

# Film Release Mandate Agreement

This Film Release Mandate Agreement (this “**Agreement**”) is entered into as of the date of last signature below (the “**Effective Date**”) by and between:

1. **Distributor: CULTSCALE LLC** with principal offices at **169 Madison Ave, New York, NY 10016, USA** (“**Distributor**”), represented by **Maroun NAJM** ([mnm@cultscale.com](mailto:mnm@cultscale.com)).
2. **Rights Owner:** \_\_\_\_\_ with principal offices at \_\_\_\_\_ (“**Rights Owner**”), represented by: \_\_\_\_\_ (\_\_\_\_\_).

**Title:** \_\_\_\_\_ (the “**Title**”).

Rights Owner and Distributor are each a “**Party**” and together the “**Parties**”.

## 1. Definitions

In this Agreement:

- “**Territory**” means the territory set out in Annex A.
- “**Business Day**” means a day other than Saturday or Sunday on which banks are open for business in New York, New York, USA.
- “**Term**” means ninety (90) days from the Effective Date, unless extended in writing.
- “**Release Plan**” means the release plan set out in Annex A.
- “**Delivery Specifications**” means the delivery specifications set out in Annex B.
- “**Release Window**” means the period specified in the Release Plan and, unless extended in writing, shall fall within the Term.
- “**Release Date**” means the first public availability date (or first theatrical date) for the Title under the Release Plan.
- “**Rights**” means the commercial exploitation rights granted under this Agreement.
- “**Gross Receipts**” means all amounts actually received by Distributor (or its appointed collection account/partner) from exploitation of the Rights, less only: (i) platform/ payment processing fees, and (ii) withholding taxes actually withheld and not recoverable.
- “**Approved Costs**” means out-of-pocket costs pre-approved by Rights Owner in writing (email acceptable) and paid by Distributor.
- “**First Receipts Amount**” means the amount of Gross Receipts paid 100% to Distributor before any Revenue Share, as specified in Section 5.2. It is payable only from Gross Receipts, and any shortfall is not a debt unless agreed in writing.
- “**Termination Fee**” means an amount equal to the First Receipts Amount.

## 2. Mandate and grant

### 2.1 Mandate

Rights Owner appoints Distributor as its exclusive distributor for commercial exploitation in the Territory during the Release Window.

Distributor will use commercially reasonable efforts to implement the Release Plan and release the Title during the Release Window.

### 2.2 Scope limitation

This mandate covers commercial exploitation only. It does not include festival submissions, festival screenings, or other non-commercial exhibition unless expressly set out in the Release Plan.

### **2.3 Grant**

Rights Owner grants to Distributor, during the Term and in the Territory, the exclusive right (during the Release Window) to:

- market, promote, advertise, and publicize the Title;
- release and exploit the Title through the channels and outlets set out in the Release Plan;
- prepare and deliver localized versions and other deliverables necessary to execute the Release Plan, subject to the approvals below and, where applicable, as Approved Costs.

### **2.4 Exclusivity**

During the Release Window, Rights Owner will not authorize any third party to exploit the Title in the Territory through the channels/outlets covered by the Release Plan. Rights Owner will not itself exploit the Title through such channels/outlets, except as expressly set out in the Release Plan.

### **2.5 Reservation of rights**

All rights not expressly granted are reserved to Rights Owner.

## **3. Change control and approvals**

### **3.1 Annexes and incorporation**

Annex A (Territory; rights schedule and exclusions; Release Plan) and Annex B (Delivery Specifications) are executed contemporaneously with this Agreement and form part of it. Any material changes to Annex A or Annex B must be agreed in writing by both Parties.

### **3.2 Approvals**

Rights Owner approvals are required for:

- final key art, trailer, and copy that materially changes positioning;
- language/localization choices that materially affect tone or meaning;
- any Approved Costs.

Rights Owner will exercise approvals reasonably and in good faith and will not unreasonably withhold, condition, or delay approvals.

For items submitted for approval, Rights Owner will respond within two (2) Business Days. If Rights Owner does not respond within that period:

- Distributor may proceed with non-material items consistent with the Release Plan; and
- Distributor may omit the item from execution if it requires express approval.

Key art and trailers always require express approval.

If Rights Owner's failure to respond within the applicable timeframe, or its unreasonable withholding of an approval, prevents execution of the Release Plan, Distributor may terminate this Agreement upon written notice.

If Distributor terminates under this paragraph, Rights Owner will pay Distributor the Termination Fee within five (5) Business Days as compensation for the Release Plan not being executed.

## **4. Deliverables and materials**

### **4.1 Rights Owner deliverables**

Rights Owner will provide materials for the Title as required to execute the Release Plan, in accordance with the Delivery Specifications.

### **4.2 Distributor-created materials**

Distributor may create and/or commission materials as Approved Costs as required to execute the Release Plan.

All such materials remain the property of Rights Owner, subject to Distributor's right to use them during the Term and for legal/compliance purposes thereafter.

## 5. Financial terms

### 5.1 No spend obligation

Distributor has no obligation to incur costs or enter any outlet commitments. Any out-of-pocket costs require prior written approval as Approved Costs.

Rights Owner has no obligation to fund or reimburse any costs or expenses unless expressly agreed in writing.

### 5.2 Waterfall

First Receipts Amount: USD \_\_\_\_\_.

Gross Receipts shall be applied in the following order of priority:

1. **Approved Costs:** paid 100% to Distributor until Approved Costs are fully recouped. Approved Costs are payable only from Gross Receipts. Amounts applied under item 1 are credited against the First Receipts Amount.
2. **First receipts:** paid 100% to Distributor until the First Receipts Amount is reached.
3. **Revenue Share:** remaining amounts split \_\_\_\_\_% to Rights Owner and \_\_\_\_\_% to Distributor (total 100%).

### 5.3 Accounting and payment

Distributor (or its appointed collection account/partner) will issue statements and remit payments based on amounts actually collected.

- Statements: monthly within fifteen (15) days after month-end.
- Payments: within five (5) days after delivery of each statement.
- Currency: USD.

Withholding taxes will be handled per applicable treaties; the Parties will cooperate on documentation.

## 6. Sales and collections

Distributor will be responsible for sales and collections for exploitations undertaken under the Release Plan.

Distributor may negotiate and enter into outlet agreements consistent with the Release Plan. If an outlet requires Rights Owner to be a signatory, Rights Owner will execute the relevant agreement within two (2) Business Days, provided it is consistent with the Release Plan and does not require Rights Owner to incur any out-of-pocket costs. Rights Owner will not unreasonably withhold or delay such execution.

Rights Owner will not independently invoice, collect, or compromise receivables in the Territory during the Release Window in respect of outlet agreements entered into by Distributor under the Release Plan.

## 7. Term and wind-down

Notwithstanding expiry or termination, Distributor may continue to collect receivables from outlet agreements entered into under the Release Plan and apply such Gross Receipts in accordance with Section 5 until final settlement.

- **Term:** ninety (90) days from the Effective Date.
- **Release Window:** as set out in the Release Plan.

Upon end of the Release Window, Distributor will:

- cease new outlet commitments (except those already contracted and approved);

- continue to collect receivables from contracted outlets;
- continue accounting until all receivables collected, first receipts and revenue share applied, and the final statement delivered.

## **8. Warranties and indemnities**

### **8.1 Warranties**

Rights Owner warrants it owns or controls the Rights and has authority to grant them. Distributor will use commercially reasonable efforts to exploit the Title in accordance with the Release Plan and will comply with applicable laws and outlet policies.

### **8.2 Indemnification (third-party claims)**

Each Party will indemnify, defend, and hold harmless the other Party and its officers, directors, employees, and agents from and against third-party claims, damages, liabilities, costs, and reasonable attorneys' fees arising out of (i) any breach of its warranties or obligations under this Agreement, or (ii) its gross negligence, fraud, or wilful misconduct.

## **9. Confidentiality**

This Agreement, the Release Plan, and any budgets or deal terms are confidential. The Parties agree to mutual confidentiality for two (2) years. Disclosure is permitted only as required to execute the Release Plan (outlets, vendors, counsel) under a non-disclosure agreement ("NDA") or under confidentiality obligations at least as protective as those herein.

## **10. Termination**

### **10.1 Termination for cause**

Either Party may terminate for material breach if not cured within five (5) days after notice.

### **10.2 Rights Owner termination without cause**

Rights Owner may terminate this Agreement without cause upon written notice. In such case, Rights Owner will pay Distributor the Termination Fee within five (5) Business Days.

Confidentiality and Sections 5 through 7 and 11 survive any termination or expiry to the extent necessary to complete collections and final settlement.

## **11. Miscellaneous**

### **11.1 Governing law and jurisdiction**

This Agreement is governed by the laws of the State of New York, USA. The courts located in New York County, New York, USA have exclusive jurisdiction.

### **11.2 Notices**

Notices must be in writing and delivered by email (with confirmation) and by courier to the addresses set out above (or any updated address notified in writing).

### **11.3 Assignment**

Neither Party may assign this Agreement without the other Party's prior written consent, except that Distributor may assign to an affiliate or special purpose vehicle ("SPV") for financing, collection, or administration purposes, provided Distributor remains responsible for performance.

### **11.4 Relationship of the Parties**

The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, employment, or agency relationship between the Parties.

**11.5 Force majeure**

Neither Party will be liable for delay or failure to perform due to events beyond its reasonable control, provided it notifies the other Party promptly and uses reasonable efforts to mitigate.

**11.6 Entire agreement**

This Agreement (including Annex A and Annex B) constitutes the entire agreement between the Parties and supersedes all prior understandings.

**11.7 Amendments and waivers**

No amendment or waiver is effective unless in writing and signed by both Parties.

**11.8 Severability**

If any provision is held invalid or unenforceable, the remaining provisions will remain in full force and effect.

**11.9 Counterparts**

This Agreement may be executed in counterparts and by electronic signature, each of which is deemed an original.

## Signatures

The Parties have executed this Agreement as of the Effective Date.

### RIGHTS OWNER

Signature:

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Name:

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Title:

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Date:

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### DISTRIBUTOR

Signature:

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Name:

**Maroun NAJM**

Title:

**Managing Director, CULTSCALE LLC**

Date:

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