

## CINEXPOSÉ FILM FESTIVAL FINDERS AGREEMENT

This CINEXPOSÉ FILM FESTIVAL FINDERS AGREEMENT\_("Agreement") is made the 10 / 31 / 2021 ("Effective Date") by and between First Name Last Name located at Your Address City, State, Zip Code (hereinafter "Producer") and **DEAD TALK MEDIA, LLC**, a Virginia limited liability company located at 10112 Brandon Way, Manassas, Virginia 20109 ("DTM") DTM and provides as follows:

### RECITALS

DTM is the owner and producer of the CineXposé Virtual Horror Film Festival (hereinafter the "Festival") for the purposes of exhibiting certain accepted films to promote such films and to bring a wider audience and further distribution of such films. Producer is the producer of the media project tentatively entitled which is owned by the Producer (hereinafter the Picture"). Movie Title

DTM is willing to accept the Picture to be exhibited in the Festival and as a result to give the Producer use of the Festival platform in order for the Producer to find and for DTM to introduce and make available to Producer the Festival platform in order for Producer may engage for the Picture possible suitable distributors, exhibitors, investors, investment arrangers, lenders, and/or all other businesses and persons associated with the film/television entertainment business (collectively all of such are hereinafter referred to as the "Contacts") who may be interested in distributing, assisting, participating, financing, producing, doing business of any kind in and/or investing in or arranging for others to do such activities and the monetary value of any and all such activities connected thereto (collectively hereinafter referred to as "Investments"), in consideration of the payment to DTM by Producer of a finder's fee as specified in this Agreement. YouTube, Twitter, LinkedIn, Podcast, Discord, and Vimeo) for film voting, promotional, and other such purposes.

NOW, THEREFORE, the parties agree as follows:

1. TERMS. DTM agrees to accept the Picture for exhibition in the Festival in accordance with Festival rules and conditions (and Producer agrees to abide thereby) on a non-exclusive basis in order for Producer to, not only to exhibit the Picture) but for Producer to have access to any and all Contacts who learn about the Producer and/or the Picture as a result of the Festival and who may be interested in any activities described above including, but not limited to, distribution, financing, optioning scripts, or arranging for others in invest in Producer's venture and/or the lending of monies to Producer and/or the arranging for others to do business with Producer. Producer acknowledges that the Festival (operated by DTM) is a vehicle and platform for all such opportunities described in this Agreement and as such, the Producer's access to the Festival and the ability to exhibit the Picture in Festival is an important business opportunity of significant value for Producer. Producer further acknowledges that Producer is the sole responsibility of Producer to perform necessary due diligence in regard to prospective Contacts in order to close/complete any transaction between Producer and any Contacts. DTM makes NO GUARANTEES, implied or otherwise of any successful transaction for any project between Producer and any Contacts.

## 2. FEE ARRANGEMENT.

(a) For good and valuable consideration of the DTM introducing Producer to the Contacts as a result of permitting the Picture to be exhibited in the Festival, Producer agrees to pay to DTM the sum of five percent (5%) of all Investments (e.g. the value thereof regardless of the type of transaction or business activity) regardless of the time period, the frequency, and the form of the Investments, actually received by Producer from any Contact introduced by the DTM to Producer as a result of or in any way connected with the Festival, including, but not limited to, as a result of any Contacts becoming aware of the Producer and/or the Picture as a result of the Festival. Producer's obligation to compensate the DTM under this Agreements shall include all subsequent Investments made by any Contacts introduced by the DTM and shall apply to any entitles where Contacts are parties thereof (regardless of their interest, ownership, and role in such entities).

(b) The compensation to the DTM is contingent on and payable upon the closing of any Investments by Producer and on delivery of the Investments to Producer, subject to Producer's acceptance of any Investments on terms agreeable to Producer. Upon any duly executed agreements for any Investments between any Contact and Producer, Producer shall immediately notify the DTM, in writing, the total sum of such Investment and the calculation of the compensation due to the DTM, the scheduled closing date of any such Investment, and a request for instructions from the DTM as to payment and delivery instructions for compensation to occur upon closing of the Investment based on an issued invoice by DTM to Producer. Producer agrees to comply with such instructions from DTM and such compensation shall be due no later than seven (7) days to DTM upon any such delivery of Investments. The preceding two sentences are material terms of this Agreement and time is of the essence with respect to such duties by Producer.

(c) Producer shall use Producer's best efforts to keep DTM materially and accurately informed of any updates, progress, changes or modifications of such matters, issues and items listed in this Section 2 herein and shall promptly respond in writing to any requests for such information from DTM, time being of the essence. The preceding sentence is a material term of this agreement.

3. CONTACTS. DTM shall notify Producer, in writing, at any time this Agreement is in effect, the name of any Contact that DTM identifies, in good faith, is connected to the Festival or otherwise will be made aware of the Producer and/or the Picture for purposes of this Agreement. Upon receipt of such notice(s), Producer agrees to promptly respond to DTM in acknowledgement of such notice(s).

4. SUBSEQUENT AGREEMENTS. Any subsequent agreement between Producer and a Contact introduced by DTM under this Agreement shall include a Fee Arrangement similar to Section 2 herein, in which Producer agrees to pay to DTM the sum of five percent (5%) of all Investments pertaining to such subsequent agreement.

5. REPRESENTATIONS AND WARRANTIES. Producer represents and warrants to DTM that Producer is engaged in the business of writing, creating, development, producing, and directing television, audio-visual, and/or motion pictures, and Producer will conduct its activities in connection with its obligations herein in compliance with all applicable securities and other laws, rules, and regulations. Producer further warrants that Producer will comply with all applicable laws related to any investments made as a result of this Agreement.

6. INDEMNIFICATION. Producer, on behalf of Producer and Producer's successors and assigns, agrees to indemnify DTM (and its officers, managers, and members) and hold them harmless against any and all claims, actions, causes of action, suits at law or in equity, and proceedings, whether civil or criminal (including, but not limited to, government agency proceedings), debts, judgments, demands, controversies, losses, injuries damages and expenses (including without limitation reasonable attorneys' fees and any costs of investigating, prosecuting, or defending any litigation claim), and liability of every kind and nature whatsoever, to the extent they arise out of (i) negligence, fraud, willful misconduct, or act or omission in violation of any applicable law or regulation, of Producer in the performance of its obligations under this Agreement or otherwise in connection with any Investment transaction between Producer and any Contact contemplated by this Agreement; (ii) any breach or breaches by Producer of any representation, warranty, or agreement made by Producer under this agreement; or (iii) any violation by Producer of any applicable U.S. federal, U.S. state, or foreign securities law or regulation in the performance of its obligations under this Agreement or otherwise in connection with any Investment transactions between Producer and any Contact contemplated by this Agreement.

7. TERM/TERMINATION. This Agreement may be terminated only with the express written consent of both parties hereto. Upon this Agreement's termination, all compensation arising under this Agreement payable from Producer to DTM shall become immediately due.

8. NOTICES. Any notice pursuant to this Agreement shall be in writing and delivered either by registered or certified mail or special courier at the respective addresses of the parties as set forth above, or at any other such addresses as may be designated in writing by either party.

9. CREDIT/SET-VISITS. Producer agrees that DTM will receive an on-screen credit in all versions of the Picture as an Executive Producer using the name "John Vizaniaris". Such credit shall be in the opening and closing credits of the Picture and shall be no less favorable in size, placement and use than any other credits afforded to other Executive Producers in the Picture. The preceding sentence is a material term of this Agreement.

10. MISCELLANEOUS. Nothing contained herein shall constitute this Agreement to be employment, a joint venture, a partnership, or an agency relationship between the two parties. Each paragraph of this Agreement will be considered as separate and divisible, and in the event any paragraph or provision of this Agreement is held to be invalid, void, or unenforceable by a governing court of law, the remaining paragraphs will continue to be given full effect without being impaired or invalidated in any way. This Agreement represents the sole and entire Agreement between the two parties hereto and supersedes all prior representations, negotiations, promises, understandings, or agreements, whether oral or written, between the parties with respect to the subject matter hereof and cannot be amended or modified except as allowed by this Agreement. No provision of this Agreement may be amended or altered without the express written consent of both parties hereto. This Agreement will be binding on the parties hereto, and their heirs, administrators, successors, and assigns. The terms agreed to herein are shall not be assigned by either party to any third party unless such assignment is made in connection with a transfer of substantially all of the assets of either party or with the express written consent of either party.

11. APPLICABLE LAW. This Agreement shall be construed in accordance with and governed by the laws of the Commonwealth of Virginia without reference to the choice of law principles of any jurisdiction. Producer hereby waives any plea or claim of lack of personal jurisdiction or improper venue in any action, suit, or proceeding brought to enforce this Agreement. The parties hereby agree that any action or claim related to this Agreement must be instituted and prosecuted solely in any Circuit Court or United States District Court located in Virginia.

**IN WITNESS WHEREOF**, this Agreement has been duly executed by the undersigned Producer (or duly authorized officer of Producer) and the undersigned DTM (or duly authorized officer of DTM), as the case may be, as of the Effective Date first written above.

**DEAD TALK MEDIA LLC**

**PRODUCER**

BY:

BY:

John Vizaniaris, President

First Name Last Name

Producer / Director