

PROP CLEARANCE AGREEMENT

Dated as of 29th March 2022

This agreement relates to **STREET DOGS** (the "Film"), which expression includes any advertising and publicity for such Film, any trailers, promotional films, music videos, documentaries, so-called "behind the scenes" footage, "extras" and other productions relating to such Film and any and all parts of any of the foregoing.
The agreement is made between **LIVELY PRODUCTIONS LTD** (Producer) and **SolCity Navigation SRL** (You) relating to the **Vector Maps** as per SCHEDULE 1. hereto.

This Agreement shall confirm that in consideration of the payment of £1 (the receipt and sufficiency of which is hereby acknowledged) and for other good and valuable consideration you have granted permission to the Producer which expression shall include its successors, assigns and licensees) to use the **Vector Maps**, including without limitation any name, logo, trade name, trademark, slogan or artwork therein ("Product") for the purpose of making still and motion pictures and soundtrack recordings of the Product in connection with the (the "Film") which expression shall include all material filmed, recorded or produced in connection with such Film) and in connection with the producing, advertising, publicising, exhibiting and exploiting the Film and/or any subsidiary or ancillary rights relating thereto and any film into which footage of the Film is licensed in whole or in part, in any manner whatsoever in any and all media, devices, processes and technology whether now known or hereafter devised for the full period of copyright and all extensions and renewals thereof and thereafter (insofar as is or may become possible) in perpetuity throughout the universe. You hereby acknowledge that Producer shall have no obligation to utilise the Product in the Film.

This Agreement shall also serve to confirm that you have the authority to grant to Producer the right to use the Product and that the consent of no other person or entity is required to enable the Producer to use the Product as aforesaid and that Producer's exercise of such rights shall not violate or infringe any rights of any third party of whatsoever nature (including trademarks and the rights of publicity, privacy and any other personal and/or property rights (including without limitation, moral rights)) and you shall bring no claim in connection with Producer's use of the Product in accordance with this Agreement. You acknowledge that Producer is proceeding with production, distribution and exploitation of the Film in reliance upon and induced by the foregoing permission. You hereby indemnify and hold Producer, its parent(s), subsidiaries, licensees, successors, related and affiliated companies and their officers, directors, employees, agents, representatives and assigns fully indemnified from and against all actions, proceedings, costs, claims, damages and demands howsoever arising in respect of any actual or alleged breach or non-performance by you of any or your agreements herein or your negligence or willful misconduct.

You hereby give any and all consents which may be required under the Copyright Designs and Patents Act 1988 (or any amendment or variation or modification thereof) to enable the Producer to make the fullest use of the rights hereby assigned or granted.

You acknowledge that the sums payable hereunder are a complete buy-out of all rights and you shall not be entitled to any further sums whatsoever by reason of the exploitation of the Film or other exploitation permitted hereunder.

You agree that in the event of any default of any of the terms of this Agreement by the Producer your only remedy will be an action at law for damages, if any, actually suffered by you. In no event shall you be entitled to rescind this Agreement or receive injunctive or other relief, or enjoin or restrain the distribution, exhibition, advertising or other exploitation of the Film or of any rights granted and assigned under this Agreement.

The Producer shall be entitled to assign this Agreement in whole or in part to any third party and to assign, license and deal with your services hereunder and in the event of any such assignment, license or dealing you undertake to fulfil your obligations pursuant thereto. This Agreement shall be construed in accordance with and governed by the laws of England and Wales and you agree to irrevocably submit to the non-exclusive jurisdiction of the English courts.

Please sign the duplicate of this letter in the space provided for below to signify your acceptance of and agreement to the above Terms.

AGREED AND ACCEPTED:

Licensor

Address

By: _____

4 Park Center Court,
Suite 200A Owings Mills,
MD 21117 USA

Signature _____

Print _____

SCHEDULE 1.

London Greater Map, England UK, printable vector map Adobe Illustrator editable City Plan 2.000 m Street Map

