

## PROP RELEASE

### “Deep Cover” (Film)

**THIS AGREEMENT** is dated 15 March 2024 (**Agreement**).

Copertura Productions Limited (company number: 13864762) of The Croquet Lawn Suite, Pinewood Studios, Pinewood Road, Iver Heath, Bucks, SLO ONH (**Producer**, which term shall include Producer’s parents, subsidiaries, affiliates, successors in title, licensees and assigns) wishes to make use of a **London Center Map, England UK Order #94707 as per SCHEDULE 1 hereto**, (the **Prop**, which term shall include all trade marks, service marks, trade names, logos, slogans, copyright and other intellectual property featured in or appearing upon such Prop) belonging to **SOLCITY NAV, LLC of 651 N Broad St Suite 201, Middletown, DE USA (you, which term shall include your parents, subsidiaries, affiliates, successors in title, licensees and assigns)** in connection with the Film, which Producer intends, but does not undertake, to produce, on the following terms:

1. In consideration of the payment of **£1** (the receipt and sufficiency of which you acknowledge), you hereby irrevocably grant Producer and persons authorised by Producer the right to take motion pictures and still photographs of the Prop in and in connection with the Film (including all ancillary rights therein and all advertising and publicity for the same) and edit, change and otherwise use and exploit such film and photographs in any manner as Producer may in its sole discretion elect. Producer shall have the irrevocable right to make any and all uses of such film and photographs, or any portions thereof, in and in connection with the Film anywhere at any time as Producer may in its sole discretion elect, including but not limited to, by way of theatrical exhibition, television broadcasting and any other method of exploitation (including without limitation through any online, interactive and/or other digital media), whether now known or hereafter devised in any language in perpetuity throughout the world, together with the right to display and use, and to authorise others to display and use, such film and photographs for advertising, publicising, promotion or other exploitation of the Film or any platforms, products or services upon which the Film may be exhibited, or which are capable of exhibiting the Film, or any of Producer’s rights hereunder. You hereby acknowledge that you have no interest of any kind or nature whatsoever in such motion pictures or still photographs made or taken by us on or of the Prop and you release Producer from all liability of whatsoever nature arising as a result of the portrayal of the Prop in the Film, including any claims in respect of defamation, invasion of privacy or otherwise. Nothing herein shall obligate Producer to make any use of the Prop.
2. All rights in the films, photographs and recordings made and/or taken which include the Prop shall vest in Producer and Producer shall be entitled to assign, license and/or exploit the same by all means and in all media in perpetuity as Producer may in its absolute discretion elect. You waive pursuant to Section 87 of the Copyright Designs and Patents Act 1988 (the **Act**), unconditionally and irrevocably and in perpetuity all rights under the Act in respect of any motion pictures and still photographs of the Prop and all other moral and author’s rights and rights of a similar nature therein whether now existing or hereafter conferred under the laws of any jurisdiction and confirm that Producer may edit or alter the such motion pictures and still photographs as Producer sees fit. You grant Producer all consents which may be required under the Act to make the fullest use of the rights granted hereunder.
3. You hereby represent, warrant and undertake that you own and/or control the Prop and all rights in the same, have the full right to enter into this Agreement, that you are authorised to grant Producer all of the rights set forth herein, that the consent of no other party is necessary to enable Producer to use the Prop as herein provided and that the exercise of Producer’s rights will not: (a) infringe the copyright or any other personal or property rights of any person; or (b) entitle any person to claim any payment from Producer or from any of Producer’s licensees. You acknowledge that in taking any motion pictures and still photographs of the Prop, which is at substantial cost to Producer, Producer is relying upon the rights granted to it hereunder.
4. All rights granted under this Agreement shall be irrevocable under any and all circumstances and shall not be subject to reversion, rescission or termination. You acknowledge that any application to enjoin, restrict or restrain the exploitation of the Film and/or any of the rights granted hereunder would be excessively damaging to the Film and Producer’s and third parties’ interests therein. Consequently you hereby agree not to apply for any such relief and accept that an action in law for the recovery of damages actually suffered by you will provide a full and appropriate remedy for any loss or damage suffered by you as a result of any breach of this Agreement by Producer.
5. You hereby indemnify and shall keep Producer indemnified from and against all claims, demands, actions, proceedings, costs, damages, losses and expenses (including, without limitation, legal costs, expenses and VAT), whether suffered or

incurred directly or indirectly by Producer, and any compensation paid or agreed to be paid by Producer to any third party or arising out of any breach, non-performance, negligent performance or non-observance by you of any of the covenants, warranties, representations, undertakings and agreements contained or implied in this Agreement.

6. You shall not, other than to your professional advisers, without Producer's consent, make any statement, announcement or give any information directly or indirectly relating to your engagement, the Film, this Agreement, the internal affairs of Producer or the commercial relationship of Producer with any financing partner, to any journalist, critic or correspondent of any newspaper or publication or to any person, firm or company by whom or in circumstances in which the repetition or publication of such statement, announcement or information might reasonably be anticipated. You shall not at any time do anything detrimental to or say anything detrimental about the Film, Producer or any persons involved in or associated with the Film.
7. You represent and warrant that neither you nor anyone acting for you gave or agreed to give anything of value (except for the Prop which was furnished for use solely on or in connection with the Film) to any member of the production staff, anyone associated in any manner with the Film or any representative of the network broadcasting the Film, for mentioning or displaying your name or the name of the company which you represent or any of its products, trade marks, trade names or the like. You understand that any broadcast identification of the Prop which may be furnished shall, in no event, be beyond that which is reasonably related to the Film content.
8. This Agreement constitutes the entire, complete and exclusive agreement between the parties and supersedes and extinguishes any previous agreements, promises, assurances, arrangements, warranties, representations or understandings (whether oral or written), between the parties relating to its subject matter except to the extent that the same is repeated in this Agreement. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
9. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
10. Producer may at any time assign or deal in any manner with any or all of its rights and obligations under this Agreement.
11. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of an executed counterpart of this Agreement electronically in either TIFF or PDF format shall be equally effective as delivery of a manually executed counterpart.
12. This Agreement (and any non-contractual disputes and/or claims relating hereto) shall be construed and shall take effect in accordance with the laws of England and Wales and it is hereby agreed that the Courts of England shall have [exclusive] [non-exclusive] jurisdiction to resolve any dispute or claim which may arise out of or in connection with this Agreement.

This Agreement has been entered into on the date stated at the beginning of it.

**SIGNED** for and on behalf of  
**COPERTURA PRODUCTIONS LIMITED**

.....  
Authorised Signatory

**SIGNED** for and on behalf of  
**Solcity Nav, LLC**

.....  
Kirill Shrayber - Director



*Kirill Shrayber*

**SCHEDULE 1 – next page**



We have finished processing your order.

## Downloads

Product	Expires	Download
<a href="#">London Center Map, England UK, printable vector map Adobe Illustrator editable City Plan G-View Level 17 (100 meters scale) V3.09, full vector</a>	2024-01-19	<a href="#">Printable Map London Center, England UK, vector map Adobe Illustrator editable City Plan G-View Level 17 (100 meters scale) V3.09, full vector</a>

[Order #94707] (2024-01-18)

Product	Quantity	Price
London Center Map, England UK, printable vector map Adobe Illustrator editable City Plan G-View Level 17 (100 meters scale) V3.09, full vector	1	\$ 52.00
<b>Subtotal:</b>		\$ 52.00
<b>Payment method:</b>		PayPal Payment
<b>Total:</b>		\$ 52.00

## Billing address

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*Maud Copertura LTD*  
*north london film studios, the ridgeway*  
*millbrook park*  
*london*  
**LONDON**  
**NW7 1RP**