LICENSE AGREEMENT

This Agreement dated as of ______, is entered by and among Liberty Street Films, LLC ("Licensor"), Jim Bruce ("Bruce") and ______ ("Licensee") to obtain certain rights to publicly perform the documentary motion picture entitled *Money for Nothing: Inside The Federal Reserve* ("Documentary") as set forth below. Licensee and Licensor agree that the use of the Documentary will be controlled by the terms set forth on this page.

- 1. <u>LICENSE</u>: In exchange for the License Fee as set forth below, Licensor hereby grants Licensee the non-exclusive, non-sublicensable, non-transferable right to conduct a Public Screening of the Documentary. Any other use, display, showing, distribution or other exploitation of the Documentary without the prior written consent of Licensor and the payment of the thenapplicable license fee, which is subject to change at the discretion of Licensor, is strictly prohibited.
- 2. <u>DVD</u>: Licensor shall provide one (1) DVD of the Documentary for campus screening and classroom use, and Licensee shall retain ownership of such DVD.
- 3. <u>LICENSE FEE</u>: In full consideration of the rights herein granted, Licensee has paid Licensor the non-refundable sum of Two Hundred and Ninety-Five dollars (\$295.00) ("License Fee") upon the full execution of the Agreement.
- 4. <u>OWNERSHIP</u>: Licensee is granted no rights to the ownership of the Documentary or any materials contained on the DVD of the Documentary whatsoever. Licensee is granted no rights to modify or use any of the materials contained on the DVD or any trademarks or other intellectual property rights with respect to the Documentary or DVD, except as specifically set forth in this Agreement. Licensee is not authorized to reproduce the copyrighted work or any intellectual property rights in and to the trademarks of the Documentary or DVD. Licensee will not knowingly, nor will it encourage or assist a third party to challenge the validity or ownership of any copyright, trademark or other intellectual property right of Licensor of any of its affiliates. Licensee will not utilize the trademarks or copyright-protected materials of Licensor or any of its affiliates.
- 5. <u>TITLE</u>: In any internal marketing or press materials for the Private Screening, Licensee must:
 (a) use the full and correct title of the Documentary *Money for Nothing: Inside the Federal Reserve* and (b) credit director, writer and producer Jim Bruce.

6. <u>STANDARD TERMS</u>:

- A. Licensor hereby represents and warrants to Licensee that Licensor is the owner of the Documentary; that Licensor has the full right, power and authority to enter into this Agreement and to grant to Licensee all of the rights and licenses specified herein.
- B. Licensee shall comply with the provisions of the Universal Copyright Convention and the laws of the United States to protect the copyright of the Documentary.
- C. Licensee agrees to defend, indemnify and hold Licensor and each of its parents and subsidiary companies, affiliates, predecessors, successors and assigns and the respective officers, directors, agents and employees of each harmless from and against any and all liability, losses, actions, claims, demands or damages of any kind or nature whatsoever which may arise out of Licensee's use of the Documentary or DVD or breach of this Agreement. Licensee agrees to give Licensor prompt notice of any claim or proceeding and

an opportunity to retain counsel at Licensee's expense. This indemnity shall survive the termination of this Agreement.

- D. Licensor agrees to defend, indemnify and hold Licensee and each of its parent and subsidiary companies, affiliates, predecessors, successors and assigns and the respective officers, directors, agents and employees of each harmless from and against any and all liability, losses, actions, claims, demands or damages of any kind or nature whatsoever which may arise out of any breach or alleged breach of this Agreement. Licensor agrees to give Licensee prompt notice of any claim or proceeding and an opportunity to retain counsel at Licensor's expense. This indemnity shall survive the termination of this Agreement.
- E. This Agreement represents the entire understanding of the parties and shall be construed in accordance with the laws of the State of California applicable to agreements fully executed and performed therein. The terms and conditions herein shall not be changed, amended or modified unless in writing signed by an authorized signatory of both parties hereto.
- 7. By accepting delivery of the Film on DVD from Licensor, the Licensee acknowledges that it has read this contract, understood its terms, and has voluntarily accepted its provisions.