

Option on Life Rights Agreement

STRICTLY PRIVATE AND CONFIDENTIAL

This Option on Life Rights Agreement (this “**Agreement**”) is entered into as of _____, 2026 (the “**Effective Date**”), by and among:

1. **FARES KALLAS**, an individual (“**Rights Holder**” or “**Kallas**”);
 2. **REME SAKR**, an individual (“**Sakr**”);
 3. **OLIVIER BOURGEOIS**, an individual (“**Bourgeois**”);
- (Sakr and Bourgeois collectively referred to as the “**Producers**”).

Each individually a “**Party**” and collectively the “**Parties.**”

RECITALS

WHEREAS, Kallas possesses unique personal knowledge, experiences, personal accounts, documents, correspondence, recordings, photographs, and other materials relating to his life and experiences, encompassing his formative years, professional career, and activities following his service, including, centrally, his roles as **Chief of Staff to Asma al-Assad in her capacity as former First Lady of the Syrian Arab Republic; and Secretary General and member of the board of the Syrian Trust for Development;** and his broader official duties carried out in the service of the Syrian Arab Republic and its institutions, as well as any individuals, events, and circumstances with which he had direct or indirect contact in the course of or connected to such duties;

WHEREAS, Sakr and Bourgeois wish to obtain an exclusive option to evaluate, develop, and potentially produce one or more Projects (as defined below) across multiple and all formats and media based upon or inspired by the life, experiences, and materials of Kallas;

WHEREAS, the Parties enter into this Agreement in a spirit of mutual trust and shared creative purpose, with the intention of building a foundation for a significant project; this Agreement is intended to provide clarity and alignment, not to anticipate adversarial conduct;

WHEREAS, the Parties agree that the Option Period shall not commence until the Discovery Phase has been completed and the Discovery Completion Certificate executed by all Parties;

NOW THEREFORE, in consideration of the Option Consideration and the mutual obligations set out in this Agreement, the Parties agree as follows:

1. Definitions

- “**Materials**” means all documents, correspondence, photographs, audio recordings, video recordings, digital files, personal papers, artefacts, written or oral accounts and recollections, and any other tangible or intangible material in the possession, custody, or control of Kallas, including material relating to periods before, during, or after his official service, that pertains to his life, experiences, and activities, including but not limited to: his background and formative experiences; his roles as Chief of Staff to Asma al-Assad in her capacity as former First Lady of the Syrian Arab Republic, and Secretary General and member of the board of the Syrian Trust for Development; his official duties performed in the service of the Syrian Arab Republic and its institutions; the individuals, events, and circumstances connected to his official service; and his personal and professional life before and after such service. The Materials are not limited to matters relating to Asma al-Assad.

- **“Project”** means any work of authorship, production, or creative endeavour in any medium or format now known or hereafter devised, based upon or inspired by the Materials or the life story of Kallas, including: feature films, documentary films, limited or episodic television series, streaming content, books, graphic novels, audiobooks, podcasts, theatrical productions, press features, and articles, together with any ancillary or derivative works. Where this Agreement refers to the exercise of the Option in respect of a Project, it refers to the particular Project identified in the relevant Exercise Notice.
- **“Exercise Notice”** means a written notice delivered by the Producers to Kallas indicating the Producers’ election to exercise the Option in respect of a specific Project, identifying that Project or its primary medium or format with reasonable specificity as required by Section 5.1.
- **“Offer”** means a bona fide written offer, term sheet, or commitment from a financier, studio, network, platform, publisher, or other third-party entity to finance, co-finance, or acquire a specific Project or any rights in respect of it.
- **“Project Agreement”** means a written agreement governing the development, creation, and exploitation of a specific Project in any medium or format, incorporating at minimum the Minimum Entitlements, intellectual property ownership, and, where applicable, financing structure. For Projects taking the form of a book or other non-audiovisual work, a publishing agreement, authorship agreement, or other project-appropriate instrument shall serve as the Project Agreement for that Project.
- **“Discovery Phase”** means the initial period, commencing on the Effective Date, during which Kallas provides access to the Materials and participates in the Interview Sessions yielding a minimum of thirty (30) hours of recorded material, as set out in Article 4. The Discovery Phase is a condition precedent to the commencement of the Option Period and concludes on the Discovery Completion Date.
- **“Discovery Completion Date”** means the date on which all Parties countersign the Discovery Completion Certificate, confirming that the Interview Sessions have yielded the minimum thirty (30) hours of recorded material required by Section 4.2.
- **“Discovery Completion Certificate”** means the written instrument, substantially in the form of Schedule C, signed by all Parties upon conclusion of the Discovery Phase, confirming satisfaction of the recording and interview requirements of Section 4.2 and marking the commencement of the Option Period.
- **“Interview Sessions”** means the in-person recorded interviews with Kallas conducted as part of the Discovery Phase, yielding a minimum of thirty (30) hours of recorded material, as further specified in Section 4.2.
- **“Assessment Work Product”** means all recordings, transcripts, notes, copies, and other materials derived from the Materials or Kallas’s accounts and recollections, generated by the Producers during the Discovery Phase or Option Period, but excluding any Independent Work Product.
- **“Independent Work Product”** means any pitch decks, packaging documents, marketing materials, treatments, screenplays, or other creative or development materials independently authored by the Producers that do not reproduce or substantially incorporate the Materials or Assessment Work Product.
- **“Minimum Entitlements”** means, collectively, (a) the producer credit to which Kallas is entitled under Section 5.2 and (b) the participation floor to which Kallas is entitled under Section 5.3, representing the minimum terms to be incorporated into any Project Agreement or short-form Project Agreement.
- **“Net Proceeds”** means all gross revenues actually received by the Producers or any production entity in connection with the Project from any source, less only: (a) third-party

distribution fees and commissions; (b) documented, arm's-length production costs; (c) financing costs and repayment of third-party investment; and (d) customary sales and delivery expenses, in each case calculated in accordance with good industry practice.

- **“Business Day”** means any day other than a Saturday, Sunday, or public holiday in England and Wales on which banks are open for business in London.

2. Grant of Option

2.1 Grant

In consideration of the Option Consideration, Kallas hereby grants to the Producers, jointly, an exclusive and irrevocable option (the **“Option”**) during the Option Period to:

(a) access, review, copy, and evaluate all Materials; (b) conduct recorded interviews with Kallas as set out in Article 4; (c) develop any Project across multiple and all formats and media; (d) exercise the Option in respect of one or more Projects, each the subject of a separate Exercise Notice and Project Agreement, and acquire the exclusive right to produce, exploit, and distribute each such Project; and

(e) use Kallas's name, voice, likeness, image, and biographical information, and portray, depict, and dramatise events from his life (including fictionalisations, composite characters, and dramatic reconstructions) in connection with any Project.

2.2 Exclusivity

From the Effective Date, and irrespective of whether the Discovery Phase has been completed, Kallas shall not, directly or indirectly, grant, offer, negotiate, or enter into any agreement with any third party concerning the exploitation of his life story, the Materials, or any part of them, in any medium or format, including press interviews, media appearances, book deals, or documentary participation, without the prior written consent of the Producers; provided that where disclosure is compelled by applicable law, regulation, or a binding order of a competent court or governmental authority, Kallas shall, to the extent permitted by law, promptly notify the Producers in writing. Nothing in this Section 2.2 shall prevent Kallas from participating in discussions or academic lectures, provided that such participation does not grant or purport to grant any dramatic, cinematographic, publishing, or other adaptation or exploitation rights relating to his life story or the Materials.

2.3 Option Consideration

The Producers shall pay Kallas the nominal sum of **USD \$1.00** (the **“Option Consideration”**), payable on the Effective Date. The Parties acknowledge that the Option Consideration is nominal and symbolic, and is not intended to reflect the full value of this Agreement, including the credit and participation rights set out in Article 5. The Option Consideration is non-refundable.

3. Discovery Phase, Option Period and Renewal

3.1 Discovery Phase as Condition Precedent

The Discovery Phase is a **condition precedent** to the commencement of the Option Period. No obligation to exercise or allow the Option to lapse shall arise until the Discovery Completion Date. The Discovery Phase shall be completed, and the Discovery Completion Certificate countersigned by all Parties, no later than **ninety (90) days** after the Effective Date (the **“Discovery Deadline”**). The Parties may extend the Discovery Deadline by mutual written agreement.

If the Discovery Phase is not completed by the Discovery Deadline (as extended), and such failure is attributable to Kallas's non-cooperation or unavailability, the Producers may, at their election: (a) extend the Discovery Deadline by written notice; or (b) terminate this Agreement, whereupon Article 6 reversion provisions shall apply.

3.2 Initial Option Period

The Option Period shall commence on the **Discovery Completion Date** and continue for **eighteen (18) months** (the “**Initial Option Period**”).

3.3 Renewal

The Producers shall have the right to renew the Option for one (1) additional period of **eighteen (18) months** (the “**Renewal Period**”) by delivering written notice to Kallas no later than thirty (30) days before expiration of the Initial Option Period, on the same terms and for additional nominal consideration equal to the Option Consideration set out in Section 2.3. The renewal notice shall be accompanied by a brief **Activity Report** summarising the material development activities undertaken during the Initial Option Period. A renewal notice unaccompanied by an Activity Report shall be of no effect.

The Initial Option Period and any Renewal Period are collectively the “**Option Period.**”

3.4 Death or Incapacity of Rights Holder

In the event of the death or permanent incapacity of Kallas at any time after execution of this Agreement:

(a) The Option Period (or, if the Discovery Phase has not yet been completed, the Discovery Deadline) shall be automatically extended by six (6) months to allow the Producers to assess the impact on the Project. (b) The Producers may elect to continue the Agreement by notifying the legal representative or estate of Kallas in writing within such extended period. (c) If the Producers elect to continue, the estate or legal representative of Kallas shall be deemed to have assumed the rights and obligations of Kallas under this Agreement, to the extent permitted by applicable law. (d) If the Producers elect not to continue, this Agreement shall terminate and Article 6 reversion provisions shall apply.

4. Discovery Phase and Interviews

4.1 Access to Materials

During the Interview Sessions, and at a mutually agreed location, Kallas shall make available to the Producers all Materials in his possession for review, cataloguing, and copying. Kallas shall cooperate in good faith to ensure the Producers have full and complete access to all Materials. Access to Materials may be conducted concurrently with the interviews.

4.2 Interview Sessions

The Interview Sessions shall consist of in-person interviews with Kallas yielding a minimum of **thirty (30) hours of recorded material**, to be conducted over **consecutive calendar days**.

The Interview Sessions shall be recorded by video and/or audio at the Producers’ election. The start date of the Interview Sessions shall be agreed in writing and confirmed **on signing** this Agreement, as set out in Schedule B. The consecutive-day requirement may be waived: (a) by written agreement of all Parties; or (b) if Kallas suffers a documented medical emergency or acute illness, upon written notice from Kallas to the Producers, which waiver shall not be unreasonably withheld, provided that the Interview Sessions resume within seven (7) days of Kallas’s documented recovery.

Each Party shall bear their own travel and accommodation costs in connection with the Interview Sessions. The Producers shall bear all production-related costs, including recording equipment, technical crew, and related out-of-pocket production expenses.

4.3 Discovery Completion Certificate

Upon the conclusion of the Interview Sessions and confirmation that the minimum thirty (30) hours of recorded material have been captured, the Parties shall promptly execute and deliver the Discovery Completion Certificate, confirming the Discovery Completion Date. The Parties shall use reasonable endeavours to do so within five (5) Business Days.

4.4 Cooperation

Kallas shall participate in the Interview Sessions in good faith, providing truthful, complete, and candid accounts. Kallas shall provide cooperation sessions and respond to reasonable written follow-up inquiries from the Producers during the Option Period, not to exceed **sixty (60) hours** in total per calendar year of the Option Period, unless otherwise agreed in writing by all Parties.

4.5 Ownership During Option Period

All Assessment Work Product shall be owned by the Producers during the Option Period and may be used by the Producers solely for the purposes contemplated by this Agreement, subject always to Article 8. Upon any expiry or termination under Article 6, ownership shall vest in Kallas under Section 6.1.

5. Exercise of Option, Credit, and Participation

5.1 Exercise

The Producers may exercise the Option at any time during the Option Period, in a single exercise or in multiple separate exercises, in respect of one or more Projects. Each exercise shall be made by delivering a written Exercise Notice identifying, with reasonable specificity, the Project or primary medium or format to which that exercise relates.

Upon each exercise, Kallas hereby irrevocably assigns and transfers to the Producers, exclusively and in perpetuity, all rights necessary to develop, produce, finance, and exploit the specified Project in all media and formats throughout the world, including: (i) the right to use Kallas's name, voice, likeness, image, and biographical information in connection with the Project; (ii) the right to portray, depict, and dramatise events from his life, including fictionalisations, composite characters, and dramatic reconstructions; (iii) the right to research his life and conduct interviews with third parties about him in connection with the Project; and (iv) the right to create derivative works based on the Materials and his life story. Each such assignment shall be formalised in a Project Agreement entered into under Section 5.4.

Rights Lock. From the date of delivery of an Exercise Notice for a given Project, the rights assigned in respect of that Project are irrevocably vested in the Producers. Kallas shall not license, sell, assign, or otherwise transfer any such rights to any third party; any purported transfer shall have no effect.

Short-Form PA. Within sixty (60) days of delivering each Exercise Notice, the Producers shall enter into a short-form Project Agreement with Kallas setting out at minimum the Minimum Entitlements, pending entry into the definitive Project Agreement under Section 5.4. If the Producers fail to enter into such short-form agreement within the sixty (60)-day period, the floor terms of Section 5.3 shall automatically constitute the binding terms of Kallas's participation and the Project shall proceed accordingly.

5.2 Producer Credit

Upon exercise of the Option, and in connection with any produced Project, Kallas shall receive no less than a **"Co-Producer"** credit on each such Project. The precise credit (e.g., "Producer," "Executive Producer," "Associate Producer," or "Co-Producer") shall be negotiated in good faith in light of the nature and scope of the Offer and Kallas's ongoing contribution.

5.3 Participation

Kallas shall receive a participation in the financial proceeds of the Project, with a floor of **five percent (5%)** of Net Proceeds. For the avoidance of doubt, this floor participation is cumulative with, and not in lieu of, any additional compensation (including but not limited to upfront fees, creative fees, or other payments) as may be agreed or determined in connection with the applicable Project Agreement; the **five percent (5%)** floor represents

the minimum back-end entitlement, not the total compensation package. The Parties agree to negotiate the final allocation in good faith upon receipt of an Offer, taking into account the overall production budget, financing structure, and Kallas's ongoing contribution, provided that in no event shall Kallas's participation in Net Proceeds fall below the **five percent (5%)** floor established in this Agreement.

5.4 Negotiation Trigger

Within thirty (30) days of receipt of a bona fide Offer, the Parties shall enter into good faith negotiations to finalise the terms of the Project Agreement. If the Parties cannot reach agreement within ninety (90) days of the Offer, the minimum floor terms established by Section 5.3 shall automatically apply and the Project shall proceed accordingly.

5.5 Most Favoured Nation

If the Project involves multiple rights holders or subjects, Kallas's credit and participation shall be on a **most favoured nation** basis relative to any other non-producing rights holder or subject attached to the Project.

5.6 Creative Consultation

The Parties acknowledge that Kallas has a legitimate interest in the dignified and accurate representation of his personal story. The Producers undertake to: (a) consult with Kallas in good faith regarding any creative treatment that may materially affect his reputation or dignity; (b) credit Kallas accurately in all Project adaptations; and (c) not present his accounts or life story in a manner that constitutes defamation under the laws of England and Wales. The Producers retain final creative control over all Projects.

6. Reversion and Return of Materials

6.1 Reversion Upon Expiry

If the Option is not exercised before expiration of the Option Period (including any Renewal Period):

(a) All rights granted to the Producers under this Agreement that have not been previously assigned under an Exercise Notice shall automatically revert to Kallas, free and clear of any encumbrance. Rights previously assigned under a Project Agreement are irrevocably vested in the Producers under Section 5.1 (Rights Lock) and are not subject to reversion under this Article 6. (b) All Assessment Work Product shall become the **sole property of Kallas**, except as provided in Section 6.3. (c) Within thirty (30) days of expiration, the Producers shall deliver to Kallas all physical and digital copies of the Assessment Work Product and Materials in their possession, custody, or control. (d) The Producers shall use reasonable endeavours to permanently delete all digital copies from their systems, devices, and cloud storage, and shall provide written certification to Kallas confirming that all reasonably locatable digital copies have been deleted, to the best of the Producers' knowledge.

6.2 No Residual Rights

Upon reversion, the Producers shall retain no rights whatsoever in the Materials, the Assessment Work Product, or the life story of Kallas, and shall not use any of them for any purpose, subject to Section 6.3.

6.3 Retention of Independent Work Product

Notwithstanding Sections 6.1(b) and 6.2, the Producers may retain any Independent Work Product, provided that, following reversion, the Producers shall not use any Independent Work Product to develop, produce, pitch, or commercially exploit any work substantially based on Kallas's life story.

6.4 Early Termination by Producers

The Producers may elect to terminate this Agreement at any time before exercising the Option by delivering thirty (30) days' prior written notice to Kallas (an **"Early Termination Notice"**). Upon the effective date of such termination:

(a) The provisions of Sections 6.1, 6.2, and 6.3 shall apply in full as if the Option Period had expired without exercise.

7. Representations and Warranties

7.1 Kallas Represents and Warrants

(a) He has the full right, power, and authority to enter into this Agreement and to grant the rights set out in it. (b) He has not previously granted, assigned, or encumbered any of the rights granted under this Agreement to any third party. (c) He shall make available to the Producers all Materials without reservation, omission, or concealment. (d) The accounts and information he provides shall be truthful and complete to the best of his knowledge. (e) He shall preserve and maintain the Materials in good order during the Option Period. (f) To his knowledge, there are no pending or threatened legal proceedings, judgments, orders, or governmental investigations affecting the Materials or any of the rights granted under this Agreement that would impair the Producers' ability to develop, produce, or exploit any Project.

7.2 Producers Represent and Warrant

(a) They have the full right, power, and authority to enter into this Agreement. (b) They shall treat all Materials and accounts with due care and confidentiality as set out in Article 8. (c) They shall act in good faith in evaluating the Materials and in negotiating any Project Agreement.

7.3 Ongoing Notification Covenant

Each Party undertakes to notify the other Parties promptly of any material change in circumstances that may affect their ability to perform their obligations under this Agreement or the availability of the rights granted under it.

8. Confidentiality

8.1 Confidentiality

Each Party agrees to hold in strict confidence all confidential information received from the other Parties (including the Materials, accounts, business plans, financial information, and the existence and terms of this Agreement, collectively the **"Confidential Information"**) and not to disclose it to any third party without prior written consent, except: (a) as required by applicable law or court order; (b) to legal, financial, or professional advisors bound by confidentiality obligations; or (c) as reasonably necessary for the development, financing, or distribution of the Project, subject to appropriate non-disclosure agreements.

8.2 Confidentiality After Termination

The confidentiality obligations of this Article 8 remain in full force and effect for **five (5) years** following the expiration or termination of this Agreement for any reason.

9. Breach and Remedies

9.1 Material Breach of Exclusivity

If Kallas makes any of the Materials available to a third party in breach of Section 2.2, or otherwise withholds Materials from the Producers while making them available elsewhere, the following remedies shall apply:

(a) **Costs and Losses:** Kallas shall be liable to the Producers for all documented development costs and expenses incurred by the Producers in connection with the Project. In addition,

Kallas shall be liable for any further losses suffered by the non-breaching Parties to the extent recoverable under the laws of England and Wales.

(b) **Injunctive Relief:** The Producers may seek urgent interim injunctive relief or other interim relief from the courts referred to in Article 10, and without prejudice to any requirement of the court that the applicant give the usual undertaking in damages. The mandatory mediation requirement of Section 10.3 shall not apply where such urgent interim relief is sought.

(c) **Extension:** If the Option Period has not yet expired at the time of discovery of such breach, the Option Period shall be automatically extended by six (6) months from the date of such discovery, at no additional cost to the Producers. If the Option Period has already expired, the Producers' rights to seek damages under Section 9.1(a) and injunctive relief under Section 9.1(b) shall survive and remain exercisable for a period of **three (3) years** from the date of discovery of such breach.

(d) **Costs:** The breaching Party shall indemnify the non-breaching Parties against their reasonable, properly incurred, and documented legal and professional costs and expenses arising from enforcement of this Agreement or pursuit of remedies for the breach, but only to the extent such costs and expenses are: (i) agreed in writing as part of a settlement; or (ii) awarded by a court of competent jurisdiction in England and Wales. Nothing in this Section limits the court's discretion as to costs.

9.2 Other Breaches

If any Party commits a material breach of this Agreement (other than as set out in Section 9.1), the non-breaching Party shall provide written notice specifying the nature of the breach. The breaching Party shall have thirty (30) days from receipt of such notice to cure. If the breach is not cured within that period, the non-breaching Party may pursue all remedies available to it under the laws of England and Wales.

9.3 Incurable Breaches

Notwithstanding the cure period provided in Section 9.2, no cure period shall apply to any breach of Section 2.2 (Exclusivity), Section 7.1(b) (absence of prior grants), or Section 7.1(e) (preservation of Materials). Each such breach constitutes an incurable breach entitling the non-breaching Parties to immediate remedies under this Article 9.

9.4 Cumulative Remedies

All remedies under this Agreement are cumulative and not exclusive of any other remedies available under the laws of England and Wales.

10. Governing Law and Dispute Resolution

10.1 Governing Law

This Agreement shall be governed by and construed in accordance with the **laws of England and Wales**.

10.2 Jurisdiction

The Parties hereby submit to the **exclusive jurisdiction of the courts of England and Wales** for the resolution of any dispute, claim, or controversy arising out of or relating to this Agreement or its breach.

10.3 Mediation

Prior to initiating any judicial proceedings (except where urgent interim relief is sought under Section 9.1(b)), the Parties shall first attempt in good faith to resolve any dispute through mediation administered by a mutually agreed mediator. If the Parties cannot agree on a mediator within fifteen (15) days of a written mediation request, the mediator shall be appointed by an independent body experienced in commercial mediation, as agreed between the Parties or, failing agreement, nominated by either Party to a recognised

dispute resolution organisation in England and Wales. If mediation fails to resolve the dispute within sixty (60) days of the mediator's appointment, either Party may proceed to judicial resolution before the courts referred to in Section 10.2.

10.4 Language

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

11. General Provisions

11.1 Entire Agreement

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

11.2 Amendments

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

11.3 Assignment

Neither Kallas nor the Producers may assign their rights or obligations under this Agreement without the prior written consent of the other Parties, except that the Producers may assign their rights to a production entity formed for the purpose of producing the Project, provided such entity assumes all obligations of the Producers under this Agreement. Any purported assignment in violation of this Section shall be void.

11.4 Joint Exercise by Producers

The rights granted to the Producers under this Agreement are granted jointly and may be exercised only by both Producers acting together. In particular, no Exercise Notice or renewal notice under Section 3.3 shall be valid unless given by both Producers, and neither Producer acting alone has authority to bind the other Producer or Kallas under this Agreement.

11.5 Notices

All notices under this Agreement shall be in writing and sent by email or internationally recognised courier to the address set out in the relevant Party's signature block (or any updated address notified in writing). A notice sent by email is deemed received on the day sent (or the next Business Day if sent outside business hours); a notice sent by courier is deemed received on the second Business Day after dispatch.

11.6 Severability

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

11.7 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic signatures shall be deemed valid and binding.

11.8 No Partnership or Joint Venture

Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between the Parties, except as expressly provided in this Agreement.

11.9 Force Majeure

No Party shall be in breach of this Agreement or liable for any failure or delay in performing its obligations under this Agreement, to the extent that such failure or delay is caused by events or circumstances beyond the reasonable control of that Party, including acts of God,

war, armed conflict, civil unrest, pandemic, epidemic, acts of government, travel restrictions, or natural disaster (“**Force Majeure Event**”):

(a) The affected Party shall notify the other Parties in writing as soon as reasonably practicable after the onset of a Force Majeure Event, describing the event and its estimated duration. (b) The performance obligations of the affected Party, and any associated deadlines including the Discovery Deadline and the Option Period, shall be suspended for the duration of the Force Majeure Event and extended by an equivalent period. (c) If a Force Majeure Event preventing any Party from participating in or completing the Discovery Phase continues for more than **six (6) months**, any Party may terminate this Agreement on thirty (30) days’ written notice, and the provisions of Article 6 shall apply as if the Option Period had expired. (d) For the avoidance of doubt, no Force Majeure Event shall excuse the obligation to make any payment due under this Agreement.

11.10 Third Party Rights

A person who is not a Party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11.11 No Waiver

No failure or delay by any Party to exercise any right or remedy under this Agreement shall operate as a waiver of that right or remedy, nor shall any single or partial exercise of any right or remedy preclude any other or further exercise of that or any other right or remedy.

11.12 Further Assurances

Each Party shall, at its own cost, promptly execute and deliver such documents and do such acts as may reasonably be required to give full effect to this Agreement and the transactions contemplated by it.

11.13 Good Faith

The Parties shall act in good faith in performing their obligations and exercising their rights under this Agreement. Where this Agreement is silent or ambiguous, the Parties shall seek to resolve the matter in a manner consistent with the spirit and purpose of the Agreement and the successful development of the Project.

Signatures

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

RIGHTS HOLDER

Signature: _____

Full Name: **Fares KALLAS**

Nationality: _____

Date of Birth: _____

ID / Passport: _____

Address: _____

Email: _____

Date: _____

PRODUCER

Signature: _____

Full Name: **Reme SAKR**

Nationality: _____

Date of Birth: _____

ID / Passport: _____

Address: _____

Email: _____

Date: _____

PRODUCER

Signature: _____

Full Name: **Olivier BOURGEOIS**

Nationality: _____

Date of Birth: _____

ID / Passport: _____

Address: _____

Email: _____

Date: _____

Schedule B: Interview Sessions Log

Agreed commencement date (confirmed at signing): _____

To be completed upon conclusion of each Interview Session pursuant to Section 4.2. Additional rows to be appended as needed. The minimum requirement is thirty (30) total hours of recorded material.

Session	Date	Location	Duration (hrs)	Format	Participants
1					
2					
3					
4					
5					
6					
7					
8					
Total	-	-	/30 hrs min	-	-

Schedule C: Discovery Completion Certificate

Pursuant to Section 4.3 of the Option on Life Rights Agreement

This Discovery Completion Certificate (this “**Certificate**”) is executed pursuant to Section 4.3 of the Option on Life Rights Agreement dated _____, 2026 (the “**Agreement**”), by and among the undersigned Parties.

The undersigned hereby certify and confirm that:

- 1. The Interview Sessions required by Section 4.2 of the Agreement have been completed.
- 2. The Interview Sessions have yielded a minimum of **thirty (30) hours** of recorded material, as required by the Agreement. Total recorded hours: _____ hrs.
- 3. The **Discovery Phase** (as defined in the Agreement) is hereby declared complete.
- 4. The **Discovery Completion Date** is: _____
- 5. The **Option Period** of eighteen (18) months commences as of the Discovery Completion Date set out above and shall expire on: _____ (unless renewed under Section 3.3 of the Agreement).

The Parties have executed this Certificate as of the Discovery Completion Date set out above.

RIGHTS HOLDER

Signature: _____

Full Name: **Fares KALLAS**

Date: _____

PRODUCER

Signature: _____

Full Name: **Reme SAKR**

Date: _____

PRODUCER

Signature: _____

Full Name: **Olivier BOURGEOIS**

Date: _____

Schedule D: Sample Timeline

For reference only. Actual dates are subject to Party agreement and satisfaction of conditions precedent. This schedule does not create additional obligations beyond those set out in the body of the Agreement.

Phase	When	Key Actions	Responsible
Execution	Effective Date (Day 0)	Agreement signed by all Parties. Interview commencement date confirmed in Schedule B. USD \$1.00 option consideration paid.	All Parties
Discovery Phase (Interviews + Materials Access)	Agreed date (estimated 7 consecutive days)	In-person interviews recorded by video and/or audio at Producers' election. Kallas makes Materials available during the sessions for review, copying, and cataloguing (Section 4.1).	Kallas and Producers
Discovery Completion Certificate	Within 5 Business Days of the final session	Schedule C countersigned by all Parties. Option Period clock starts from the Discovery Completion Date.	All Parties
Initial Option Period	Months 1-18 from Discovery Completion Date	Development, packaging, pitching, and financing outreach may commence.	Producers
Renewal Notice (if applicable)	No later than 30 days before end of Month 18	Written notice plus Activity Report delivered to Kallas. Additional nominal consideration equal to the Option Consideration paid. No Activity Report means no renewal.	Producers
Renewal Period (if applicable)	Months 19-36 from Discovery Completion Date	Continued development, pitching, and financing outreach.	Producers
Exercise Notice	Any time during the Option Period	Written notice identifies the Project or primary medium/format. A Short-Form Project Agreement must be concluded within 60 days of notice (Section 5.1).	Producers
Offer Received	Upon receipt of a bona fide Offer	Negotiation triggered. If the Parties cannot reach agreement within 90 days, the Section 5.3 floor terms apply automatically.	All Parties
Option Lapse (if not exercised)	End of Option Period (Month 18 or 36)	All unexercised rights revert to Kallas. Materials and Assessment Work Product returned within 30 days. Digital copies deleted with written certification provided.	Producers