

FEATURE FILM LICENSING AGREEMENT

This Deal Memo contains the basic agreement as follows:

Licensor: Activator Marketing Co., Ltd.	Licensee: FILMDOO LTD
Name:	Name:
Address: RM,1, 7F, No.35, Guangfu S. Rd, Songshan Dist, Taipei City 105, TW	Address: ARK coworking, 237 Pentonville Road, Kings Cross, London, N1 9NG, United Kingdom
Authorized Rep: Wang Shih	Authorized Rep: William Page
Phone: +886-2-7730-2648 Fax: +886-2-2775-5179 E-Mail: enga.chang@gmail.com	Tel No: Fax No: E-Mail: wjpage@filmdoo.com
FilmDoo FilmDoo.com platform on pay-per-view (TVOD) V	Revenue share 70% of Net Revenues to Licensor, 30% to FilmDoo
Amazon Amazon Transactional Video on Demand (only in the territory referring in Schedule 1) V	Net Amazon Receipts, split is 50% to FilmDoo, 50% to Licensor
Vimeo Vimeo Transactional Video on Demand X	Net Vimeo Receipts, split is 30% to FilmDoo, 70% to Licensor
Google Play Google Play X	Net Google Play Receipts, split is 60% to Licensor, 40% to FilmDoo
OperaTV OperaTV pay per view V	Net OperaTV Receipts, split is 70% to Licensor, 30% to FilmDoo
OperaTV with advertising V	Net OperaTV Receipts, split is 70% to Licensor, 30% to FilmDoo
Sony Entertainment Network Sony Entertainment (only in the territory referring in Schedule 1) V	Net Sony Entertainment Net Receipts, split is 70% to Licensor, 30% to FilmDoo
Film Festivals and Screenings - FilmDoo is working with a number of film festivals and film events to curate a selection of FilmDoo shorts for screening. We will inform you in the event that your film is considered for film festivals and events. If you are interested, please tick V	
Future Potential Monetization - As a film technology company, FilmDoo is continuing to improve our service and to assist filmmakers with getting their content seen by as wide an audience as is possible. We are always speaking to new potential partners and platforms who may have different term lengths, deliverable requirements and different royalty splits. We will inform you in the event that your film is considered for these and will update you accordingly. If you are interested in this opportunity, please tick V	
Other Services - If the materials do not observe the Licensee's quality standards for digital reproduction, the Licensee may charge for the subtitling, closed captions, internationalization of artwork for Film(s) and other services, if required. If you are interested in this, please tick V	

LICENSING AGREEMENT

FilmDoo Limited, a private limited company incorporated in England with company number 8611078 (the "**FilmDoo**" or the "**Licensee**") operates an online film platform called FilmDoo (www.filmdoo.com) and also has various third party distribution agreements in place with sub-licensors to widely distribute content. The Licensor has certain film(s) listed in Schedule 1 (the "**Film(s)**"), which it desires FilmDoo to make available in accordance with the terms and conditions stipulated in this agreement (this "**Agreement**").

1. FILMS

The Film(s) delivered to FilmDoo are of commercially acceptable technical quality. Valid and proper music licenses have been obtained by Licensor so that the Film(s) may be legally copied, distributed, and viewed on all home video, game consoles, mobile and handheld devices and distributed as intended by this Agreement without FilmDoo's payment of a music royalty or additional music license fee.

2. LICENSE

2.1 Licensor grants, assigns and conveys to FilmDoo for the Term a non-exclusive world-wide right to make and distribute copies of the Film(s) for sale and/or rental or performance on all media now known, unknown, and hereafter devised, including without limitation Digital Media and Traditional Media, for the purpose of home viewing and public performance, including but not limited to delivery to hotels, third party broadcasters, online platforms, airlines and maritime vessels and the right to sublicense to other delivery outlets (the "**Licensed Rights**"). FilmDoo is entitled to assign/sublicense all Licensed Rights to third parties and/or to affiliates and contracting partners for distribution, in whole or in parts, (e.g. cable retransmission, satellite transmission, IP TV, transmission through aggregators or contracting partners). Valid and proper music licenses have been obtained by Licensor so that the Film(s) may be legally copied, distributed, and viewed on all Digital Media and distributed as intended by this Agreement without FilmDoo's payment of a music royalty or additional music license fee. Licensor shall be solely responsible for any and all residual and other additional or supplemental payments payable to any union, guild or other entity (e.g., SAG, DGA, WGA, IATSE, AFM) required to be made by reason of the licensing, distribution, or other exploitation of the Film(s) as set forth herein. Licensor shall be responsible for paying all third party participations granted by the Licensor in connection with the Film(s).

2.2 FilmDoo shall have the right to advertise the Film(s) in any manner it sees fit, to make promotional shorts and trailers from the Film(s), and also without limitation, promote, sublicense, assign, market and otherwise exploit the Film(s) in its sole discretion, in connection with the exercise of any and all rights acquired hereunder. FilmDoo shall not delete credits on the Film(s) as delivered, including copyright notice. However, FilmDoo and its licensees shall have the right to insert its trade names and/or logos before the main titles of the Film(s) and after the end titles of the Film(s), and a presentation credit, in the form of "FilmDoo (or any successor, designee, affiliate or sponsor of FilmDoo) Presents," and to insert such trade names and/or logos in all paid advertising related thereto for, including but not limited to the following purposes: legal requirements, censorship, dubbing, formatting, and subtitling. FilmDoo will have the right to market the Film(s) across a growing network of social media and digital platforms that currently reach millions of viewers worldwide including YouTube, Facebook, Instagram, Tumblr, Twitter, Pinterest, Snapchat and the FilmDoo Blog.

2.3 FilmDoo shall have the right to remove the Film(s) from its website and otherwise cease distribution of the Film(s) in its sole discretion, including but not limited to FilmDoo receiving any complaint or notification of any dispute involving the Film(s). FilmDoo may suspend distribution of the Film(s) until any reported disputes concerning the Film(s) are resolved to FilmDoo's satisfaction, or may terminate the Agreement, in its sole discretion.

3. TERM AND TERMINATION

The term of this Agreement commences when this Agreement is fully executed, and **will be terminated following by the licensing period indicated in Schedule 1. Within the licensing time mentioned in Schedule 1**, either party may terminate this Agreement at any time, provided written notice is given to the other party at least thirty (30) days before the effective date of termination. Should Licensor terminate the term of this Agreement, FilmDoo shall have the right, but not the obligation, to continue to sell the Film(s) for twelve (12) weeks after the effective date of termination. To the extent that FilmDoo has generated agreements with third party platforms to which it has received prior written consent from Licensor for distribution of the Film(s) (such as Amazon, Google Play or OperaTV etc.), Licensor acknowledges that termination of this Agreement shall continue until such time that they expire during which period the Licensor shall continue to receive Net Revenue as outlined below.

4. LICENSOR'S FEES

FilmDoo shall have the right, but not the obligation, to include the Film(s) for streaming delivery from any and all devices on the FilmDoo website. The revenue splits between Licensor and FilmDoo are outlined in detail in the Deal Memo on Page 1 of this Agreement. "**Net Revenue**" shall mean the proceeds actually received by FilmDoo from sales and/or rentals of the Film(s) after deduction of any fees should they occur, including the fees deducted from the third party for distribution, territorial taxes, and/or sales taxes.

5. DELIVERY MATERIALS

Licensor shall try to deliver all required materials within thirty (30) days to FilmDoo (the "**Delivery Materials**"). Delivery Materials shall include the Film(s) in SD or HD format, a press kit, copies of all clearances, and where available the E&O insurance certificate. All Delivery Materials have to observe FilmDoo's quality standards. FilmDoo has the right to proof the material upon receiving it. If the materials do not observe FilmDoo's quality standards for digital reproduction, FilmDoo has the right to produce his own material at Licensor's costs, with such costs to be deducted from the fees that would otherwise be payable to the Licensor under this Agreement.

6. LICENSOR'S WARRANTIES

Licensor represents and warrants that:

- (i) it has the full right, power and authority to enter into and fully perform this Agreement;
- (ii) it is the sole owner of all rights granted under this Agreement including copyrights and neighboring rights and any such rights originally vesting in third parties and that it is authorized to dispose over such rights to the benefit of FilmDoo;

THE INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

- (iii) any music within the Film(s) does not infringe or violate the trademark, trade name, copyright, right of privacy or publicity, property rights or any other right of any third party;
- (iv) all necessary rights, permissions, consents and moral rights waivers have been duly obtained by contracting any material rights holder, participant, performer, presenter, contributor or other person involved in the production of the Film(s) or providing rights, services or facilities in connection with it; and
- (v) the Film(s) will not contain material that is unlawful or will promote illegal or unlawful activities (including illegal product placement).

7. INDEMNITY AND LIABILITY

Each party shall indemnify and hold harmless the other party, its affiliates, and their respective trustees, officers, employees, and agents from and against any damages, liabilities, costs and expenses, including but not limited to reasonable legal fees, arising out of or relating to any claim by a third party that, if true as alleged, would constitute a material breach of the other party's representations, warranties, or obligations under this Agreement. In no event shall the maximum liability exceed the sum of fifty thousand pounds (£50,000.00). The Licensor shall indemnify, keep fully indemnified and hold FilmDoo harmless against all claims costs proceedings, demands, damages and/or liabilities including all reasonable legal costs in defending the proceedings arising as a result of any breach or non-performance or non-observance of the intellectual property warranties in clause 6 on the part of the Licensor. For the avoidance of doubt this shall include any claims that may arise in respect of the film for alleged unauthorized use of titles, formats, ideas, characters, plots, plagiarism, unfair competition or privacy or breach of contract. Neither party shall be liable to the other party for any special, indirect, incidental, consequential or punitive damages of any kind or nature whatsoever, arising out of or relating to this Agreement, including but not limited to lost goodwill or lost profits, and whether arising out of breach of warranty, breach of contract, tort (including negligence), strict liability, or otherwise, even if advised of the possibility of such damages or if such damages could have been reasonably foreseen.

8. ACCOUNTING

FilmDoo shall provide online reporting that shall provide data for the sales and other information for the Film(s) on the FilmDoo platform. The Licensor shall be paid quarterly in arrears when sales of the Film(s) hit £300-equivalent gross sales, at which time they can ask to be paid at the end of the quarter they hit the threshold or to be paid in following quarters. For payments being made by FilmDoo to a Licensor bank account outside of the UK; FilmDoo recommends payment via Transferwise. Any applicable transfer fees incurred in the transfer of such payments outside of the UK shall be borne by the Licensor and deducted from the Net Receipts.

1. COUNTERPARTS

This Agreement may be executed in two (2) counterparts (which may be transmitted by electronic transmission in either Tagged Image Format Files or Portable Document Format), each of which shall be deemed an original and which, when taken together, shall constitute one and the same instrument, but this Agreement shall not be binding upon the parties until it has been signed by both parties.

10. COMMERCIAL VIABILITY

Nothing here shall be construed as a representation of the commercial viability of the Film(s), nor a projection or promise that the Film(s) will achieve any particular sales results. FilmDoo shall distribute, market, and promote the Film(s) in its sole discretion under the terms of this Agreement. FilmDoo may terminate this Agreement at any time at its sole discretion, and cease distribution of the Film(s).

11. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

12. CONFIDENTIALITY

Other than as required by law, governmental authority, or to enforce its rights hereunder, neither party will, without the express written consent of the other party, disclose the terms of this Agreement and the revenue generated by the Film(s) by FilmDoo, except to its attorneys, agents, accountants, investors, lenders, or directors on a "need-to-know" basis, provided that such persons are similarly required to keep such information confidential.

13. NO PARTNERSHIP OR AGENCY

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, nor authorise any party to make or enter into any commitments for or on behalf of any other party except as expressly provided herein. Neither party is authorised to make any representations or execute any instrument which state or imply that any such a relationship or entity has been created

14. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).



The Parties have executed this agreement as of the date hereof, and this agreement shall be effective via email in the exchange of the scanned format with the fresh signatures or seals.

IN WITNESS WHEREOF,

FILMDOO LTD (LICENSEE):

Signature: WABe

NAME: WILLIAM PAGE

Position: DIRECTOR

Date: 7th August 2018

Activator Marketing Co., Ltd. (LICENSOR):

Signature:  

NAME: Wang Sh

Position: CEO

Date: ...2018/5/14

2018年5月14日

Schedule 1 – Details of Film(s) (including territories, and licensing period)

1. A Journey of 35
Territory: UK, Canada, US, Europe, South America
For Amazon: Only in UK and Germany
For Sony Entertainment Network: Only in UK, Europe, and South America
Licensing Period: 2018/05/14-2020/12/31

2. A Foley Artist
Territory: UK, Canada, US, Europe, South America exclude FR, GN, IT
For Amazon: Only in UK
For Sony Entertainment Network: Only in UK, Europe, and South America exclude FR, GN, IT
Licensing Period: 2018/05/14-2022/12/31

3. The Silent Teacher
Territory: UK, Canada, US, Europe, South America exclude FR, GN, IT
For Amazon: Only in UK
For Sony Entertainment Network: Only in UK, Europe, and South America exclude FR, GN, IT
Licensing Period: 2018/05/14-2021/12/31

4. Mountain Spirits
Territory: UK, Canada, US, Europe, South America
For Amazon: Only in UK and Germany
For Sony Entertainment Network: Only in UK, Europe, and South America
Licensing Period: 2018/05/14-2021/12/31

5. Nia's Door (The director as Absent without Leave)
Territory: UK, Canada, US, Europe, South America
For Amazon: Only in UK and Germany
For Sony Entertainment Network: Only in UK, Europe, and South America
Licensing Period: 2018/05/14-2022/12/31

6. Guo Mie
Territory: UK, Canada, US, Europe, South America
For Amazon: Only in UK and Germany
For Sony Entertainment Network: Only in UK, Europe, and South America
Licensing Period: 2018/05/14-2020/12/31

7. The Lobster Kid
Territory: UK, Canada, US, Europe, South America
For Amazon: Only in UK and Germany
For Sony Entertainment Network: Only in UK, Europe, and South America
Licensing Period: 2018/05/14-2020/12/31

8. AH-ART (6-episodes TV shows)
Territory: UK, Canada, US, Europe, South America
For Amazon: Only in UK and Germany
For Sony Entertainment Network: Only in UK, Europe, and South America
Licensing Period: 2018/05/14-2022/12/31

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Schedule 2 – Technical Specifications of the Delivery Materials (including territories)

- Clean film file (without watermark or captions) - H264 or Apple ProRes: MP4 or MOV
- Subtitle file in .SRT or .VTT format in English, as well as, when available, other languages and Hard of Hearing captions.
- HD clean poster / packshot (without credits or festivals): .JPG and .PSD layered file if available
- Link to YouTube or Vimeo (not Vimeo on Demand) trailer, or download link for trailer
- HD film stills (6 at least if available)
- Credits list
- Cast & Crew list
- Festivals list
- English synopsis

Final print