

OPTION AGREEMENT

This Agreement made on [DATE] between:

- (1) **UNIGRAM MEDIA LIMITED of 65 Newman Street, First Floor, London W1T 9NY** (“Company”) and
- (2) **CHARLOTTE MACINNES** of [address] (“Artist”)

sets out the terms agreed between Company and Artist for the granting by Artist to Company of an option to acquire Artist’s exclusive recording services on the terms hereof.

1 Option Period

- (a) The Company shall have the exclusive option (the "Option") to acquire the exclusive recording services specified in the Schedule of the Artist for the Option Period which shall commence on the effective date of this Agreement.
- (b) During the Option Period, the Artist agrees not to enter into any other agreement or engage in any other activity that would prevent or hinder the Artist from fulfilling their obligations under this Agreement.

2 Exercise of Option

The Company may exercise the Option by giving notice to the Artist no later than one year after the initial commercial cinematic release of the Deb movie. The notice may be served in writing or by email and shall specify the intention of the Company to exercise the Option.

3 Terms of Exclusive Recording Services Agreement

- (a) If the Option is exercised the Artist shall promptly execute the exclusive recording services agreement (the "Recording Agreement") forming the Schedule hereto.
- (b) The Recording Agreement shall set forth the rights, obligations, and responsibilities of both the Company and the Artist, including but not limited to the scope of recording services, compensation, royalties, album releases, promotional activities, and any other pertinent provisions.
- (c) If the Artist fails to duly execute the Recording Agreement, the Artist hereby authorises the Company to execute it on her behalf (and grants the Company a limited power of attorney for this purpose only).
- (d) The Artist’s recordings shall be released on Rebel Wilson’s imprint label “Rebellionaire” and distributed via Rebellionaire’s distribution agreement with Warner Music/Unigram, or as otherwise designated by the Company.

4 Consideration

In consideration for granting the Option, the Artist shall receive a recoupable advance of £1,000.00 (one thousand pounds) payable within 10 working days of Company’s receipt of Artist’s invoice therefor following the Artist’s execution of this Agreement. In addition the Company shall make an advance of £5,000.00 (five thousand pounds) as a contribution to the Artist’s legal costs which shall cover advice on this agreement and on the Recording Agreement.

5 Confidentiality

The Parties shall keep confidential the terms of this agreement and any information disclosed during the Option Period, except as required by law or with the written consent of the other Party and provided that nothing shall prevent either Party from discussing the agreement with its professional advisers.

6 Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of the United Kingdom and the parties submit to the exclusive jurisdiction of the UK courts.

Please sign below to indicate your agreement with the above terms.

Executed by the parties:

For and on behalf of
UNIGRAM MEDIA LIMITED

ARTIST

THE SCHEDULE

(The Recording agreement referred to in the Option Agreement above)

AGREEMENT

This Agreement made on [DATE] between:

- (1) **UNIGRAM MEDIA LIMITED of 65 Newman Street, First Floor, London W1T 9NY** (“**Company**”) and
- (2) **[ARTIST]** of [address] (“**Artist**”)

sets out the terms agreed between Company and Artist for the Artist granting to Company the Artist’s exclusive recording services

The Parties have agreed as follows:

1 Territory

The World.

2 **Term**

1 initial contract period (“**Initial Period**”) plus Company shall have options for 3 further separate and consecutive contract periods (each an “**Option Period**”).

Each contract period shall expire 6 months following UK release of the commitment album delivered during such contract period. Company shall have the protection of a 5 working day option notice and cure period.

3 **Rights**

Artist shall record for Company exclusively during the Term.

Copyright in masters recorded prior to and during the Term (“Masters”) shall vest in Company in perpetuity.

To the extent that any copyright in the Masters is created, owned or controlled by Artist (excluding the copyright in the underlying compositions) Artist hereby exclusively assigns (by way of assignment of present and future rights) to Company all the copyright and other rights (including (without limitation) performer’s property rights) in and to the Masters and all records and videos produced therefrom with full title guarantee and free from encumbrances for the use and benefit of Company and its successors, assigns and licensees throughout the Territory in perpetuity and Company and its successors, assigns and licensees shall have the exclusive right to exploit the Masters in any and all media by any and all means possible throughout the Territory in accordance with the terms of this Recording Agreement.

4 **Product Commitment**

In each contract period: 1 album plus B-sides and bonus recordings.

5 **Recording Costs**

Advances are exclusive of recording costs which shall be administered and paid by Company in accordance with mutually-agreed budgets. The budget for the first album shall be not less than £50,000.

Additional recording costs incurred by Company post-delivery (including additional mixing and remixing) shall be administered and paid by Company on a recoupable basis in accordance with mutually-agreed budgets.

6 **Advances**

(a) Initial Period: £50,000 payable as to 50% on signature and 50% on acceptance of delivery of the 1st album.

(b) Option Periods: a sum calculated using a min/max formula based on 60% of Artist’s royalty earnings from net sales through normal retail channels of the previous commitment album and related singles/tracks (including electronic distribution of bundled albums and of single tracks) including an estimate of pipeline earnings less physical reserves (capped at 20%) over a period of 12 months from the date of initial UK release of such album subject to the following minima and maxima:

	Minimum	Maximum
2nd Album:	£0	£0
3rd Album:	£0	£0

4th Album:	£	£
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Advances in respect of the Option Periods shall be payable 50% of the minimum on exercise of option; 50% of the minimum on acceptance of delivery of the album to be delivered during that contract period; and the balance between the minimum and the maximum (if any) on the final calculation date.

7 Royalties (inclusive of producer, mixer, featured artist and all other third party royalties)

The headline royalty rates we propose are as follows:

	UK	Major Territories	RoT
Digital:	19% PPD	18% PPD	17% PPD
Physical:	17% PPD	16% PPD	15% PPD

Royalties are calculated on: (a) the net dealer price of 100% of physical records sold and not returned; or (b) Company's or Company's local affiliates' net receipts (as applicable depending on the territory of exploitation) in respect of digital. No packaging deductions shall apply.

Major Territories – USA, Canada, Australia, Japan, Germany, Switzerland, Austria, Scandinavia, Benelux, Spain, Italy and France.

Audio-visual – digital: 100% of the otherwise applicable rate; physical: 90% of the otherwise applicable rate.

Flat fee – 50% of net receipts (ex-UK affiliate deductions capped at 25%).

Third party features – advances, royalties/flat fee income shared 50/50. Artist's 50% share of royalties/flat fee income shall be credited to Artist's account.

8 Mechanical Royalties in USA / Canada

Controlled compositions to be licensed at 100% of the statutory mechanical rate and mechanical royalties will be paid on a maximum of 11 tracks per physical album, 2 tracks per physical single and 4 tracks for any other physical configuration.

9 Videos

For each video clip Company will recoup 50% of the cost against all royalties and the other 50% from audio-visual income.

The budget, director and storyboard shall be mutually agreed.

10 Merchandise

The parties shall negotiate in good faith terms for the grant to the Company of exclusive merchandising rights throughout the Territory during the Term (and thereafter until the end of the touring cycle relating to the last product commitment album released hereunder).

11 Live Income

The parties shall negotiate in good faith terms for the grant to the Company of a share of Artist's gross live income arising from live performances which are undertaken during the Term within the Territory and until the end of the touring cycle relating to the last album released hereunder.

12 Tour Support

Company and Artist will mutually agree tour support budgets on a case by case basis, and shall make available a reasonable amount of tour support. All tour support payments will be 100% recoupable.

13 Procured Brand Partnerships

The parties shall negotiate in good faith terms for the grant to the Company of the non-exclusive right to solicit, procure and enter into sponsorship and endorsement agreements on Artist's behalf, subject always to obtaining Artist's prior approval over which agreements to enter into and the commercial and creative terms.

14 Ancillary Income

The parties shall negotiate in good faith terms for the grant to the Company of a share of income arising from Artist's sponsorship/endorsement/branding and other activities in the entertainment industry undertaken during the Term (excluding recorded music activities (including but not limited to third party record production, mixing, remixing, and/or featured artist performances), and merchandising to the extent that Artist's merchandising rights are granted to Company).

15 Online

Company shall have the exclusive right to set up and maintain Artist's "official" website and/or webstore during the Term.

Artist shall have approval over the content and look and feel of the website. URL and data (subject to data protection legislation) shall be transferred to the Artist post-Term.

Artist shall use reasonable endeavours to procure access to an allocation of live event tickets for sale direct to consumers via the webstore and Company shall be exclusively entitled to any such allocation available to Artist (if any) and Artist shall use reasonable endeavours to ensure that such allocation is a minimum of 20%. Also, Artist shall use best commercial endeavours to procure the right to sell premium tickets / VIP packages to Artist's live performances and Artist shall procure that any such tickets / packages Artist procures the right to sell are made available exclusively to Company for sale via the webstore.

Company shall account to Artist for 50% of its net receipts (taking into account a 5% service fee) arising from activities on the website / webstore including the sale of advertising (but excluding the sale and/or exploitation of masters/videos and merchandise, rates for which are dealt with elsewhere).

Company shall collect data via the website / webstore in a manner to allow both parties the right to use all data collected in perpetuity in connection with the promotion of the Artist and the products of Artist's services.

16 Unigram Joint Venture

Artist acknowledges that Company is party to an agreement with Warner Music UK Limited ("Warner") under which Masters the subject hereof will be co-owned by Warner and distributed by Warner or one of its affiliated companies. Company shall be entitled to license any or all of its obligations hereunder to Warner.

17 **Warranties**

Artist hereby warrants, represents and undertakes that:

- (a) Artist has the right and power to enter into and fully perform this Recording Agreement;
- (b) the compositions and other material recorded on each recording or film delivered to Company hereunder shall not be obscene or defamatory nor violate any laws or infringe upon the rights of any person (and for the avoidance of doubt shall not therefore contain any samples);
- (c) Artist is exclusively entitled to use the Artist name "[ARTIST NAME]" and Company shall be exclusively entitled to use such names in connection with the exploitation of its rights hereunder;
- (d) Artist is not a minor;
- (e) Artist gives all consents necessary as required under the Copyright Designs and Patents Act 1988 as amended to enable any exploitation by Company of its rights hereunder;
- (f) Artist hereby waives (or where applicable agrees not to assert) any and all moral rights which Artist may have in relation to the materials contained in the recordings recorded and or delivered hereunder; and
- (g) Artist will not for a period of 5 years following the expiry (or earlier termination) of the Term re-record or authorise the re-recording of any composition contained on any recording or film delivered hereunder and released during the Term or within 1 year thereafter.
- (h) Artist agrees to hold Company harmless from and keep Company indemnified against all losses, claims, expenses, damages and demands (including without limitation reasonable third party legal fees and expenses) arising out of or as a consequence of any breach by Artist of any warranty, representation, undertaking or agreement contained in this Recording Agreement Provided That such indemnity shall be limited to sums arising pursuant to a final judgment of a court of competent jurisdiction or a settlement approved by Artist in writing (such approval not to be unreasonably withheld or delayed).

18 **Long-form**

The terms in this Recording Agreement will be incorporated into a long-form recording agreement which the parties hereto undertake to negotiate in good faith after the date hereof. Until execution of such long-form agreement the terms set out in this Recording Agreement shall constitute a valid and binding contract between Company and Artist. Company and Artist agree to work reasonably and in good faith to conclude the long-form agreement within a reasonable time following execution of this Recording Agreement.

19 **General**

- (a) If Artist breaches any of Artist's obligations hereunder Company shall have the right to terminate the Term on written notice to Artist if Artist has not remedied the

relevant breach within thirty (30) days of the service by Company on Artist of written notice requiring remedy of the breach in question.

(b) Neither party hereto shall without the other party's prior consent in writing make any statement or supply any confidential information relating to this Recording Agreement (including the key commercial terms hereof) to any person other than the parties' respective professional advisers or as required by law.

(c) No person who is not a party to this Recording Agreement may enforce any term of it and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply.

(d) Neither party shall be entitled to assign this Recording Agreement to a third party save that Company may assign this Recording Agreement to a subsidiary, parent company or affiliate or to a person, firm or corporation who owns or hereafter acquires a substantial portion of Company's stock or assets.

(e) This Recording Agreement shall be governed by English law and the English courts shall be the exclusive courts of jurisdiction.

(f) This Recording Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. Transmission of an executed counterpart of this Recording Agreement or transmission of the executed signature page of a counterpart of this Agreement by (a) email (in PDF or other agreed format); or (b) via a secure electronic signing service (such as DocuSign) shall take effect as delivery of an executed counterpart of this Recording Agreement

Please sign below to indicate your agreement with the above terms.

Executed by the parties:

For and on behalf of
UNIGRAM MEDIA LIMITED

ARTIST