

## **PRODUCTION SERVICES AGREEMENT**

THIS PRODUCTION SERVICES AGREEMENT is entered into as of the date of this Money Button Transaction, between You, The "Purchaser" of the percentage of Copyright Ownership, and Teodoro Rivera, III, Filmmaker."

WHEREAS, Teodoro Rivera owns the right to produce and exploit a theatrical motion picture (the "Picture") based on the original screenplay entitled "Lord Timmy and the Mystery of the Last Master" ("Screenplay") written by Teodoro Rivera, III; and

WHEREAS, Purchaser has requested Filmmaker to supervise the production of the Screenplay in the State of California; and

WHEREAS, to that end, Filmmaker has arranged for the directing services of Teodoro Rivera, and the producing services of Teodoro Rivera, all in accordance with a mutually approved budget and a production schedule which have been previously approved by Teodoro Rivera and MyMovies.us; and

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

### **1. Production of the Picture:**

(a) Teodoro Rivera shall use all sums advanced hereunder for the sole purpose of furnishing the production services for the Picture in accordance with the approved screenplay, budget, and production schedule, subject only to deviations therefrom caused by the exigencies of production and approved in writing by Teodoro Rivera. All sums received hereunder shall be deposited in a production account that has been designated, approved, and controlled by Teodoro Rivera, and until such funds have been expended in the production of the Picture such funds shall be and remain the sole and exclusive property of Teodoro Rivera.

(b) Delivery shall be complete when Teodoro Rivera delivers to MyMovies.us in accordance with this Agreement all physical elements of the Picture, and which MyMovies.us reasonably requires to cause the Picture to be exhibited throughout the world.

(c) Teodoro Rivera shall have the right of designation and approval in relation to all business, creative, and other elements, including without limitation, cast, director, production personnel, music, locations, film laboratories, sound stages, post production facilities, and all expenditures and other production matters in connection with the Picture, subject only to third party approvals and controls which are consented to by Teodoro Rivera and are contained in said third parties' written contract.

(d) Teodoro Rivera shall perform all of their obligations hereunder to the best of their ability and in a diligent manner. Upon the first to occur of: (i) delivery of the Picture hereunder, (ii) Purchaser's exercise of takeover rights hereinafter set forth, or (iii) Purchaser's request following completion of the Picture, Service Company shall irrevocably and without further action assign and transfer to Purchasers 45% of all rights in and to all past, present, and future "elements" of the Picture and all rights and benefits actually acquired by Service Company pursuant to any agreements with third parties in a form substantially as set forth in Exhibit "A" annexed hereto and made a part hereof. Teodoro Rivera shall execute Exhibit "A" upon execution of this Agreement and hereby authorizes Purchaser to date it upon the occurrence of any of the foregoing events. As used herein, the term "elements" shall include, without limitation, all literary material written for the Picture, if any, acquired by

Teodoro Rivera, all stills, artwork, and designs used in connection with the Picture, all film clips, recordings, trailers, sound tracks, and all other tangible and intangible property relating to the Picture, and all rights in and to the foregoing, exercisable throughout the universe, in perpetuity, and all subsidiary, ancillary, and related rights, performing rights, publishing rights, merchandising and commercial tie-up rights, and the right to use the names, likenesses, and voices of all persons rendering services in connection with the Picture. Teodoro Rivera shall include in its contracts with third parties engaged to render services on the Picture a provision that the results and proceeds of all the services rendered in connection with the Picture shall upon rendition automatically be the sole property of Teodoro Rivera. The Picture shall contain such production or presentation or release credit to Purchaser as Teodoro Rivera shall determine. Additionally, the end titles shall contain a copyright notice in the following form: "Copyright 2019, 45% to Crew/10% MyMovies.us/Purchaser's Money Button Paymail or name if desired (Copyright Holders). All rights reserved," or such other notice as Teodoro Rivera shall designate.

(e) Upon Crew, MyMovies.us, and Purchaser's acquisition of all right, title, and interest in and to the Picture as provided above, MyMovies.us shall assume, or cause any Exhibitor of the Picture to contractually adhere to, the executory obligations of all contracts undertaken by Teodoro Rivera in the normal course of business to produce the Picture.

(f) If Teodoro Rivera shall fail to execute any instrument or document which MyMovies.us may reasonably require to implement any term hereof or to perfect its rights hereunder, MyMovies.us shall have the right to execute such document or instrument on Teodoro Rivera's behalf, such right being an irrevocable power coupled with an interest.

**2. Production Contracts:** All contracts for personnel, studio hire, purchase of goods and services, laboratory work and all other licenses, contracts and obligations in connection with the production of the Picture by Teodoro Rivera, shall be made and entered into by Teodoro Rivera in their own name as principal and not as agent for Purchasers and no obligations whatsoever shall be imposed upon MyMovies.us thereunder. All such contracts or undertakings shall be consistent with the provisions of this Agreement and industry custom and practice. Such contracts and undertakings shall not be terminated, canceled, modified, or rescinded in any manner which would or might prejudice the rights of Purchasers hereunder. All such contracts shall be assignable to MyMovies.us without restriction. Teodoro Rivera shall have all responsibilities of an employer with respect to those personnel locally engaged by Teodoro Rivera in the United States, including those arising under any present or future legal requirements relating to Workers' Compensation, insurance, social security, tax withholding, pension, health and welfare plans under any legal requirements or any applicable collective bargaining agreement, if any, although upon delivery of the Picture and completion of all obligations required hereunder of Teodoro Rivera, MyMovies.us shall assume or cause the distributor of the Picture to assume such obligations and hold Teodoro Rivera harmless therefrom. Teodoro Rivera shall use due care in the selection and purchase of any items to be used in connection with the production of the Picture and shall assign Purchaser, Crew, and MyMovies on demand all rights which Teodoro Rivera shall obtain, by warranty and otherwise, from the supplier of such items.

**3. Insurance:** Teodoro Rivera shall carry and pay for appropriate insurance consistent with the requirements of Financier to cover all customary risks in connection with the performance of its obligations hereunder only with respect to those persons engaged in the United States, including without limitation, public liability, cast, and Workers' Compensation, which insurance shall specifically name MyMovies.us as an insured party (and beneficiary), and (as a condition to any payment hereunder) shall furnish MyMovies.us with certificates of insurance stating and certifying the amount and type of insurance and that MyMovies.us is an insured party thereunder and with copies of all said policies.

**4. Production Schedule:** It is of the essence of this Agreement that Teodoro Rivera furnish the production services respecting services and the Picture and all other elements required hereunder in accordance with the mutually approved production schedule (“Production Schedule”).

**5. Exhibition:** The Picture shall be exhibited in such manner as MyMovies.us shall determine through exhibitor votes.

**6. Service Company Representations and Warranties:** Teodoro Rivera hereby represents, warrants, and agrees as follows:

(a) MyMovies is a corporation, duly organized and existing under the laws of the State of CA, and has the right to grant all rights granted herein and is free to enter into and fully perform this Agreement.

(b) No liens, encumbrances, attachments, or other matters constituting or possibly constituting any impediment to the clear marketable title and unrestricted commercial exploitation or disposition of the Picture or any rights therein or pertaining thereto shall be permitted to occur which shall or may arise by reason of any acts, omissions, or activities of Teodoro Rivera in connection with the performance or enforcement of this Agreement, or attachments by Teodoro Rivera in connection with any litigation which Teodoro Rivera shall be plaintiff against Purchasers or any other party whatsoever. Teodoro Rivera will not create, make, cause, or permit any lien, encumbrance, pledge (except as may be required by a film processing laboratory), hypothecation or assignment of or claim against the Picture, or any rights therein, or upon the copyrights thereof, or upon the literary material upon which the Picture is based, or the release, distribution, exploitation or exhibition rights therein, or upon any proceeds therefrom or any other rights, interests or property therein or pertaining thereto.

(c) Teodoro Rivera shall at all times indemnify, defend, and hold harmless Purchasers, MyMovies.us and the partners, officers, directors, employees, licensees, shareholders, subsidiaries, and agents of each of the foregoing, and their heirs, executors, administrators, successors and assigns, from and against any and all claims, damages, liabilities, actions, causes of action, costs and expenses, including reasonable attorneys’ fees, judgments, penalties of any kind or nature whatsoever arising out of (i) Teodoro Rivera’s production and delivery of the Picture; (ii) any act or omission by Service Company or any person whose services or facilities shall be furnished by Teodoro Rivera in connection with the Picture; and (iii) any breach by Teodoro Rivera of any representation, warranty, or agreement made by Teodoro Rivera hereunder.

**8. Good Faith Assurance:** Neither party has nor will without the other’s prior written consent: (i) enter into any agreement, commitment or other arrangement, grant any rights or do any act or thing which could or might prevent or interfere with the production and completion of the Picture or prevent or impede the performance of all of the respective party’s obligations hereunder; (ii) do or fail to do any act which might or could interfere with or otherwise prevent such party from fully complying with all of the terms hereof; or (iii) engage in any conduct inconsistent with this Agreement or the other party’s rights hereunder. The foregoing shall not be interpreted as impairing or preventing MyMovies.us’s absolute right to abandon production of the Picture at any time and/or to refrain from or cause the termination of the distribution of the Picture, all as provided in greater detail in Paragraph 15 below.

**9. Default:** Teodoro Rivera specifically waives all rights and remedies, if available to Teodoro Rivera, of rescission, injunction, restraint, and specific performance and agrees in this regard that it shall have no right to revoke, terminate, or rescind any rights acquired by MyMovies.us hereunder nor to restrain production, completion or exhibition of the Picture and shall have no right to compel specific performance of any of Financier’s obligations hereunder.

**10. Security Interest:** As security for the delivery of the Picture hereunder, Teodoro Rivera hereby mortgages, sells, assigns, pledges, hypothecates, and sets over to FMyMovies.us as collateral all of Service Company's right, title, and interest, if any, in and to the following:

(a) The Picture, in whatever form it may now exist or hereafter exist, including the negative, sound material, and copyright thereto.

(b) The literary, dramatic, and music material upon which the Picture is based or to be based, including without limitation, the Screenplay.

**11. Takeover Rights:** At any time after the occurrence of any of the events hereinafter set forth, Copyright Owners shall have the right, to be exercised in its sole and exclusive discretion, to either issue directions and instructions regarding production of the Picture, or to take over production of the Picture. The events entitling MyMovies.us to exercise the aforesaid rights shall be the following:

(a) If the projected cost of production in Financier's good faith judgment reasonably appears to exceed the approved budget by 10% (excluding over budget costs that are reimbursed by insurance, or caused by force majeure or a direct consequence of a third party breach of contract that is not induced or encouraged by Service Company);

(b) An event which might permit a takeover by the company issuing the completion bond;

(c) Teodoro Rivera fails to substantially carry out any instructions which MyMovies.us may issue to Teodoro Rivera in keeping herewith; or

(d) Teodoro Rivera breaches any of the material terms and conditions hereof. If MyMovies.us, through a consensus mechanism with purchasers and crew, exercises its right to issue directions and instruction in keeping with the foregoing, Teodoro Rivera shall fully and faithfully abide by and follow all such instructions issued in connection with the production of the Picture and Teodoro Rivera shall have no further creative approval and/or other production rights concerning production, post-production and/or Exhibition of the Picture. If MyMovies.us exercises its takeover rights as aforesaid, Teodoro Rivera shall immediately do all that is necessary to place at MyMovie.us's disposal and under MyMovies.us Consensus Controls, all persons, production funds and other items of and concerning production of the Picture. For such purpose, Teodoro Rivera hereby irrevocably constitutes and appoints MyMovies.us as Teodoro Rivera's attorney-in-fact with full power of substitution and revocation, to act in Teodoro Rivera's name and stead to make withdrawals from any production account or other bank accounts relating to the Picture and to expend funds from such account and to further carry out and fully perform, at MyMovie's discretion, any and all agreements or to modify, amend, compromise, or terminate any such contract and to further engage or discharge personnel and to acquire, release and dispose of any equipment, real or other property relating to the Picture and to endorse, collect, and deposit any checks or other instruments payable to Teodoro Rivera as a result of the Picture and in general to do any and all acts which Teodoro Rivera could have otherwise have done had MyMovies Consensus Mechanism not exercised its takeover rights. Teodoro Rivera specifically acknowledges that if MyMovies.us takes over the Picture in keeping with the foregoing, MyMovies Consensus Mechanism may abandon the current team producing the Picture or complete production as MyMovies Consensus Mechanism may at such time determine. Notwithstanding the foregoing to the contrary, MyMovies.us's rights concerning production of the Picture shall be subject to creative and other approvals and controls that are contained in those agreements between Teodoro Rivera and third parties that were entered with MyMovies.us's knowledge which are not terminated by MyMovies.us.

**12. Force Majeure:** The date for performance of either party's obligations hereunder shall be postponed to the extent any event of force majeure delays the commencement of production or the performance of the obligations of either party hereunder.

**13. Status of Parties:** The parties hereto expressly agree, each for the other, that the relationship between them hereunder is that of two principals dealing with each other as independent contractors for the sole and specific purpose that Teodoro Rivera shall produce and deliver the Picture, subject to the terms and conditions of this Agreement. At no time, past, present, or future, shall the relationship of the parties herein be deemed or intended to constitute a relationship with the characteristics of an agency, partnership, joint venture, or of a collaboration for the purposes of sharing any profits or ownership in common. Neither party shall have the right, power, or authority at any time to act on behalf of, or represent, the other party, but each party hereto shall be separately and entirely liable for its own respective debts in all respects. This Agreement is not for the benefit of any person who is not a party signatory hereto or specifically named as a beneficiary herein. Financier may assign or license its rights hereunder in whole or in part to any person, firm or corporation. Except for assignment to Purchaser's, Crew, and MyMovies.us, Teodoro Rivera may not assign or license any of its rights or obligations hereunder, or under any agreement entered into by Teodoro Rivera with any third party. Subject to the foregoing, the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, administrators, executors, successors and assigns, and any past, present, or future parent, subsidiary, or affiliate company.

**14. Notices:** Any and all notices, communications, and demands required or desired to be given hereunder by either party hereto shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand be served by registered or certified mail in the manner herein provided, service shall be conclusively deemed made two business days after the deposit thereof in the United States mail addressed to the party to whom such notice or demand is to be given as hereinafter set forth:

Purchaser:

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(via Money Button I or Paymail)

Teodoro Rivera, signed Electronically  
26/JUN/19