

VIDEO ON DEMAND (VOD) AGREEMENT

Date:

BETWEEN

Name:	UpNorth Film Trondheim AS (Faction Film AS)
Address:	Nedre Baklandet 58C, N-7040 TRONDHEIM, NORWAY
Phone:	+4798221341
Fax:	
Legal representative:	Håvard Bustnes
Email:	haavard@upnorthfilm.no

herein after called "LICENSOR"

AND

Name:	Cinema Politica
Address:	5333 Casgrain Avenue, Suite 1101 Montreal, QC H2T 1X3 CANADA
Phone:	+1 514-575-1425
Fax:	
Legal representative:	Svetla Turnin
Email:	Svetla@cinemapolitica.org

herein after called "LICENSEE"

Contract Date	June 22, 2020	Effective date of contract for calculation of term shall be Release Date as specified
Release Date		Release date for VOD of the title
Materials Due Date		Materials as specified in Attachment A

Video On Demand (VOD) Definition

Video On Demand (VOD) means user selected content, regardless of business model (eg, Pay-Per-Transaction, Advertiser supported, or any form of subscription based streaming content); as a digital file; without regard to the means of transmission, whether by internet protocol or any other encoding; without regard to the physical means of delivery (whether cable, fibre optic, copper wire, satellite or other connection); and without regard to form of display (whether fixed or mobile, digital or analogue); without regard to the form of the transaction (whether as a permanent sale, or temporary rental, or other license).

1. Film

Health

Title:	Health Factory
Director:	Håvard Bustnes
Year of production:	2010
Country of production:	Norway
Runtime:	58 min
Original Language:	English, Norwegian
Language of Subtitles:	

2. Video On Demand (VOD)* Rights licensed granted to LICENSEE are:

Exclusive ☐

Non-Exclusive ☒

VOD (Regardless of business model)	Granted to Cinema Politica	Territory for which such rights are granted
Streaming	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Global <input checked="" type="checkbox"/> North America <input type="checkbox"/> Canada <input type="checkbox"/> Europe <input type="checkbox"/> Country(ies): _____
Downloading (temporary and permanent)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Global <input checked="" type="checkbox"/> North America <input type="checkbox"/> Canada <input type="checkbox"/> Europe <input type="checkbox"/> Country(ies): _____
Non-theatrical (Educational)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Global <input checked="" type="checkbox"/> North America <input type="checkbox"/> Canada <input type="checkbox"/> Europe <input type="checkbox"/> Country(ies): _____

LICENSOR grants to LICENSEE, and LICENSEE accepts, a non-exclusive license to exercise the Granted Rights and to advertise and publicize the exploitation of the Granted Rights – including to cause or permit commercial messages and announcements of no more than three (3) minutes of the actual Film provided the images and the sound of the Film shall not be used out of context.

3. Language

LICENSEE shall be entitled to exploit the original language version of the Film subtitled and/or dubbed in any and all languages spoken in the Territory.

4. Territory

All rights are strictly limited to the Territory. All other rights not specifically licensed are reserved to the LICENSOR for its unrestricted use and disposition (including in-flight rights).

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LICENSEE and its sub-licensees shall use geo-filtering technology and DRM control in order to prevent access to the Film outside the Territory.

5. Holdback

LICENSEE is authorized to holdback with a one month notice from CP distribution of the title in the granted territory(ies).

6. Term

Five (5) years commencing on signature of Distribution Agreement.

The initial Term shall be renewed automatically for an additional one year prior to the expiration of the then current term, unless either party determines not to renew and so notifies the other. The renewal shall be presumptive and automatic unless the parties explicitly agree not to renew.

6. Allocation of Gross Receipts

6.1 All costs of currency conversion, including banking charges, permit fees and transmittal costs shall be paid from 100% of the Gross Receipts deriving from the exploitation of the Distribution Rights in the Territory.

6.2 Commissions to sub-distributors shall be equally split between the LICENSEE and the LICENSOR.

7. Allocation of Royalties

LICENSOR	LICENSEE
___50%___	___50%___

8. Additional Sales

8.1 LICENSEE shall seek the approval of LICENSOR to the best of their abilities for any Sub Distribution Agreement/VOD contracts partnerships, including sub licensee agreements, partnerships, timing, and manner of execution of specific distribution programs.

8.2 LICENSEE shall use its reasonable commercial endeavours to maximize sales of the Film. For the avoidance of doubt, it is understood and agreed that the LICENSEE makes no guarantee of any kind in respect of sales that may be achieved in any individual revenue channel or group thereof.

8.3 LICENSEE shall cooperate with the LICENSOR in providing complimentary access to the title on LICENSOR's sites as may be required by LICENSOR for personal and/or promotional use. Such complimentary access will be for time periods and uses agreed to by the parties.

9. Material Delivery Terms

9.1 Essential materials delivery shall occur upon signing of this agreement. Publicity materials shall be sent to LICENSEE at the same time.

9.2 All costs and expenses including shipping incurred by LICENSEE in connection with the material delivery and the material order shall be split equally between the LICENSOR and the LICENSEE

9.3 Publicity Materials

All promotional items created by LICENSEE (i.e., poster, artwork, trailer, etc) will fairly represent the Film.

LICENSEE logo shall appear in all promotional materials created by the LICENSEE (posters, videograms, etc.)

9.4 LICENSEE shall have the right to cancel or postpone this agreement in its sole discretion based on failure to Licensor to deliver assets by the required dates.

10. Reporting

Every six (6) months for the next two (2) years and every year thereafter.

All payments will be made in Canadian currency via cheque, bank, wire transfer or online payment system.

LICENSEE shall keep full, true, and accurate books of account pertaining to the VOD distribution of the Film. Said books of the account may be examined on behalf of LICENSOR at LICENSEE's offices upon reasonably prior written notice.

11. Breach and Litigation

11.1 LICENSOR shall have the right to terminate this distribution agreement upon sending notice, if:

- LICENSEE fails to pay any sums due to LICENSOR (example LICENSOR's entitlement to gross receipts) or fails to remedy any material breach of this agreement;
- LICENSEE ceases to engage in the business of VOD distribution for a continuous period of 30 (thirty) Business Days or a petition for bankruptcy, receivership or a similar proceeding is filed against LICENSEE and not dismissed within 20 (twenty) Business Days;
- LICENSEE's failure within 10 (ten) Business Days after demand by LICENSOR to remedy completely any other act or failure constituting a material breach of this Agreement

11.2 A material breach of this Agreement may be treated by LICENSOR as a material breach under all licenses and agreements between LICENSOR and LICENSEE and shall entitle LICENSOR at its option to terminate any and all of the same

11.3 In case of termination of the Agreement LICENSOR shall have the right to collect and retain for LICENSOR's own account all monies due or to become due

11.4 Jurisdiction:

The plaintive may choose to either have the distribution Agreement governed by and interpreted in accordance with the laws of its country or may choose to have it governed by the defendant law. Any claim or matter arising under this Distribution Agreement shall be submitted to the exclusive jurisdiction of the Courts chosen by the plaintive.

11.5 LICENSEE has relied solely on his or her judgement and investigation in deciding to enter into this agreement.

11.6 Unless a Long Form Agreement is mutually agreed upon, this Distribution Agreement is fully binding between the parties and with full legal force and effect.

12. Warranties

12.1 LICENSOR certifies and guarantees that it has all rights necessary to enter into this Agreement and to perform all of its obligations hereunder, there exists no outstanding contract or other arrangement that conflicts with this Agreement or might in any way limit, restrict or impair the rights granted to the LICENSEE.

12.2 LICENSOR certifies and guarantees that it will proceed, at its own costs, with all payments, of any nature, to any parties not included in this Agreement, that could be and/or become due and/or claimed for any reasons whatsoever.

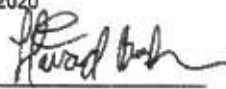
SAT

12.3 Licensor undertakes to indemnify and hold harmless the LICENSEE against any third-party claim, action, or other proceedings of any nature whatsoever relating to the Film.

Date: June 18, 2020

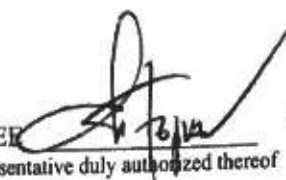
LICENSOR

Legal representative duly authorized thereof



LICENSEE

Legal representative duly authorized thereof



Svetla
Turner

Attachment A: Delivery Requirements

All assets are to be delivered in the highest quality format possible. All materials are to be delivered by digital transfer or on an external USB/ Firewire Hard Drive to:

Attn: Deliverables (Film Title)
Cinema Politica
5333 Casgrain Avenue, Suite 1101
Montreal, QC H2T 1X3

1. Digital Assets Specs – Films and Trailers

We ask that all films and trailers are delivered in either of the following formats:

1. MOV (required -- PRO RES, uncompressed)

- exported from edit timeline or captured directly to this format from the uncompressed master
- audio uncompressed and in stereo or surround sound (PCM 48.000 kHz 16-bit)
- original/master resolution, frame rate and interlacing cadence
- if shot in 24P, video should arrive in 23.98fps progressive with the telecine cleanly reversed (no loose interlaced frames)
- cannot be up-converted from compressed media (e.g. H.264, DV, MPG, WMV)
- cannot be captured from DVD's, miniDV's or other consumer grade-masters
- no glitches or audio/video artifacts
- no watermarks, bugs, DVD logos, promo intros, dates, websites
- clearly labeled (e.g. Company_MovieTitle.mov)

OR

2. APPLE PRO RES 422 (HQ) video file in .MOV container

- requires Final Cut Pro editing software
- exported from edit timeline or captured directly to this format from the uncompressed master
- audio uncompressed and in stereo or surround sound (PCM 48.000 kHz 16-bit)
- original/master resolution, frame rate and interlacing cadence
- if shot in 24P, video should arrive in 23.98fps progressive with the telecine cleanly reversed (no loose interlaced frames)
- cannot be up-converted from compressed media (e.g. H.264, DV, MPG, WMV)
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2. Metadata

- List of Technical Specs
 - Runtime
 - Year of Completion
 - Country of Production
 - Aspect Ratio
 - Original Format (Super 16 film, HD, MiniDV, Sony EX3, etc.)
 - Frame Rate
 - Copyright info (who holds it and what year)

- Cast and Crew List
- Synopses (both a long and short)
- Festival List (with years) and corresponding Laurel Graphics (if available)
- Press articles with excerpted quotes
- External links for related film sites (production company, reviews, etc.)

3. Design Elements

- High Quality Film and Production Stills

4. Versions Required

Separate versions of the film may be required in the file format specified above