

**ELEMENT PICTURES BG LIMITED**  
**23-25 Eastcastle Street, London,**  
**England, W1W 8DF**

**PRODUCT RELEASE AGREEMENT (LONG FORM)**  
**"BUGONIA"**  
**DEAL TERMS**

1	<b>COMPANY</b>	Element Pictures BG Limited (company no. 15278235) 23-25 Eastcastle Street, London W1W 8DF	<b>(Company)</b>
2	<b>PRODUCT OWNER</b>	SolCity Nav LLC 651 North Broad Street, Middletown, DE 19709 USA	<b>(Owner)</b>
3	<b>PRODUCT</b>	VECTOR MAPS as further detailed at Exhibit A	<b>(Product)</b>
4	<b>NAME OF PRODUCTION</b>	"BUGONIA" (working title)	<b>(Film)</b>
5	<b>FEE</b>	£1 (receipt and sufficiency of which is acknowledged by the Owner)	<b>(Fee)</b>
6	<b>SPECIAL CONDITIONS</b>	None	
7	<b>AGREEMENT</b>	This Agreement consists of these Deal Terms and the attached Standard Terms. In the case of any conflict between the Deal Terms and the Standard Terms the Deal Terms shall prevail.	
8	<b>DATE OF AGREEMENT</b>	15 <sup>th</sup> May 2024	

In consideration of the Company's reliance on this Agreement and the Company's promise to pay the Fee, the Owner shall make the Product available to the Company for inclusion in the Film.

For and on behalf of

Agreed and accepted

\_\_\_\_\_  
**Element Pictures BG Limited**

Kirill Shrayber

\_\_\_\_\_  
**SolCity Nav LLC**



**PRODUCT RELEASE AGREEMENT (LONG FORM)**  
**"BUGONIA"**  
**STANDARD TERMS OF ENGAGEMENT**

**1 Rights**

- 1.1 In consideration of the payment by the Company to the Owner of the sum of £1, receipt and sufficiency of which is acknowledged, the Owner with full title guarantee hereby irrevocably licences to the Company the non-exclusive right to include the Product, including anything contained in or on the Product, in the Film and the irrevocable right to exploit the Film containing the Product, and all allied and ancillary rights thereto, including, for the avoidance of doubt, the right to include the footage on all trailers, advertisements and other advertising, publicity and promotional materials, in any and all media and by all means, whether now known or hereafter invented, throughout the world in all languages, for the full period of copyright together with all possible renewals, revivals, reversions and extensions of the same and thereafter in perpetuity to the extent permitted by law without the need for any further payment to the Owner or any third party.
- 1.2 The Owner gives all consents which may be required under the Copyright Designs and Patents Act 1988, as amended, to enable the Company to make the fullest use of the rights granted and assigned in this Agreement.
- 1.3 Payment of the Fee constitutes a complete buyout of all of the rights licensed to the Company pursuant to clause 1.1 above and the Owner shall not be entitled to any further sums whatsoever by reason of the exploitation in any manner whatsoever of the Product and the Film.

**2 Owner's Obligations**

- 2.1 The Owner shall not, other than to the Owner's professional advisers, without the Company's prior written consent, make any statement, announcement or give any information directly or indirectly relating to the Film, any individual engaged in the making of the Film, this Agreement, the internal affairs of the Company or the commercial relationship of the Company with any financing partner (including the broadcaster) (i) to any journalist, critic or correspondent of any newspaper or publication, (ii) to any person, firm or company by whom or in any circumstances in which the repetition or publication of any statement might reasonably be anticipated or (iii) on any on-line messaging service, website, blog, social network (including but not limited to Facebook, Twitter, Instagram and YouTube), or any other internet or intranet-based form, regardless of whether such statement, announcement or comment is directed to one or more specific persons and regardless of whether such statement, announcement or comment can only be accessed by a limited group of people.
- 2.2 Neither the Owner nor any person for whom the Owner is responsible will at any time take any photographs or make any recordings of any activity relating to the Film, the individuals engaged in relation to it or things coming into the Owner's possession or control by reason of the Owner's engagement under this Agreement without the prior written consent of the Company nor shall the Owner, at any time, do anything detrimental to or say anything detrimental about the Film, the Company or any persons involved in or associated with the same.
- 2.3 The Owner acknowledges that the Company shall be under no obligation whatsoever to use the Product in the Film or otherwise but, where the Product is so used, the Owner irrevocably releases the Company from any and all claims or liability of any kind or nature whatsoever arising from such use in the Film and its advertising, promotion and exhibition and any programme or film into which footage of the Film is licensed, including any claims in respect of defamation, invasion of privacy or otherwise and the Owner agrees not, either now or in the future, to assert or maintain any such claims against the Company.

### 3 Warranties and Indemnity

- 3.1 The Owner warrants, represents and undertakes to and with the Company that the Owner:
- 3.1.1 has the full right, power, legal capacity and authority to enter into this Agreement and to license the rights as set out in this Agreement to the Company;
  - 3.1.2 is not subject to any obligation, litigation, commitments or incapacity which will or might conflict with the terms of this Agreement or prevent the Owner from complying with and performing all the conditions and obligations in this Agreement or cause the warranties, representations or undertakings set out to be or become untrue or incapable of being fulfilled;
  - 3.1.3 undertakes that the Company's use of the Product pursuant to the terms of this Agreement will not infringe the rights of any third party; and
  - 3.1.4 has not done and will not do anything which might or could impair the Company's ability to make full use of the Product and to fully exploit the rights granted to the Company pursuant to the terms of this Agreement.
- 3.2 The Owner indemnifies and shall keep the Company indemnified, from and against any and all claims, demands, actions, proceedings, costs, damages, losses, liabilities and expenses (including legal costs, expenses and VAT) suffered or incurred directly or indirectly by the Company or any compensation paid or agreed to be paid by the Company to any third party arising out of any breach, non-performance or non-observance of any of the covenants, warranties, representations, undertakings and agreements contained or implied in this Agreement.

### 4 Anti-Corruption

- 4.1 It is the policy of the Company to comply fully with the laws of the UK against bribery and corruption including the Bribery Act 2010 as amended from time to time (collectively the **Anti-Corruption Policy**). The Company expects the Owner to conduct business legally, ethically and with the highest levels of integrity. Offering or accepting bribes or engaging in bribery of any kind is strictly prohibited and the Owner represents and warrants that the Owner is aware of the Anti-Corruption Policy and will not at any time be in breach of it.

### 5 Data Protection and Privacy

- 5.1 Data Protection Legislation means the Data Protection Act 2018 (**DPA**) and the UK GDPR (as defined in the DPA) (together the **Data Protection Legislation**). The parties to this Agreement will comply with the Data Protection Legislation and the Owner gives any consents or permissions necessary in order for the Company to meet any of its legal and regulatory obligations thereunder.

### 6 No Rescission, Injunctive Relief

- 6.1 The grant of rights under this Agreement shall be irrevocable and shall not be subject to reversion, rescission, termination, injunction or any other equitable relief. The Owner's rights in the circumstances of any breach or repudiation of this Agreement by the Company or any third party shall be limited to the Owner's right to recover damages actually suffered in an action at law. In no circumstances shall the Owner be entitled to injunct, interfere with, inhibit, enjoin or restrain the development, production, distribution, exhibition or other exploitation of the Film or any allied and ancillary rights thereto (including any advertising and publicity relating to the same).

### 7 Miscellaneous

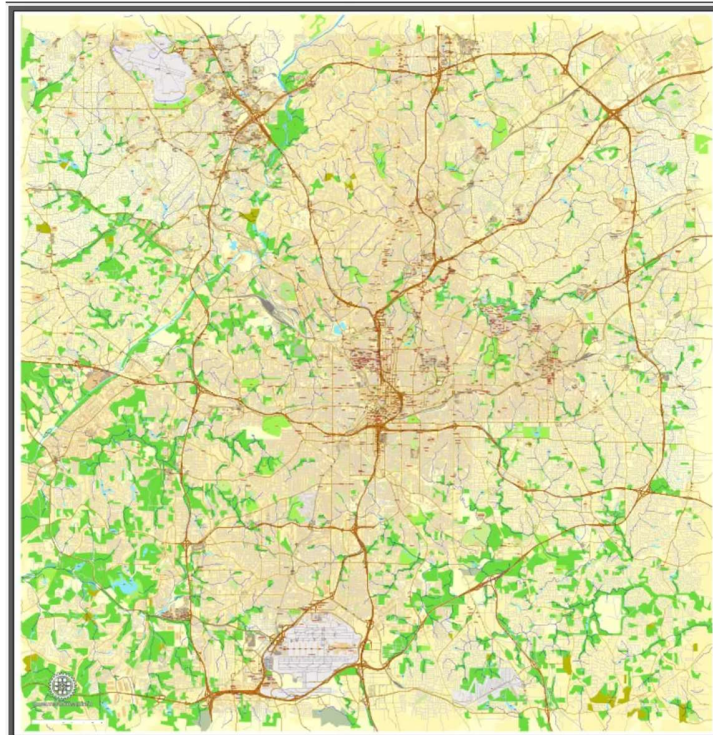
- 7.1 The Company gives no guarantee that the production of the Film will proceed to completion and the Company is not obliged to include the Product in the Film.

- 7.2 Any grievance relating to this Agreement or the Company's conduct hereunder should be raised in writing with the Company.
- 7.3 The liability of any party to this Agreement comprising more than one person shall be joint and several and references to any party to this Agreement shall be deemed to include that party's successors in title, licensees, assigns and/or personal representatives (as applicable) and references in this Agreement to the rights of the Company's nominees shall include any broadcaster or financier as applicable.
- 7.4 Nothing contained in this Agreement shall be deemed to constitute or create a partnership or joint venture between the parties and neither party shall hold itself out as the agent of the other or have the power to bind the other in any matter whatsoever other than in accordance with any further assurance or legal proceedings clause.
- 7.5 No waiver by the parties of any failure by them to perform any covenant or condition of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of any covenant or condition of this Agreement.
- 7.6 The Company shall be entitled to assign or license its rights pursuant to this Agreement in whole or in part to any third party. In the event of any such assignment, transfer, license or dealing the Owner undertakes to continue to render and fulfil the Owner's obligations under this Agreement to such third party and if required the Owner shall enter into a direct contract with the third party on terms similar to those contained in the Agreement. The Owner may not assign this Agreement.
- 7.7 If any clause, provision or any part of this Agreement becomes invalid, illegal or unenforceable in any respect under any law or for any other reason whatsoever, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.
- 7.8 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no term or condition of this Agreement shall confer or be construed as conferring any right on any third party.
- 7.9 This Agreement may be validly executed in any number of counterparts each of which when so executed and delivered shall be an original but which together shall form one and the same instrument. Executed counterpart signature pages of this Agreement sent by fax or scanned and transmitted electronically in either Tag Image File Format (**TIFF**) or Portable Document Format (**PDF**) or the equivalent shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.
- 7.10 Examples used in this Agreement after the word "including" or "include" are illustrative only and shall not limit the generality of the words preceding the word "including" or "include".
- 7.11 This Agreement represents the entire agreement between the parties in respect of its subject matter and replaces any previous agreement(s), whether written or oral, relating to the subject matter and may be varied, modified or terminated only in writing signed by the parties.
- 7.12 This Agreement is deemed to have commenced on (and have effect from) the earlier of signature of this Agreement and the date on which the Owner commenced providing services to the Company in respect of the Film.
- 7.13 This Agreement and any related dispute or claim (whether contractual or non-contractual) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

EXHIBIT A



SKU: 2024.23.04.US.RADMR.2.AI



SKU: 2016.31.07.AT.GE.US.CP.FU.V3.AI