

Talent Agreement

PERDRE LE SOUVENIR – Short Film

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

1. **Producer: Aya Al Blouchi**, residing at _____, holder of _____ passport no. _____ (“**Producer**”), acting in her capacity as producer and director of the Film.
2. **Talent:** _____, residing at _____, holder of _____ passport no. _____ (“**Talent**”), represented by: **Nevername Artists Agency**, Attn: Lara Abul Failat (Lara@nevernameaa.com).

Producer and Talent are each a “**Party**” and together the “**Parties**”.

1. Definitions

In this Agreement:

- “**Film**” means the short film currently titled “**PERDRE LE SOUVENIR**” (working title; any subsequent title change shall not affect the validity of this Agreement), a short essay film written and directed by Aya Al Blouchi.
- “**Services**” means the acting services described in Section 2.1, the script contribution described in Section 2.2, and the promotional obligations described in Section 7.
- “**Co-Writing Contribution**” means the creative writing contributions made by Talent to further develop the chapter and character he portrays in the Film.
- “**Production Period**” means the scheduled principal photography dates set out in Section 4.
- “**Net Revenue**” means all gross revenue actually received by Producer from any commercial exploitation of the Film (including but not limited to distribution, licensing, screening fees, and sales), less only: (i) actual, documented, and reasonable distribution and sales commissions; (ii) actual, documented, and reasonable delivery and distribution costs; and (iii) withholding taxes actually withheld and not recoverable.
- “**Business Day**” means a day other than Friday or Saturday on which banks are open for general business in Doha, Qatar.

2. Engagement and services

2.1 Acting services

Producer engages Talent to perform the role of _____ in the Film. Talent shall make himself available for the Production Period and for any reasonable additional shooting, pick-up, or dubbing days as may be required by Producer with reasonable advance notice.

2.2 Script contribution

Talent shall contribute to the development of the screenplay, specifically the chapter and character he portrays, in collaboration with and under the creative direction of the Producer. The Parties acknowledge that Talent has been assisting in further developing said chapter and character. Talent’s script contribution is included in the Fee and is subject to the assignment in Section 6.

2.3 Standard of performance

Talent shall perform the Services professionally and in good faith, in accordance with Producer's reasonable creative direction and the production schedule. Talent's contribution is considered integral to the creative vision of the Film, and the Parties shall work collaboratively to achieve the best possible result.

3. Credit

3.1 Acting credit

Talent shall receive an on-screen acting credit in the Film in a form, size, and placement consistent with industry practice for short films and no less prominent than any other cast member of the Film.

3.2 Co-writing credit

Talent shall receive an on-screen "**Co-Writer**" credit in the following form:

Written by Aya Al Blouchi & _____

The co-writing credit shall appear in the opening or closing titles of the Film and in all materials where writing credits are customarily included (festival catalogues, press materials, distribution metadata).

3.3 Credit obligations

Producer shall use commercially reasonable efforts to ensure that credited names appear in all prints, copies, and promotional materials. No casual or inadvertent failure to comply with this Section shall constitute a breach, provided Producer takes reasonable steps to correct such failure upon written notice.

4. Production schedule

4.1 Principal photography

The tentative principal photography dates are **February 27, 2026, February 28, 2026, and March 1, 2026**, to take place in **Lebanon**. Additional shooting days may be scheduled in Lebanon as required by the production.

4.2 Changes to schedule

Producer may reschedule principal photography dates due to weather, location availability, or other production requirements. Talent shall be notified of any changes as soon as reasonably practicable, and the Parties shall cooperate in good faith to accommodate the revised schedule.

5. Compensation

5.1 Fixed fee

In consideration for the Services (acting and co-writing), Producer shall pay Talent a total fixed fee of **USD 5,000** (five thousand United States Dollars) (the "**Fee**").

5.2 Payment

The Fee shall be paid in full upon completion of principal photography. Payment may be made in cash (United States Dollars) or by wire transfer. If paid in cash, Talent shall provide a signed receipt. If paid by wire transfer, Producer shall bear all transfer fees originating from Producer's bank.

5.3 Revenue participation

In addition to the Fee, Talent shall be entitled to receive _____% of Net Revenue (the "**Revenue Share**"), payable from the first amounts of Net Revenue received by Producer after recoupment of all Production Costs.

For purposes of this Section, **“Production Costs”** means the actual, direct, out-of-pocket costs incurred and paid to produce, complete, and deliver the Film, excluding Producer’s general overhead, Producer’s personal time, and any expenses not directly related to the Film.

Producer shall provide Talent with revenue statements on an annual basis, within thirty (30) days after the end of each calendar year, accompanied by payment of any amounts due.

5.4 No further obligation

The Fee and Revenue Share constitute the entire compensation due to Talent for the Services. No additional fees, residuals, or other payments are due unless expressly agreed in writing.

5.5 Taxes

Each Party is responsible for its own taxes, social security contributions, and other governmental charges arising from amounts paid or received under this Agreement.

6. Intellectual property

6.1 Assignment of rights

Talent assigns to Producer, in perpetuity and throughout the world, all rights, title, and interest in and to the Co-Writing Contribution and any performance captured during the production of the Film, including without limitation all copyright, neighbouring rights, and rights of reproduction, distribution, public performance, and communication to the public, in all formats and media now known or hereafter devised.

6.2 Moral rights

To the extent permitted by applicable law, Talent waives any moral rights in the Co-Writing Contribution and performance, except the right of attribution as set out in Section 3.

6.3 Name and likeness

Talent grants Producer the right to use Talent’s name, likeness, voice, and biographical information in connection with the production, promotion, distribution, and exploitation of the Film.

7. Promotional obligations

7.1 Promotional participation

Talent shall make himself reasonably available to participate in the promotion and publicity of the Film. This includes, but is not limited to:

1. Attendance at the Film’s premiere screening and up to two (2) additional festival screenings per calendar year, subject to scheduling availability.
2. Participation in press and media interviews (including print, broadcast, podcast, and online media) arranged by Producer in connection with the Film.
3. Participation in behind-the-scenes content creation (photo sessions, video interviews, making-of materials) during the Production Period and at promotional events.
4. Sharing of official Film content on Talent’s personal social media channels (including but not limited to Instagram, X/Twitter, TikTok, YouTube, and Facebook) at key promotional milestones, including: official trailer release, festival selections and screenings, distribution or streaming announcements, and award nominations or wins.

7.2 Social media

Talent shall share official promotional materials provided by Producer on Talent’s social media channels within a reasonable timeframe of each key milestone listed in Section 7.1. Talent shall tag the Film’s official accounts and use any designated hashtags provided by Producer. Talent retains creative discretion over the personal commentary accompanying any shared content, provided it does not misrepresent the Film or harm its reputation.

7.3 Promotional expenses

Producer shall, to the extent agreed in advance in writing, secure reasonable travel and accommodation for promotional appearances requested by Producer outside of Talent's city of residence. Talent shall not be entitled to reimbursement for any expenses incurred unless expressly approved in writing in advance by Producer.

7.4 Promotional period

Talent's promotional obligations under this Section shall remain in effect for a period of two (2) years from the date of the Film's first public screening, or until the Film's primary distribution cycle is complete, whichever is earlier.

8. Exclusivity

During the Production Period, Talent shall not engage in any other professional commitment that would prevent or materially interfere with Talent's availability or performance under this Agreement.

9. Representations and warranties

9.1 Talent represents and warrants that:

1. Talent has the legal capacity and authority to enter into this Agreement and to perform the Services.
2. Talent's Co-Writing Contribution is original and does not infringe the intellectual property rights of any third party.
3. Talent is not bound by any agreement that would prevent or restrict performance of the Services.
4. Any materials provided by Talent for incorporation into the Film do not contain defamatory content and do not violate applicable law.

9.2 Producer represents and warrants that:

1. Producer has the authority to enter into this Agreement and to produce the Film.
2. Producer shall comply with applicable health and safety regulations during production.
3. Producer holds or will obtain all necessary permits for the production.

9.3 Indemnity

Talent shall indemnify and hold harmless Producer and Producer's assignees, licensees, and representatives from and against any third-party claims, damages, liabilities, and reasonable legal fees arising out of or in connection with: (i) a breach by Talent of Section 9.1; or (ii) Talent's willful misconduct in connection with the Services.

10. Confidentiality

Each Party shall keep the terms of this Agreement and any information disclosed in connection with the production of the Film confidential, except as required: (i) by applicable law; (ii) to enforce this Agreement; or (iii) to perform obligations hereunder (agents, legal counsel, financial advisors), provided such recipients are bound by equivalent confidentiality obligations.

11. Termination

11.1 Termination by mutual consent

This Agreement may be terminated at any time by written agreement of both Parties.

11.2 Termination for cause

Either Party may terminate this Agreement if the other Party commits a material breach and fails to remedy such breach within seven (7) days of receiving written notice specifying the breach.

11.3 Force majeure

Neither Party shall be liable for delay or failure to perform due to events beyond its reasonable control (including but not limited to war, civil unrest, epidemic, natural disaster, or government action), provided the affected Party notifies the other promptly and uses reasonable efforts to mitigate.

11.4 Effect of termination

Upon termination:

- If terminated before completion of principal photography, Talent shall be entitled to payment for Services rendered up to the date of termination on a pro-rata basis, as reasonably determined by Producer.
- If terminated after completion of principal photography, the full Fee remains due and payable.
- The provisions of Sections 3, 5.3, 6, 7, 9, and 10 shall survive termination.

12. Governing law and dispute resolution

12.1 Governing law

This Agreement shall be governed by and construed in accordance with the laws of the State of Qatar.

12.2 Amicable settlement

The Parties agree to attempt to resolve any dispute arising out of or in connection with this Agreement through good-faith negotiation for a period of thirty (30) days from the date written notice of the dispute is given by one Party to the other.

12.3 Jurisdiction

If amicable settlement is not reached within the period specified in Section 12.2, the competent courts of the State of Qatar shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

13. Miscellaneous

13.1 Notices

All notices under this Agreement shall be in writing and delivered by email to the addresses set out above, or to such other address as a Party may notify in writing.

13.2 Assignment

Producer may assign this Agreement and any rights hereunder to any affiliate, financier, distributor, sales agent, or successor in interest to the Film, provided such assignee assumes Producer's obligations under this Agreement. Talent may not assign this Agreement or any rights or obligations hereunder without Producer's prior written consent.

13.3 Entire agreement

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, understandings, and agreements, whether written or oral.

13.4 Amendments

No amendment, variation, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by both Parties.

13.5 Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.6 Good faith

The Parties undertake to perform their respective obligations under this Agreement in good faith and to cooperate with each other to achieve the purposes of this Agreement.

13.7 Language

This Agreement is executed in the English language. In the event of any translation, the English version shall prevail.

13.8 Counterparts

This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together shall constitute one and the same Agreement.

13.9 Independent contractor

Talent is engaged as an independent contractor. Nothing in this Agreement creates an employment relationship, partnership, joint venture, or agency between the Parties. Talent shall not have authority to bind Producer.

13.10 Equitable relief

Talent acknowledges that a breach of Sections 6 or 10 may cause Producer irreparable harm for which monetary damages may be an inadequate remedy. Producer shall be entitled to seek injunctive or other equitable relief in addition to any other remedies available at law.

Signatures

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

PRODUCER

Signature: _____

Name: **Aya Al Blouchi**

Title: **Producer / Director**

Date: _____

TALENT

Signature: _____

Name: _____

Title: _____

Date: _____

Acknowledged by Talent's Representative:

TALENT'S REPRESENTATIVE

Signature: _____

Name: **Lara Abul Failat**

Title: **Founder and Director, Nevername Artists Agency**

Date: _____