

PRODUCT PLACEMENT AGREEMENT

Agreement dated as of < _____ > between **Saved Message LLC** ("Producer"), at the address of **1789 Peachtree Street 3rd Floor, suite 300, Atlanta, GA 30309**, and < _____ > ("Company") in connection with the theatrical motion picture currently entitled "**Forever My Girl**" ("Picture").

1. **PLACEMENT/FEE:** [*choose from alternative provisions*]
2. **MATERIALS:** In consideration of the reasonable efforts of Producer, subject to Paragraph 7, to integrate the Product into the U.S. Theatrical Version as provided in Paragraph 1, Company hereby agrees to provide Producer for Producer's use in connection with the Picture the item(s) set forth below (collectively, "**Product**"):

Company shall provide the Product to Producer at the address set forth above, or such other place as Producer may notify Company, on or before _____, 20__.

3. **GRANT:** Company hereby approves and grants to Producer and its successors, assigns and licensees, the non-exclusive right to use, display and reproduce the Product, and all brand names, trademarks, tradenames, service marks and/or copyrights associated with the Product (collectively, "**Mark(s)**"), in the Picture (including film clips therefrom and any and all sequels thereto and remakes thereof) (collectively, "**Rights**"), in connection with the advertising, promotion, publicity and exploitation thereof, in any and all media, whether now known or hereafter existing, throughout the universe, in perpetuity.
4. **COMPANY REPRESENTATIONS AND WARRANTIES:** Company represents and warrants that (a) it is the sole owner of the Product and of all rights necessary to grant to Producer the Rights herein granted; (b) no other consents or approvals are required in connection with such Rights as contemplated by this Agreement; and (c) it is not necessary for Producer to pay any amount to any person, firm or corporation (including without limitation Company) in order to enable Producer to enjoy the full rights to use the Product as described herein.
5. **RIGHTS:** All rights of every kind and nature whatsoever in and to all still and motion pictures and sound recordings made hereunder in connection with use of the Product by Producer (whether or not any part hereof is actually utilized in the Picture or not), shall be and remain the sole and exclusive property of Producer, including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Producer shall elect, in, and in connection with, advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Company nor any other party now or hereafter claiming an interest in the Product and/or interest through Company shall have any right of action against Producer or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings. Producer acknowledges that it has no ownership interest in the Mark(s) except to include it in

the Picture and as otherwise provided herein. Nothing contained in this Agreement shall be construed as granting to Company any ownership, license(s) or permission(s) whatsoever in connection with any commercial use of the Product in connection with the Picture, including without limitation, the title of the Picture, any character name(s), any actual name(s) and/or likeness(es) of any individual(s) rendering services of any kind on the Picture, or any other images, associations, and/or references.

6. INDEMNIFICATION: Company agrees to indemnify Producer and its subsidiaries, affiliated entities, successors, assigns and licensees, as well as such parties' respective successors, assigns, licensees, agents, officers, owners, principals, employees and shareholders, from and against any loss, claim, liability, damage, action or cause of action (including, without limitation, reasonable attorneys' fees) arising from or related to any breach of Company's representations, warranties and/or agreements contained herein.

7. CREATIVE CONTROL: Notwithstanding anything herein to the contrary, Company recognizes that Producer retains all artistic and creative control in connection with the Picture, and may decide for subjective reasons to shoot or edit the Picture in such a way that the Product and/or the Mark(s) may not appear or may not appear readily recognizable in the U.S. Theatrical Version. Company understands and agrees that it shall have no rights against Producer, at law or in equity (including, but not limited to, any right to rescind or terminate this Agreement or to enjoin or restrain Producer's exploitation of the Picture in any manner whatsoever), as a result of Producer's use and/or non-use of the Product and, to the full extent permitted by law, hereby irrevocably waives all such rights.

8. CONFIDENTIALITY: Contractor and all of Contractor's employees or subcontractors shall adhere to the terms and conditions of Addendum "A," which is attached hereto and by this reference made a part hereof, with respect to confidentiality.

9. MISCELLANEOUS: Company may not terminate or rescind the permission granted to Producer hereunder. In the event of any claim by Company against Producer, whether or not material, Company shall be limited to Company's remedy at law for damages, if any, and Company shall not be entitled to enjoin, restrain or interfere with use of the Product as provided in this Agreement or with the advertising, publicizing, exhibiting or exploitation of the Picture. This Agreement is non-assignable by Company. This Agreement may be freely assigned and licensed by Producer in whole or in part to any party (including any person or entity which produces the Picture for distribution by Producer). Captions of paragraphs hereof are inserted only for convenience and reference and in no way define, limit or describe the scope or intent of any provision hereof. This Agreement shall be construed in accordance with the laws of the State of California applicable to agreements which are executed and fully performed within the State of California.

10. ENTIRE AGREEMENT: This Agreement reflects the complete understanding between the parties and supersedes all prior discussions and understandings, or otherwise between the parties and in entering into this Agreement Company acknowledges that it is not relying on any representations of any party to this Agreement or otherwise, whether oral or written, not specifically set forth herein.

By signing in the spaces provided below, Company and Producer accept and agree to all the terms and conditions hereof.

< _____ >
("Company")

_____ ("Producer")

By _____
Title

By _____
Title

ADDENDUM "A"

CONFIDENTIALITY/UNAUTHORIZED USE AGREEMENT

Producer has strict policies with respect to the disposal, distribution and/or dissemination of production materials and/or information. It is essential that Company agrees not make any unauthorized use, reproduction, sale and/or distribution of any production materials, and Company further agrees to hold confidential, and not disclose at any time to the public, the media or to any person or entity, any confidential production information.

Producer is the sole and exclusive Company of all rights in and to all elements of Picture (including without limitation scripts, props, storyboards, etc.). Should Company be privy to and/or handle any production materials, elements and/or information, or should any production materials, elements and/or information become known to Company, Company shall not at any time directly or indirectly, disseminate, duplicate, publish, dispose of, distribute or in any other manner whatsoever, whether to a single or multiple recipient(s) or onto the internet or replacement/successor technologies, including without limitation all social media and social networking websites such as *Twitter* and *Facebook*, blogs, multimedia messaging (e.g., SMS, MMS, email, etc., and future technologies or methods in the nature thereof) and the like, disclose any materials, elements and/or information of any kind, including on-set or location personal photographs or videos (whether by use of cell phone, camera or other recording device) dealing with or in any way relating to the development, production or exploitation of the Picture, or any element thereof – including, without limitation, the screenplay, underlying literary material, locations, props, artwork, cast members (including their names and/or likenesses), crew members (including their names and/or likenesses), creative elements, or the business or affairs of the Picture or of Producer (collectively, "**Confidential Information and Materials**"). Company acknowledges and agrees that the Confidential Information and Materials derives independent economic value from not being generally known to the public or to other persons who can obtain economic value from its disclosure, distribution or use. Company acknowledges that any breach by Company with respect to the Confidential Information and Materials will cause irreparable injury to Producer, not readily measurable in money, and for which Producer, without waiving any other rights or remedies, shall be entitled to injunctive relief. At Producer's request, Company agrees to return immediately to Producer any and all Confidential Information and Materials.

Failure to comply with those policies may, at Producer's election, result in: (i) Company's immediate termination (as applicable); (ii) the revocation of Company's privilege of viewing or handling any Confidential Information and Materials; and (iii) the revocation of Company's privilege of visiting the production locations including without limitation the production office, Art Department, set, etc., and Producer may prosecute any such failure to comply to the full extent allowable under law (with both criminal and civil liability). Producer reserves all of its other rights and remedies in the event that Producer's policies with regard to Confidential Information and Materials are not complied with.

The obligations set forth in this agreement shall survive any termination of the agreement.

