

a

# PhotoDiversity Films™ Anime - Docudrama:

TM

## *THE AFTERLIFE OF WHALES*



---

An anime series to Benefit the sciences of light and life through the arts for the purposes of animal welfare and conservation through The Zoological Lighting Institute, a 501 c(3) and NGO.

---

## SPONSOR AGREEMENT

### Table of Contents

Terms and Conditions	3
Signature Page	7
Addendum "A" (Schedule)	8

## AGREEMENT

Date \_\_\_\_\_ Job # PhDF IN01AoW

This AGREEMENT is made as of this date, , between Sponsoring Client ("SPONSOR"), and filmmaker ("PRODUCER").

PRODUCER hereby agrees to produce the production of the below referenced media(s) ("*The Afterlife of Whales*") (hereafter known as the 'PROJECT'), subject to and in accordance with all terms, conditions, and schedule set forth herein. Filmmaker and Sponsor agree to the below project, product placement and project sponsor price.

## PROJECT

Project Description:

*The Afterlife of Whales begins as a three season animated series consisting of eleven episodes each. Featuring advanced cetacean science in such a way as to combat anti-Asian hate, this highly emotional and character driven real world odyssey establishes an engaging international brand for present and future consumption.*

Product Placement | Logo Placement | Credit Requirement:

Level	Available	Product Placement	Logo Placement	Product Licensing	Price
<b>Series</b>	1	Opening Sequence	Opening, Sponsor Page	Yes	US \$12 Million
<b>Season</b>	3	After Credits	Closing, Sponsor Page	Yes	US \$4 Million
<b>Episode</b>	33	Title Inset	Inset Cards, Sponsor Page	Yes	US \$750,000
<b>Partner</b>	Unlimited	In-show Product Usage	Sponsor Page	Yes	1-5% Product Line Revenue

Total Project Sponsor Goal: \$49.5 Million + 1-5% related partner revenue entire \$49.5 Million Project Budget).

SPONSOR understands payment is due upon signing.

## QUALITY

It is the essence of this Agreement that all completed media and services produced by PRODUCER shall be of applicable production standards. PRODUCER agrees that the media shall be of quality, artistically produced with direction, photography, sound, art, animation, synchronization and other physical and aesthetic content as agreed upon in this Agreement.

## **TERMS and CONDITIONS**

### **1. FURNISHING MATERIALS, SERVICES, & RELEASES**

- A. SPONSOR: SPONSOR shall supply the agreed to SPONSOR project cost.
- B. PRODUCER: PRODUCER shall deliver the completed project media(s) pursuant to this Agreement and the credit requirements of Addendum A

### **2. OWNERSHIP**

Except as otherwise provided herein, OWNER owns all rights, including creative direction, title and interest in and to the media(s) which are the subject of this Agreement, including all copyrights therein as well as in and to all the exposed negatives, positives, out-takes and clips.

### **3. INDEPENDENT CONTRACTOR**

It is understood that PRODUCER's status under this Agreement is that of an independent contractor and that all persons engaged by PRODUCER in performing its obligations shall not be deemed employees of SPONSOR.

### **4. PRODUCER WARRANTIES**

PRODUCER represents and warrants:

- A. That PRODUCER has full right to enter into this Agreement and to perform its obligations hereunder and will comply with all applicable Federal, State and Local Laws, ordinances and regulations and with all applicable union agreements to which PRODUCER is a signatory.
- B. That PRODUCER will use reasonable efforts to obtain all licenses, consents and rights necessary and incident to the performance, reproduction and exhibition of the Specified Media(s) with respect to materials, elements and services provided by Filmmaker.

### **5. SPONSOR WARRANTIES**

Contracting SPONSOR represents and warrants:

- A. SPONSOR shall pay PRODUCER within 30 days signing this Agreement.

### **6. PAYMENT**

SPONSOR understands that the specified terms of payment under this Agreement are based upon timely cash payment within 30 days.

## **TERMS and CONDITIONS (Continued)**

### **7. INDEMNIFICATION**

SPONSOR agrees to indemnify, defend, and hold harmless PRODUCER and its officers, employees, agents and licensees from and against any and all claims, actions, damages, liabilities and expenses, arising out of the breach of any obligation, warranty or representation in this Agreement. SPONSOR shall indemnify PRODUCER against all claims and expenses arising from uses for which the Sponsor does not have rights to or authority to use.

### **8. ALTERATIONS**

Any alterations of original art (color shift, mirroring, flopping and paste) creating additional art is prohibited without the express permission of PRODUCER. PRODUCER will be given first opportunity to make any alterations required. Unauthorized alterations is not permitted.

### **9. CONTINGENCY AND WEATHER DAYS**

A. A contingency day is any day where a scheduled media/film creation has been prevented from occurring due to circumstances beyond the control of the PRODUCER.

B. These circumstances may include but should not be limited to:

- (1) Weather conditions (rain, fog, sleet, hail, or any adverse condition that is not consistent with the prescribed shooting conditions desired by the SPONSOR).
- (2) Injury, illness, or absence of SPONSOR-supplied elements (e.g. key talent, color correct products).
- (3) "Force majeure" (meaning but not limited to earthquake, riot, fire, flood, volcanic eruption, acts of war, strikes, labor unrests, civil authority, terrorism, and acts of God).
- (4) "Sponsor Insured Re-Shoots" (any additional days for a job insured by the SPONSOR, who is therefore authorizing the expenditure). The SPONSOR should be provided with a contingency day cost which should be approved prior to proceeding with that shoot day.

C. The PRODUCER recognizes its obligation to minimize contingency day liabilities.

D. SPONSOR understands that Contingency Days may cause the project not to be completed.

### **10. DISPUTE RESOLUTION**

Any and all disputes arising out of, under or in connection with this Agreement, including without limitation, its validity, interpretation, performance and breach, shall be submitted to arbitration where the PRODUCER office authorizing this Agreement is located. The prevailing party in any legal action shall be entitled to attorney's fees and costs in connection with the legal proceedings.

## TERMS and CONDITIONS (Continued)

### 11. ENTIRE AGREEMENT AND MODIFICATION

This Agreement and any Addenda attached hereto shall constitute the entire agreement between Filmmaker and Sponsor. Any amendment hereto must be in writing and signed by each party.

### 12. NO WAIVER

Failure of any party to this Agreement to exercise any rights shall not constitute a waiver of those rights.

### 13. ENFORCEABILITY

If one or more of the provisions of this Agreement shall be held unenforceable, it shall not affect the enforceability of the other provisions.

### 14. APPLICABLE LAW

This Agreement shall be interpreted and governed by the local laws of the jurisdiction where the Production Company office authorizing this Agreement is located.

## Agreed and signed:

### SPONSOR LEVEL (Series/Season/Episode/Partner):

SPONSOR:

PRODUCER:

Name/Title:

Name/Title:

Signature:

Date:

Signature:

Date:

Sponsor Address:

City/State/Zip:

Producer Address:

City/State/Zip:

## Addendum A: Anticipated Project Schedule

PRODUCER will set calendar dates upon AGREEMENT for the following workflow and production process.

### Development:

During the Development of the PROJECT *The Afterlife of Whales*, the team is assembled, the vision engaged, and risks that might hinder the distribution, profitability, and mission fidelity of the project are identified and addressed at the core. Animation development includes overall business planning in addition to concept development, situating the project for great success.

### Pre-Production:

During Pre-production, the initial treatment is transformed into a production script, the budget refined, the schedule fixed, crew and staff hired, and meticulous planning of production gets underway. In animation, pre-production consists of five steps: story refinement, storyboarding, editorial review, look development, and pre-visualization. Once the casting director auditions / hires talent, they are put right to work at public appearances to promote the product at charitable and professional events.

### Production:

Production for the PROJECT *The Afterlife of Whales* entails a variety of separate studio activities, as well as site visits that will prepare audiences to help promote the series. Studio production phases include modeling, surfacing, rigging, character/crowd animation and effects, matte painting, lighting, and special effects. Simultaneous documentation of production is also vital, to build fanatic viewership. the PROJECT *The Afterlife of Whales* includes a 'behind the scenes complement' that anime audiences crave, to help market the series.

### Post-Production:

Post-production takes all of the creative work undertaken previously, and pulls it together into the series's final form. It includes sound and audio design, compositing, final editing, and color grading. It is important that merchandising and advertising are also brought to market during post-production, to aid in building anticipation for the episode releases and to generate buzz at festivals and live screenings.

### Perpetuity:

The afterlife of production is as important as the time spent making the series. The PROJECT *The Afterlife of Whales* is intended as a lasting franchise, based on anticipated artistic quality and content. To ensure that the series generates marketing value, serving *ZLI's Adaptation Campaign* as a brand serving merchandising, events, scholarships & scientific publishing.