

On the date herein below written, the following

SCRIPTWRITER'S AGREEMENT

has been entered into by and between

(the "Producer")

and

("[the Lender]")

("[the Lender]")

(Together the Writers)

(Lender and Producer individually the "Party" or collectively, the "Parties")

regarding the services of ("the Writer") and ("the Writer") as the
writer of a script for a feature and or TV film with the provisional title " *DANSK TITEL* "
(hereinafter referred to as "the Film")

1. Definitions

1.1 Capitalized terms used herein shall bear the following meanings:

"Agreement" shall mean this Writer's Agreement.

"Distributors Gross Receipts" shall mean all income (to the extent such income is not included in the finance plan for the Film) from sales agent/distributors for any form of exploitation of the Film or parts hereof in all media forms in the entire world without time limits including, but not limited to, film rental, advances, sales and prize amounts, apart from personal prize amounts, earned by the theatrical distribution of the Film, 16mm distribution, videogram distribution (sales and rental), television distribution, including pay and free television, as well as any form of commercial or non-commercial exploitation including, but not limited to, institutional distribution, hotel or sale or rental to hotels, aircraft or ships and merchandising.

"Equity" shall mean the capital invested in the Film for profit.

"Film" shall mean a feature film with the working title "_____ " based on an original script by _____ and _____

"Producer's Gross Receipts" shall mean Distributors Gross Receipts less distribution and sales fees and costs, including commission to distributors of the Film and direct costs incurred in connection with the promotion, distribution and marketing of the Film.

"Work" shall mean all the results, products, contributions and property of Writer's services hereunder or otherwise in connection with the Film, whether as writer or otherwise.

2. Engagement & Services

- 2.1 The Producer hereby engages the Lender to furnish the services of the Writer to write an original script /shooting script (the "Work") for the Film.
- 2.2 The services of the Writer shall include development of the Work including the final version, ready to shoot, and it shall include any change of the Work during the production period, and any addition during post-production.
- 2.3 The duration of the Film shall be approximately 95 minutes.
- 2.4 All of Writer's services shall be rendered promptly in a diligent, conscientious, artistic and efficient manner and the Writer shall devote his entire time and attention and best talents and abilities to the services to be rendered, either alone or in collaboration with others. The Writer's services shall be rendered in such manner as the Producer may reasonably direct

pursuant to the instructions, suggestions and ideas of, and under the control of, and at the times and places reasonably required by Producer's duly authorized representatives. The Writer, as and when reasonably requested by the Producer, shall consult with Producer's duly authorized representatives and shall be available for conferences with such representatives for such purposes at such times and places during Writer's employment as may be required by such representatives.

- 2.5 The Producer will make available an office with computer at _____ office for the use of the writers in the period from the _____ to _____ 2004. Should the period be insufficient time to a second period will be granted.

3. Delivery

- 3.1 The Writer shall complete and deliver to Producer the Work defined as a first draft no later than 19th May 2004. Should there be problems in meeting the deadline the Producer must be informed no later than 1 week before the deadline.
- 3.2 The Writer shall, if so requested by Producer, deliver copies of such parts of the Work as shall have been written at the time of such request and shall upon completion of the Writer's services or upon termination of this Agreement deliver to Producer copies of all papers and computer disks relating to the Work in the possession of the Writer.

4. Copyright

- 4.1 The Lender and the Writer hereby irrevocably assign to the Producer the entire copyright, as well as all rights in the nature of copyright throughout the world, and all other right, title and interest of whatsoever nature, whether vested or contingent, in and to the Work and in all other products of the services of the Writer, hereunder for the Producer to hold the same absolutely, throughout the universe, for the full period of copyright wherever subsisting or acquired, and all renewals and extensions thereof, and thereafter (insofar as Writer is or may become able to do so) in perpetuity.
- 4.2 The Producer shall be entitled to use or not use the Work at Producer's sole, absolute and unfettered discretion. The Writer irrevocably and unconditionally waives in perpetuity the benefit of any provision of law known as moral rights of authors or any similar law in any country to the extent possible. The Writer undertakes not to commence or support any action for infringement [of any such moral rights or] in respect of any changes to or adaptations of the Work.

- 4.3 Without limitation the generality of the foregoing, the grant of rights from Lender and Writer shall irrevocably vest in Producer the sole and exclusive right, throughout the universe, in perpetuity, both commercially and non-commercially, in all manner and media and for all uses known today or developed in the future, and in any and all languages (and with or without subtitles or dubbing), to use, reproduce, perform, present, distribute, copy, publish, exhibit, sell, rent, promote, advertise, license and/or otherwise exploit the Work and the Film (including all worldwide copyrights pertaining to the same and all elements and/or rights contained therein), including without limitations, in all forms of:
- 4.3.1 exhibition in theatres and other venues (e.g. theatrical, non-theatrical, projected video, ships, airlines);
 - 4.3.2 television transmission (e.g. free-tv, pay-per-view, pay-per-event, video-on-demand, cable and satellite television, private hotel systems etc.);
 - 4.3.3 videogram sales or rentals (e.g. DVD, VHS or Beta cassette, laserdisc);
 - 4.3.4 digital and/or internet transmission (e.g. streaming, downloads, uploads, broadband, video-on-demand);
 - 4.3.5 computer assisted media (e.g. CD-ROM, CD-I and similar systems);
 - 4.3.6 ancillary, derivative and/or subsidiary works and/or products related to the Film (e.g. soundtrack albums, merchandising, computer games, interactive or multimedia, character, theme park, remakes (to follow standard royalty or better), television series or versions and other allied rights); and
 - 4.3.7 advertising, publicizing, promoting and/or exploiting the Film (including by means of trailers, advertising, promotion, electronic press kits and promotional Film i.e. "behind-the-scenes", "making of" or other promotional Film or programs).
- 4.4 Producer shall have the right to use the Writer's name and approved photographs in the film footage including interviews or outtakes, and approved biography of the Writer in connection with the advertising, publishing, exploiting and broadcasting of the Film and the Work.
- 4.5 Writer hereby irrevocably und unconditionally waives in perpetuity any right to repurchase the rights in the Work hereby assigned and granted, notwithstanding the fact that Producer shall not have commenced principal photography of the Film within 2 years from the date of delivery to the Producer of the last part of the Work for which Writer is commissioned

hereunder. The rights can only be used by a third party if the Producer is repaid his investments in the project.

4.6 The rights hereby assigned shall include the right to add, to take from, to alter, to adapt and/or change the Work as the Producer sees fit, however with respect of the Danish Copyright Law and moral rights.

4.7 Independent of the above mentioned assignment of rights, the Lender shall retain the Writers right of remuneration under Article 35 and 39 of the Danish Copyright Act and similar foreign or international provisions that later may supplement or replace these provisions on remuneration for the rights now affected by the provisions.

5. Remuneration

5.1 As remuneration for Writer's services hereunder and for the rights granted to the Producer and subject to the full compliance with the terms and conditions of this Agreement by Lender, Producer agrees to pay to Lender a fixed fee of total DKK 350.000 (Danish Croner Forty Thousand) (the "Fixed Remuneration"). The Fixed Remuneration shall become due and payable upon the Writer's delivery of the finished shooting script to Producer.

Payment schedule of the fixed Remuneration is to be paid in the following instalments:

Instalment 1 of DKK 50.000 has been paid by DR to The Writers who has split the money DKK 30.000 to _____ and DKK 20.000 to _____

Instalment 2 of DKK 40.000 is to be paid by The Producer and will be paid solely to _____ DKK 10.000 upon signature of this agreement and DKK 30.000 upon delivery of the work.

Instalment 3 and 4 DKK 260.000 is to be paid in as the Producer is able to procure financing for the development and will be divided between the two writers in a ratio agreed of _____ and _____ 1/3.

In total the outstanding amounts to be sought financing for are:

86.000
174.000

Instalment 4 shall be DKK 50.000 and is to be paid first day of shooting.

The fees until 1.draft must follow the union rates of DDF which is 188.944 divided between the writers . This is also the case if the film is to be made as a low-budget movie. The fees are to be paid by development funding obtained by the Producer and not in addition to the already invested second instalment described above.

has agreed to receive his payment later at a stage when sufficient financing has been procured by the Producer.

In addition to the fee, the Producer will pay for daily lunch if the writers are working in Filmbyen.

5.2 As a contingent remuneration (the "Contingent Remuneration"), the Lender shall be entitled to a royalty payment of to be negotiated 5 % of Producer's Gross Receipts when the equity has been recouped 100% and 7% when the equity has been recouped 200% and 9% when equity has been recouped 300%. Any Contingent Remuneration shall become due and payable monthly for 12 (twelve) months after the first release of the Film. In the period from the 12th (twelfth) to the 36th (thirty-sixth) month after the month in which the Equity in the Film has been recouped 100% the Contingent Remuneration shall become due and payable quarterly. After the 36th (thirty-sixth) month the Contingent Remuneration shall become due and payable yearly. Any contingent remuneration is to be split between the two writers in a 1/3 to and 2/3 to

5.3 If other scriptwriters have contributed to the Work, the Writer and the other scriptwriter(s) shall share any contingent remuneration that falls due under this Agreement and the agreement(s) with the other scriptwriter(s).

5.4 Should the Producer be able to procure additional script funding for the project other than instalment 1 and 2, then the Writers will receive this funding 100%.

5.5 A bonus of DKK 90.000 is payable upon the project obtaining a total financing of more than DKK 12 Mill. The bonus remuneration is to be split between the two writers in a 1/3 to and 2/3 to

5.6 The writers are informed that the realisation of the project can depend upon the willingness of the writers to make deferment of their salary and agree to look at a possibility of investment of parts of the salary.

6. **Credit**

6.1 Subject to the Writer rendering substantially all the services required of the Writer hereunder and to the Film being based wholly upon the Work, the Producer shall accord the Writer credit:

6.1.1 on all positive copies of the Film, made by or under the control of the Producer in the main titles; and

6.1.2 in all major paid advertising and major paid publicity relating to the Film, issued by or under the direct control of the Producer, subject to the Producer's and other distributor's, broadcaster's and exhibitor's customary exclusions.

6.2 Subject to Section 6.1, Producer shall determine the size and placement of the Writer's credit in its sole discretion.

6.3 No casual or inadvertent failure by the Producer to comply with the provisions of this Section 6 and no failure of persons other than Producer to comply therewith, or with their contracts with the Producer shall constitute a breach of this Agreement by the Producer.

7. Assignment

7.1 Producer has the right to assign all rights and obligations according to this Agreement to a third party.

8. Cut-off

8.1 The Producer shall have an absolute so-called right of "cut-off" at any time after delivery of every draft of the Work, and the Producer may, in agreement with the writers, commission any other writer or writers (either alone or in collaboration with the Writer) to write any further drafts, rewrites or revisions of the Work which the Producer may commission.

9. Production Accounts -

9.1 The Producer shall forward to Lender production accounts in accordance with fair accounting practices and the final financing plan no later than 6 months after the theatrical release of the Film in Denmark. In addition hereto the Producer shall forward to Lender a written statement twice annually of the Film's receipts for the first period of 12 months after the theatrical release of the Film in Denmark, and hereinafter annually.

10. Warranties, Representations, Indemnities

- 10.1 The Lender warrants and represents that the Work shall be wholly original to Writer, except as to matters within the public domain, and shall not infringe upon or violate the rights of privacy or publicity of, or constitute a libel or slander against, or violate any common law or any other rights of, any person, firm or corporation.
- 10.2 The Lender shall indemnify the Producer and Producer's licensees and assigns and its or their officers, agents and employees, from all liabilities, actions, suits or other claims arising out of any breach by the Lender of Lender's warranties and representations and out of the use by the Producer of the Work and from reasonable attorneys' fees and costs in defending against the same. The foregoing shall apply only to material created or furnished by the Lender, and shall not extend to changes or additions made therein by the Producer, or to claims for defamation or invasion of the privacy of any person unless the Writer knowingly uses the name or personality of such person or should have known, in the exercise of reasonable prudence, that such person would or might claim that such person's personality was used in the Work.
- 10.3 The Producer shall indemnify the Lender to the same extent that Lender indemnifies Producer hereunder, as to any material supplied by Producer to Writer for incorporation into the Work.
- 10.4 The party receiving notice of any claim or action subject to indemnity hereunder shall promptly notify the other party.

11. Dispute Resolution

- 11.1 This Agreement shall be governed by Danish law. Any disputes arising out of or in connection with the Agreement shall be settled by the Maritime and Commercial Court of Copenhagen.
- 11.2 Notwithstanding Section 12.2 any disputes arising out of or in connection with the Agreement with a subject matter exceeding 1 million Danish kroner (DKK 1,000,000) shall not be brought before the Maritime and Commercial Court of Copenhagen, but shall be settled by arbitration with final, conclusive and binding effect in accordance with the following provisions.

11.3 The Danish Institute of Arbitration (Copenhagen Arbitration) (Det Danske Voldgiftsinstitut) appoints the arbitration tribunal in accordance with its Rules of Procedure. However, either Party shall be entitled to appoint an arbitrator, and the Danish Institute of Arbitration shall appoint the chairman of the arbitration. If a Party fails to appoint an arbitrator within fourteen (14) days after receipt of the request for arbitration, such arbitrator will be appointed by the Danish Institute of Arbitration at the request of the other Party.

12. Miscellenious

This Agreement shall be executed in duplicate of which each of the Parties shall receive one original copy.

[**], _____ [**]
For and on behalf of
[The Producer]:

[**], _____ [**]
For and on behalf of
[The Lender]:

[**], _____ [**]
For and on behalf of
[The Lender]:

and

hereby confirms the grant of rights herein:

[**], _____ [**]

[**], _____ [**]
