

Sample All-Rights Distribution Agreement Between Producer and Distributor

XXX DISTRIBUTOR **DISTRIBUTION RIGHTS AGREEMENT**

This Distribution Rights Agreement (the "Agreement") is effective as of [Month] , __, 20__ (the "Effective Date"), by and between XXX ("Distributor"), and YYY Productions, ("Licensor"), with regard to the motion picture entitled "ABC" (the "Picture").

1. GRANTED RIGHTS:

(a) Licensor hereby exclusively and irrevocably (subject to the terms and conditions herein) grants to Distributor throughout the License Period (as defined below) and the Licensed Territory (as defined below) all distribution and exploitation rights of every kind in and relating to the Picture including, without limitation, the sole and exclusive right, license and privilege under copyright to, and to authorize, license and sublicense others to exhibit, distribute, transmit, reproduce, manufacture, publicly display, project, publicly perform, advertise, promote and otherwise exploit the Picture (including clip and footage licenses related to the Picture) in any and all media or medium, now or hereafter devised, by all means of transmission and delivery, now known or hereafter devised, in all languages, and in all versions, including, without limitation, all forms of theatrical and non-theatrical exhibition, ancillary exhibition (e.g., airlines, ships and military bases), all forms of home video (including but not limited to electronic sell through and rental, videocassettes, DVDs and CD-ROMs), all forms of television exhibition (including but not limited to free television, basic and pay cable, pay per view, and all forms of on-demand), and all means of digital exhibition including without limitation broadband, mobile, internet streaming, and on-line transmission and delivery (collectively, the "Granted Rights"). The parties agree that the Granted Rights shall include the right to advertise and promote the Picture in the Licensed Territory (and if the Licensed Territory hereunder is not worldwide, then non-exclusively worldwide with respect to advertising and promoting on the Internet, provided that any such Internet or on-line promotion, or promotion by similar technologies/mediums which are accessible outside the Licensed Territory, shall limit the display of clips and trailers of the Picture to no more than three (3) minutes in length) in any manner or media, now known or hereafter devised, including, without limitation, the right to use and license others to use Licensor's name and the title of, trailers created for and excerpts from the Picture (including audio portions only) and the name, voice and likeness of and any biographical material furnished by Licensor concerning all main cast and key crew (including the producers of the Picture) appearing in or connected with the Picture for the purpose of advertising, promoting and/or publicizing the Picture, the Distributor, the licensee, and/or the program service on which the Picture is exhibited, subject to any reasonable and customary third party contractual restrictions of which Licensor has notified Distributor in writing as part of Delivery (as defined in Paragraph 9(b) below). As between Licensor and Distributor, all rights of exploitation of the Picture which do not involve the distribution or exhibition of the Picture or excerpts thereof (the Reserved Rights"), including, without limitation, soundtrack album, music publishing, novelization or other publication rights are hereby reserved to Licensor.

Distributor acknowledges that Licensor has employed a third party television sales agent for the purposes of television sales in the United States. Until the date that is three (3) months from the Effective Date of this Agreement (the "Television Sales Holdback"), Distributor shall not solicit

television sales. Licensor agrees that it shall terminate effective the end of Television Sales Holdback, any and all third party television sales representation and that Distributor shall have the sole right to solicit and execute any television sales agreements.

(b) All sequel, prequel, remake and television production rights (e.g., episodic series, miniseries, and movies of the week) in connection with the Picture (each, a “Subsequent Production right”) shall be retained by Licensor but shall be deemed “frozen” (i.e., may not be licensed or exploited) until three (3) years after the U.S. Home Video release date.

(c) To effectuate the Granted Rights, Licensor shall execute concurrently herewith, the Instruction of Transfer attached as Exhibit A.

2. LICENSED TERRITORY: Worldwide (the “Licensed Territory”).

3. LICENSE PERIOD: Commencing as of the Effective Date and continuing for seven (7) years from the Delivery (as defined in clause 9(b) (the “License Period”).

4. PARTICIPATION IN NET RECEIPTS:

(a) Distributor agrees to pay to Licensor one hundred percent (100%) of Net Receipts. “Net Receipts” shall mean Gross Receipts after deduction for (i) payment to Distributor of the Distribution Fee as defined below in clauses 4.(a) 1-4; (iii) all costs and expenses incurred by Distributor in connection with the promotion, distribution and exploitation of the Picture, in any manner and media, including, without limitation, all manufacturing and packaging costs for HE Devices (as defined herein) (the “Distribution Expenses”). If the Picture is licensed for distribution as part of a package or library including other programming (e.g., via subscription video on-demand), Distributor shall evaluate the Picture individually and allocate a share of gross receipts derived therefrom and the related expenses to the Picture as Distributor determines in its good faith judgment based on the fair market value or usage of the Picture, as the case may be.

The “Distribution Fee” shall be an amount equal to:

1. 35% with respect to all forms of theatrical and non-theatrical rights;
2. 35% with respect to all forms of television rights;
3. 35% with respect to all forms of home video rights;
4. 35% with respect to all digital rights;
5. 50% with respect to all ancillary rights;

(b) “Gross Receipts” shall mean one hundred percent (100%) of all non-refundable amounts actually received by or credited to Distributor from the exercise of the Granted Rights after deduction for all refunds, credits, discounts, allowances, rebates and set-offs, and a provision for reserves against returns and credits (which such reserves shall not exceed twenty-

five percent (25%) of Home Video Device gross receipts, which shall be liquidated not less frequently than every twelve (12) months).

(c)

5. PAYMENT; ACCOUNTING:

(a) Commencing with the first calendar quarter in which gross receipts in respect of the Picture are received by Distributor and on a quarterly basis for two years and, thereafter, on a semi-annual basis, Distributor shall furnish Licensor with a reasonably detailed statement showing the gross receipts, distribution expenses, calculation of Net Receipts, and the amount, if any, due to Licensor with respect to such period. Each statement shall be delivered to Licensor at the address listed in the first paragraph of this Agreement within sixty (60) days after the end of any applicable period in which Gross Receipts are received and shall be accompanied by payment of any amounts due to Licensor in U.S. dollars, subject to all laws and regulations requiring the deduction or withholding of payments for income or other taxes payable by or assessable against Licensor. All statements shall be deemed true and accurate and conclusively binding upon Licensor if not disputed by Licensor in writing within eighteen (18) months after the delivery of such statement and if a formal legal action is not commenced by Licensor within one year after such written objection. For the avoidance of doubt, if a formal legal action is commenced by Licensor, all statements to which such claim pertains shall not be deemed binding upon Licensor until such claim is resolved.

(b) Licensor shall have the right, at its own expense (subject to the last sentence of this clause (b)), on at least thirty (30) days prior written notice to Distributor, to have a certified public accountant examine the books of account with regard to the exploitation of the Picture at Distributor's principal place of business during normal business hours, but not more than once annually and for not more than one consecutive thirty (30) day period during each annual period (provided that the books and records are timely made available to such auditor). Such right of examination shall be limited solely to inspection of books and records pertaining to the Picture (and no information related to allocations of revenues or expenses shall be redacted from such books and records) for the period three years prior to the date of the most recent statement provided by Distributor.

6. DISTRIBUTION AND MARKETING: Distributor shall have complete discretion and control as to the time, manner and terms of distribution, exhibition, licensing, exploitation, advertising and marketing of the Picture (including the unrestricted right to use sublicensees or subdistributors, except for the initial theatrical distribution of the Picture), including without limitation any decision to make the Picture available for video-on-demand exhibition day and date with the theatrical release of the Picture; provided, however, that Distributor shall consult with Licensor with respect to the marketing strategy for the initial theatrical release of the Picture, it being understood and agreed that Distributor's decisions shall be controlling with respect to all such matters. Distributor makes no guarantees, warranties or representations as to the amount of Net Receipts that may be derived from the Picture.

7. CREDITS:

(a) Distributor shall have the right, at its expense, to include its (or any of its affiliates, subdistributors, or licensees) names, logos, trademarks and/or emblems, in such manner, position and form as Distributor may elect and is customary in the motion picture industry (including a presentation credit), on all prints and copies of the Picture and on all advertising and publicity materials for the Picture, together with all appropriate text, as determined by Distributor in its sole discretion, indicating that the Picture is being distributed by Distributor.

(b) Distributor shall adhere to Licensor's contractual credit and paid advertising obligations to third parties and shall notify the licensees of Distributor with regard to such obligations, provided that Distributor receives timely written notice of such obligations and that such obligations are reasonable and customary in the motion picture industry. The casual or inadvertent failure by Distributor or the failure of any third party to comply with such obligations shall not be a breach hereof. Within a reasonable period following receipt of written notice from Licensor specifying the details of any failure by Distributor or any licensee of Distributor to comply with contractual credit or paid advertising obligations, Distributor will notify any applicable licensee regarding such failure and will take such steps as are reasonably and economically practicable to cure such failure prospectively with respect to copies of the Picture not yet made and advertisements for the Picture issued by or under the control of Distributor which have not yet been placed.

8. COPYRIGHT: The copyright in the Picture will be held by Licensor, and Licensor shall register, renew, extend and protect such copyright in Licensor's name for the maximum period of time allowed by law and furnish Distributor with copies of such registrations. If Licensor fails to do so, Distributor shall have the right to register the copyright in Producer's name in the U.S. Copyright Office, the cost of which shall be a Distribution Expense. In addition, Distributor shall have the right, subject to prior consultation with Licensor, to take such steps and to institute such suits and proceedings as Distributor may deem necessary or advisable to protect the copyright in the Picture and its elements and to prevent any infringement of the Granted Rights, all of which costs shall be deemed Distribution Expenses, provided that any and all recoveries shall be included in the gross receipts for purposes of calculating Net Receipts. Licensor shall have the right to participate in any such legal proceedings with counsel of its choice at its expense. In connection with the foregoing, Licensor hereby irrevocably appoints Distributor as its attorney-in-fact with the full power to execute any and all documents as may reasonably be required consistent with the terms of this Agreement. This appointment shall be a power coupled with an interest. Distributor shall provide copies to Licensor of any material documents executed by Distributor pursuant to such power of attorney.

9. DELIVERY:

(a) The Picture shall: (i) be an original sound motion picture, photographed in color using 35mm, with an aspect ratio of 2.35:1, in the English language; (ii) have a running time (including main and end titles) of approximately one hundred (100) minutes in length; (iii) be the version that was screened for _____ and (iv) be directed by _____, written by _____, produced by _____, and starring _____.

(b) Licensor agrees that time is of the essence with respect to Delivery and that Delivery shall occur no later than [Month] __, 20__ (the "Delivery Date"). The "Delivery" of the Picture shall mean (i) delivery of, at Distributor's cost and expense (subject to the following sentence), or access to the Picture and all items listed on the Delivery Schedule attached hereto as Exhibit B (the "Delivery Schedule") of a technical quality acceptable to Distributor (such acceptance not to be unreasonably withheld or delayed) that Distributor has ordered from Licensor (the "Delivery Materials") to the address specified by Distributor or to an appropriate laboratory (provided that Distributor has received an executed laboratory access letter in the form attached to the Delivery Schedule). Prior to the delivery or creation of any Delivery Materials in connection with the Delivery of the Picture, Licensor shall provide the applicable price list to Distributor and Distributor shall pre-approve all such delivery costs and expenses to be paid by Distributor prior to Licensor effecting Delivery hereunder, which costs and expenses shall be recouped by Distributor as Distribution Expenses. If Distributor notifies Licensor of any Delivery deficiencies, then Licensor shall have ten (10) business days within which to cure all such delivery deficiencies. If Licensor fails to timely deliver the Picture or to cure any delivery deficiencies within the aforesaid cure period, then Distributor may at its election (A) secure acceptable replacements for the deficient Delivery Materials and charge such costs as Distribution Expenses or (B) terminate this Agreement upon written notice to Licensor, in which event any Advance paid to Licensor prior thereto shall be repaid to Distributor in full. Unless Distributor elects to terminate this Agreement, under no circumstance shall Licensor be relieved of its obligation to make complete Delivery nor shall Distributor be deemed to have waived any Delivery requirements. Acceptance by Distributor of less than all of the Delivery Materials and/or release of the Picture by Distributor prior to delivery of all of the Delivery Materials shall not be deemed to relieve Licensor of its obligations to Distributor pursuant to the warranties and indemnification provisions of this Agreement.

(c) Upon the expiration of the License Period, in accordance with Licensor's written instructions and at Licensor's sole cost and expense, Distributor shall deliver or destroy the Delivery Materials provided by Licensor hereunder and any materials created in connection with the Picture by Distributor (other than customary archival materials for the internal use of Distributor).

10. EDITING AND MODIFICATIONS: Distributor shall have the right to cut, edit, delete from, dub and subtitle the Picture as Distributor in its sole discretion shall determine is necessary: (a) to subtitle or dub the Picture as is customary for exploitation of the Picture; (b) to avoid legal liability; (c) to conform the Picture to meet the requirements of a governmental censorship authority or comply with local or national broadcast standards or any other applicable laws or standards (including obscenity laws or standards); (d) to create closed caption versions; (e) to insert bugs, advertising, sponsorships or other commercial materials (including, without limitation, such promotional and commercial material that may run concurrently with the end credits); (f) to squeeze and compress the film and the credits in a manner which is then current in the motion picture and television industries; (g) to create promotional materials; and (h) to create and license clips from the Picture in a manner which is customary in the motion picture and television industries, and/or to authorize any person to do the foregoing. With respect to any editing of the Picture for the purposes set forth in clauses (b) or (c), or in any manner other than as described in this Paragraph, such editing shall be subject to the written approval of Licensor, provided that if Licensor has failed to respond to Distributor within 5 business days after receipt of Distributor's notice of requested editing or if Licensor accepts such offer but is not ready and willing to do so when reasonably required by Distributor, such editing shall be deemed approved and Distributor shall have the right to make such edits or to cause a third party to make such edits.

11. DEFERRED FEES; RESIDUALS: The calculation and payment of any and all residuals, deferred fees and/or third party participations shall be the responsibility of Licensor alone. The Picture is not under the jurisdiction of any guild and Distributor shall have no guild residual obligations.

12. SECURITY INTEREST: As security for the rights and entitlements of Distributor hereunder, Licensor hereby grants and assigns to Distributor a mortgage of copyright and a continuing security interest in all of Licensor's right, title and interest in and to the Granted Rights hereunder and all proceeds thereof. Licensor agrees to execute all such documents as Distributor may reasonably require in order to effectuate the security interest, including the Mortgage of Copyright and Power of Attorney attached hereto as Exhibit C.

13. LICENSOR DEFAULT: At Distributor's option and upon written notice given to Licensor, Distributor shall have the right to terminate this Agreement and shall be entitled to immediate repayment of all out-of-pocket costs incurred by Distributor in connection with the Picture and may declare all obligations hereunder due and owing and may proceed to enforce payment and performance by Licensor and exercise all of Distributor's rights and remedies at law or equity, if (i) Licensor breaches any material covenant, agreement or obligation under this Agreement and fails to cure such breach within forty-eight (48) hours after receipt of written notice from Distributor (except such right to cure shall not apply to Licensor's failure to timely deliver the Picture by the Delivery Date in accordance with Paragraph 9(b)); (ii) any representation or warranty made by Licensor is untrue or incomplete in any material respect on or as of the date made; or (iii) Licensor becomes insolvent or a petition under any bankruptcy or insolvency law shall be filed by or against Licensor or any property of Licensor is attached and such attachment is not released within 30 days or if Licensor executes an assignment for the benefit of creditors or if a receiver, custodian, liquidator or trustee is appointed for Licensor. Without limiting any other remedies available to it hereunder or by law, Distributor shall have

the right to withhold and reserve from any monies whatsoever payable to Licensor hereunder, sums reasonably sufficient to secure Distributor from and against Licensor's liabilities or the material breach of any of its obligations under this Agreement.

14. REPRESENTATIONS. WARRANTIES AND INDEMNITIES: Licensor hereby represents and warrants that (i) it has the full right, power and authority to enter into this Agreement and to grant the rights granted herein, (ii) Licensor owns or controls all rights in and to the Picture and in and to all literary, dramatic and musical material included therein required for Distributor to exercise the Granted Rights, without any lien, claim or other encumbrance thereon, (iii) all musical compositions and/or performances of musical compositions contained in the Picture have been licensed for in- context use, out-of-context use (including use in advertising and publicity of the Picture and the DVD menu)) in all media, now known, worldwide, for the duration of the License Period, and no additional payment for the use of any such composition or performance shall be required except for payment of the applicable performance rights fees to ASCAP, BMI or SESAC, if applicable, and payment of new use or re-use fees in connection with master recordings, if applicable, (iv) all licenses of any material licensed for use in connection with the Picture contain language to the substantive effect that the licensor of such material has not and shall not commit any act likely to prevent or hinder the full enjoyment of the rights that are licensed hereunder, (v) no part of the Picture nor the exhibition, distribution, exploitation, promotion or other use of the Picture by Distributor or its licensees will violate or infringe upon any rights of any third party, (vi) there are no guilds or unions that may claim jurisdiction over the services to be rendered hereunder and no collective bargaining agreements covering the Picture, and (vii) there is no action, suit, claim or proceeding pending, affecting or threatened against the Picture, its producers, Licensor or any distributor of the Picture. Licensor shall indemnify, defend (at Distributor's election), and hold harmless Distributor and its officers, agents, employees, affiliates, licensees and assigns from and against any and all claims, damages, liabilities, costs and expenses, including reasonable outside attorneys' fees and disbursements, arising out of (A) any breach or, in connection with a third party claim, alleged breach of any representation, warranty, covenant or agreement made by Licensor herein, (B) the exercise by Distributor of the Granted Rights in accordance with this Agreement, or (C) the violation or infringement of the rights of any third party as a result of the exhibition, distribution, exploitation, promotion or other use of the Picture by Distributor or its licensees in accordance with this Agreement.

15. INSURANCE: Licensor shall (at its own cost and expense) provide and maintain, in full force and effect for a period of three years from Delivery, a liability insurance (errors and omissions coverage) policy or policies that covers any and all claims arising out of or relating to errors and omissions related to media liability for the Picture and the title thereof with a deductible of no more than \$10,000 and with minimum limits of at least \$1,000,000 for any claim arising out of single occurrence and \$3,000,000 in the aggregate for the Picture. Licensor shall name Distributor, its parent, affiliates, subsidiaries, assigns and licensees as now or hereafter may exist as additional insureds on such policy.

16. MISCELLANEOUS:

(a) Distributor shall have the right to assign its rights and obligations hereunder to any third party and shall be relieved of its obligations to the extent they are assumed in writing by (i) any purchaser of all or substantially all of its stock or assets, (ii) any entity into which it is merged, consolidated or combined, (iii) any mini or major studio, or (iv) any affiliate of Distributor. Distributor shall have the right to assign its rights and obligations hereunder to any other third party not listed in clauses (i) through (iv) above, provided that Distributor shall remain primarily liable to Licensor for its obligations hereunder unless prior written approval of such assignment and assumption of Distributor's rights and obligations is obtained from Licensor. Licensor may not assign this Agreement or any of its rights or obligations hereunder, other than its right to receive monies hereunder, without the prior written approval of Distributor (not to be unreasonably withheld).

(b) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF XYZ APPLICABLE TO CONTRACTS MADE AND WHOLLY PERFORMED THEREIN WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW. EACH PARTY HEREBY CONSENTS TO THE JURISDICTION OF ANY STATE OR FEDERAL COURT LOCATED IN THE STATE OF ILLINOIS, CITY OF CHICAGO.

(c) Licensor agrees that its rights and remedies in the event of any breach of this Agreement by Distributor will be limited to the right, if any, to recover money damages in an action at law, and in no event will Licensor be entitled by reason of any such breach to seek injunctive or other equitable relief or to enjoin or restrain the distribution, exhibition, advertising or any other means of exploitation, of the Picture or the Granted Rights, except to the extent the Distributor exceeds the scope of the Granted Rights.

(d) This Agreement may not be amended nor any provision waived except in writing signed by the parties hereto. This Agreement contains the full understanding of the parties with respect to the subject matter hereof and supersedes any and all previous agreements between the parties. Each party acknowledges that it is entering into this Agreement in reliance only upon the provisions herein set forth, and not upon any representation, warranty, covenant, agreement, obligation or other consideration nor set forth herein.

(e) All notices from either party to the other in connection herewith shall be given in writing by international courier, messenger, facsimile or personal delivery, addressed to the parties as first set forth above. The earlier of (i) actual receipt (ii) five days after the date of the receipt from an International courier, and (iii) the date of messengering, faxing (providing there is an electronic "answerback") or of personal delivery shall be deemed to be the date of service.

(f) This Agreement is comprised of this document as well as Exhibits A, B and C and Schedules 1 and 2, all of which Exhibits and Schedules are incorporated by this reference.

By signing in the places below, Distributor and Licensor accept and agree to all the terms and conditions of this Agreement as of the date of execution.

YYY PRODUCTIONS

XXX DISTRIBUTION

By: _____

Name

Title

Date Signed _____

By: _____

Name

Title

Date Signed _____

DELIVERY MATERIALS

I: OVERVIEW:

- A. DELIVERY MATERIALS:** The film and sound elements shall conform to the final edited version of the Picture and shall be in the same ratio of camera picture images in which the Picture was photographed.
- B. ACCESS:** Distributor shall be given written notice of the location of each item or group of items listed below, and all other items related to the Picture, and provided a fully executed laboratory access letter in the form of Schedule 1 attached hereto ("Lab Access Letter"). The word "access" as used herein shall mean the ability to use the applicable Delivery Materials for all purposes permitted under this Agreement.
- C. ACCEPTANCE:** Acceptance by Distributor of less than all of the following Delivery Materials and/or release of the Picture by Distributor prior to delivery of all of the following Delivery Materials shall not be deemed to relieve Licensor of its obligations to Distributor pursuant to the warranties and indemnification provisions of the Agreement to which this Exhibit is attached. No waiver of delivery of any such Delivery Materials shall be binding unless in writing signed by Distributor, including by written acceptance of the Delivery Materials by Distributor.
- D. PRINTING REQUIREMENTS:** 35mm release materials must be printed on Kodak Premiere stock using the ENR process.

II: PHYSICAL MATERIALS

- A. FILM ELEMENTS:** Distributor shall have an inspection period of thirty (30) days to commence upon complete physical delivery of all elements listed below to Distributor and/or a facility designated by Distributor.
 - 1. Answer Print: Access to one (1) 35mm composite answer print of the Picture, fully timed and color corrected, manufactured from the original picture negative and optical soundtrack negative, with key numbers embedded on edge of film, fully titled, in perfect synchronization with photographic action and in all respects ready and suitable for projection.
 - 2. Internegative: Access to one (1) 35mm internegative of the Picture manufactured directly from the interpositive and which shall be ready in all aspects to serve for the making of release prints. The internegative must be Ester stock.
 - 3. Optical Soundtrack Negative: Access to one (1) 35mm fully mixed and recorded original optical soundtrack negative of the Picture prepared for printing in perfect synchronization with picture action. If the final

soundtrack has been recorded in DTS, SDDS and/or Dolby Digital (SRD) digital sound, the proper time code and/or encoding must also be on the optical soundtrack negative.

4. Check Print Feature: Delivery of one (1) 35mm composite, spliceless check print, manufactured from the internegative and optical soundtrack negative in all respects ready and suitable for projection.
5. Textless Material Feature: Access to one (1) 35mm interpositive and one (1) 35mm internegative of all textless background materials to the main, credit, insert and end titles or any scenes containing superimposed titles.

B. SOUND ELEMENTS:

1. 2-Track Printmaster Feature: One (1) 2-track stereo printmaster (SVA format — Dolby SR) recorded on DA-88 or DVD-R as WAV or AIFF files. Other formats must be approved in writing by Distributor's Feature Post Production Department.
2. 6-Track Printmaster Feature (5.1): One (1) 6-track printmaster recorded on DA-88 or DVD-R as WAV or AIFF files . This should be Dolby SRD encoded with the following audio configuration: left/left surround /center/right surround/right/LFE.
3. Stereo DME Feature: One (1) mono/stereo master with separate dialogue, music and effects tracks delivered on DA-88 or DVD-R as WAV or AIFF files. Record in the following format: 6-track - track 1 dialogue; tracks 2 and 3 left/right stereo music; tracks 4 and 5 left/right effects; and track 6 additional vocal effects and music (e.g., laughs, giggles, coughs, sneezes, burps, snorts, screams on screen, lyrics performed by cast, foreign dialogue, etc.).
4. 2-Track M&E Feature: One (1) 2-track stereo Music and effects (SVA format — Dolby SR) recorded on DA-88 or DVD-R as WAV or AIFF files. Other formats must be approved in writing by Distributor's Feature Post Production Department. This track must contain fully filled sound effects (including those recorded during photography and those added subsequently), Foley, and music, but minus the dialogue. The M&E shall be completely cut, edited and assembled to be in synchronization with the original picture negative.
5. 6-Track M&E Feature (5.1): One (1) complete 6-track music & effects ("M&E") recorded on DA-88 or DVD-R as WAV or AIFF files and Dolby SRD encoded for use in the preparation of foreign language synchronized versions. This track must contain fully filled sound effects (including those recorded during photography and those added subsequently), Foley, and music, but minus the dialogue. The M&E shall be completely cut, edited and assembled to be in synchronization with the original picture negative. The M&E track shall have the following audio configuration: left/left surround/center/right surround/ right/LFE.

6. Stems: Delivery of separate (dialogue, music and sound effects) final mix “stem” masters with the following audio configuration of left/left surround/center/right surround/ right/LFE.

C. VIDEO MASTERS: All video masters should be created as downconversions from High Definition masters that were manufactured from the timed wetgate Interpositive and Printmaster. All Standard definition masters will be accepted in PAL.

1. HD 16x9: One (1) individually manufactured (conversions not accepted) HDCAM SR 1080p 23.98 PsF videotape 16x9 version (1.78, 1.85 and/or 2.35 OAR) from film-to-tape transfers, utilizing the timed wetgate 35mm IP (struck from the finished original negative) and the appropriate 6 track on channels 1-6 and stereo composite track on channels 7 & 8 and stereo M&E on channels 9 & 10. Textless main and end titles and any textless inserts should be added thirty (30) seconds after the end of program.
2. Digibeta NTSC 16x9: One (1) individually manufactured Digibeta NTSC videotape original 16x9 OAR Anamorphic down-converted from the HD master and the appropriate stereo composite track on channels 1 & 2 and stereo M&E on channels 3 & 4. Textless main and end titles and any textless inserts should be added 30 seconds after the end of program.
3. DLT: If a final DVD has been created, access to the master DVD or DLT is required.

D. ADDITIONAL MATERIALS:

1. Combined dialogue action continuity and spotting list: Delivered for the Picture and any trailers created for the Picture containing all spotted dialogue, narration, sound vocals, all opening titles and complete end credits appearing in the Picture, as well as cut-by-cut description of the action of the Picture in its final form, with footage and frame counts showing footage in, footage out, and total duration of each line of dialogue. Distributor acknowledges that the translation delivered by Licensor is acceptable for subtitling feature materials in English.
2. “Making Of”: If available, an approved “Making Of” program shall be edited, mixed and delivered on a HD format or NTSC Digibeta with all necessary clearances.
3. Deleted or Alternate Scenes & Bonus material including Audio Commentaries for DVD, VOD, etc.: If available, should be edited, mixed, and delivered on an HD format or NTSC Digibeta with all necessary clearances.
4. Website: If available, access to all existing website files and online content created by the Producer with all necessary clearances for Distributor’s use.

5. Close Caption files: If available, must be in sync with final delivered video masters.
6. Access to French language tracks and subtitling files, if when available, subject to an access fee if necessary.
7. Subject to the terms of the Spanish distributor, access to Neutral Spanish (from Spain) tracks and subtitling files, if and when available, subject to an access fee if necessary.

E. PUBLICITY MATERIAL:

1. Still Photographs: Licensor shall deliver the following still photographs, if available:
 - (a) Color: Minimum 86 photos shall be provided as hi-res digital images (18-20 meg Tiff or similar file). All images must be approved for Distributor's use in all media, world wide, in perpetuity.
 - (b) Special Photography: Intentionally deleted.
2. Photo Identifications and Clearances:
 - (a) Identifications: Each photograph shall contain notations or a separate written statement identifying the persons and subject matter depicted therein.
 - (b) Clearances: Licensor shall deliver a statement indicating the parties who have the right to approve still photographs taken in connection with the Picture, including excerpts of the contractual requirements, and all necessary approvals shall have been obtained and delivered for each photograph delivered.
 - (c) Photographer credit: Each photograph shall be identified with photographer credit and any copyright that applies.
3. Publicity Materials:
 - (a) Written Press Materials: Digital files and paper copies of written press materials, including biographies (cast, producers, directors, writers and key crew), production information, interviews with actors and other persons connected with the Picture, feature stories and news releases.
 - (b) B- Roll Footage: All featurettes and B-Roll behind-the-scenes footage of actors and filmmakers working, if available.
 - (c) Electronic Press Materials: Electronic press materials prepared by the Producer, including interviews with the actors and other persons

connected with the Picture shall be delivered on digibeta, if available.

- (d) Other Materials: All other available publicity materials prepared by the Producer in connection with the Picture, including publicity activity reports, tear sheets and television excerpts of interviews related to the Picture.

4. Advertising Materials:

- (a) Key Art: The original artwork created by the Producer shall be delivered as a high-resolution Photoshop layered file on disk.
- (b) Billing Block: The final approved billing block created by the Producer for posters, video packaging, paid advertising and trailers, approved by all parties, as well as high resolution digital files of all logos contractually required to be included.
- (c) TV and Radio spots: Access to available TV, radio, or other promotional segments created by the Producer related to the Picture and cleared for Distributor use.

F. TRAILER ELEMENTS: All trailer elements should be delivered if available.

- 1. HD Trailer Video Master of Trailer: One (1) individually manufactured (conversions not accepted) HDCAM SR 1080p 23.98Psf videotape 16x9 version (1.78, 1.85 and/or 2.35) from film-to-tape transfers, utilizing the timed wetgate 35mm IP (struck from the finished original negative) and the appropriate 6 track on channels 1-6, stereo composite track on channels 7 & 8 and stereo M&E on channels 9 & 10. **Textless sections** should be added thirty (30) seconds after the end of program.
- 2. Digibeta NTSC 16x9 Anamorphic Trailer Video Master of Trailer: One (1) individually manufactured Digibeta NTSC videotape original version letterbox (1.78, 1.85 and/or 2.35) downconverted from the HD masters and the appropriate stereo composite track on channels 1 & 2 and stereo M&E on channels 3 & 4. **Textless sections** should be added 30 seconds after the end of program.
- 3. 2-Track Printmaster of Trailer: Access to one (1) 2-track stereo printmaster (SVA format — Dolby SR) recorded on DA-88 or DVD-R as WAV or AIFF files. Other formats must be approved in writing by Distributor's Feature Post Production Department.
- 4. 6-Track Printmaster of Trailer: Access to one (1) 6-track stereo printmaster recorded on DA-88 or DVD-R as WAV or AIFF files. This should be Dolby SR encoded with the following audio configuration: left/left surround /center/right surround/right/LFE.

5. Stereo DME of Trailer: Access to one (1) mono/stereo master with separate dialogue, music and effects tracks delivered on DA-88 or DVD-R as WAV or AIFF files. Record in the following format: track 1 dialogue; tracks 2 and 3 left/right stereo music; tracks 4 and 5 left/right effects; and track 6 additional vocal effects and music (e.g., laughs, giggles, coughs, sneezes, burps, snorts, screams on screen, lyrics performed by cast, foreign dialogue, etc.).
6. 2-Track M&E of Trailer: Access to one (1) 2-track stereo Music and effects (SVA format — Dolby SR) recorded on DA-88 or DVD-R as WAV or AIFF files. Other formats must be approved in writing by Distributor's Feature Post Production Department. This track must contain fully filled sound effects, Foley, and music, but minus the dialogue. The M&E shall be completely cut, edited and assembled to be in synchronization with the original picture negative.
7. 6-Track M&E of Trailer: Access to one (1) complete 6-track stereo music & effects ("M&E") recorded on DA-88 or DVD-R as WAV or AIFF files and Dolby SR encoded for use in the preparation of foreign language synchronized versions. This track must contain fully filled sound effects, Foley, and music, but minus the dialogue. The M&E shall be completely cut, edited and assembled to be in synchronization with the original picture negative. The M&E track shall have the following audio configuration: left/left surround/center/right surround/ right/LFE.

III: LEGAL MATERIALS:

A. MUSIC ITEMS:

1. Music Cue Sheet: The music cue sheet in for the Picture incorporating all of the following customary information:
 - (a) Title of each music composition or cue;
 - (b) Name(s) of the composer(s) and lyricist(s), if any;
 - (c) Name(s) of the publisher(s) or copyright proprietor(s);
 - (d) Description of length of each use;
 - (e) Identification of the Picture; and
 - (f) Name of artist/performer(s) and owner(s) or licensor(s) of master recording if non-score music cues.
2. Musical Score: Intentionally deleted.
3. Music Contracts: Intentionally deleted.

4. Music Licenses: If the Picture and trailer contain any master recordings or outside copyrighted materials, then a signed copy of the applicable master use and/or publishing synchronization licenses for the music listed in the Music Cue Sheet (which shall include each music composition included in the Picture) and any other necessary permissions in a form customary in the music industry. Such contracts, licenses and permissions must convey to Producer the right to use the music, lyrics or recordings, as applicable, in the Picture and the Trailer, worldwide, in any and all media versions in perpetuity, without payment of any further compensation for the grant of such rights.
5. Out-Of-Context Music Clearance: A separate document indicating (a) the music in the Picture that has been cleared for out-of-context trailer use, if any, and (b) any additional music not included in the Picture, if any, that has been cleared for use in the trailer.
6. Other Music Documents: The following documents shall be required as part of Delivery:
 - (a) A statement indicating the type of each use of each music composition listed in the music cue sheet (e.g., whether background instrumental, visual instrumental, visual vocal, background vocal, or otherwise); and
 - (b) Licensors will use its best efforts to provide Distributor with a statement indicating all the available information concerning the identification of the performing rights societies that are connected to each musical composition listed in the music cue sheet.

B. CREDIT ITEMS: Licensors shall deliver the following items:

1. Titles: A list of the main and end title credits of the Picture as the list of credits appears exactly on the screen. Please provide one (1) hard copy and one (1) copy on a computer disc in MS Word.
2. Paid Advertising Statement: A statement of the paid advertising requirements for the Picture, including a top sheet which indicates the exact placement, wording and size of each paid advertising credit. The statement shall also set forth obligations to accord credit in paperbacks, on sound recordings and in videocassette/DVD packages, if any. The statement shall contain excerpts taken from the actual contracts with regard to (a) credit obligations, (b) name and/or likeness restrictions in connection with the advertising and/or publicity of the Picture, merchandising and promotional tie-ins, if any, (c) excluded ad tie-ins, if any, (d) artwork title tie-ins, if any, (e) likeness tie-ins, if any, and (f) other consultation rights, if any. If there are no paid advertising requirements, Licensors or Producer shall deliver a statement certifying that there are no such requirements.

3. Cast and Crew List: A list indicating the name, and if available, address, phone number and fax number for each key cast member and all technical personnel involved in the production of the Picture, subject to confidentiality laws.
4. Guild Approvals: No guild approvals are applicable.

C. E&O INSURANCE: Certificate of Insurance evidencing Licensor's Errors and Omission coverage in accordance with the requirements set forth in the Agreement. Policy shall have limits of at least \$1,000,000 with respect to one claim, \$3,000,000 with respect to all claims in the aggregate, and a deductible no more than \$10,000. Such policy shall include title and music coverage. The certificate shall name as additional insureds Distributor, and its officers and employees.

D. DOCUMENTS:

1. Chain-of-Title Documents:
 - (a) Underlying Rights Documents: One (1) copy of all contracts in their original language pertaining to the acquisition of the literary and/or screenplay material upon which the Picture is based, along with a statement from Producer in English certifying that all the necessary rights have been acquired.
 - (b) Copyright and Title Reports: One (1) copyright research report showing that Licensor has good clear title to the Picture and all underlying rights, One (1) title research report showing that the title of the Picture is available for use without infringing any other person or entity's rights.
 - (c) Form PA or CO: One (1) copy of the Certificate of Registration on Form PA or Form CO (if filed electronically) for the screenplay and for the Picture, which shall evidence registration in the name of Producer to the extent of its ownership interest in the copyright of the Picture, issued by the United States Copyright Office or a copy of the application submitted to the United States Copyright Office for filing. In connection with the foregoing copyright registrations, if the Copyright Registration Certificate has not yet been received from the Library of Congress, then Licensor shall deliver a copy of the application, along with a copy of the cover letter and check that accompanied the application, and shall deliver the Copyright Registration Certificate when received from the Library of Congress,
2. Literary Materials: One (1) copy of the final shooting script.
3. MPAA Documentation: Intentionally deleted.
4. Certificate of Origin Data Sheet: If applicable, the certificate shall be in the form issued by the applicable non-U.S. authority and shall contain

substantially similar information to that requested in Schedule 2 attached hereto.

5. Certificates of Authorship: A statement certifying that the screenplay has been written by the screenwriter.
6. Release of Liens: A statement signed by the Producer that no liens or security interests in connection with the Picture exist.

E. RESTRICTIONS:

1. A written statement of all dubbing and subtitling restrictions in contracts of cast members relating to replacement of any player's voice, including the dubbing of dialogue in a language other than the language in which the Picture was originally recorded, if any.
2. A written statement of all restrictions in contracts of cast, director, crew members and music performers relating to the use of their names and likenesses, if any.
- *3. A written statement of all restrictions/entitlements, if any, in contracts of cast, director, crewmembers and music performers relating to publicity (including any lodging, travel and accommodation provisions).
4. A written statement of all editing restrictions, if any.
5. A written statement of any contractual rights granted to any party to supervise or otherwise participate in the foreign dubbing and translations of the Picture, the video formatting, or other post-production or editing expenses.

F. OTHER AGREEMENTS:

1. A copy of the agreements with cast, talent and personnel listed in the billing block and main titles.
2. If available, releases from all persons identified by name or likeness in the Picture who do not have signed contracts, if any.
3. All licenses, assignments, releases and other written instruments regarding the rights in any material used in the Picture including but not limited to audio and/or visual clips, brand names, logos, product placement and works of art, all of which shall provide for all media and territories necessary to effect the terms of the Agreement.
4. License agreement for use of Dolby sound or Ultra Stereo sound.

G. RESIDUALS: Not applicable.

H. NEGATIVE COST STATEMENT: A statement of the final negative cost of the Picture in order for Distributor to be able to pay the fees for an MPAA rating, if necessary, which are based off of the negative cost of the Picture.

I PRODUCTION COMPANY FEDERAL ID#: Must be provided

Sample All-Rights Distribution Agreement Between Producer and Distributor

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CERTIFICATE OF ORIGIN DATA SHEET

Title: _____

Spanish Translation (if applicable):

Producer(s):

Production Company:

Director(s):

Cast:

Screenplay Writer:

Language of Original Version:

Country of Origin (if claiming
a certain nationality for the picture):

Location(s) of Principal Photography:

Year Principal Photography Completed: Location of Editing:

Copyright Holder:

Financiers:

Running Time in Minutes:

Length of Film in Feet:

Number of Reels:

Film Ratio: Sound Format: