



FINANCIAL CONTRIBUTION AGREEMENT

Between

The company OCEAN INVISIBLE PRODUCTIONS – a French limited liability company (SARL) with a capital of 7,500 euros, registered in the Lille trade and companies register under number 525 396 420, APE Code 5911A It's headquarters are 2 place aux Bleuets, 59000 Lille, FRANCE. It is represented by Mrs. Pignard Magali, manager,

hereafter "the Producer "

and

Last name:
First name:
Date and place of birth:
Address:
Phone number:
E-mail:

Or

Corporate name:
Legal status, prefecture and/or SIREN identification number:
Name of legal representative:
Address:
Phone number:
E-mail:

Hereafter « the Contributor »

Preliminary statement

The producer has undertaken to produce a 90-minute feature documentary exposing psychoanalysis to the general public. The new film follows a 52-minute film entitled *THE WALL*, in which psychoanalysis is shown attempting to explain and to treat autism. Sophie Rober's new documentary is: *THE THEORY OF SEXUALITY*. This film is intended for release in film theatres.

This new documentary is part of a trilogy entitled *La psychanalyse dévoilée. Psychoanalysis Exposed*.

This trilogy will complete the work begun with *THE WALL*. It will also use previously shot images. It will help the public to see the truth about psychoanalysis, as described by psychoanalysts themselves. Its goal is to provoke a public debate on these questions.

1st part (provisional title): *The theory of sexuality*

2nd part (provisional title): *Dans l'antre de la mère crocodile, psychose et sexuation*

3rd part (provisional title): *Une secte qui a réussi*

The estimated budget for each part of the trilogy is € 250,000 before tax.

The main part of the budget (up to 80%) shall be invested by the SARL Océan Invisible Productions exclusively, or in partnership with other producers, film production companies, audiovisual public funding schemes (CNC, PICTANOVO), regional funding, input from French and foreign TV channels, in pre-purchase and co-production, DVD pre-sale and minimum interests of film distributors, etc.

The subscription aims at covering 20% of the budget dedicated to the first part of the trilogy and, if possible, the three films.

By default, the contributor is deemed to subscribe to the first feature film entitled *The theory of sexuality*.

This subscription aims at enabling the company Océan Invisible Productions to finalize the production of the film *The theory of sexuality* (in particular: shooting video inserts, research, use of archived photos and videos, special effects and post-production: sound and picture editing, music, mixing, calibration, credits, encoding and release) and release it in theatres as soon as possible.

It is agreed as follows:

1. OBJECT	4
1.1- CONTRIBUTION TO FINALISE FILM PRODUCTION	4
1.2- CHARACTERISTICS OF THE WORK.	4
2. RESPONSIBILITY OF CONTRIBUTION.	4
2.1-NATURE OF THE CONTRIBUTION.....	4
2.2-LIABILITY OF THE PARTIES.	5
2.2.1-Variations in production.....	5
2.2.2-Producers' exclusive rights on the work.....	5
2.2.3-Exclusive rights of production line.....	5
2.2.4-Co-producers.....	5
3. BUDGET	5
4. FINANCING	5
4.1-CONTRIBUTION.	5
4.2-PRODUCER'S INPUT.....	6
5. OWNERSHIP	6
6. DURATION	6
7. COMMERCIALISATION AND REVENUES.	6
7.1-COMMERCIALISATION.....	6
7.2-DISTRIBUTION OF REVENUES	6
7.2.1-Definition of net operating revenue.....	6
7.2.2-Priority amortisation of producer's input.....	7
7.2.3-Distribution of net revenues after amortisation of producer's contribution.....	7
7.2.4-Annual accountability report.....	7
8. EQUIPMENT	7
9. GENERAL TERMS OF THE PRODUCTION.	7
9.1-OBLIGATION OF MEANS	7
9.2-COST OVERRUN	8
10. CREDITS	8
11. TRANSFER OF RIGHTS	8
11.1-NATURE OF THE CONTRIBUTION.....	8
11.2-RIGHT OF THE PRODUCER	8
12. APPLICABLE LAW AND COMPETENT JURISDICTION	9

1. Object

1.1-Contribution to film production

The contributor has offered to contribute to the production with the payment of a specific sum, equal to or higher than 250 euros.

The subscriber consents to this contribution, on the basis of his/her belief in the best interest of the work, and will not possess any moral right to this work.

It is specified that the subscriber is not a producer, as defined in articles L. 213-1, L. 215-1 and L.132-23 of the French Intellectual Property Code, nor a publisher as defined in article L. 132-1 of the same code.

Consequently, the producer shall remain the only producer and rightful owner.

The contributor is neither a producer, nor an author, nor a distributor. He is not responsible for any part of the content of the work, and shall not be liable for its content.

1.2-Characteristics of the work.

The work is a feature documentary temporarily divided into three parts of about 90 minutes about psychoanalysis exposed to the public, in line with the film entitled *THE WALL*.

The provisional or definitive title of this trilogy made by Sophie Robert is: *LA PSYCHANALYSE DEVOILEE*.

This trilogy aims at concluding the work initiated with *THE WALL* by using unreleased images previously shot and other images. It aims to inform the public about the real message of psychoanalysis as described by psychoanalysts themselves, to provoke a public debate.

1st part: *The sexual theory*

2nd part: *Dans l'ancre de la mère crocodile, psychose et sexuation*

3rd part: *Une secte qui a réussi*

The three films are made by Mrs. Sophie Robert, who is also co-producer of the trilogy within the company Océan Invisible Productions.

2. Responsibility of contribution.

2.1-Nature of the contribution.

The parties agree that the contributor's input is in no way a form of co-production, nor a fortiori a corporation, and that it constitutes the unique collaboration between the parties.

Particularly, moral rights shall not be assigned via the contribution, as the author and the producer remain the exclusive owners of the Work.

The contributor intends first to facilitate the production of the Work, which he/she considers to be of public interest.

While the exploitation of this work may generate profits, the contributor will receive a compensation amounting up to his/her input, in the conditions defined in article 7.

2.2-Liability of the parties.

2.2.1-Variations in production

The contributor is advised and should understand that the production of the film is long and unpredictable, and that the results of its public presentation depend on the media and the public.

2.2.2-Exclusive rights of the producer on the work

The producer is the single owner of the original audiovisual project and is the holder of the copyright related to the production and use of the Work subject to this agreement, for the duration of the literary and artistic property.

2.2.3-Exclusive rights of the line production

The producer becomes the line producer and executive producer of the Work.

The producer shall be held liable for production management. However, he may decide alone or mandate a third party of his/her choice with a separate contract to engage the executive production phase.

Thus, under this agreement, the contributor will not be liable for the production of the Work, nor its conclusion, a fortiori its content.

The producer shall conclude all the contracts needed to create the documentary.

2.2.4-Co-producers

The producer may join with any co-producer of his/her choice.

3. Budget

The estimated cost of the Work as described in article 1 (for a 90-minute film) amounts to € 250,000 before tax.

4. Financing

4.1-Contribution.

The contributor consents to pay the producer the sum of euros allocated for the contribution of the budget, a total of € 50,000 before tax for a 90-minute film.

By default, unless otherwise specified, it is suggested that the contributor brings an input to the first part of the trilogy, provisionally or definitely entitled *The theory of sexuality*.

4.2-Producer's input

The Producer's and/or any other co-producer's input shall amount to € 200,000 before tax.

The producer is free to have all or part of this input funded, notably by any French and/or foreign co-producer, distributor or financial partner of its choice. This third party's financing of the Work is governed by an agreement signed with the Line Producer, provided that the Co-producer has a protection through the provisions of this agreement.

5. Ownership.

The producer is the sole owner of the intellectual property rights on the Work and its unedited parts (notably rushes).

6. Duration

This contract shall come into force from the time it is signed for 5 years after the screening date or initial commercialisation, to which the contributor has given an input, provided that all copyrights and neighbouring rights related to its use have been and remain acquired.

7. Commercialisation and revenues.

7.1-Commercialisation

The producer, or any third party of its choice, is mandated to commercialize the Work for the purpose of its television broadcastings and/or cinema showings and in all other modes and materials current and/or future, in France and abroad, on a purely exclusive basis.

As part of the film distribution phase, the producer or the mandated third party shall receive a fee amounting up to 35% of gross revenues.

7.2-Distribution of revenues

7.2.1-Definition of net operating revenue

The net operating revenues are the receipts after deducting the following operating expenses from gross receipts:

- fee capped at 35% of gross receipts;
- deductible expenses;
- copyrights.

Deductible costs shall mean costs relating to the establishment, execution or payment of the equipment, work and charges listed below, needed for the distribution of the film, provided that they can be justified and that it shall not be assumed by the assignee of broadcasting rights. The following costs are considered:

- copying costs;
- dubbing and subtitling costs;
- initiation fees and delivery charges;
- advertising equipment;

- transportation and insurance costs;
- customs, censorship, taxes and other costs, provided both parties agree;
- possible compensation supplements owed to the CNC and every beneficiary, along with the related expenditures.

7.2.2-Priority amortisation of the producer's input.

The contributor shall recognize that the producer has assumed all the risks inherent in the production of the Work.

The parties shall recognize that the net operating revenues are shared only after the priority amortisation of the producer's input.

Consequently, the first revenue shall be entirely allocated to the producer in the amount of the amortisation of its input.

The contributor formally agrees that his/her input will be amortized only as part of the distribution described below, effective at amortisation of the producer's input.

7.2.3-Distribution of net revenues after amortisation of the producer's contribution.

After amortisation of the producer's input, the net operating revenues of the Work will be allocated between the production and the contribution in proportion to their distribution in the definitive budget.

Within the contribution heading, the revenues will be allocated in proportion to every individual input.

7.2.4-Annual accountability report.

From the distribution of the first part of the trilogy, or the starting date of its commercial use, the producer shall put online, in a private space accessible to every contributor, a statement of the transactions made by him/her or his/her trustee during the previous legal year with the gross revenues, expenses deductible from the fee, copyrights and beneficiaries' royalties for every operation made.

The parties agree to formally exclude from operating gross revenues all the inputs intended to finance the Work, notably every acquisition of broadcasting rights, coproducers' inputs, pre-purchases, grants, etc., having contributed to the financing of the Work.

8. Equipment

The producer shall commit to give the contributor a DVD of the part related to his/her contribution.

9. General terms of the production.

9.1-Obligation of means

The contributor admits that the production of the work is subject to variations beyond the parties' control.

The contributor is particularly aware of the inherently controversial content of the feature film.

As such, the contributor is reminded that he/she is neither a producer, nor an author, nor a distributor, nor responsible for any part of the content of the work, and will not be liable for its content.

Notwithstanding this, the contributor also fully accepts the uncertainties inherent to the commercialisation of a work, mainly in relation to the welcome offered by the media and the public.

Concerning this welcome, the producer and the author shall only have obligations of means.

9.2-Cost overrun

The contributor's liability is strictly limited to his/her contribution.

The producer is only liable for the possible cost overrun, so that the contributor can in no way be subject to a recourse from a third party on the basis of such an overrun.

The contributor can in no way be held responsible for commitments made towards third parties, even if such commitments would refer to this agreement, as his/her responsibility is strictly limited to the amount of his/her financial contribution.

10. Staff credits

If the contributor wishes it, the staff credits of the Work shall include his/her name:

Special thanks to

Jointly with the other contributors of the trilogy in an identical style and size as those reserved to the other film contributors.

The producer is the exclusive owner of copyright to the work.

11. Transfer of rights

11.1-Nature of the contribution

The contribution shall not confer any right other than described above.

The contribution shall not particularly constitute a negotiable instrument and remain then non-transferable.

The contributor may simply waive, as it sees fit, all the rights stemming from this agreement, as its share remains available to the producer.

11.2-Right of the producer

The producer may assign and/or transfer to any third party of its choice all or part of the rights and obligations under this agreement, subject only to guaranteed rights, to which the other party is entitled.

12. Applicable law and competent jurisdiction

This convention is governed, interpreted and applied in accordance with French law. The French language is to be used in the event of a dispute about the meaning of a term or a disposition in this agreement.

Subject to applicable public policy provisions, the courts in Lille shall have exclusive jurisdiction to award any dispute relating to this agreement.

Done in Lille, in two original copies,

On

The producer (manager)
Magali Pignard

The contributor
Forename Name