[DAVE SNOCKEN FILMS LIMITED] ("Company") To:

From:

("we", "us")

"[THE PRICE OF SOUND]" (working title) ("Production")

In consideration of the Company's agreement to pay the sum of £[1] to us on demand and for other good and valuable consideration (the receipt and sufficiency of which we hereby acknowledge), we hereby irrevocably and unconditionally:

- grant to the Company and its affiliates, successors, assignees and licensees the right (but not the obligation) to film, photograph, record, reproduce or otherwise use [] (including all and any photos, names, signage, art, design, labels, logos, music, special effects, images, likenesses and any other material in connection therewith) ("Product") in perpetuity (or for the entire term of copyright and any and all extensions and renewals thereof under the applicable law) and throughout the universe, in whole or in part, as a prop, set decoration, in dialogue and/or in any other manner Company wishes, in and in connection with the production, distribution, exhibition and exploitation of the Production and in and in connection with the advertising, marketing, promotions, publicity, and other materials, for and/or related to the Production and any distributor of the Production, in any and all media, now known or hereafter developed, in all languages, and in any ancillary exploitation thereof free and clear of any and all claims for royalties, residuals or other compensation to you whatsoever (the rights granted in this paragraph being referred to herein as the "Granted Rights"). References to "Production" herein shall be deemed to include trailers, advertisements, promotional films and music videos, featurettes, documentaries and so-called "behind the scenes" programming;
- 2. release the Company, its affiliates, successors, assignees and licensees from any and all claims and demands arising out of or in connection with any exploitation of the Granted Rights including, without limitation, any and all claims relating to copyright or trade mark infringement, invasion of privacy, infringement of publicity rights, defamation, and any other personal and/or property rights (including, without limitation, moral rights which we confirm have been waived) in any part of the world and agree not to assert or maintain any such claim against the Company, its affiliates, successors, assignees and/or licensees at any time in the future;
- 3. waive in perpetuity all moral rights that we may have in or to the Product, whether arising under Sections 77 to 85 (inclusive) of the Copyright Designs and Patents Act 1988, as amended or otherwise;
- 4. undertake to do all further acts and execute all further documents as may be required to vest in or further assure to the Company the rights herein expressed to be granted to the Company;
- 5. acknowledge that we shall not be entitled to any further sums whatsoever by reason of the exploitation of the Production or other exploitation permitted hereunder;
- 6. confirm that: (i) we [are the sole and absolute owner of the copyright and all other rights and property in the Product and] have the [sole and absolute] authority to grant to the Company [(and the consent of no other person or entity is required for the Company to exercise)] the Granted Rights; (ii) the Company's exercise of the Granted Rights shall not violate or infringe any rights or interests of any third party (including, without limitation, moral rights); and (iii) we acknowledge that the Company has been induced to proceed with the production, distribution and exploitation of the Production in reliance upon this release letter;
- 7. acknowledge that the Company gives no guarantee that the production of the Production will proceed to completion or will include the Product.
- 8. acknowledge that any application to enjoin or restrain the production, distribution, exhibition, advertising or exploitation of the Production or any rights therein or derived therefrom would be excessively disruptive and unreasonably damaging to the Production and to the Company's and third parties' interests therein and we agree not to apply for any such relief and accept that the recovery of damages in an action at law will provide a full and appropriate remedy for any loss or damage incurred by us as a result of any breach of this release letter;
- 9. acknowledge that this release letter shall be binding upon, and shall inure to the benefit of, our heirs, executors, administrators, successors and assigns and that the Company shall be entitled to charge, assign or license the whole or any part of this release letter to any third party;
- 10. agree not to divulge or disclose any information of any nature or kind relating to the Production or to the Company's general affairs coming within our knowledge by reason of the Production; and
- 11. acknowledge and agree that this release letter constitutes the entire agreement between us in respect of the subject matter of this release letter and shall be construed in accordance with and governed by English law and we irrevocably submit to the exclusive jurisdiction of the English Courts.

Yours faithfully

Signature:

Date:

Accepted and agreed for and on behalf of the COMPANY

ul Signature:

<u> 08/11/22</u> Date:

Name (Print): ____