

CREW AGREEMENT

Joselyn Dai / 'Derealisation'

This Agreement dated 02/02/2024 is between Producer Joselyn Dai of 061, 27 King's Stables Road and Dahlia Hellerstein

PRODUCER wishes to engage the Crew Member to work on the 'Derealisation' production providing the following services:

Boom Operator

1. COMMENCEMENT AND TERM

This Agreement shall commence on 2nd of February and shall continue until completion of the Services, unless terminated earlier in accordance with its terms.

2. INTELLECTUAL PROPERTY RIGHTS

The Crew Member acknowledges that the Producer shall own the copyright and all other rights in the products of photography, filming and recording under in the Production and any materials provided to the Crew Member in respect of the Production (the "**Producer Materials**"). The Producer grants the Crew Member, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Producer Materials for the purpose providing the Services during the term of this Agreement and for the duration of any exit assistance services provided under clause 4.3.

3. PRODUCTION, DELIVERY, PAYMENT & CREDIT

3.1 The Crew Member agrees to provide the Services in accordance with the terms of this Agreement.

3.2 The Crew Member shall not, without the prior written agreement of the Producer, order goods nor incur any liability nor enter into any commitment, contact or arrangement on the Producer's behalf nor pledge the credit of the Producer nor hold him/herself out as being entitled to do so

3.3 In providing the Services, the Crew Member shall:

3.3.1 perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Crew Member's industry, profession or trade;

3.3.2 co-operate with the Producer in all matters relating to the Services, and comply with all instructions of the Producer;

3.3.3 obtain knowledge of and comply with all rules and regulations for the time being in force at such places as the Production is shot, recorded or edited; and

3.3.4 not do or omit to do anything which may cause the Producer to lose any licence, authority, consent or permission on which it relies for the purposes of undertaking the Production.

3.4 Final decision on the form of the credit (if any) of the Crew Member placed in the Production will be at the sole discretion of the Producer.

3.5 The Crew Member agrees that they shall receive no financial remuneration for the provision of the Services.

4. TERMINATION

4.1 Without affecting any other right or remedy available to it, either party may terminate this Agreement

4.1.1. with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so; or

4.1.2. on not less than 2 weeks written notice to the other party.

4.2 Termination or expiry of this Agreement shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Agreement which existed at or before the date of termination or expiry.

4.3 On expiry or termination of this Agreement for whatever reason:

4.3.1. the Crew Member shall immediately deliver to the Producer all Producer Materials in its possession or control. Until they have been delivered or returned, the Crew Member shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Agreement;

4.3.2. the Producer shall pay any Fees remaining unpaid for Services provided in accordance with this Agreement up to the date of expiry or termination and, where the Producer has paid the Crew Member any Fees for Services that have not been performed at the date of expiry or termination, the Crew Member shall repay such Fees to the Producer within thirty (30) days of the date of expiry or termination; and

4.3.3. the Crew Member shall, if so requested by the Producer, provide all assistance reasonably required by the Producer to facilitate the smooth transition of the Services to the Producer or any replacement supplier appointed by them.

5 CONFIDENTIALITY

5.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party.

5.2 Each party may disclose the other party's confidential information:

5.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or

advisers to whom it discloses the other party's confidential information comply with this clause 5; and

5.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

5.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

6 GENERAL

6.1 This 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.

6.2 This agreement does not give rise to any rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this Agreement.

6.3 Nothing in this Agreement limits any liability which cannot legally be limited, including liability for:

6.3.1 death or personal injury caused by negligence; or

6.3.2 fraud or fraudulent misrepresentation.

6.4 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

6.5 The Crew Member may not assign nor deal in any other manner with any of its rights or obligations under this Agreement. The Producer may at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement without prejudice to the Crew Member's obligations under this Agreement.

6.6 No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

6.7 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.


6.8 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of Scotland. Each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

6.9 This Agreement constitutes the entire agreement between the parties and

supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

IN WITNESS WHEREOF

This Agreement has been executed on the date 2/2/2024

SIGNED:  
Crew member

PRODUCER

SIGNED: 