

SHOPPING AGREEMENT

Dated as of July 17, 2025

This shall confirm the terms and conditions of the agreement ("Agreement") between Turbulent Films ("Producer"), an LLC with offices at 3616 Barham Blvd #X211, Los Angeles, CA. 90068 and Raymond Pairan ("Owner"), in connection with the manuscript entitled ZALON KINGDOM: THE INVADERS ARRIVE ("the Property"), written, by Raymond Pairan and controlled by the Owner.

1. **Consideration/Exclusivity/Term:**

- a) In consideration for Producer's continuing efforts to secure financing and/or set up the Property for development and/or production as a feature film (the Project") with a third party financier or distributor (each a "Third Party" and collectively, "Third Parties"), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner hereby grants to Producer the sole, exclusive and irrevocable right, commencing upon the date hereof and continuing through and including the date which is six (6) months from Owner's execution and delivery hereof ("Initial Term"), to exclusively pitch and submit the Property to potential Third Parties for development, financing and/or production of the Project and Producer shall be attached as the producer of the Project.
- b) Producer shall keep Owner fully informed regarding any third party whom Producer contacts regarding the Property and at Owner's request, shall provide Owner with a written list from time to time, of all such third parties and copies of all correspondence with such parties relating to the Property.
- c) In the event the parties are actively involved in good faith negotiations with a Third Party at the end of the Term, the Term shall automatically be extended through the conclusion of such negotiations, not to exceed sixty (60) days. The Term shall be automatically suspended and extended by the duration of any entertainment industry guild or union strike or other force majeure event. Owner shall during the Term refrain from engaging in discussions with Third Parties regarding the development, production and/or financing of the Project and shall consult promptly with Producer in connection with any such discussions that may take place at the instigation of a Third Party, it being understood that Owner shall refer such Third Party to Producer in connection with any such discussion and/or expression of interest.
- d) Upon expiration of the Term (as the same may be extended), if the parties have not entered into a firm and binding agreement with a Third Party for each party's respective rights and /or services, neither party shall have any further obligation to the other in connection with the Project, and Owner may proceed without Producer (subject to Paragraph 2 below), it being agreed that: (i) Owner

shall be deemed the sole owner of the Property and Producer shall not have any right or interest in the Property; and (ii) Producer shall be deemed the sole owner of all development materials in connection with the Project created by or on behalf of Producer during the Term and before the Term, and Owner shall not have any right or interest in or to such development materials. The foregoing notwithstanding, Producer may not exploit any commercial rights in or to such development materials.

2. **Post Term:** If during the period of six (6) months following expiration of the Term, Owner proceeds with the development, financing and /or production of the Property with a Third Party to whom Producer originally submitted the Property in writing during the Term, then Producer shall remain attached to the Project to render all services provided herein on terms to be negotiated in good faith.

3. **Compensation:** If Property is set up by Producer with at Third Party during the Term:

- a) Producer shall negotiate Producer's own deal for producing and at Producer's sole election, any other services of Producer in connection with the Project; and
- b) Owner shall negotiate Owner's own deal for the disposition of rights in and to the Property.

No party will have the right to enter into an agreement with a Third Party regarding the Property or the Project during the Term unless the other party also enters into an agreement with such Third Party. Each party must act in good faith in connection with such negotiations, taking into account entertainment industry custom and practice; provided, however, that nothing herein shall be construed as obligating any party to actually enter into an agreement with a Third Party. Producer and Owner agree that each shall exercise their independent right of negotiation in a manner so as not to frustrate the conclusion of either such agreements.

4. **Representations and Warranties:**

- a) Owner represents and warrants that: (i) Owner is the sole owner of all motions picture, television, home entertainment, allied, ancillary and subsidiary rights in and to the Property and Owner has the exclusive right to enter into agreements to dispose of all right in and to the Property; (ii) Owner has not done and will not do any act which is in conflict with this Agreement or any of the rights to be granted hereunder; (iii) no theatrical or television motion picture or other production based in whole or in part upon the Property has been produced; (iv) there is no litigation pending or threatened and there are no claims pending or threatened in connection with the Property; and (v) Owner has the full right, power and authority to enter into this Agreement and grant the rights herein provided to Producer.

b) Producer represents and warrants that Producer has the full right, power and authority to enter into this Agreement and the transactions contemplated hereby.

5. **Indemnities:** In the event of a breach of this Agreement, the parties agree that the breaching party shall indemnify and hold the non-breaching party and their licensees, successors and assigns, harmless from and against any and all claims, demands, suits, losses, damages, costs and expenses (including reasonable outside attorney's fees and disbursements) arising out of a breach by the breaching party of any of the representations, warranties and agreements contained in this Agreement.

6. **Fees and Expenses:** Owner shall not have any responsibility or liability for any expenses, including but not limited to legal fees, incurred by Producer in connection with this Agreement.

7. **Further Documents:** Upon request, each party will execute, acknowledge and deliver to the other such additional documents consistent herewith as may be necessary to evidence and effectuate the purposes of this Agreement.

8. **Independent Contractors:** It is not the intent of the parties, nor shall this Agreement be construed to have created a partnership, joint venture or fiduciary relationship between the parties or constitute either party the agent of the other, and each party waives any right to make any claim to the contrary. Other than as expressly set forth herein, neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing set forth herein shall give, or is intended to give, any rights of any kind to any third persons. Nothing in this Agreement shall prevent either party from engaging in any other business or occupation as such party may elect for such party's own benefit without obligation to the other party with respect thereto.

9. **Remedies:** No breach or alleged breach by Producer of this Agreement shall entitle Owner to equitable relief, whether injunctive or otherwise, against or with respect to any works produced pursuant to the rights granted hereunder or their exploitation, it being acknowledged and agreed the Owner's remedy (if any) of money damages at law is adequate.

10. **Miscellaneous:** This Agreement constitutes the entire understanding between the parties and replaces all prior understandings and agreements between the parties in connection with the Property and the Project. This Agreement may not be modified orally. This Agreement is made in the state of California and shall be construed as made and wholly to be performed therein. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and legal representatives. This Agreement may be executed by original or facsimile signatures and in counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument.

ACCEPTED AND AGREED TO:



Raymond Pairan



Turbulent Films, LLC

July 17, 2025

Date of Execution:

July 17, 2025

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