



Filmmaker License Agreement

The following, when accepted by you (individually, and if acting on behalf of a corporation or right-holders, on behalf of such corporation or right-holder) (“You”) and us (RJD Productions, LLC and collectively with our distributors, licensees and assignees), (“RJD”, “Us”, or “We”) shall constitute our Agreement.

Please read this Agreement carefully. By signing below, you will become a party to, and will be bound by this Agreement with reference to your Motion Picture(s). Please note that this Agreement allows but does not obligate us to accept or distribute your film. We may modify this Agreement as further described in Section 13 below.

I. Definitions

The following terms shall have the following meanings for purposes of this Agreement:

1. "Motion Picture" means a form of entertainment that enacts a story by sequence of images of continuous movement as an art form created, owned or controlled by you, the rights holder, in retail ready format, whether embedded on a media device in hard copy or stored on a server and made available to us and Licensees remotely, including short and feature length films, which we may authorize Distributors and licensees to display, promote, broadcast, transmit or showcase, pursuant to the terms and conditions of this Agreement.
2. "Distributor" means RJD and any third party or licensee that we may authorize to carry out the marketing, distribution and sale or other use of the Motion Picture pursuant to the terms of this Agreement.
3. "Territory" means the Universe, i.e., all regions and markets worldwide.
4. "Artwork" means DVD cover artwork and any other artwork relating to Motion Picture that you provide to us. Any artwork that exists is provided by or on behalf of you to us before or during the Term will be deemed to have been cleared by you.



5. “Exhibition” means a private or public showing of Motion Picture through any and all means and outlets available today and any means and outlets that prove to be available in the future.

II. Representations and Warranties

1. You represent and warrant that you own or control all of the necessary rights in the Motion Picture, that you have the full authority to act on behalf of any and all owners of any right, title and interest in and to the Motion Picture.

2. You represent that you have the authority to make the grant of rights, licenses and permissions herein, and that the exercise of such rights, licenses and permissions by Us shall not violate or infringe the rights of any third party.

3. You represent and warrant that you have full authority to enter into this Agreement, and have obtained all necessary third-party consents, licenses and permissions necessary to enter into and fully perform your obligations herein.

4. You represent and warrant that no agreement previously entered into by you will interfere with either party's performance of its obligations under this Agreement.

III. Authorization / Grant of License

You appoint us as your authorized representative for the sale, license and/or other means of distribution of the Motion Picture. The rights that are granted by you to us are non-exclusive. Accordingly, you hereby explicitly assign and grant to us and our distributors and licensees the non-exclusive license and right, during the Term and throughout the Territory as defined below, to exploit the Motion Picture, including specifically to:

1. Promote, sell, distribute, license, stream, transfer, and electronically fulfill and deliver the Motion Picture in part or in whole, to purchasers, viewers, or distributors, licensees, or other third-parties, individually or as a compilation with other Motion Pictures;

2. Perform and make available for promotional purposes, portions of The Motion Picture (“Clips”) by “streaming” or any other means to promote the license, sale and distribution of Motion Picture;



3. Use the Motion Picture, artwork and related information or marketing materials as may be reasonably necessary or desirable for us to exercise our rights under the terms of this Agreement; and,

4. Authorize or appoint RJD or any Distributor or licensee to perform any one or more of the activities specified above.

5. Use the Motion Picture, artwork and related information or marketing materials as may be reasonably necessary or desirable for us to exercise our rights under the terms of this Agreement.

IV. Term

The Term of our Agreement shall commence on the Effective Date and shall continue unless and until terminated by either party providing ninety (90) days prior written notice. Notwithstanding the forgoing, such termination shall not affect the term of any licensing or exhibition agreements already entered into with third parties prior to termination hereunder. Such licensing or exhibition agreements shall continue through the end of their then-existing term. You will be responsible for any expenses associated with ending third party agreements that are incurred as a result of your early termination.

V. Payment

For all payments, we will compute the amounts payable to you and will provide a statement in accordance with our standard business practices. We shall make payments to you within 30 days after the end of the quarter. If amount owed is less than \$10, payment will be rolled over to the next pay period until amount exceeds \$10. Such payment shall constitute full consideration for all rights granted and obligations undertaken by you hereunder.

1. Third Party Acquisitions

RJD will be paid 15% of any sale resulting from a third party approaching RJD for acquisition of an individual short film or compilation. In such instances, you will negotiate directly with such third parties and arrange your own contract and payment details.



2. Createspace

(A) For physical sales of your film (i.e., sale of the DVD) through Createspace, generated by you as indicated by use of your promotional code, we shall pay you 50% of profits.

(B) For physical sales of your film (i.e., sale of the DVD) through Createspace, generated by RJD, RJD will retain the first \$1,000 of profit on each compilation, after which we will adopt the following split:

- 50 % of the profits will go to RJD
- 50 % of the profits will be split amongst filmmakers based on the number of films on that compilation.

3. For physical sales of your film (i.e., sale of the DVD and/or sales to a rental distribution company) through other distribution channels, RJD will retain the first \$1,000 of profit on each compilation, after which we will adopt the following split:

- 50 % of the profits go to RJD
- 50 % of the profits is be split amongst filmmakers based on the number of films on that compilation

4. For non-physical sales and rentals through other distribution channels, RJD will retain the first \$1,000 of profit on each compilation, after which we will adopt the following split:

- 50 % of the profits go to RJD
- 50 % of the profits is be split amongst filmmakers based on the number of films on that compilation

5. We make no guarantee of sales of the Motion Picture and therefore of course cannot assure you that there will be any minimum guarantee or payments.

VI. Content Formatting & Restrictions

1. We will review each Motion Picture and shall in our sole discretion determine which Motion Pictures are suitable for Us and our Distributors and licensees.



2. We reserve the right to exclude any Motion Pictures on any grounds, including on content grounds.
3. You represent and warrant that the Motion Picture is not of a pornographic nature.
4. We reserve the right to determine the order of film placement on all compilations.
5. We reserve the right to include more than one film from a filmmaker on compilations.

VII. Your Obligations

1. You shall obtain and pay for any necessary clearances and licenses in the Territory for all Motion Picture and Artwork resulting from any royalties or sales through us. Specifically, you shall be responsible for and timely pay (i) any royalties and other income due to artists, authors, co-authors, copyright owners, producers and other royalty participants from sales or other uses of Motion Pictures, (ii) all mechanical royalties payable to publishers and/or authors or co-authors of copyrighted musical compositions embodied in Motion Pictures from sales or other uses of Motion Pictures, (iii) all payments that may be required under collective bargaining agreements or guilds applicable to you or third parties other than us, (iv) any other royalties, fees and/or sums payable with respect to Motion Picture, Artwork, metadata and other materials provided by you to us, (v) any and all rights, clearances and permissions necessary to use all names, likenesses, trademarks and service marks of all teams, individuals and entities participating in or otherwise associated with the Motion Picture.

VIII. Termination / Right to Withdraw Material.

1. You shall have the right at any time during the Term hereof upon ninety (90) days prior written notice to us to withdraw further authorization for the sale or other uses of Motion Picture and Authorized Artwork.
2. In the case that individual short and/or compilation is requested directly through RJD Productions for distribution, broadcast, purchase, or other means of sale and then there is termination, responsibility for removal (of film) is as follows:



For Compilations – RJD Productions is responsible for administering termination with third parties.

For Individual shorts – filmmakers are responsible for termination with these third parties.

3. For compilations, promptly following our receipt of your notice to us hereunder of your requested withdrawal, we shall advise our Distributors or licensees that they are no longer authorized to offer the sale or other use of such of Motion Picture or Authorized Artwork pursuant to our agreements with those Distributors and licensees. Pending withdrawal, all licensing or Exhibition agreements shall continue through the end of their then-current term. We shall request that such third parties withdraw such materials, but are not responsible in any way if such requests are delayed. You will be responsible for any expenses associated with early termination.

IX. Names and Likenesses; Promotional Use and Opportunities.

1. We may use and authorize our Distributors or licensees to use the names and likenesses of, and biographical material concerning You, any Motion Picture, actor, awards, producers, associated with any Motion Picture or Artwork, in any marketing materials for RJD or for the sale, promotion and advertising of the Motion Picture. You warrant that you have all necessary rights to grant us the foregoing authorization, including rights from all relevant talent or crew members.

2. We and our Distributors and licensees shall have the right to market, promote and advertise the Motion Picture as available for purchase or license as we determine in our and their discretion.

X. Ownership.

1. Subject to our rights hereunder or under any prior agreement between you and us, insofar as we are concerned, all right, title and interest in and to (i) Motion Picture and Authorized Artwork, (ii) the Clips, (iii) all copyrights and equivalent rights embodied therein, and (iv) all materials furnished by you shall be and remain your property.

XI. Modification, Termination and Effect of Termination

1. We reserve the right to change, modify, add to or remove all or part of this



Agreement. Notice of any such changes shall be sent to you by email at least seven (7) days prior to their effective date. In the event that you do not consent to any such proposed changes your sole recourse shall be to terminate the Term of this Agreement by notice to us as provided above, and your failure to do so within ten (10) days of the date of any such email from us to you shall constitute your acceptance of such changes. The expiration of the Term of this Agreement shall not relieve either party from their respective obligations incurred prior to or during the Term. Accordingly, provisions of this Agreement will continue to apply even after the expiration of the Term.

XII. Indemnification and Limitation of Liability.

1. If we receive a claim that the use of Motion Picture or Authorized Artwork or any other materials provided or authorized by you is in violation of any third party rights, you agree to fully indemnify and hold us harmless, and upon our request, defend us and our Licensees and affiliates (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) concerning any such claim. Accordingly, you agree to reimburse us and our Licensees and our affiliates on demand for any payments made in resolution of any liability or claim that is subject to indemnification under this Agreement, provided that we obtain your written consent prior to making any such payments. You agree that your consent will not to be unreasonably withheld, delayed or conditioned. We shall promptly notify you of any such claim.

XIII. General Provisions.

1. The parties agree and acknowledge that the relationship between the parties is that of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee, or representative. You agree to pay any necessary taxes or other fees associated with payments from us.
2. This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified except as stated herein. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. If



any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the parties.

3. We will use reasonable efforts to protect your Motion Pictures, but disclaim any responsibility for any piracy, copying or violations by third parties through their illegal or unauthorized acts.

4. This Agreement shall be governed and interpreted in accordance with the internal laws of the State of New York applicable to agreements entered into and wholly to be performed therein, without regard to principles of conflict of laws.

5. Nothing herein shall expressly or impliedly obligate us or any of our Distributors or Licensees to use any or all of Motion Picture or exercise any rights granted hereunder.

6. To the extent permitted by applicable law, the rights and remedies of the parties provided under this Agreement are cumulative and in addition to any other rights and remedies of the parties at law or equity.

7. This Agreement is for the sole benefit of the parties hereto and their authorized successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any person or entity, other than the parties hereto and their authorized successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Agreed to and accepted on this _____ day of _____, 20____, by

Print Name

Signature

If acting on behalf of a corporate entity, please indicate name of company and title:

[Name of Company]

Title