

TERROR FILMS RELEASING TERM SHEET

TERRITORY: Worldwide (Preferred rights are WW, but we will accept North America)

RIGHTS

GRANTED: Any and all digital, streaming and television rights, including but not limited to PAY TV,

SVOD, AVOD, TVOD, VOD and VIRTUAL THEATRICAL.

TERM: 7 years from date of release with a year-to-year, annual mutual renewal option.

LICENSEE

SPLIT: 35% - Licensor (*that's you*) retains 65%

LICENSEE

RECOUPS: \$2500.00 Flat ***

Please be advised that the flat \$2500.00 recoupable fee covers the following:

- 1) Content Ingestion
- 2) Cloud Storage
- 3) Platform QC of your Film and Trailer
- 4) Creation and delivery of all platform-sized art
- 5) All *direct* platform partner delivery service fees

***Please be advised that delivering a proper Closed Caption file free of mistakes such as sync issues, grammar and / or punctuation mistakes, added spaces, overlapping forced narrative or lower thirds is VITAL! We will guide you through the process on how to make them after our logo has been added to your film, however, if you deliver a CC file that fails 2 times, we will have them made with our own vendor. This would be a recoupable cost in addition to the amount above. If Licensor delivers all required materials to Licensee and your content passes the platform QC, no additional expenses shall apply.

For the sake of clarity, no additional expenses will be incurred unless approved by Licensor. Any and all expenses are recouped from royalties. You DO NOT pay any upfront fees!

RETAINED

RIGHTS: Licensor shall retain Brick and Mortar Theatrical***, Film Festivals, Hard Goods***.

Additional reserved rights are outlined in Long Form.

***If rights are Worldwide, Brick and Mortar Theatrical and DVD rights may be sold to international buyers.

OUR MARKETING

GUARANTEE: Licensee guarantees a promotional marketing campaign as follows at NO COST

to Licensor***



- 1) An official announcement with your content's release date, trailer and poster is issued to multiple entertainment sites to expand exposure.
- 2) A screener link is provided along with a request for reviews.
- 3) Interviews, Podcasts and Q&A's, are requested for the filmmaker and key cast.
- 4) If provided, we pitch clips and stills to various entertainment sites and blogs for added exposure, which are also used across social media.
- 5) Once your film goes live, we launch paid digital ads***

***Reviews and interviews cannot be guaranteed. Digital ad-spend is a <u>non-recoupable</u> cost. We reserve the right to adjust the marketing spend from ad to ad and frequency of the ads throughout the term, at our sole discretion.

REPORTING: Reports are issued quarterly. Quarterly reports on digital revenue earned on transactional platforms are issued as follows***:

Q1-January thru March (March pays out to us in June)

Q2 – April thru June (June pays out to us in Sept)

Q3 – July thru September (Sept pays out to us in Dec)

Q4 – October thru December (December pay out to us in March)

"One off" licensing fees are issued within 10 business days of receiving payment from any direct licensing deal made (if any), at any time during the term.

***Although each quarter closes as noted above, many platforms, including Amazon and TUBI TV do not finalize their accounting until 90 days from the close of each quarter, which delays all payouts as noted above. It takes us approximately 45 biz days from the time a quarter closes, and we are issued all revenue to finalize all reports and issue payments. All payments are electronic (PayPal is preferred to Wire, ACH or Zelle – transaction fees may apply).

DELIVERY AT A GLANCE*:** In order for us to do the best possible job in releasing your film in a timely manner, and marketing it to the best of out our ability, you must deliver:

- 1) A completed film and platform friendly trailer.
- 2) A poster in a layered file.
- 3) All Meta-Data & Press materials.
- 4) A properly formatted Closed Caption File and Music Cue Sheet.

***Complete Delivery Details Are Provided in our Filmmaker Delivery Packet Upon Execution of a Long Form Agreement.

The above terms are open to reasonable negotiations on a film-by-film basis.

This is a non-binding offer until such time the parties have executed a long form agreement.