

Actors Agreement

MAIN AGREEMENT

Dated:

PRODUCER: ("the Producer")

Name: TNF STUDIOS

Email: obiemelonye@gmail.com

Address: 44 Hogarth Road, London SW5 0PU

ARTISTE: ("the Artiste")

Name: Ivan Papovec

Email: ivanpapovec@icloud.com

Address: 18 Moniston Road, DA16 3LF

PROJECT TITLE: ("the Film") BLACK MAIL

ROLE: ("character") Vitali

1.Services: Producer hereby engages Artiste as a performer in the Film portraying in the role described above (as said role may be changed or rewritten at Producer's discretion)

2. Start Date: It is presently contemplated that read through and rehearsals would commence on the 6th of October 2020 and that principal photography shall commence on 10th of September 2020; provided however Artiste's services shall commence no later than 14th of October 2020 subject to events of force majeure. Artiste agrees to remain available and not accept another engagement which would conflict or interfere with Artiste's obligations hereunder.

3. Guaranteed Period of Exclusive Engagement: The term of Artiste's engagement hereunder shall commence on the start date and continue on an ad hoc basis subject only to the provisions for suspension and termination set out in **Exhibit A** hereto for a minimum exclusive period of 3 weeks ("Guaranteed Period of Engagement") (10th October until the 31st October 2020) and thereafter for the period necessary to complete all continuous services required by Producer from Artiste in connection with principal photography of the Film. Artist shall perform additional services prior to and after the term in accordance with the provisions of **clause 4** hereof.

4. Additional/Further Services: The Artiste shall on written notice from the Producer perform additional or further services ("Additional / Further Services") on additional days as notified to the Artiste by the Producer in connection with principal photography of the Film. These shall include but not limited to ADR, dubbing, post-synchronization, premiere and promotional appearances and subject to the Artiste's prior, professional engagements.

5. Basic Compensation: Subject to the provisions of this Agreement and provided that Artiste shall keep and perform all covenants and conditions to be kept and performed by Artiste hereunder Producer agrees as full compensation for services rendered and for all rights granted to the Producer hereunder to pay Artiste as follows:-

5. (i) Artiste shall receive the sum of Five Hundred US Dollars (\$500) or its UK pound equivalent (based on prevailing exchange rate at the time of payment) for the Film payable as follows:

Two Hundred and Fifty US Dollars (\$250) on Artiste's first day of shoot.

Two Hundred and Fifty US Dollars (\$250) on Artiste completing principal photography for his character or at the end of the Guaranteed Period of Exclusive Employment; which ever is earlier.

All payments shall be made to Artiste via bank transfer to the following details:

Bank Name: *Barclays Bank*

Account Name: **MR I PAPOVEC**

Account number and sort Code: **33389413**

2098-57

5. (ii) **Compensation for Additional / Further Services:** If the Artiste renders Additional Services, Artiste shall receive Fifty US Dollars (\$50.00) for each day he attends at the request of the Producer and renders services hereunder. The compensation due under this clause shall be paid at the end of whatever services rendered.

5 (iii) **Royalties and Commissions:** It is specifically recorded that Artiste shall receive no further compensation other than that contemplated in Clauses 5 (i) and 5 (ii) above, and more specifically, Artiste agrees and acknowledges that he shall not receive any royalties or commission fees whatsoever in respect of the sale or other commercial exploitation of the Film.

6. **Credit.** If Artiste shall keep and perform all covenants and conditions to be kept and performed by the Artiste hereunder and then Artiste will be accorded priority credit in the main titles of the Film on all copies of the Film issued by or under the control of the Producer and in all major paid advertising excluding the customary industry exclusions. The size type and placement of such credit shall be at Producer's sole discretion.

7. **Transportation Accommodation and Feeding:** Throughout principal photography until the expiry of the Term, Producer shall provide Artiste with comfortable transportation facilities or refund transportation expenses to be agreed by the parties. The Producer will also be responsible for providing two hot meals each day that Artiste is on set until the completion of Artiste's shoot.

8. **References:** The term of Artiste's engagement hereunder shall be as set forth in this Main Agreement and in Exhibit "A" attached hereto which is incorporated herein by reference. In the event of any express inconsistency between the provisions of this Main Agreement and the provisions of Exhibit A, the provisions of this Main Agreement shall control

IN WITNESS WHEREOF the parties hereto have executed the within Agreement as of the date first set forth hereinabove.

Producer:	Name	Signature	Date Signed
	Obi Emelonye		


Artiste:	Print name	Signature	Date Signed
	Ivan Papevec		15/09/20

EXHIBIT A

1. The Artiste hereby

(a) Warrants that the Artiste is not under any obligation or disability which might prevent or restrict the Artiste from entering into this agreement or from giving the undertakings or fully observing and performing the terms and conditions of this Agreement or granting the rights and consents referred to herein

(b) Gives all such consents as are or may be required under the Copyright Designs and Patents Act 1988 or any re-enactment consolidation or amendment thereof or any statute of like purpose or effect for the time being in force in any part of the world including but not in limitation of the foregoing all consents under Part II of the said Act in order that the Producer may make the fullest use of the Artist's services provided by the Artiste hereunder and furthermore the Artiste hereby irrevocably and unconditionally waives all rights relating to the Artiste's services (including moral right) in the Film to which the Artiste is now or may in the future be entitled pursuant to any legislation now existing or in the future enacted in any part of the world

(c) Warrants that the Artiste is a "qualifying person" and the performance of the Artiste is a "qualifying performance" within the meaning of the Copyright Designs and Patents legislation.

2. The Artiste undertakes that the Artiste shall during the subsistence of and subject to the terms and conditions of this Agreement as where and when required by the Producer:-

(a) perform and record the Artiste's part in the Film

(b) attend for tests conferences fittings rehearsals and the taking of still

photographs and other arrangements

(c) dress, make up and wear the Artiste's hair (subject to prior consultation with the Artiste) as directed by the Director and generally comply with all decisions of the Producer concerning the manner in which the Artiste shall render the Artiste's services hereunder and be portrayed and presented

(d) render the Artiste's services hereunder willingly and to the utmost of the Artiste's skill and ability and as directed by the Producer both in connection with the production of the Film and for publicity and other purposes connected therewith. Provided Always that nothing in this sub-clause and sub-clause (c) hereof shall be deemed to require the Artiste to recommend or endorse any commercial product other than the Film and any commercial audio record of the sound track of the Film or to engage in any publicity or other activities for any such purpose (but without prejudice to Clause 5 hereof)

3. The Artiste further undertakes:-

(a) that the Artiste will comply with all reasonable and notified directions, regulations and rules in force at places where the Artist is required to render services hereunder (including in particular regulations and rules relating to smoking and the taking of photographs) and will comply with the orders given by the Producer of its representatives from time to time

(b) to keep the Producer informed of the Artiste's whereabouts and telephone number from time to time prior to and throughout the engagement

(c) that the Artiste will use the Artiste's best endeavours to maintain a state of health enabling the Artiste fully and efficiently to perform the Artiste's services hereunder throughout the engagement and that the Artiste will not take part in any activity which might interfere with the due and efficient rendering of such services or which might invalidate any such insurance as is referred to in the preceding sub-clause

(d) that the Artiste shall not at any time pledge the credit of the Producer nor incur or purport to incur any liability on his behalf or in his name.

4.(a) The Artiste hereby acknowledges that all rights whatsoever throughout the world in or in any way attaching to the Film and all photographs and sound recordings taken and made hereunder (including all rights of copyright therein and in any written or other material contributed by the Artiste and all such rights therein or in such material as are or may hereafter be conferred or created by international arrangement or convention in or affecting any part of the World whether by way of new or additional arrangement or convention in or affecting

any part of the world whether by way of new or additional rights not now comprised in copyright or otherwise) shall belong absolutely to the Producer and the Artiste with full title guarantee assigns and grants the same to the Producer throughout the World and throughout all periods for which the said rights or any of them are or may be conferred or created by the law in force in all or any parts of the world and all renewals, revivals and extensions of such periods the Producer may make or authorize any use of the same and may exploit the same in any manner but only in and in connection with the Film

(b) The Artiste hereby acknowledges and agrees and confirms that the Producer shall be entitled and it is hereby authorized to adapt change take from add to and use and treat in every way all or any of the products of the Artiste's services rendered hereunder and to use reproduce and perform and broadcast and transmit the same with or as part of the work of any other persons and synchronized or not with any music or other sounds or motions as the Producer considers necessary or desirable

(c) For the avoidance of doubt the assignment of rights set out in this Clause includes all satellite cable rental and lending rights ("the Rights") and the Artiste agrees that the remuneration payable pursuant to this agreement includes and constitutes equitable and adequate consideration for the assignment and exploitation of the Rights and to the extent permitted by the law the Artiste waives the right to receive any further remuneration in relation to the exploitation of the Rights

5. The Producer shall be entitled by written notice to the Artiste given at any time to suspend the engagement of the Artiste hereunder (whether or not the term of such engagement has commenced) if and so long as:-

(a) the production of the Film or the operation of any studio involved in such production shall be prevented suspended interrupted postponed hampered or interfered with by reason or on account of any event of force majeure fire accident action of the elements war riot civil disturbance sickness epidemic pestilence national calamity act of God or any actual labour disputes (including strikes lockouts or withholding of labour of any kind whether by the direction or with the support of any trade union or other body or otherwise) or illness or incapacity of the Producer of the Director of the Film or any principal artist or principal technician or any cause (apart from those hereinbefore specifically referred to and whether or not similar thereto) not reasonably within the control of the Producer or

(b) the voice of the Artiste shall become unsatisfactory in quality or tone

(c) the Artiste shall by reason of any illness or physical or mental incapacity or

disability be unable in the opinion of the Producer fully to render the Artiste's services hereunder or to devote sufficient of the Artiste's time ability and attention to such services or

(d) the Artiste shall fail refuse or neglect duly to render willingly and to the utmost of the Artiste's skill and ability the Artiste's full services hereunder or shall fail, refuse or neglect fully to observe or comply with any of the Artiste's material obligations under this Agreement or with any of the terms thereof

6. Upon any suspension of the engagement of the Artiste hereunder

(a) such suspension shall be effective from the date of the event giving rise to such suspension and shall continue for the duration of such event and for such reasonable period thereafter as may be necessary for the Producer to make arrangements to commence or resume production

(b) the Producer shall during the period of suspension cease to be liable to make any payments of remuneration to the Artiste hereunder (or to pay for or provide accommodation or living expenses if the suspension is due to the Artiste's default or refusal) save such instalments of remuneration as shall have become due and payable prior to the suspension and the period of engagement hereunder shall be extended by or (if appropriate) the commencement of the Artiste's engagement shall be postponed by and the dates for payment of any further instalments of remuneration hereunder shall be postponed (or further postponed as the case may be) by a period equal to that of such suspension

(c) all rights of the Producer in respect of services rendered by the Artiste and in all the products thereof previous to such suspension and the benefit of all consents granted hereunder shall not be affected and accordingly shall be or remain vested in the Producer

7. The Producer shall be entitled by written notice to the Artiste given at any time to terminate the engagement of the Artiste hereunder (without prejudice to any other rights and remedies available to the Producer hereunder)

(a) if any suspension under the provisions of paragraph (a) of clause 6 hereof shall continue for 28 (twenty-eight) consecutive days or 28 (twenty-eight) days in the aggregate or more

(b) if any suspension under the provisions of paragraph (b) or (b) of Clause 5 hereof shall continue for 2 (two) consecutive days or 3 (three) days in the aggregate or more

(c) at any time in the circumstances referred to in paragraphs (d) or (f) of

Clause 5 hereof (whether or not the Producer shall have suspended the Artiste's engagement under the provisions of Clause 5 hereof) subject to the Artiste being given the opportunity to rectify any default if capable of rectification within 24 (twenty-four) hours of the Producer giving notice of such default. Provided however that if any suspension under the provisions of paragraph (a) of Clause 5 hereof shall continue for six weeks or more then the Artiste shall be entitled to terminate this engagement by seven days' written notice to the Producer unless by the expiry of such notice the Producer shall have terminated such suspension but the Producer shall not be entitled to terminate this engagement for the same event subject however to the right of the Producer to suspend or terminate the Artiste's engagement for other proper cause including but not limited to the occurrence of a different event (even though of the same nature as a previous one) of force majeure in accordance with the provisions hereof.

8. In the case of termination of the engagement of the Artiste under the foregoing provisions or by the death of the Artiste

(a) such termination shall be effective from the date of the event giving rise to the termination or (if there shall have been a prior suspension) from the date of the event giving rise to the suspension from which such termination arose

(b) any claim which the Producer may have against the Artiste in respect of any breach, non-performance or non-observance of any of the material provisions of this Agreement arising prior to such termination or out of which such termination shall arise shall not be affected or prejudiced

(c) the Producer's title to and ownership of all copyrights and all other rights in or in connection with the services rendered by the Artiste up to the date of such termination and in all the products of such services shall not be affected and such rights shall accordingly be or remain vested in the Producer

(d) payment to the Artiste of the instalments of remuneration due and payable to the Artiste up to the effective date of such termination shall operate as payment in full and final discharge and settlement of all claims on the part of the Artiste under this Agreement and accordingly the Producer shall not be under any obligation to pay to the Artiste any further or other sums on account of salary or otherwise

9. The Artiste undertakes at the expense of the Producer to execute and procure the execution of any document which the Producer may consider necessary for the purpose of carrying into effect the arrangements made by this Agreement or any of them including in particular any documents required to vest in or confirm any rights of copyright or other rights in the Producer

10. The rights and the benefit of all consents granted hereunder to the Producer are irrevocable and without right of rescission by the Artist or reversion to the Artiste under any circumstances whatsoever

11. Credit will be given as agreed only

(a) if Artiste appears recognizably in the Film as released.

(b) if this Agreement has not been terminated for the default of the Artiste.

No casual or inadvertent failure to comply with credit requirements shall be deemed a breach of this Agreement. The sole remedy of Artiste for a breach of any of the provisions of this clause or of the Principal Agreement shall be an action at law for damages, it being agreed that in no event shall Artiste seek to be entitled to injunctive or other equitable relief by any reason of any of the breach or threatened breach of any credit requirements, nor shall Artiste be entitled to seek to enjoin or restrain the exhibition distribution advertising exploitation or marketing of the Film

12. All notices served upon either party by the other hereunder shall be delivered by hand at or sent by pre-paid recorded delivery letter post or by email (producer: obiemelonye@gmail.com / Artist:

) addressed to the respective address hereinbefore contained or any subsequent address duly notified and if delivered by hand shall be deemed to have been served five days after posting and if sent by email shall be deemed served 24 hours after receipt of the email (and email notice shall be confirmed by post). A copy of all notices to the Artist shall be sent to the Agent (if any)

13. The Artiste shall treat as confidential and shall not disclose to any third party (save to the Artiste's professional advisors whose dissemination of such information they receive shall be limited to use for business purposes i.e. quotes for services or as may be required by law) the provisions of this Agreement or any confidential information concerning the Producer or the Film or its distributors which may come to the Artiste's attention in connection with the Artiste's engagement hereunder or otherwise.

14. For the avoidance of doubt, it is expressly agreed between the parties that this Agreement and the provision of Artiste's services in connection with the Film, is not subject to any collective bargaining agreement or guild or union regulations and the compensation paid to the Artiste under clause 5 of the Main Agreement represents full and complete consideration for all of the services of the Artiste hereunder and all rights assigned and granted by the Artiste in the products of those services.

15. This Agreement shall be governed by and construed in accordance with the laws of England and subject to the exclusive jurisdiction of the High Court of Justice London.