

CLAPPERBOARD STUDIOS SPV5 LIMITED

Company Reg. 13770283

PROP/PRODUCTS RELEASE AGREEMENT

PROP/PRODUCT OWNER:	[SolCity Nav, LLC] (Company Number: [36-5060884] of [651 North Broad Street, Middletown, DE 19709]
PRODUCER:	Clapperboard Studios SPV5 Limited of 3rd Floor, 109 Hammersmith Road, London W14 0QH, UK (the “ Producer ” which expression shall be deemed to include the Company's successors in title, licensees and assigns)
PROGRAMME:	Drama series “ THE GOOD SHIP MURDER SERIES 2 ” (“the Programme ” which expression shall include all material filmed, recorded or produced in connection with the Production)
DATE:	[04.30.2024]
PROP/PRODUCT:	[Roma Italy PDF Vector Map: City Plan Low Detailed (simple white) Street Map editable Adobe PDF in layers: https://vectormap.net/product/roma-italy-pdf-vector-map-city-plan-low-detailed-simple-white-street-map-editable-adobe-pdf-in-layers/] (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)

The Producer wishes to make use of the Prop belonging to you in connection with the Programme, which the Producer intends, but does not undertake, to produce, on the following terms:

1. In consideration of the payment of [\$23.00] (the receipt and sufficiency of which you acknowledge), you hereby irrevocably grant the Producer and persons authorised by the Producer the right to take motion pictures and still photographs of the Prop in connection with the Programme (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 the Producer may in its sole discretion elect. The Producer shall have the irrevocable right to make any and all uses of such film and photographs, or any portions thereof, in connection with the Programme anywhere at any time as the 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 Programme or any of the 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 the Producer on or of the Prop and you release the Producer from all liability of whatsoever nature arising as a result of the portrayal of the Prop in the Programme, including any claims in respect of defamation, invasion of privacy or otherwise. Nothing herein shall obligate the 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 the Producer and the Producer shall be entitled to assign, license and/or exploit the same by all means and in all media in perpetuity as the 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 the Producer may edit or alter such motion pictures and still photographs as the

Producer sees fit. You grant the 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 the Producer all of the rights set forth herein, that the consent of no other party is necessary to enable the Producer to use the Prop as herein provided and that the exercise of the 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 the Producer or from any of the Producer's licensees. You acknowledge that in taking any motion pictures and still photographs of the Prop, which is at substantial cost to the Producer, the 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 Programme and/or any of the rights granted hereunder would be excessively damaging to the Programme and the 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 the Producer.
5. You hereby indemnify and shall keep the 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 the Producer, and any compensation paid or agreed to be paid by the Producer to any third party or arising out of any breach, non-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 the Producer's written consent, make any statement, announcement or give any information directly or indirectly relating to your engagement, the Programme, this Agreement, the internal affairs of the Producer or the commercial relationship of the Producer with any financing partner, to any journalist, critic or correspondent of any newspaper or publication or to any person, film or company or online (including but not limited to any social media sites). You shall not at any time do anything detrimental to or say anything detrimental about the Programme, the Producer or any persons involved in or associated with the Programme.
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 Programme) to any member of the production staff, anyone associated in any manner with the Programme or any representative of the network broadcasting the Programme, 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 Programme content. Neither party to this Agreement will perform, offer, give and receive bribes or enter into corrupt actions in relation to the performance of this Agreement. For the purposes of this clause, bribes or corrupt actions mean any payment, gift or gratuity whether in cash or kind, which is intended to obtain or retain an advantage, or any other action deemed to be corrupt under the UK Bribery Act 2010.
8. This Agreement sets forth the entire understanding of the parties and 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. This Agreement may not be altered except by written instrument signed by the parties hereto.
9. The Producer may at any time assign or deal in any manner with any or all of its rights and obligations under this Agreement.

- 10. 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.
- 11. This Agreement (and any and all non-contractual matters and/or disputes relating hereto) shall be governed and construed in accordance with the laws of England and Wales and the parties hereto irrevocably submit to the exclusive jurisdiction of the English Courts in respect thereof.

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

SIGNED for and on behalf of
PRODUCER:

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SIGNED for and on behalf of
PROP/PRODUCT OWNER:
Kirill Shrayber, SolCity Nav, LLC
President

