

FILM PRODUCTION SERVICES AGREEMENT

DATED xx.02.2015

PARTIES

Party (1) "Producer": XXXXXXXX, with its principal place of business located at XXXXXXXX

Party (2) "Service Provider": XXXXXXXX, with its principal place of business located XXXXXXXX

Party (3) "Client": XXXXXXXX with its principal place of business located at

RECITALS

From 12.2014 to 01.2015 Party "Client" while be at the ski resort Verbie used the services of "Service Provider" as Snow Guide Service.

"Client" was pleased with the quality of services "Service Provider".

"Client" there the idea of creating a new business project the essence of which is as follows:

"Client" plans to earn money by selling a full range of services to clients who are interested in skiing on fresh snow (powder) in different regions of the world, in the company of the best pro riders.

During the process of riding photo and video shooting going on. From the footage made the film a cinema quality with the client and guest stars pro riders. Riding occurs in a variety of technically complex regions of the world, using helicopters and other technical methods of delivery.

For the technical support of a process of riding and safety is drawn the specialized company the service provider Of snow Of guide Of service (not compulsorily XXXXXXXX). To study the script and the technical support process, photo and video, as well as the creation of the final product film from the footage, attracted by one or more specialized companies providers of shooting sports movie.

For the study of the possibility of the realization of idea the business of project ("Client") made the decision to come out as first ("Client") and to completely finance the shooting test (first) film with the working title "Find Your Line" Film. In the process of shooting ("Client") Team plans to find out all the details related to the organization riding, shooting and production processes, as well as to work out a scheme recreational potential client.

TERMS AND DEFINITIONS

"Client" one or more persons presented as a legal or natural person

"Service Provider" the specialized company is the service provider of the technical support of a process of riding and safety.

“Producer” specialized company service provider scenario study, logistics process photo and video, as well as the creation of the final product of the film footage.

“On camera talent” recognized as a professional skier or snowboarder involved in the process of skiing as an actor and / or guide.

“Film specifications” a set of technical requirements and guarantee to the movie script synopsis presented in Annex 1 to this document.

“Client Materials” The Client may, at Client’s discretion, provide to the Producer certain creative content from the Program, including but not limited to, text, graphics, video, images, story line, concept, characters and data, for the development and production of, and inclusion in, the “Film” (the “Client Materials”). Client acknowledges that the Client Materials are the sole and exclusive responsibility of the Client and that Producer will not be held liable for the violation of any laws, including but not limited to infringement of copyright, trademark or any other right of any person or entity arising from or relating to the Client Materials.

“Film” the final product is made of captured video material and «Client Materials» with «Pro Rider» and «Client» under the «Film specifications».

SERVICES AND DELIVERABLES

- 1.1. “Producer” shoot not less 30h video footage for “Film” according to “Film specifications” and “Client” wishes.
- 1.2. “Producer” Deliver to the “Client” all raw materials in digital form, shot according to this Agreement.
- 1.3. “Producer” Deliver to the “Client” the “Film” and all valuable edited work parts (video) of “Film” in high-resolution, master file.
- 1.4. “Producer” Deliver to the “Client” all graphics files used in “Film” or in parts in editable form.
- 1.5. “Producer” team Travel to Chamonix, Italy March 14-30.
- 1.6. “Producer” and “Service Provider” to source music to be used in the “Film”.
- 1.7. “Producer” and “Service Provider” will work in tandem to develop deep concepts for each part of “Film”.
- 1.8. “Service Provider” must obtain approval of concepts for each part of “Film” from “Client” side in recognizable form.
- 1.9. “Service Provider” should monitor compliance of concepts for each part of “Film” according to concepts approved by “Client”.
- 1.10. “Service Provider” selects and negotiates with the brands of the conditions to support the film if it is possible.
- 1.11. “Service Provider” will provide all “On camera talent” according “On camera talent Agreement”.

RESPONSIBILITIES OF THE PARTIES

***“Producer”* RESPONSIBILITIES**

- 2.1. Provide all required shooting equipment included, but not limited listed below:
 - RED Epic camera (define exactly what model)
 - Panasonic GH4 as a secondary camera
 - Canon L series lenses and Rokinon prime lenses (list of lenses if it possible?)
 - DJI Global Phantom 2 + H4-3D drone Phantom 2 + H4-3D
 - 2 GoPro Hero 3 and accessories for video clients
- 2.2. “Producer” Deliver to the “Client” all raw materials in digital form, shot according to this Agreement.
- 2.3. “Producer” team come to Chamonix, Italy March 14-30.
- 2.4. Start shooting the “Film” 15.03.2015.
- 2.5. Shoot not less 30h video footage for “Film” according to “Film specifications” and “Client” wishes.
- 2.6. Develop deep concepts for each part of “Film”.
- 2.7. Edit “Film” parts (episodes) and whole “Film” based on the “Service Provider” concepts approved by “Client” and “Client” wishes.
- 2.8. Source and find royalty free music or a gratis music rights to music used in “Film” parts (episodes) and whole “Film”.
- 2.9. Pay film assistant for their work in Chamonix.
- 2.10. Deliver to Client all raw materials in digital form, shot according to this Agreement before 01.04.2015 for review.
- 2.11. Deliver to “Client” rough cut of “Film” before 10.05.2015 for review.
- 2.12. Make after review version of “Film” according to “Client” wishes at the date agreed with “Client”.
- 2.13. Deliver to “Client” reviewed version of “Film” for conformation.
- 2.14. Deliver to “Client” final (result of work) version of “Film” at the date agreed with “Client”. A total of 3 edits are to be produced.
- 2.15.

***“Service Provider”* RESPONSIBILITIES**

- 3.2. Find and invite “Producer” company after agreeing this company with “Client”.
- 3.3. Find and invite “On camera talent” persons, after agreeing this persons with “Client”.
- 3.4. From the side of “Client” sign “On camera talent Agreement” with invited persons.
- 3.5. Calculate it and agree with “Client” before 06.03.2015 all expenses required for the “Producer” productions crew to shoot each part of “Film” (episode), which includes but is not limited to, travel, food and lodging.
- 3.6. Calculate it and agree with “Client” all additional fees if it amends.
- 3.7. Agree with the «Client» terms of use brands in «Film».
- 3.8. Provide all necessary digital assets (logos, etc) if applicable.
- 3.9. Provide brand direction where applicable.

- 3.10. "Service Provider" team come to Chamonix, Italy March 14-30.
- 3.11. Facilitate and coordinate with "Client", all "On camera talent", internal "Service Provider" guides and employees and locations for all parts (episodes) of the "Film" and whole "Film".
- 3.12. "Service Provider" work in tandem with "Producer" and "Client" to produce all aspects of the shoot, parts (episodes) of the "Film" and whole "Film".
- 3.13. Provide "Client", "On camera talent" and "Producer" with all necessary product and brand direction needed to properly showcase the brand.
- 3.14. Provide safety services for all Parties.
- 3.15. Provide not shooting equipment needed for filming for all Parties.
- 3.16. Provide "Client" Helli Ski service on a terms agreed with the "Client".
- 3.17. Ensure that all participants work together on an ongoing basis.
- 3.18. To ensure receipt of all approvals from the "Client" required for the organization of work.
- 3.19. Credit "Producer" anytime a photo is used. Free photos are only to be used for social media where "Producer" is properly credited. All other photo usage will be negotiated on a case by case basis.
- 3.20. Help "Producer" source and license music.

"Client" RESPONSIBILITIES

- 4.1. Agree one of the "Producer" company proposed "Service Provider".
- 4.2. Come and take part in the filming in Chamonix, Italy March 15-30.
- 4.3. Participate in the creation of "Film" as the forces and capabilities.
- 4.4. Participate in the creation of "Film" as the forces and capabilities.
- 4.5. To issue all comments and approval needed for the film-making process and editing the versions of the "Film".
- 4.6. Agrees to pay "Producer" EURO XXXXXXXX plus all expenses confirmed to "Service Provider" Deposit of one half the amount EURO XXXXXXXX due totaling EURO XXXXXXXX.
The first payment is due upon signing of this agreement.
The rest of the balance will be paid in 2 installments:
 - EURO XXXXXXXX due April 1
 - EURO XXXXXXXX due upon final delivery of all "Film" parts (episodes) and whole "Film".
- 4.7. Agrees to pay "Service Provider" EURO XXXXXXXX for all services provided.
It will be paid in 2 installments:
 - EURO XXXXXXXX due March 15
 - EURO XXXXXXXX due rough cut of "Film" will be provided to "Client" (10.05.2015)
- 4.8. Agrees to pay XXX (need to confirm amount) by "On camera talent Agreement" to all "On camera talent", It will be paid in XXX (need to confirm date).
- 4.9. Agrees to pay XXX (need to confirm amount) for expenses required for the "Producer" productions crew to shoot each part of "Film" (episode), which includes but is not limited to, travel, food and lodging. It will be paid in XXX (need to confirm date).

4.10. Agrees to pay additional fees if it amends.

BREACHES

If any Party, for any reason, can not properly perform one or more of the stages of the work, Party must inform all parties by any available means, provided that the parties will receive this information.

After the offensive of this case, all payments following after it stop, to the moment of clearing the situation between the parties.

Party guilty of the offensive of this case can be penalized for the sum of size of 50% of cost of operation.

INTELLECTUAL PROPERTY RIGHTS

5.1. Conditional upon payment in full for the Services and Deliverables in accordance with this Agreement, "Producer" shall grant to "Client" the exclusive, fully paid-up, royalty free rights for all raw materials in digital form, parts (episodes) of the "Film" and whole "Film" (results of work) shot according to this Agreement.

4.1. "Producer" have access to all raw (uncut) footage, for use in other projects after approval of this use with "Client".

WRITTEN AMENDMENTS

No amendments to this Agreement shall be effective unless in writing and signed by each party hereto.

SEVERABILITY

In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.

COUNTERPARTS

The Parties may execute this Agreement, and any modification(s) hereof in two or more counterparts, which shall, in the aggregate, be signed by both parties. Each counterpart shall be deemed an original instrument as against any party who has signed it. A faxed copy of the signature of any of the parties shall have the same force and effect as an original signature of such party.

"Producer" Name: ___

Signature: ___

"Service Provider" Name: ___

Signature: ___

"Client" Name: __

Signature: __

ANNEX 1

FILM SPECIFICATIONS

The number of versions of the film - 2

Timing short version s Film -90 seconds, including the opening and closing credits.

Timing long version s Film -not less than 10 minutes and not more than 15 minutes, including the opening and closing credits.

Filming is done in digital format.

Aspect Ratio - 16x9

Image resolution - Full HD 1920x1080 or more

Frame frequency - is not less than 48 fps

The depth of color - 16 bit

Sound - mono, stereo, with separate musical and noise sound track, quality is not below 48 kHz and 24-bit

Original Language Film - Russian / English.

THE STORY

There will be ProFreeriders hiring a guide and cheating on him. Pretending to be 4 beginners and would like to learn how to ski, two of them are the stars and the other 2 or 3 the coach and Friends.

The Guide (Pierluca) will immediately realize that they are joking and he start to tell them after few turns in SnowPlow ok now we are ready for something more interesting and it turns out to be the other way around. And from here the guide is taking fun of them.

There are loops of 1,5 Minutes of increasing Action where every one ski big lines. At the end the two star are going for the final in Verbier because they will be ready for it.

ANNEX 2

ON CAMERA TALENT AGREEMENT

DATED 23.02.2015

PARTIES

Party “On camera talent”:

Party “Client”: XXXXXXXX with its principal place of business located at

DATE of Performance XXX

This agreement is entered into by and between Party ___ (the “*On camera talent*”) and ___ (the “*Client*”).

The “On camera talent” hereby grants to the “Client” and to its licensees, assignees, and other successors-in-interest, all rights of every kind and character, in perpetuity, in and to the “On camera talent” performance, appearance, likeness, name and/or voice (the “Performance”) in connection with the motion picture with work title “Find Your Line” Film.

The “On camera talent” hereby authorizes the “Client” to photograph, videotape, film and record (on film, tape, or any other medium), the Performance and audition(s) for the Performance; to edit the same at its discretion and to include it with the performances of others and with sound effects, special effects, digital effects and music; to incorporate the same into the “Film”, trailers, posters or other materials or programs related to the Picture; to use and to license others to use such records and photographs in any manner or media whatsoever, including without limitation unrestricted use for purposes of publicity, advertising and sales promotion; and to use my name, likeness, voice, biography or other information concerning me in connection with the “Film” and for any other purpose associated with the “Film”. The Actor further acknowledges that the “Client” owns all rights to the “Film”.

The “Client” shall compensate the “On camera talent” for the Performance by payment “On camera talent” a fixed amount equal to XXX, which is paid on the day of completion of Performance the “On camera talent”.

The “On camera talent” is responsible to pay all applicable taxes and other assessments or levies of any kind due on the receipt of income.

Unless otherwise agreed to in writing by the Production Company, the Actor will receive no compensation in the event that the Actor does not complete the Performance.

This Agreement constitutes the entire agreement by and between the “On camera talent” and the “Client” and supersedes any and all prior contracts, understandings, negotiations, and agreements with respect to the “Client” and the subject matter hereof, whether oral or written.

“On camera talent” Name: ___

Signature: ___

“Client” Name: ___

Signature: ___