



may conflict with or impair the complete enjoyment of the rights and privileges granted to the Licensee hereunder; and

(e) the Owner shall not have or make any claim whatsoever against the Licensee or its licensees, distributors or assignees for payment of public performance royalties or any other fees, royalties or residuals.

4. **Consideration.** In full consideration of the rights granted herein, Licensee shall pay to Owner, CDN\$ upon execution hereof. The Licensee shall be entitled to exploit all of the rights granted to the Licensee herein without payment to the Owner of any further fee, royalty or residual.

5. **Indemnity.** Owner shall and does hereby indemnify and hold the Licensee, its directors, officers, employees, licensees, successors and assigns harmless from any and all liabilities, costs, damages, losses and expenses (including legal expenses) arising directly or indirectly, from any claim which is inconsistent with any representation or warranty made by the Owner hereunder or from any breach or alleged breach by the Owner of any provision hereof. The Owner shall reimburse the Licensee upon demand for any payment made by Licensee at any time in connection with any matter related to the foregoing indemnity.

6. **"Cue" Sheets.** On the condition that the Owner identifies a performing rights society on the front of this agreement, Licensee shall submit the appropriate "Cue" sheets to the appropriate third parties to facilitate the Owner's receipt of public performance royalties directly from the performing rights society with which it is affiliated.

7. **Performing and Re-Transmission Rights.** The Owner shall receive all public performance royalties and re-transmission royalties directly from the performing rights society with which it is affiliated and shall not have or make any claim whatsoever against the Licensee or its licensees, distributors or assignees for payment of such royalties.

8. **Assignment.** The Licensee may assign this Agreement or any of the rights granted to it hereunder to any other person, firm or corporation without the consent of the Owner. The Owner may not assign this Agreement or any portion hereof.

9. **No Injunctive Relief.** In the event of any breach of this Agreement by the Licensee, the Owner's sole remedy shall be an action at law for damages, if any, and in no event shall the Owner be entitled or seek to enjoin, interfere or inhibit the distribution, exhibition or exploitation of the Picture and shall not be entitled to rescind this Agreement or seek any injunctive or equitable relief.

10. **General.** This Agreement is binding upon the Owner and the Licensee and shall ensure to the benefit of their respective executors, heirs, administrators, successors and assigns. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein contained and supersedes all prior negotiations and understandings. No modification of this Agreement shall be valid unless in writing and signed by both parties. This Agreement shall be governed by the laws of the Province of British Columbia and the laws of Canada applicable therein. In giving effect to this Agreement, neither party shall be or be deemed to be an agent or employee of the other. Nothing in this Agreement shall constitute a partnership or joint venture between the parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on

the date indicated above. Witness:

**Owner Signature:**

\_\_\_\_\_  
Name: (please print)  
\_\_\_\_\_

\_\_\_\_\_  
Name: (please print)  
\_\_\_\_\_

Mailing  
Address,  
Telephone No.  
and Email  
Address

**Producer**

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Authorized Signatory