

As of September 18th, 2001

("Artist")

Re: "THROUGH A GLASS DARKLY"

Gentlemen:

Whereas, Company agrees and acknowledges, that Artist is represented by _____ ("~~Company's~~ _____"); and that all payments to Artist in accordance with this Agreement shall be paid to Lender on receipt of invoice/s as appropriate.

Whereas, Lender, by the signature on this Agreement warrants that Lender is a company duly incorporated as a legal entity in Denmark on the address laid down in the preamble of this Agreement.

Whereas, Lender by its signature on this Agreement agrees and acknowledges, that it will be responsible for any deducting and withholding of amounts from the consideration payable by Lender to Writer amounts required to be deducted and withheld under employment agreements, under the provisions of any Danish statute, regulation, ordinance or order requiring the withholding or deduction of compensation.

Whereas, Writer agrees and acknowledges, that he will look solely to the Lender and not to Company for all compensation and other remuneration for any and all services and rights which he may render and grant to Company under the Agreement, provided Lender has been paid in full by Company.

Whereas, Artist and/or Lender will indemnify and hold Company, its officers and assigns harmless from and against any and all taxes which Company may have to pay and any and all liabilities (including judgements, penalties, interest, damages, costs and expenses including reasonable attorneys' fees, whether or not litigation is actually commenced) which may be obtained against, imposed or suffered by Company or which Company may incur by reason of Lender's failure to deduct and withhold from the compensation payable under the Agreement any amounts required or permitted to be deducted and withheld from the compensation.

Whereas, it is Company's express condition for entering into this Agreement that the copyright is transferred according to US copyright law, as it is Company's express intent to produce the Picture within a

3.2. Completion of Development Period. At any time, Company may (i) engage Artist to render production services as director of the Picture by notice, or (ii) advise Artist that Company elects not to proceed with production of the Picture, in which event Artist shall have no further obligation to furnish Artist's services hereunder and Company shall have no further obligations hereunder. The foregoing means that after completion of the development, Company shall submit the project to different financiers, who shall then have a period in which to approve or reject the Picture. If Company "Elects to Proceed to Production" of the Picture based upon the script by Artist, and if Company and/ or Artist has at no time abandoned development or production of the Picture, then Company shall engage Artist as director of the Picture hereunder. Company shall have "Elected to Proceed to Production" when Company has: (i) given written notice that he "Elects to Proceed to Production", (ii) approved the final screenplay and budget (iii) engaged the line producer and principal cast (iv) scheduled a Start Date, (v) financed the Picture.

3.3. Production. If Artist is engaged to render production services pursuant to Paragraph 3.2, Artist's services shall be non-exclusive but first priority to Company starting on the date which Company designates as the commencement of pre-production, and on an exclusive basis commencing eight (8) weeks prior to commencement of principal photography through delivery of Artist's last cut of the Picture to Company (the "Exclusive Period"), and thereafter on a non-exclusive but first priority basis through delivery of the answer print.

3.4. Abandonment/Termination. In the event of one or more of the following situations, then at Company's election this Agreement shall terminate in which event neither party shall have any further obligation to the other party:

(a)

If Company does not Elect to Proceed to Production

(b)

If Company and Artist cannot agree on a final version of the script, a budget, and the cast, which Company can reasonably finance.

4. Services. If Company Elects to Proceed to Production, Company shall engage Artist to render production services pursuant to Paragraph 3.2, and Artist shall render all services customarily rendered by directors of first-class theatrical motion pictures in the motion picture industry, as, where and when required by Company including services in the development, pre-production, production and post-production of the Picture. Artist shall render his/her services subject to Company's direction in all matters.

5. Directing Fee. Upon condition that Artist perform all services required hereunder and that Artist is not in default hereof, subject to Company's rights of suspension and/or termination in the event of default, disability or force majeure, Company agrees to pay to Artist, as full and complete consideration for Artist's services and for all rights transferred by Artist hereunder, the compensation set forth below.

5.1. Development Fee: For Artist's development services referred to herein, a development fee of _____ Danish Kroners (DKK _____), payable one-half (1/2) upon satisfaction of the conditions precedent set forth in Paragraph above and one-half (1/2) upon the earlier of delivery of development package or _____. All compensation paid pursuant to this Paragraph 5.1 shall be deemed an advance against, and shall be deductible from, the Basic Compensation payable pursuant to Paragraph 5.2 below.

5.2. Basic Compensation: If (i) Artist is engaged as set forth in Paragraph 3.2. above and, (ii) Artist is not in default of this Agreement, and (iii) Artist renders all directing services hereunder, Company will pay Artist basic compensation (the "Basic Compensation") of 5% of the below-the-line budget excluding contingencies, financing costs and completion bond. However, the Basic Compensation shall be minimum four hundred thousand Danish Kroner (400.000 DKK), and shall be capped at eight hundred thousand Danish Kroner (800.000 DKK). The Development Fee pursuant to

Paragraph 5.1. above, if any, shall be considered as an advance on the Basic Compensation. The Basic Compensation shall accrue and be payable in installments as follows:

(a) Twenty percent (20%) of the Basic Compensation (less the development fee) shall be payable in two (2) equal monthly installments commencing two (2) months prior to the start date for commencement of principal photography;

(b) Sixty percent (60%) of the Basic Compensation shall be payable in equal installments over the period of principal photography;

(c) Ten percent (10%) of the Basic Compensation shall be payable upon completion of Artist's last cut of the Picture; and

(d) Ten percent (10%) of the Basic Compensation shall be payable upon satisfactory delivery to Company of the answer print in accordance with Paragraph 7 below.

All sums accrued hereunder shall be payable on Company's regular monthly pay day. Company shall pay all sums with liberating effect to Lender, who shall hence be entitled to withhold any amount of tax and/or levy imposed on Company/ Lender/ Artist in accordance with Danish standards.

If, within the period Director's services are rendered to Company on an exclusive basis, (the "Exclusive Period"), Company in its sole discretion finds it necessary to postpone the production for productional reasons such as availability of cast and/ or production facilities or the like, Company shall have the right to suspend the Artist's Services, and Artist's Compensation during such period.

5.3. Conditions Related to Compensation

No Compensation shall accrue or become payable to Artist during Artist's Default. Artist's Incapacity or Force Majeure as defined below in § 22.

6. Royalty

In addition to the Fee, the Director shall be entitled to a royalty of 5% of the revenues deriving from exploitation of the Film after deduction of distribution fees and distribution expenses, and after Company has recouped its equity investment in the Film as stated in the approved production account. Distribution support received from the Danish Film Institute, if any, shall be deducted from the distribution expenses for the purpose of calculating the Director's royalty.

The royalty shall be raised to 10%, if and when Company's equity investment has been recouped 200%,

Amounts and contributions that are part of the financing of the Film shall not be considered as income, and no royalties shall be paid from such amounts.

Payment of the royalty shall take place biannually, on the basis of the statement of accounts for the previous six-month period.

Payment shall take place 50 days after the expiry of each period.

Company reserves its rights to any amount collected by any collecting society or rights association payable to producers that arise from any other or secondary exploitation in the form of royalties, compulsory licenses, cable retransmission income, remuneration for renting and lending, levies on blank videograms or hardware etc. No royalties shall be calculated from such amounts, as the Writer receives amounts collected by his own collecting society for the same exploitation.

6.1. Accounting

Company shall provide Artist with the following accounting material on a forthgoing basis:

- a. Production accounts, audited by a chartered accountant no later than 6 months after initial theatrical release of the Picture;
- b. Quarterly statement of the revenues of the Picture the first year after theatrical release, audited by a chartered accountant.
Thereafter annual statements audited by a chartered accountant.

7. Delivery; Length; Rating; Cover Shots. Artist shall deliver the completed Picture to Company within a post-production schedule approved by Company, which post-production schedule shall be in accordance with Company's release plans and the budget. Time is of the essence with respect to delivery of the Picture. "Delivery" shall be deemed to have occurred only upon Artist's delivery to Company of an answer print which conforms to all of Company's standard delivery requirements of which Artist is notified, in writing, including, without limitation the following requirements, all of which are of the essence of this Agreement:

7.1. Length. The Picture shall have a running time of not less than ninety (90) minutes and not more than one hundred twenty (120) minutes, shall be photographed on 35mm film (Eastman Kodak or Fuji, as determined by Company), in color, with an aspect ratio of no less than 1.85:1 and shall not be filmed with the use of a hard matte.

7.2. Budget. The Picture shall be produced and delivered in accordance with the budget elaborated and/or approved by Company, subject only to such changes in the budget as Company has approved in writing.

7.3. Screenplay Conformity. The Picture shall adhere to the approved shooting script as of the commencement of principal photography of the Picture, and Artist shall not make any changes therein without the prior written approval of a Business Affairs executive of Company, excepting only minor changes required by the exigencies of production.

7.4. Rating/ target audience. The Picture shall qualify for an MPAA rating no more restrictive than "R" or the equivalent local rating in other territories than North America. The target audience of the Film shall be children/ youth within the age of between _____ and _____ years.

7.5. Cover Shots. Artist shall photograph and furnish to Company "cover shots" and alternate scenes and dialogue which can be incorporated into the Picture to render it suitable for exhibition on United States network primetime television in accordance with applicable network "Standard and Practices" regulations and similar network requirements regarding the content of motion pictures. Such cover shots and alternate scenes and dialogue shall be such that they can be integrated into the primetime network version of the Picture without materially changing or impairing the continuity of the story line of the Picture. Company shall have, the absolute right to use such cover shots and/or cut the Picture (or such television version) in order to meet broadcast time requirements.

7.6. End Credits. The Picture shall contain end credits which shall not exceed a total of three (3) minutes in length and shall conform to Company's standard policies relating thereto of which Artist is notified.

8. Artist's services

The Artist shall perform the following Services:

Pre-production: The Artist shall be available and undertake research, acceptance of technical crew, approval of cast, rehearsals, approval of the production- and marketing plan, approval of visual and sound concept and he shall elaborate shooting script/story board;

2. *Production/Photography:* The Artist shall direct the shooting of the Picture and the actors' performances;
3. *Post-production:* The Artist shall supervise post-production and every necessary process in completing a final and definitive version of the Picture, including election of music.

(herein collectively referred to as the "Services")

If retakes, changes, dubbing, transparencies, added scenes, further photography, trailers, sound track, process shots or other language versions are required for the Picture, the Artist shall perform the necessary additional Services in connection herewith on an exclusive basis at such place or places and on such consecutive or non-consecutive days as the said Services may require.

8.1. Responsibility and Obligations

Company and Artist shall continuously consult each other on all essential elements concerning the production of the Picture, including choice of performers, technicians and other principal creative personnel; budgets, production plan, locations, exteriors, studios; the planning of post-production, laboratory, mix and the planning of promotion including trailer, teaser, poster etc..

Artist shall have the overall artistic responsibility for the Picture, and Company shall have the overall financial and administrative responsibility for the Picture.

Regardless of the final budget size, the Artist shall use best efforts to keep the production costs of the Picture within the final budget limit.

9. Reshoots/ cutting

Throughout production and post-production, Company and the financiers of the Picture may advise Director of any additional scenes or reshooting of existing scenes or other changes in the Picture, which Company and its financiers would like to be made, (collectively "Changes"), and Director shall make and/ or shoot such Changes if he is available (subject to cast and location availability). To the extent that making such Changes is not possible within the approved production schedule, then the parties shall negotiate in good faith a supplementary weekly fee for making such Changes, which fee shall correspond to the weekly fees for making the Picture.

9.1 Cutting Rights and Previews: Upon condition that Artist renders all services required hereunder and that Artist is not in default hereof, Artist shall be entitled to three (3) cuts (one of which shall be Artist's Director's cut) and three (3) previews (which shall be deemed to satisfy all of Artist's rights thereto), the second and third of each to be accorded to Artist ~~if~~ the total cost of the Picture does not exceed the ~~going-in budget~~ except for reasons beyond Artist's control, and provided further that such cuts and previews are made ~~within the post-production schedule~~ approved by Company and in any event, subject to Company's release date plans and release exigencies. Artist shall deliver Artist's last cut to Company in sufficient time to enable Company to make further cuts and previews and still make the intended release date for the Picture. Subject to anti-blind-bidding requirements and compliance with the consideration of legal and antitrust matters, Company will designate the cities, theaters, dates, and times for the public previews after consultation with Artist (but in the case of disagreement, Company's decision shall be final). After completion of Artist's cuts, as between Artist and Company, Company shall have absolute cutting rights, including, without limitation, the final cut of the Picture.

9. Director's cut

The third and last cut of the Picture delivered to Company by Artist shall be deemed a "Director's Cut" of the Picture. Director's cut shall be marked with a notice in the end credits saying "Director's Cut". Director's Cut shall be the official version at A-festivals outside the North American Territory. Director's Cut shall be the version distributed outside the North American Territory.

10. Ownership and Rights Granted.

10.1. As between Company and Artist, the Picture and all materials pertaining thereto or included therein and all rights therein and all of the results and proceeds of Artist's services hereunder, including all copyrights (and renewals and extensions of copyright) and trademarks, and whether such results and proceeds consist of literary, dramatic, or any other form of works, are and shall be for all purposes the sole and exclusive property of Company forever, Artist being deemed for such purposes an "employee for hire" for Company within the meaning of the U.S. Copyright Law. Artist hereby irrevocably, forever and throughout the universe assigns and transfers to Company all rights of every kind and nature in and to such results and proceeds, including without limitation all rights of any kind and character in and to all materials, appearances or services of any kind which Artist may direct, stage, perform, compose, suggest or produce hereunder. In the event that Company shall desire to secure separate assignments with respect to any of the foregoing, Artist agrees to duly execute and deliver the same upon Company's request therefor; it being expressly agreed, however, that all rights herein granted or agreed to be granted to Company shall vest in Company whether or not such separate assignments are requested by Company or are executed and delivered. Artist shall not transfer or purport to transfer any right, title or interest in or to any of the rights herein granted to Company, nor shall Artist at any time authorize or willingly permit any person to infringe in any way upon such exclusive rights as are hereby granted to Company. Artist hereby authorizes Company in his name or otherwise, at Company's sole expense, to institute any legal proceedings to prevent such infringement or to enforce Company's rights or to seek any remedies. All rights granted by Artist to Company hereunder are irrevocable and shall vest in Company and Company's successors and assigns whether this Agreement expires in normal course or whether Artist's employment hereunder or this Agreement is sooner terminated for any cause or reason. To the extent permitted by applicable law, Artist hereby waives any and all claims that he may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the results and proceeds of Artist's services hereunder, and Company shall not be required to put any legend or other indication on any copy of the Picture or in any advertising or publicity for the Picture to the effect that any version of the Picture is objected to by Artist or is not the version of the Picture created by Artist or that the Picture has been edited.

10.2. Without limiting the generality of the foregoing, Company shall also have the unlimited, in perpetuity, universal right to exploit and use the Picture or any part or element thereof in any manner and in any or all media, whether now known or hereafter devised, without any additional obligation to Artist except as specifically provided in this Agreement.

10.3. Paragraph 10 in its entirety is to be construed and interpreted in accordance with US Copyright Laws.

11. Use of Name and Likeness. Artist hereby grants to Company the right, in perpetuity and throughout the world, to use Artist's name, likeness and/or biographical data in connection with the production, exhibition, promotion, advertising and exploitation of the Company and the Picture (including, without limitation, documentaries, featurettes, promotional films and so-called "behind-the-scenes" programming and interviews) and in connection with the exploitation, promotion and advertising of all subsidiary and ancillary rights therein, in any and all media, including, but not limited to, recordings (in any configuration) containing any material derived from the Picture, including, without limitation, all or any part of the soundtrack of the Picture, publications, merchandising and commercial tie-ups; provided, however, that in no event shall Artist be depicted as using any product, commodity or service without Artist's prior consent. Notwithstanding the foregoing, it is understood and agreed that Company's use of Artist's name in a

billing block on any item of merchandise or other material shall constitute an acceptable use of Artist's name which shall not require his consent.

12. Credit. Artist shall be accorded "directed by" credit, unless the Agreement is terminated due to Artist's Default or Artists Disability according to clause 22.2-3, or abandoned/ terminated according to clause 3.4. Artist shall be accorded credit as follows:

12. Credit:

(a) On-Screen. Artist shall be accorded on-screen credit on a separate card as director of the Picture, which card shall be the last title card appearing prior to principal photography. Artist's credit shall be no less than 50% of the size of type of the title of the Picture, and no less than the largest size of type of the credit of any other person, whichever is greater.

(b) Paid Ads. Artist shall be accorded directing credit in paid advertising issued by Company, or under its direct control, subject to Company's customary exclusions.

12.2. Possessory Credit. If Artist receives the credit set forth in Paragraph 12.1 above, Company shall also accord Artist a possessory credit in the form "A Jesper W. Nielsen Film" as follows:

(a) On Screen. On screen before the title of the Picture in the main titles (if the "Directed By" credit is accorded in the main titles), in a size of type which is not less than fifty percent (50%) of the average size of type used to display the title of the Picture but in no event in a size of type smaller than the size of type used to display any production credit (except that accorded to Company or any New Line entity).

(b) Paid Advertising. In the billing block portion of paid advertising issued by Company or under Company's direct control, subject to Company's customary exclusions, above or before the "regular" title of the Picture in the billing block, in a size of type which is not smaller than thirty-five percent (35%) of the size of type used to display the regular title of the Picture in the billing block but in no event in a size of type smaller than the size of type used for any production credit in the billing block in such paid ad (except that accorded to Company or any other New Line entity).

12.3. General. All other matters with respect to credits in connection with the Picture shall be within Company's sole discretion, including, without limitation, the size, style, position and color, both on screen and in paid advertising. No inadvertent nor casual failure by Company nor any failure by its licensees or assigns to accord credit as aforesaid shall be deemed a breach of this Agreement by Company. Notwithstanding, Company shall use best efforts to cure such failure.

12.4 Advertising Exclusions. The obligation to accord Artist credit in advertisements shall apply only to paid advertisements issued by Company or under its direct control relating primarily to the Picture and shall in no event apply to "excluded advertising" (e.g., display advertising, group, list, institutional, and/or so-called "teaser" and "special" advertising, website advertising, publicity and/or exploitation relating to the Picture, screenplay upon which the Picture is based, or any members of the cast, the authors, directors, producers or similar matters; outdoor advertising; so-called "trailers" or other advertising, on the screen or by radio or television; to institutional, group or list advertising; other advertising not relating primarily to the Picture; narrative form; credits on the screen at the end of the Picture; newspaper or other periodical advertisements of one-half page or less; by-products, record album and home video jackets, computer and interactive software packaging and similar packaging, merchandising productions or commercial tie-ups). If both artwork and non-artwork titles are used, position and size references to title herein shall apply to the non-artwork title only, in and in connection with the Picture and the advertising and exploitation thereof. However, if this Agreement provides for screen credit, in the event of an "artwork" use

of the title or the names of the star(s), Artist shall receive a reasonable adjustment if the size of Artist's credit to be accorded is not feasible. All references to "size" however stated, whether as a percentage or otherwise, shall mean height, width and thickness. Except as otherwise specified in the credit provisions above, all matters relating to Artist's credit, such as size, style of type, placement, color, etc. shall be at Company's sole discretion. Notwithstanding anything to the contrary set forth herein, there shall be no obligation whatsoever to accord Artist credit of any kind in any so-called "Award Ads" (including consideration, nominations or congratulations for an award) relating to any other person involved with the Picture. If Company has agreed to give Artist credit in any "excluded ads" in this Agreement, the style of such credit shall be at Company's sole discretion.

13. Travel and accommodation expenses

Transportation expenses to and from the production address of the Picture will not be reimbursed by Company. The production address will be Zentropa Entertainments ApS, Avedøre Tværvej 10, DK-2650 Hvidovre. Distant Location expenses are the responsibility of Company, but is limited to reimbursement of necessary pre-approved out-of-pocket expenses. Location lodging and meals shall be provided by Company. Any location expenses for purposes unrelated to the production are not reimbursable.

13.1. Travel Arrangements. All travel arrangements, including, but not limited to the acquisition of airline tickets, booking of accommodations, etc., shall be made through Company's location or travel department, unless Company's prior written approval is obtained.

- 14. Intentionally deleted
- 15. Intentionally deleted

16. Videocassette. Provided that the Picture is directed by Artist and that Artist is not in default hereunder, Company shall furnish to Artist, at Company's sole cost twenty (20) videocassettes of the Picture, if and when the same is manufactured and commercially available.

17. Premiere. Company shall invite Artist and a non-business companion to each celebrity premiere of the Picture, if any. With respect to one (1) such celebrity premiere only, if such premiere takes place more than one hundred (100) miles from Artist's residence, Company shall provide Artist with two (2) tickets and shall reimburse Artist for Artist's (only) reasonable expenses incurred in connection with attending the premiere.

18. Right of First Negotiation. Provided Artist has rendered all directing services on the Picture, and is entitled to a "directed by" credit and is not otherwise in default hereof, and provided further that the final production cost of the Picture does not exceed the going-in budget, and provided lastly that Artist is available as, when and where required by Company and is then active as a director in the motion picture and/or television industry, as the case may be, then if Company elects to produce a live action theatrical sequel or live action theatrical remake or a live action television production based on the Picture (collectively, a "Subsequent Production") within seven (7) years after the initial general theatrical release of the Picture, Artist shall have a ten (10) day right of first negotiation with respect to the possible engagement of Artist's services as director of the first such Subsequent Production upon terms and conditions to be negotiated in good faith, provided that: (i) any engagement in connection with a television production shall be subject to licensee and/or distributor and/or financier approval, as applicable and (ii) Artist's right of first negotiation with respect to a television series (as opposed to a movie-for-television or a mini-series) shall apply only to the pilot or the first episode if there is no pilot. If Company and Artist do not reach an agreement within ten (10) days after commencement of negotiations with respect to Artist's services as director, then Company shall have no further obligations to Artist.

19. Representations and Warranties. Artist represents, warrants and agrees as follows:

19.1. Artist represents that he has not entered into any agreement (written or oral, implied or express) with any third party which relates to the Picture or the production of the Picture nor has he made any promises to any third party in connection with the Picture or the production of the Picture.

19.2. All materials directed, staged, created, or submitted or suggested by Artist hereunder shall be wholly original with Artist except as the same may be copied from works or other materials in the public domain or furnished by Company to Artist for inclusion in the Picture, and shall not (nor shall the exploitation by Company thereof) infringe upon or violate any right of any kind or nature whatsoever of any person or entity.

20. Indemnity. Artist shall indemnify and hold harmless Company, its parent, affiliate and subsidiary companies and those claiming under Company (including without limitation any distributor or exhibitor), and the officers, directors, shareholders and agents or employees thereof, from and against any liabilities, losses, claims, demands, costs (including without limitation reasonable attorneys' fees and expenses) in connection with any breach or alleged breach of any warranty, representation or agreement of Artist under this Agreement.

21. Commitments To Others: Artist shall not have any right or authority to, and shall not employ any person in any capacity, nor contract for the purchase or rental of any article or material, nor make any commitment, agreement or obligation whereby Company shall be required to pay any monies or other consideration (including, without limitation, the appearance or inclusion of any item, product or person in the Picture) without Company's prior written consent in each instance. Without limiting the generality of the foregoing, Artist shall not permit the terms of any engagement of any cast member of the Picture to contain a "stop date" without prior written approval thereof by Company. Company agrees to be responsible for all payments to third parties with respect to any commitments made with Company's prior written consent.

22. Force Majeure, Disability or Default.

22.1. Force Majeure. If the development, pre-production, production or post-production of the Picture is interrupted or disrupted or prevented by matters beyond the control of Company ("force majeure events"), including, without limitation, any act of God (including natural disturbances, wars and riots), labor disputes (inclusive of strikes, walk-outs, lock-outs or other disputes), governmental action, the death, illness or incapacity or alteration in the physical appearance or voice of a member of the cast, the breach of contract of any person or entity (other than Artist) furnishing services or granting rights in connection with the Picture, Company's inability to obtain customary insurance at normal rates resulting in Company's decision not to proceed with production of the Picture and the loss of a leading member of the cast or director due to a deadlock over matters subject to his approval, Company shall have the right to automatically suspend and extend Artist's services and compensation, and any time periods hereunder, for the duration of any such force majeure event and the period reasonably required by Company thereafter to resume development, pre-production, production or post-production of the Picture. If any such suspension shall last longer than eight (8) weeks, Company shall have the right to terminate this Agreement at any time thereafter on written notice to Artist. If this Agreement is terminated for a force majeure event, neither party shall have any further obligation to the other hereunder beyond the services already rendered and compensation earned and Company shall retain its sole and exclusive ownership of the results and proceeds of Artist's services hereunder and Company's right to use Artist's name, likeness and/or biographical data.

The foregoing shall be subject to the provisions in Paragraph 5.2. concerning Company's election to postpone production within the Exclusive Period for productional reasons.

22.2. Disability. If Artist is unable to fully perform Artist's services hereunder, whether due to incapacity or otherwise, other than illness, Company shall have the right to suspend and extend Artist's services, compensation, and the running of any time periods hereunder during the occurrence of such inability and for such a period of time thereafter as Company reasonably requires to resume the use

of Artist's services. If such disability continues for a period of one (1) day during principal photography, ~~two~~ **days** outside principal photography, Company shall have the right to immediately terminate this Agreement. If this Agreement is terminated for Artist's disability, neither party shall have any further obligation to the other hereunder beyond services already rendered and compensation earned and Company shall retain its sole and exclusive ownership of the results and proceeds of Artist's services hereunder and Company's right to use Artist's name, likeness and/or biographical data.

22.3. Default. Upon any breach by Artist of any of the material terms and conditions of this Agreement, Company shall immediately have the right, exercisable at any time, to terminate this Agreement by so notifying Artist; provided, however, that Company agrees to notify Artist in writing of such election to terminate and Artist shall have a period of twenty-four (24) hours following receipt of such notice within which to cure such breach, provided that such breach is curable and was not willful and provided further that the foregoing right to cure shall only be available for the first breach by Artist of this Agreement and shall not be deemed a waiver of Company's right to recover damages resulting from Artist's breach. In the event Company terminates this Agreement pursuant to this Paragraph 22.3., Artist shall be entitled to no further compensation hereunder and Company shall retain its sole ownership of the results and proceeds of Artist's services hereunder including, but not limited to, Company's right to use Artist's name, likeness and/or biographical data. The foregoing shall in no way limit any other remedy which Company may have against Artist.

23. Insurance.

23.1. Coverage of Artist. Company shall have the right to apply for and take out, at Company's expense, life, health, accident, cast or other insurance covering Artist, in any amount Company deems necessary to protect Company's interest hereunder. Artist shall not have any right, title or interest in or to such insurance. Artist shall assist Company in obtaining such insurance by submitting to usual and customary medical and other examinations and by signing such application, statements and other instruments as may be reasonably required by any insurance company. If Artist fails or is unable to qualify for such insurance at customary rates or with customary deductibles, Company shall have the right to terminate this Agreement. Artist may have his own physician present at any exams.

23.2. Additional Insured. Company agrees to name Artist as additional insured on Company's Errors and Omissions and general liability insurance policies with respect to the Picture for so long as, and only to such extent as such policies are carried by Company, provided that such additional coverage shall be available at no additional cost to Company and with no additional deductible.

24. No Obligation To Proceed. Notwithstanding any other provision of this Agreement, Company shall have no obligation to utilize Artist's services, or to produce, release, distribute or otherwise exploit the Picture, or to exercise any or all of Company's rights hereunder or to maximize revenues. If Company elects not to produce the Picture, Company shall have the right to terminate Artist's services with respect to the Picture at any time without legal justification or excuse whereupon Company shall have no further obligations to Artist with respect to the Picture hereunder other than payment of the development fee.

25. Remedies.

25.1. The services to be rendered by Artist hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, for the loss of which Company cannot be reasonably or adequately compensated in damages, and a breach by Artist of the provisions of this Agreement shall cause Company irreparable injury and damage. Company shall be entitled to seek injunctive and other equitable relief to prevent a breach of this Agreement or any part thereof by Artist and to secure the enforcement of this Agreement. Resort to such equitable relief shall not be construed to be a waiver of any other rights or remedies which Company may have in the premises, including without limitation the right to recover damages.

25.2 In no event shall Artist seek nor be entitled to rescission, injunctive or other equitable relief. Artist hereby specifically waives any such rights, and acknowledges that his remedies in the event of a breach of this Agreement or any representation or warranty by Company shall be limited to money damages in an action at law.

26. Assignment. Company shall have the right to assign, license and delegate this Agreement in whole or in part, or any or all of Company's rights and the corresponding obligations, options or privileges hereunder, to any entity, and this Agreement and any or all of said rights, obligations, options and/or privileges may in turn be transferred by any assignee, successor, transferee or delegate. Artist acknowledges that the services to be rendered by Artist hereunder are of the essence of this Agreement and that neither this Agreement nor any of Artist's rights or obligations hereunder may be assigned, delegated or otherwise transferred.

27. NOTICES: Notices hereunder shall be in writing and shall be sent to the addresses set forth below (subject to changes of which the parties are properly notified). Notices shall be given by personal delivery, courier, facsimile transmission or by registered or certified mail (postage prepaid). Notices shall be deemed given on the date delivered by hand delivery, or on the date sent by courier or fax. Notices shall be deemed given 48 hours after the date they are mailed. The time to respond to notices given during the Christmas New Year's week shall be tolled until five (5) business days following New Year's Day.

ARTIST

COMPANY

CVR:

28. Intentionally deleted

29. Worker's Compensation. With respect to any injury, illness, disability or death (herein "Event") which may be suffered by Artist during the period of Artist's engagement hereunder, which Event (including disability or death consequent thereto whether during or following such period of Artist's engagement hereunder) is compensable under the Danish workers compensation statute and the body of law pertaining thereto (herein "Applicable Law"), Artist and Company agree as follows:

29.1. General/Special Employers. Lender is Artist's employer, and thus shall be responsible for maintaining workers compensation coverage as required by Danish law.

29.2. Election Under Applicable Law. If the applicability of Applicable Law is dependent upon or is effected by an election by Artist, Artist so elect, to be bound by Applicable Law.

29.3. Rights of Claimants. The rights and remedies of Artist and all persons (e.g., heirs, executors, administrators, successors, assigns) whose rights are derived through Artist (Artist and such persons are collectively herein "Claimants") who may have the right to claim compensation or damages for an Event shall be governed by the following:

(a) Limitation to Available Rights and Remedies. Such rights and remedies shall be those and only those provided in the Applicable Law;

(b) No Obligation Upon Occurrence of Event. Neither Company nor Company's agents or employees, general or special, shall have any obligation to Artist by reason of the occurrence of an Event;

(c) No Claims Involving Special Employees. None of the Claimants shall assert any claim or cause of action arising out of an Event against any person, or against any entity which furnishes to Company a person who has the status of a special employee of Company;

(d) Indemnification by Artist. Artist shall indemnify Company, Company's agents and employees, general and special, from any loss, cost, liability or expense, including reasonable attorney's fees, arising out of the assertion of a claim or cause of action in breach of the provisions of this Paragraph 29.

30. Intentionally deleted

31. Music. Artist represents that to the best of Artist's knowledge the Picture as delivered will not contain any musical composition or performance of a musical composition in which Artist, or any company of which Artist is a principal, has or shall have a financial interest, except music which is owned by Zentropa's wholly-owned music publishing subsidiary.

32. Complete Understanding. This Agreement sets forth the complete understanding between Artist and Company with respect to the subject matter hereof, and all prior agreements have been merged herein, whether written or oral, and may not be modified except by a written instrument executed by all parties hereto. Artist acknowledges that no representation or promise not expressly contained in this Agreement has been made by Company or any of its agents, employees or representatives.

33. Governing Law. The laws of the State of Denmark applicable to contracts signed and to be fully performed within the State of Denmark shall apply to this Agreement unless otherwise specifically indicated herein.

34. Rental And Lending Rights And Performers' Property Rights:

(a) "Rental and Lending Rights" means all rights of Artist to authorize, prohibit, control or receive money (other than as provided in this agreement) from the rental, lending, fixation, reproduction or other exploitation of the results and proceeds of services, or any motion picture, program or other production based thereon, by any media or means now known or hereafter devised as may be conferred upon Artist under applicable laws, regulations or directives, in any jurisdiction throughout the world, including any so-called rental and lending rights pursuant to any European Community directives or enabling or implementing legislation, laws or regulations enacted by member nations of the European Community.

(b) "Performers' Property Rights" means performers' rights to authorize or prohibit the making of copies of a recording of the whole or a substantial part of a performance, the issuing of copies of such a recording and the right, if any, to authorize or prohibit the rental or lending of copies of such a recording under applicable laws, regulations or directives, in any jurisdiction throughout the world, including any so-called performers' property rights pursuant to any European Community directives or enabling or implementing legislation, laws or regulations enacted by member nations of the European Community.

(c) Artist acknowledges that the compensation payable under this agreement, includes adequate and equitable remuneration for the Rental and Lending Rights and Performers' Property Rights and to the fullest extent permitted by applicable law, constitutes a complete worldwide buyout and assignment to Company of all Rental and Lending Rights and Performers' Property Rights, in

perpetuity for North America. Artist hereby irrevocably grants to Company throughout North America in perpetuity, the right to collect and retain for Company's own account all amounts payable to Company in respect of Rental and Lending Rights and irrevocably directs any collecting societies or other persons or entities in North America receiving such amounts to pay them to Company. Artist hereby irrevocably gives to Company all consents which may be required in respect of performances under the existing Danish Copyright Act and any comparable laws in any jurisdiction and amendments or reenactments thereof to enable Company to use and authorize the use of the Artist's services under this agreement and of the results and proceeds thereof in any place and in any jurisdiction by any means and in all media now known or hereafter devised.

Outside North America, Artist and Company reserve their respective rights to any amount collected by any collecting society or rights association payable to the Parties that arise from any other or secondary exploitation in the form of royalties, compulsory licenses, cable retransmission income, remuneration for renting and lending, levies on blank videograms or hardware etc. No royalties shall be calculated from Company's share of such amounts.

If the foregoing correctly sets forth your understanding, please sign in the space provided below.

By: _____
Its: _____

AGREED AND ACCEPTED:

CPR #: _____

AGREED AND ACCEPTED:

FINE LINE FEATURES

By: _____
Its: _____