

ROYALTYHL5 LLC

1245 Broadway, 10th Floor,
New York, NY, 10001,
attn: Legal & Business Affairs,
email: legal@a24films.com

Materials: the attached 2 Vector Maps

Date: April 4, 2024

Licensor: Vector Maps (SolCity Nav, LLC.)

Licensor’s Address: SolCity Nav, LLC, 651

Licensor’s Authorized Agent:

North Broad Street, Middletown, DE 19709

Detailed Use of Materials: Use as set dressing

Agent's Phone Number: +1-809-8462286

MATERIALS RELEASE

The following shall constitute the Agreement between RoyaltyHL5 LLC (“Company”) and Vector Maps (“Licensor”) for the use of the Materials described above in the project currently entitled as *Royalty* (the “Project”).

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Licensor hereby irrevocably grants to Company, its successors, assigns and licensees the non-exclusive right to photograph or otherwise reproduce the Materials as part of the Project and to distribute, exhibit and otherwise exploit (and to authorize others to distribute, exhibit and otherwise exploit) the Project and its related advertising, publicity, main titles, and promotion (including without limitation “making of” and “behind the scenes” programs) incorporating the image of the Materials throughout the world in perpetuity in any and all media and by all means, now known or hereafter devised. Licensor hereby grants this release for no compensation, but Licensor understands that Company may rely on this release if it elects to include the Materials in the Project.

Licensor represents and warrants that: (i) Licensor is the copyright owner (or authorized representative of the copyright owner) of the Materials; (ii) has the full right and authority to enter into this agreement and grant the rights hereunder; and (iii) no approvals and/or licenses are necessary from any other party to grant Company’s use of the Materials as granted herein. Licensor at all times shall defend, indemnify and hold harmless Company, its parent, subsidiary and affiliate organizations, and its and their employees, agents, successors and assigns from and against any and all claims, actions, damages and losses, liabilities and expenses, including reasonable attorneys’ fees, arising out of or caused by the breach of any of the representations, warranties, undertakings and agreements made by Licensor hereunder.

Nothing contained herein shall require Company to make or distribute or exhibit the Project, or to use the Materials in connection with the Project. Company shall be sole owner of the Project and all rights therein for all purposes in perpetuity. Company acknowledges that its use of the Materials will not affect Licensor’s continued and separate copyright ownership of the Materials.

Company at all times shall defend, indemnify and hold harmless Licensor, and Licensor’s successors and assigns from and against any and all claims, actions, damages and losses, liabilities and expenses, including reasonable outside attorneys’ fees, arising out of or caused by Company’s use of the Materials except as specified herein and by the breach of any of the representations, warranties, undertakings and agreements made by Licensor hereunder.

Licensor's sole remedy for a breach of this agreement by Company is an action at law for money damages, and Licensor shall not have the right to enjoin, restrain or otherwise interfere with the distribution or other exploitation of the Project or its advertising or publicity. No casual or inadvertent failure by Company to comply with the provisions of this agreement (other than any provision to pay money) shall constitute a breach provided, however, that upon written notice to Company, Company shall use reasonable efforts to prospectively cure such failure.

Company may assign this Agreement and any or all its rights and obligations to any party or entity insofar as is necessary to assign its rights in and to the Project to such third party(ies).

Licensor shall hold in strict confidence all information or material of any kind relating to the Project or to Company, and its subsidiaries, successors, licensees, assigns, officers and directors (collectively, the "Confidential Parties") and any creative ideas and all financial, personal and business information in connection with the Project (collectively, the "Confidential Information"). Licensor shall not, without Company's prior written permission: (i) issue or authorize the publication of any interview, news story, publicity or publicity materials, or make public statements or postings (including, without limitation, on social media and social networking websites such as Twitter, Instagram and Facebook) relating to the Confidential Parties and/or the Project; (ii) make any derogatory or knowingly false statements concerning the Project and/or the Confidential Parties; (iii) remove, copy, distribute, retain or turn to account the Confidential Information for Licensor's use and/or for the benefit of any third party and/or any other use whatsoever; or (iv) otherwise disclose any part of the Confidential Information or encourage any other individual to do any of the foregoing.

The persons signing this agreement on behalf of Licensor and Company respectively represent and warrant that they have the right to sign on behalf of their principal and to bind their principal to this agreement.

The execution of this agreement has not been induced by any representations, statements, warranties or agreements other than those expressed herein. This agreement embodies the entire understanding, written or oral, in effect between the parties relating to the subject matter hereof and supersedes any agreement, written or oral that may currently exist between Licensor and Company. This agreement can be modified only by a written instrument signed by both parties. This agreement shall be construed and interpreted under the laws of the State of New York governing agreements which are wholly executed and performed therein.

AGREED AND ACCEPTED:

RoyaltyHL5 LLC ("Company")

Vector Maps ("Licensor")

By: _____

By: Kirill Shrayber, ph.d.

Its: _____

Its: President



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