

LICENSE AND DISTRIBUTION AGREEMENT

The following represents an Agreement between PassmoreVR, its successors or assigns (hereinafter "**PVR**") and _____ (hereinafter "**PRODUCER**") its successor or assigns.

1. DEFINITIONS

- A. "PROGRAM" refers to the content as described in Exhibit A. **PVR** and **PRODUCER** may add titles to Exhibit A at any time upon mutual consent in writing with signatures from both parties.
- B. The "Territory" is described in Exhibit B.
- C. The "Term" of this Agreement shall be for a period of approximately (7) years expiring on the _____ day of _____, 20___. (the "Initial Term"). At the end of the Initial Term, upon mutual consent by **PVR** and **PRODUCER**, this Agreement may be extended for an additional three (3) year term (the "Additional Term").

2. GRANT OF RIGHTS

- A. **PRODUCER** has retained **PVR** as its sales representative for _____ (the "PROGRAM") pursuant to Clause 1(C) and Exhibits A & B and **PVR** shall license and cause others to license the PROGRAM for exhibition in any and all _____ languages (with the right to dub into other languages at **PVR's** sole expense) for _____ the following media _____ ("Permitted Uses"):
- B. "Permitted Uses" are exhibition at museums, aquariums, zoos, parks and commercial caves (the "Venues") and shall include all virtual reality and spherical formats now _____ existing or yet to be created, including but not limited to 360, 180, flat, equal rectangular, _____ full dome, semi-hemispherical dome, curved screen and all virtual reality viewing systems in 2D, 3D and 4D.
- C. **PRODUCER** grants to **PVR** the right to execute, in its own name, during the Term, contracts for the exploitation of the Rights.
- D. During the Initial Term, **PVR** shall have the right of physical possession of the PROGRAM and all elements of the PROGRAM, including all contracts and _____ documentation. **PRODUCER** shall have the right to maintain a copy of the PROGRAM and any and all elements of the PROGRAM during the Initial Term and, if applicable, the _____ Additional Term.
- E. **PRODUCER** will consider reasonable suggestions from **PVR** regarding suggested changes related to the PROGRAM's script, narrator, music, editing and title revisions. _____ The acceptance of any revisions shall be at **PRODUCER's** sole discretion.

- F. **PRODUCER** grants to **PVR** the right to enter into Agreements with sales agents, sub-distributors, and/or sales representation companies (the "PARTNERS"), during the Initial Term and, if applicable, the Additional Term who may enter into contracts for the exploitation of Rights in their name. However, any Agreement with a PARTNER shall affect **PVR'S** distribution fee only as allowed in Exhibit C.

3. SALES PROSPECTS

Companies contacted by **PVR** during the term of this Agreement shall be considered "SALES PROSPECTS". Should any SALES PROSPECTS make an offer and/or license agreement for the PROGRAM after the Initial Term of this Agreement or any extension period, then **PVR** shall have the right to finalize any such negotiation for an additional period of time up to nine (9) months under the terms and provisions of the Agreement. **PVR** will forward **PRODUCER** a list of such SALES PROSPECTS after the cancellation of this Agreement or any extension period, and demonstrate "active discussions".

4. PRODUCER'S WARRANTIES, REPRESENTATIONS & INDEMNITIES

- A. **PRODUCER** has the exclusive right and title to the PROGRAM absolutely and not jointly with any other person, firm or corporation.
- B. **PRODUCER** has the exclusive right to grant the Rights to the PROGRAM granted herein, including but not limited to, all necessary literary, artistic, musical and/or intellectual property rights, and is free to enter into this Agreement without reference to any other person, firm or corporation. The person executing this Agreement on behalf of **PRODUCER** is fully empowered to so execute the Agreement.
- C. The statements in connection with the Rights contained in this clause shall remain true for the Term(s) of the Agreement and for the term of all licenses entered into pursuant to this Agreement.
- D. The PROGRAM does not contain material of any nature that is defamatory of any person, firm or corporation.
- E. **PRODUCER** has obtained all permission, consents, rights and releases necessary for the exercise of **PVR'S** rights hereunder, and **PVR'S** exercise of such rights shall not infringe upon the rights of any person, firm or corporation, including but not limited to copyright, literary right, dramatic right, contract right, trademark, unfair competition, privacy or publicity rights, or give rise to any actionable claim by any third party, including, without limitation, any claim for libel, slander or defamation, nor shall it give rise to the payment of any sums to any third party by **PVR** or **PVR's** licensees. Furthermore, **PRODUCER** has paid, or will pay, any residual, royalty or reuse fees, taxes, license fees or any other charges that are payable or may become payable by **PVR's** exercise of its rights hereunder.
- F. **PRODUCER** has not, nor will it, enter into any Agreement in conflict with the rights granted to **PVR** under this Agreement.

- G. **PRODUCER** has affixed to the Master of the Program appropriate notices of copyright and sponsorship, and shall take reasonable steps to protect all copyrights pertaining to the PROGRAM from infringement.
- H. **PVR** shall respect all sponsor recognition and protect the sponsor category.
- I. **PRODUCER** shall indemnify **PVR** and hold it and its licensees harmless from and against all costs, claims, damages, liabilities and expenses, including reasonable legal expenses, howsoever arising from any breach of any representation or warranty made by **PRODUCER** hereunder, or from the use or exploitation of any Rights granted hereunder.
- J. **PRODUCER** hereby transfers and grants exclusive rights for the venues described in Section 2B to **PVR**. And **PRODUCER** warrants it will not market, sell, license or interfere with **PVR** in said venues.

5. PVR'S WARRANTIES, OBLIGATIONS & INDEMNITIES

- A. **PVR** agrees to use prudent business efforts during the Term(s) of the Agreement to effect distribution of the PROGRAM throughout the Territory. Notwithstanding the foregoing, **PVR** makes no representations with respect to the level of income that may be obtained for the PROGRAM.
- B. **PVR** shall not make or authorize others to delete the copyright notice, or make any such changes that would diminish the PROGRAM's editorial integrity.
- C. **PVR** shall indemnify **PRODUCER** and hold it harmless from and against all costs, claims, damages, liabilities and expenses, including reasonable legal expenses, howsoever arising from any breach of any representation or warranty made by **PVR** hereunder.
- D. **PVR** warrants that:
 - 1. it is free to enter into and perform this Agreement and is not and shall not be under any restriction, contractual or otherwise, with respect to the commitments made by it under this Agreement;
 - 2. it will not do anything to interfere with **PRODUCER's** rights under this Agreement;
 - 3. it will not encumber or cause liens or other claims against the PROGRAM.

6. MATERIALS

PRODUCER shall provide **PVR** with the following materials:

- A. Picture deliverables
- B. Marketing deliverables

7. PVR'S RIGHTS

PVR shall have the right to:

- A. Advertise, publicize and promote and authorize others to advertise, publicize and promote the PROGRAM, including the participation of all personnel appearing in or rendering services to the PROGRAM. Such advertising or promotion may include Internet broadband streaming of excerpts or segments from the PROGRAM, social media, and conferences.
- B. Translate, or authorize others to translate, the PROGRAM into other languages by subtitling, and/or dubbing. Language versions may remain the property of the entity creating and paying for the versioning. This will be determined on a case-by-case basis, determined at **PVR's** sole discretion.
- C. **PVR** may add its logo to the front of the PROGRAM.

8. FEES, ROYALTIES & EXPENSES

- A. In consideration of **PVR's** services hereunder, **PVR** shall retain a "Distribution Fee" of the receipts derived from the licensing of the PROGRAM. **PVR's** fee shall be calculated on GROSS receipts. "Gross receipts" shall mean actual monies received by **PVR** from an Exhibitor or PARTNER, converted to US dollars at the time of transfer, after the deduction of withholding taxes, if any, and bank transfer fees, if any. The Distribution Fee shall be a percentage as described in Exhibit C.
- B. **PRODUCER** is responsible for all costs related to the creation of the first "master" encoded version of the PROGRAM. If **PRODUCER** does not provide **PVR** with a given master, and asks **PVR** to perform the work at one of its approved laboratories, **PVR** shall advance the cost and recoup it from distribution revenue AFTER taking its distribution fee.
- C. **PVR** shall be responsible for advancing all marketing, promotional, travel and conference related costs, that shall be treated as recoupable expenses from gross distribution income, after distribution fees have been deducted.
- D. Language versioning costs that are not borne by exhibitors shall be dealt with on a case-by-case basis between **PVR** and **PRODUCER**.
- E. **PVR** shall be able to deduct any distributor charge backs, platform fees, platform promotional costs, and any other platform related fees.

9. PROMOTION

- A. Unless otherwise notified title by title, **PVR** and any Licensees exhibiting the titles shall have the right to use any EPK footage, commercials, interviews or behind the scenes footage, as well as portions of the film itself, including the soundtrack, voices and music, and persons images therein, to promote the exhibition of such titles.

- B. Except as otherwise provided herein, the production of any original material, which must be created for the purpose of packaging, advertising or promoting the PROGRAM, shall be produced or provided. In the instance that **PRODUCER** cannot produce or provide aforesaid material, **PVR** shall obtain a written approval of **PRODUCER** to proceed with the production and, so long as mutually agreed, may include the cost as a deductible Distribution Expense. In some cases, **PRODUCER** and **PVR** may share the expense.

10. **CONTRACTS & ACCOUNTING**

- A. **PVR** shall issue royalty reports and payments due, if any, on a quarterly basis no later than 30 days after the end of each calendar quarter. (ending March 31, June 30, September 30 and December 31). **PVR** is not required to provide a quarterly report if amounts due are zero.
- B. **PRODUCER** shall be entitled, at its sole expense, to examine or audit the **PVR's** books and records once per year, at **PVR's** principal place of business, upon giving reasonable notice to **PVR** of its intention to do so.

11. **GOVERNING LAW**

This Agreement shall be construed and enforced in accordance with the laws of the State of Texas. The parties consent to the exclusive jurisdiction of Texas courts.

12. **RIGHT TO CURE**

If either party breaches any of its obligations under this Agreement in any material respect, the non-breaching party shall provide the breaching party with written notice of the breach and the breaching party shall have twenty (20) days after receipt of written notice to cure such breach. If the breach is not cured within the twenty (20) day cure period, then the non-breaching party may terminate this Agreement by giving written notice to the breaching party.

13. **LIMITATION OF LIABILITY**

Regardless of anything to the contrary in this Agreement, under no circumstances shall either party be liable to the other for compensation, reimbursement or damages on account of the loss of prospective profits or anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business or goodwill of **PVR** or **PRODUCER**. Under no circumstances shall either party be liable to the other for any indirect, incidental, special, consequential or punitive damages. Each party's sole liability under the terms of this Agreement shall be for amounts due, in case of **PVR** or amounts paid in case of **PRODUCER**.

14. **NOTICES**

All notices and, as applicable, payments made hereunder shall be given at the addresses set forth below, provided, however that either party hereto may change its address for purposes of notice by giving written notice thereof. Notices may be given by certified mail or personal service.

If to **PVR:**
PassmoreVR

If to **PRODUCER:**

15. AGREEMENT ENTIRE AND COMPLETE

This Agreement is entire and complete and contains the entire understanding between the parties hereto in connection with the exploitation of the PROGRAM, and shall not be modified except in written documents signed by both parties.

PRODUCER and **PVR** hereby acknowledge their agreement and consent to all the terms and conditions contained herein.

PassmoreVR

Name _____ Title _____
By _____ Date _____

PRODUCER

Name _____ Title _____
By _____ Date _____

EXHIBIT A

PROGRAM TITLE:

LENGTH:

FORMAT:

EXHIBIT B

RIGHTS AND TERRITORIES - ALL VERSIONS AND ALL LENGTHS: Exclusive worldwide distribution to museums, aquariums, zoos, parks and commercial caves.

EXHIBIT C

For each film, **PVR** may deduct from gross receipts:

Mutually approved deductible expenses
Expenses as per Section 8
25% distribution fee

PVR agrees to advance any expenses at its own risk and will be reimbursed from incoming gross receipts. In no case shall **PRODUCER** be responsible for costs in excess of gross receipts.