

## FILM RIGHTS ACQUISITION AGREEMENT

This Agreement is made and entered into between WarnerMedia, HBO, and David More regarding the acquisition of the film rights for the project provisionally titled "The King's Salt".

## **RECITALS:**

WHEREAS Party A is the author and copyright holder of the literary work titled "The King's Salt";

WHEREAS, Party B, HBO Max a leading global streaming platform, is interested in acquiring the exclusive film rights to adapt the Work into audiovisual content for distribution on its platform;

WHEREAS, Party C, Warner Media, a reputable production company, will be responsible for producing the film adaptation of the Work;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

- **1. Film Rights Acquisition:** HBO offers to acquire the exclusive rights to produce, distribute, and exploit the film adaptation of the project provisionally titled "The King's Salt".
- **2. Acquisition Offer:** Party B, HBO offers to purchase the film rights for the Project for a total consideration of three hundred thousand dollars (\$300,000). This offer is contingent upon the acceptance of the terms outlined in this Agreement.
- **3. Royalties:** Owner shall receive twenty percent (25-30%) of the net revenue generated by HBO from each view or distribution of the Project. Royalties shall be calculated and paid to Owner on a regular basis, as specified in a separate royalty payment schedule.

- **4. Movie Production:** HBO expresses the intention to produce a movie based on the Project. The owner acknowledges and agrees to collaborate with HBO to develop and create the movie. HBO will consult with Owner on the creative direction and involvement for the film.
- **5. Production Involvement and License:** Owner shall be invited to actively participate and collaborate during the research and production phases of the Project. Owner's insights and contributions shall be welcomed to ensure the Project's authenticity and alignment with the original vision. The owner is granted a license to be present during production research and production itself.
- **6. Production Credit:** Party B agrees to provide an appropriate production credit to Party A as the author of the Work in all materials related to the Project, including but not limited to film credits, promotional materials, and advertising.
- **7. Copyright Ownership:** Owner retains full ownership of the copyright to the Project. HBO is acquiring the exclusive rights to produce, distribute, and exploit the film adaptation of the Project, while the underlying copyright remains with Owner.
- **8. Confidentiality:** Both parties acknowledge and agree to maintain the confidentiality of any proprietary information shared during the course of collaboration.
- **9. Representations and Warranties:** 9.1 Party A represents and warrants that they are the lawful owner of the copyright in the Work and that the rights granted herein do not infringe upon the rights of any third party.
- 9.2 Party B represents and warrants that it has the authority to enter into this Agreement and that it possesses the financial capability to fulfill its obligations as outlined herein.
- **10. Creation of Materials:** In order to proceed with the acquisition of the Book's rights and the production of the cinematic project, HBO requires the creation of cinematic trailer, marketing evaluation and a film pitch deck. The author shall be responsible for creating the materials in accordance with the specifications provided by HBO. The author shall ensure that the materials are of high quality and are aligned with the vision of the book's cinematic adaptation.

- **11. Production by WarnerMedia:** WarnerMedia shall be the entity responsible for producing the film adaptation of the Work. Party A acknowledges and agrees to cooperate with WarnerMedia and their creative team to bring the Project to life.
- **12. Entire Agreement:** This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, understandings, or representations.
- 13. Governing Law: This Agreement has been entered into in the State of California, USA, and shall be construed and enforced under and subject to the laws of said state. Each Party irrevocably consents to the jurisdiction of the courts located within such a state. Should there be any dispute between the Parties concerning the interpretation of this Agreement or concerning an alleged breach of this Agreement, that the Parties are unable to resolve in consultation with each other, such dispute shall be decided by arbitration pursuant to the regulations and procedures of the American Arbitration Association in Los Angeles, California. The Parties agree that any award rendered by the American Arbitration Association may be entered in the appropriate state or federal court located within the state of California.

IN WITNESS WHEREOF, the Parties hereto will execute this Agreement with the Effective Date of 25th of April, 2024.

Chairman and Chief Executive Officer of HBO

CEO at WarnerMedia Entertainment

<u>David More</u> Author's Signature