the month, for Royalties earned during the preceding month. This accounting period may be changed from time to time in Company's sole discretion. No payment will be due unless the Works are actually used and payments are received by Company. In the event that the Works are used, Licensor will be paid after Company receives such payment. Payments to Licensor from Company will be made monthly via electronic methods such as Direct Deposit, or PayPal. In the event that electronic methods are not available or accessible, Licensor will be paid via check or wire transfer. Licensor will be responsible for any transaction fees associated with Payments. Payment methods may change at Company's discretion, but Licensor will be notified in the event of any such change.

In the event any license fee related to any licensed use, other than Self-Productions, is sent to Licensor instead of Company, then Licensor warrants and represents that it shall forward copies of all statements (including, without limitation, performance royalty statements) for the Works along with any and all payments due to Company for its share of royalties that are derived from any and all licensed uses. For clarification, payment to Company shall be all actual monies received by Licensor after deduction of Licensor's Direct Order Receipt royalty percentage (defined in Section 3). Such statements and payments must be sent to Company within thirty (30) days of Licensor's receipt of such payment, and shall be subject to Company's right of audit described below. Company shall have the right to audit Licensor's books and records with respect to all royalties and statements issued to Licensor that are related to a licensed use of the Works; provided, however, that Company shall have no such audit right with respect to Self-Productions. Timely payment of Company's share of royalties received by Licensor is of the essence of this Agreement.

For U.S. residents, Licensor must complete, sign and submit to Company a W-9 form prior to

any payments from Company to Licensor. If Licensor is a non-U.S. resident, Licensor must complete, sign and submit to Company a W-8BEN form prior to any payments from Company to Licensor.

6. Term and Termination: (a) The term of this Agreement shall be for three (3) years from the Effective Date (the "Initial Period"). The term shall automatically renew for additional three (3) year periods (each a "Renewal Period"), unless either party decides to terminate this Agreement by providing the other party with written notice at least thirty (30) days before the end of the Initial Period or Renewal Period, as applicable, (the Initial Period and any Renewal Period(s) are individually and collectively referred to as the "Term"). Upon termination, Company will discontinue pitching and marketing the Works to Company's clients and will use commercially reasonable efforts to remove the Works from Company's digital outlets within one (1) year from the effective date of termination. Any outstanding sub-company and/or third-party agreements will last until their expiration; all perpetual license grants will continue indefinitely. After termination, Company will have a post-term collection period of three (3) years ("Collection Period") and thus retains the right to collect any fees, payments and royalties, as stated in paragraph 6(b), during the Collection Period related to any and all Secured Uses that come as a result of Company's efforts during the Term. (b) Any payments from licenses secured by Company during the Term will continue to be collected and paid out per the terms of this Agreement ("Secured Uses"). Company will not be responsible for destroying or revoking any physical copies of the Works distributed during the Term. (c) Licensor covenants and agrees that Licensor shall refrain from committing any of the following acts with respect to the Works from the Effective Date until the end of the Term without Company approval: (i) sell, contract to sell, convey, assign, lease, lend, transfer or in any other way alienate all or any portion of the Works, including the monies derived therefrom, (ii) pledge or in any other way encumber all or any portion of the Works, including the monies derived therefrom, and/or (iii) request any advance or other payment from any party in connection with the Works. (d) Company does not retain ownership of the Works.

7. Territory: The "Territory" for this Agreement is The Universe.

8. Marketing: Licensor grants to Company the right to stream the Works on Company's website and in any other physical or digital promotional method or medium that Company deems fit. Licensor grants Company the right to allow Company's clients to download the Works for purposes of promotion and licensing exploitation. Licensor grants Company the right to use Licensor's name for solicitation of the Works. Licensor also grants the Company and Company's clients the right and ability to use the names, likenesses, voices in the Works and biographical information of those associated with the Works for purposes of promotion and exploitation. Nothing in this Section 8 shall serve to limit or restrict the scope of rights granted to Company in Section 1 above.

9. Editing: Licensor grants the right to Company and its clients to edit and/or reproduce the Works in any way they may see fit with regards to a particular use and/or project or preference. Nothing in this Section 9 shall serve to limit or restrict the scope of rights granted to Company in

Section 1 above.

10. Additional Requirements/Limitations: (a) Company reserves the right to set the licensing fees for the Works and to negotiate fees wherever applicable in Company's sole discretion. (b) Company has no obligation to pitch or solicit the Works. (c) In the case of an exclusive opportunity for the Works, Licensor will be contacted for specific approval and Licensor agrees that approval will not be unreasonably withheld. (d) Any Works that include non-original footage may be submitted on a case-by-case basis upon request to Company. This request should include full details on the origination of any included footage. (e) For any Works subject to credit/attribution obligations, Licensor shall notify Company in writing of such obligations prior to delivery of such Works to Company. (f) No casual or inadvertent failure by Company or its licensees to give credit to Licensor or any other Person (defined below) shall constitute a breach of this Agreement nor shall such act or omission entitle Licensor to any equitable relief with respect to Company or its licensees.

11. Assignment: During the Term and Collection Period, Company may freely assign this Agreement. During the Term, Licensor may only assign this Agreement, with written notice to Company, to a corporation or other entity of which a majority interest is owned or controlled by Licensor.

12. Warranty: Licensor warrants and represents that: (a) Licensor has, and will continue to, own the full right, title, interest and copyright in and to the Works, and any parts therein; (b) Licensor has the full and exclusive right, power and authority to enter into, to grant the rights granted and perform this Agreement, including without limitation, the right to allow Company to grant all types of licenses as described herein, including but not limited to, synch licenses, performance licenses, membership license deals and blanket licenses (c) The Works are original and neither the Works nor any of their contents, nor any other materials or any elements or parts thereof or other materials to be delivered to Company hereunder, nor any use thereof by Company, nor the exploitation by Company of any of its rights hereunder, shall violate or infringe upon the copyright, literary, privacy, publicity, trademark, service mark or any other personal or property right of any Person, nor shall same constitute a libel or defamation of any person whatsoever nor violate any laws, statues, ordinance, rules or regulations of any country, state, city or other political entity having jurisdiction; (d) All Persons connected with the production of the Works, other than Licensor, including all other Persons whose names, voices, photographs, likenesses, performances, works, services and materials have been used in the Works, have authorized the use of their names, voices, photographs, likenesses, performances, works, services and materials in the Works and any related biographical data in connection with the exploitation of the Works by Company as described in this Agreement ("Person" means any natural person, business, legal entity or other group of organized persons or entities); (e) There are no current or pending legal claims, lawsuits, liens, loans, judgments and/or other encumbrances against Licensor with regards to the Works or the subject matter of this Agreement; (f) The Works are non-union and do not violate the rules, regulations and requirements of any union or guild having jurisdiction, nor is any Person included in and/or associated with the Works entitled to any benefits that may arise out of being affiliated with a union or guild; (g) Licensor is

responsible for, has obtained authorization or otherwise cleared (in writing) and paid all sums due and payable necessary to secure the rights required for (i) the production and release of the Works, as described herein, in all formats, including, without limitation, securing all necessary and customary consents, permissions and approvals for incorporation into the Works of the material, locations, artwork, logos, trademarks, names, likenesses, and/or biographies of all Persons depicted or displayed in the Works (collectively, "Materials") and making payment of all fees and royalties due pursuant to such Materials along with any moral rights obligations other than public performance royalties, and (ii) advertising, promoting, publicizing and otherwise exploiting the Works in any and all media now or later known; without limitation of the foregoing, broadcasting, transmitting or otherwise using and performing portions or excerpts from the Works in any and all media; and (h) No portion of the Works is subject to any credits/attribution obligations, other than those requirements and restrictions disclosed to Company in writing prior to delivery to Company of any such Work.

Upon request, Licensor shall promptly furnish Company with copies of all licenses, agreements and/or other materials Licensor is required to have pursuant to the terms of this Agreement, including without limitation, those required under this Section 12. Notwithstanding the foregoing, if Company, in its sole discretion, pays any amounts to address clearance or ownership concerns or other concerns with respect to the Works, then without limiting Company's other rights and remedies, such amounts shall be deemed a pre-payment of Licensor's royalties due hereunder, and shall be chargeable against and recoupable from any and all monies otherwise payable to Licensor hereunder or any other agreement between Company and Licensor.

13. Warranty Disclaimers and Limitation of Liability: (a) Disclaimers of Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE QUALITY, PERFORMANCE, TIMELINESS OF THE SERVICES OR THE AMOUNT OF ROYALTIES WHICH MAY ACCRUE FROM THE EXPLOITATION OF THE WORKS, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (b) Limitations of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO LICENSOR UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR BUSINESS INTERRUPTION. IF COMPANY IS FOUND LIABLE FOR ANY BREACH OF THIS AGREEMENT, LICENSOR'S DAMAGES SHALL BE LIMITED TO AMOUNTS PAID TO LICENSOR BY COMPANY UNDER THIS AGREEMENT.

14. Indemnity: Licensor agrees to indemnify, defend, and hold Company (including its affiliates, successors and assigns, directors, officers, employees and agents) harmless from and against any and all claims, losses, liabilities, damages and expenses, including but not limited to reasonable attorney's fees and court costs, arising out of or in connection with the use of the Works or out of Licensor's breach of this Agreement.

15. Entire Agreement/Governing Law: This Agreement constitutes the entire agreement

between Licensor and Company and can only be modified or amended if mutually agreed upon in writing by both parties. This Agreement shall be governed by the laws of the State of Oregon. The parties expressly consent to the exclusive personal jurisdiction of the courts of municipal, state and federal courts located in the County of Lane, State of Oregon over any and all disputes arising under this Agreement.

16. Additional Provisions: (a) The parties are and intend to be independent contractors with respect to the services contemplated hereunder. No form of employment, joint venture, partnership, or similar relationship between the parties is intended or hereby created. (b) Licensor agrees not to hire or solicit for employment any employee(s) or non-Licensor contractor(s) of Company during the Term and Collection Period, unless otherwise agreed in writing by Company. (c) The headings that are made in this Agreement are provided for the purpose of convenience only and shall not be construed in interpreting the provisions contained in this Agreement. (d) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Delivery of an executed signature page to this Agreement by PDF or virtual signature services (such as DocuSign) shall be effective to the same extent as if such party had delivered a manually executed counterpart.

“LICENSOR”

FILMPAC INC “COMPANY”

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Address:

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