

COMMERCIAL CONTENT PRODUCTION CONTRACT

Date:	<u>4/27/17</u>	Contractor	<u>Lumina Films</u>
Job Number:	<u>ELTAIBV70155</u>	Production Contact	<u></u>
Client:	<u>Eli Lilly</u>	Director:	<u>Mark Richardson</u>
Product:	<u>Baricitinib</u>	Editorial Subcontractor:	<u>Lumina Films</u>
Townhouse Producer:	<u>Veronika Pfeiferova</u>	Special Subcontractor	<u></u>
Townhouse Business Mgr.	<u>Cecelia Critchley</u>	Special Subcontractor	<u></u>

This contract is entered into between GWE, LLC d/b/a TOWNHOUSE (hereinafter referred to as the "Agency") as agent for Client, and Production Company (hereinafter referred to as the "Contractor"), for Contractor to produce a filmed and/or digital recorded commercial or content (hereinafter called "Film" and/or "Video") in accordance with the scripts and/or storyboards in a manner satisfactory to the Agency under the following terms and conditions:

1. Commercial Number(s), Titles(s) and Length(s):

Code #	Title	Length	Orig./Ver./Lift/Adapt
	The Choice is Yours	4:00	

2. Production Schedule

No. of Prep Day(s)	<u></u>	Pre-Production/Week of:	<u></u>
No. of Location Day(s)/Location	<u>1</u>	Shoot Date(s):	<u>5/11/17</u>
No. of Shoot Day(s) /Location	<u>1</u>	Pre-Lite/Rehearsal Date(s)	<u></u>

3. Production Requirements:

The following materials and elements will be furnished by Agency, Contractor, or Subcontract as indicated:

	Agency	Contractor	Sub-Contractor
1. Casting	X		
2. Talent Payment	X		
3. Baby Handler			
4. Client Product	X		
5. Color Corrected Packaging			
6. Stylist		X	
7. Location Search		X	
8. Location Fee		X	
9. Props		X	
10. Make-Up		X	
11. Hair Stylist		x	
12. Home Economist			
13. Food Ingredients			
14. VTR		X	
15. Teleprompter			
16. Stock Footage			
17. Set/Set Design		X	
18. Original Music			
19. Stock Music	X		
20. SFX			
21. Artwork/Titles			
22. Work Permits			
23. Production Insurance	X		
24. Special Insurance			

TOWNHOUSE

230 Park Avenue South
New York, NY 10003

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	Agency	Contractor	Sub-Contractor
25. Errors & Omissions			
26. Editorial Completion		X	
27. Record & Mix		x	
28. Graphic/Effects		X	
		AICP	CLIENT
Cancellation/Postponement/Weather			

- All Props and Wardrobe purchased by Contractor are to be inventoried and delivered promptly after shooting to:
GWE LLC, Townhouse/230 Park Ave. South/New York, NY 10003 Attn: Veronika Pfeiferova
- If special props costumes, photographs or artwork are required see Section 4 (c).

4. Editorial: It is agreed that above named will serve as Editorial and/or Special Effects Subcontractor at the agreed cost of \$26,000

Editorial and/or Special Effects are bid Cost Plus Firm Bid

5. Additional Subcontractors:

Sub-Contractor/Type of Work	Agreed Cost				
_____	\$ _____	<input type="checkbox"/>	Firm Bid	<input type="checkbox"/>	Cost Plus
_____	\$ _____	<input type="checkbox"/>	Firm Bid	<input type="checkbox"/>	Cost Plus
_____	\$ _____	<input type="checkbox"/>	Firm Bid	<input type="checkbox"/>	Cost Plus

6. Weather Contingency:

Estimate as a not-to exceed figure and must be substantiated by documented receipts: _____

7. Schedule of Costs

A. Cost of photography/videotaping and delivery of acceptable production elements.	\$120,532
B. Completion of film/videotape: For approved rough cut (picture and sound), tape or digital completion and all other elements per the editorial bid.	\$26,000
C. Other: (Please specify)	_____
D. Other: (Please specify)	_____
E. Other (Please Specify)	_____
F. Other (Please Specify)	_____
TOTAL CONTRACT PRICE	\$146,532

8. Payment Schedule

This Production Contract is based on a budget that is FIRM BID or COST PLUS FIXED FEE

In full consideration for Contractor's satisfactory performance of all terms and conditions of this agreement, as well as the rights granted herein, Contractor shall receive the total contract costs as listed below, less the subcontract amount(s), which will be handled in accordance with Paragraph 5 of the attached Additional Terms and Conditions. Payment of said sums shall be conditional upon delivery, approval and acceptance of the production elements and materials below.

- 50% of applicable fees upon commencement of principal photography of the commercials.
- 20% of applicable fees upon approval and delivery of dailies of digital materials, no sooner than thirty (30) days from the last shoot date.
- 30% of final applicable fees upon the following:
 - a. Firm Bid: upon approval and completion of the commercials(s) or content not sooner than thirty (30) days from invoice date.
 - b. Cost-Plus Fixed Fee: Upon approval by Agency and Client of all costs actually incurred and proper receipt of any documentation required no sooner than thirty (30) days from approval of invoice or invoice date

This contract is being entered into by us as agent on behalf of Client Identified above. It is expressly understood and agreed that such Client is solely liable to you for all payments due you hereunder, except to the extent the

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Client has paid such amounts to us. No payment required hereunder will be made unless until such amounts have been remitted to us by the Client.

9. Disposition of Elements

All elements of product are to be properly identified, labeled, and delivered by Contractor to Client by common carrier to their designee as set forth below:

A. All Production Elements:

Tylie Jones, 801 Penhorn Ave., Seacaucus, NJ

B. All Printing Tape or Printing Digital Elements:

Synero Services, 333 7th Ave., 10th Fl. New York, NY 10001 Attn.: Vera Maggio

It is understood that title to the material set forth in paragraph 9 (A) and (B) above does not pass from you to Client until delivery is made herein above specified. Contractor's Subcontractor shall provide Agency with a fully detailed inventory and proper receipts(s) from designee(s) acknowledging delivery of the elements and materials to them.

10. General

When fully executed by the parties, this agreement, with the Additional Terms and Conditions, and applicable Insurance Addendum, if any, attached hereto, shall constitute the entire understanding between parties with respect to the subject matter of this agreement. No wavier, modification or addition to said provision shall be valid unless in writing and signed by the parties.

Contractor: _____

Agency acting on behalf of above named client

Signature:: _____

Signature: _____

By: _____

By: Cecelia Critchley

Date: _____

Date: 4/27/17

ADDITIONAL TERMS AND CONDITIONS

1. **Quality:** The materials produced hereunder shall be subject to Agency's approval and acceptance. Contractor agrees that the Film(s) and/or Tapes(s) and/or Digital Assets shall be of first class quality, artistically produced, with direction, photography, sound, art, animation, synchronization and other physical and aesthetic content technically correct and of a quality equal to current standards for sound motion pictures of similar character and purpose and will conform with all network technical requirements. All pertinent photography shall be within the television safety margin of the motion picture frame size so as to be visible to the television viewer. The quality of the completed Film(s) and/or Tape(s) and/or Digital Assets is of the essence of this agreement. Contractor will bear any costs resulting from its failure to satisfactorily perform its obligations hereunder.

2. **Changes and Variations:** If during the course of production, Agency desires to make any changes in or variations from the script(s) or storyboards(s) or specifications of the Film(s) and/or Tape(s) and/or digital assets and materials or from any material or work in preparation and such changes result in additional costs to Contractor, Contractor shall notify Agency's authorized representative in writing of the amount of such additional costs before any such additional costs are incurred and shall proceed only after receiving written authorization from such representative. An actualized breakdown of these costs must be submitted to the Agency at the completion of production. Agency reserves the right to review these costs and to require support documentation.

3. **Ownership:** All right, title and interest in and to the Film(s), Tapes(s) and/or Digital Assets, commercials, assets and/or advertisements, all negative, prints, soundtracks, other elements thereof, all visual or audio materials exposed and/or processed or digitally recorded in connection therewith and all other materials relating thereto, whether or not used in the commercial(s) and/or advertisement, (collectively, the "Work(s)") shall be and remain vested in Client. In confirmation thereof, and without in any way limiting the foregoing, Contractor hereby assigns to Client all right, title and interest in and to Work(s) herein commissioned including copyright throughout the world and including the unqualified right of Client to create, use and to assign, license or authorize others to create and use derivative works based thereon. To the extent that the Work(s) hereunder qualify as works for hire under the provisions of the U.S. Copyright Act, Contractor hereby confirms that the Client is and shall be deemed the author thereof. Contractor agrees to execute all further documents deemed necessary in Client's sole discretion to effectuate the terms of this assignment and shall secure the cooperation of all persons it engages to execute such further documents upon demand by client. Client shall have the sole and exclusive right to use the Work(s) at any time in any way it chooses throughout the world, to reproduce and revise the Work(s) or any part(s) thereof, and to license others to do any of the foregoing. Client shall have the sole and exclusive right to register and claim copyright ownership of the Work(s) in all countries of the world in its own name or in the name of any party Client may choose. If Contractor engages person(s) to create all or part of the Work(s), Contractor will cause said person(s) to similarly assign all rights to Client.

Contractor shall have no right to use or authorize others to use Work(s) whether furnished by Contractor or Agency, in any manner without the prior written approval of Agency or Client.

ADDITIONAL TERMS AND CONDITIONS

4. **Licenses and Releases:** Contractor agrees to obtain and to supply to Agency as requested:
- (a) Properly executed licenses, approved by the Agency, and obtained from the persons, firms or corporations who own or control any literary, dramatic and/or musical works furnished by Contractor for use in the Works (the “Licensed Properties”) and granting to Agency, Client and their licensees a license to use the Licensed Properties for advertising purposes and for purposes of trade, in connection with the Work(s) and the uses thereof contemplated hereunder and in connection with the products(s) advertised therein, and warranting that such persons, firms or corporations have the right to grant such licenses; and
 - (b) Original copies of signed releases, approved by the Agency, from such persons supplied by the Contractor who appear in the Work(s), granting Agency, Client and their Licensees an irrevocable consent of such persons to use their names, likenesses, performances and biographical material concerning them in any way, for advertising purposes and purposes of trade, in connection with the Work(s) and the uses thereof contemplated hereunder and in connection with the products(s) advertised herein.
 - (c) To the extent Contractor is supplying props/costumes/photographs/artwork or other materials (“Special Materials”), Contractor represents and warrants to Agency and Client that it either (i) has full right and title in and to such Special Materials, and has the right to and hereby grants to Client the unrestricted right and license, in perpetuity, throughout the world, to incorporate and/or otherwise use the Special Materials, in the Work(s) as contemplated hereunder, and that the granting of any such rights shall not violate the rights of any third party, or (ii) that Contractor has obtained all necessary signed releases/licenses, obtained from the persons, firms or corporations who own or control any rights in and to the Special Materials and granting to Client the unrestricted right and license to use such Special Materials, in perpetuity, throughout the world. Agency for Agency supplied material and Contractor for Contractors supplied material agree that each party will perform due diligence in identifying and clearing any third party property for unlimited licensed use by client. Contractor agrees to inform Agency in writing and in detail when material does not meet this clearance, and such use and license will be subject to Agency/Client approval.
5. **Editorial:** Contractor shall subcontract directly on its own behalf with the editorial facility designated in this Agreement (herein “Editor”) for post-production completion of the final video tape and/or digital master and for shipment thereof together with the original camera negative and/or hard drive via common carrier to an out-of-state storage facility specified by Agency (or its client). For the Contractor’s convenience and in order to help contain Contractor’s administrative and accounting costs and to facilitate Contractor’s agreement to expedited payment terms in its subcontract with the Editor, Contractor as assignor, hereby assigns to the Editor, as assignee, the editorial portion of the production budget (“Editorial Subcontract Charge”) for the commercials(s) covered by this Agreement and Contractor directs Agency to pay such sum on Contractor’s account directly to the Editor in Accordance with the Agreement’s payment terms. This Assignment shall not be deemed a contract between the Agency (or its Client) and the Editor, who shall at all times be the subcontractor of the Contractor.

ADDITIONAL TERMS AND CONDITIONS**6. Termination of Production: _**

(a) If due to force majeure occurrences, labor condition, war, governmental action or any other cause beyond Contractor's reasonable control, Contractor shall be unable to perform its obligations hereunder, Contractor shall not be deemed to be in breach of this Contract but Agency may, by written notice to Contractor, either extend the time specified for delivery of the Work(s), or terminate this Contract forthwith or upon the expiration of any time extension Agency has granted. In the event of termination, Contractor shall promptly deliver to Agency all material in the course of production, whether complete or incomplete, and Agency's only obligation shall be to reimburse Contractor for all out-of-pocket expenses incurred by Contractor prior to termination, and only to the extent that such expenses exceed payments theretofore made by Agency hereunder.

(b) If Agency cancels this Agreement due to Contractor's breach of any of its duties or obligations hereunder, or due to Contractor's fault, then Agency shall have the option (i) to pay Contractor all of its out-of-pocket costs and expenses theretofore incurred by Contractor in the normal routine of producing said Film(s) or Tape(s) and/or digital assets, in which event Contractor shall deliver to Agency forthwith and Client shall become the sole owner of all exposed negatives and other materials produced by Contractor prior to the termination, and Agency shall be under no obligation to make any further payments to Contractor with regard to said Film(s) and/or Tape(s) and/or digital assets or (ii) Agency may elect to make no payment to Contractor in which event Contractor may retain all films and materials produced by it, but may not use or permit the use of: (a) of any portions of such materials which show or refer in any manner to Client, its product or service; (b) copyrighted music or other literary property owned or licensed by client or by any third Parties; (c) talent engaged for the production of Client's commercial(s); or (d) any property which, if displayed or exhibited in any manner, could violate the rights of any third parties.

(c) If at any time prior to delivery of all materials to Agency: (i) there shall be filed by or against Contractor a petition in bankruptcy, insolvency, reorganization or for the appointment or a receiver or trustee for all or part of Contractor's property; or (ii) Contractor shall make an assignment for the benefit of creditors; or (iii) Contractor in any manner subjects the elements and materials to a lien in favor of any third party; or (iv) Contractor becomes insolvent or its financial stability becomes so impaired as to endanger its ability to produce and deliver the commercials(s) free and clear of all liens, claims or encumbrances, then; Agency shall have the option to terminate this Agreement, and complete ownership of all elements and materials shall immediately vest in Client, and Contractor shall promptly deliver such materials as directed by Agency. In such event Agency shall reimburse Contractor for its out-of-pocket costs and expenses theretofore incurred by Contractor in the normal routine of producing said Film(s) or Tape(s) and/or digital assets.

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7. **Insurance:** Insurance shall be governed by the attached Insurance Addendum unless otherwise addressed on the front page of this Agreement.

Contractor agrees to carry the following insurance at their own cost and expense.

- a) coverage for your operation that is unrelated to the production of the Commercials:
 - (i) Comprehensive General Liability Insurance including Contractual Liability;
 - (ii) Business Automobile Liability and any other Customary Insurance and,
 - (iii) Worker's Compensation & Employers Liability Insurance,
- b) coverage with respect to those individuals employed by you with respect to the production of the Commercials:
 - (i) Worker's Compensation Insurance
 - (ii) Employer's Liability Insurance

8. **Agency:** GWE, LLC d/b/a Townhouse, is acting on behalf of its Client as agent for a disclosed principal with respect to all matters arising under this agreement. As Paying Agent, GWE, LLC d/b/a Townhouse will make payment of all appropriate sums paid to it by its Principal/Client. Notwithstanding anything to the contrary contained in any order, acknowledgment or other documents submitted by Contractor, if there is a failure to make any payment hereunder, Contractor will look solely to the Principal/Client and not to GWE, LLC d/b/a Townhouse for such payment. The Principal/Client is solely liable for all payments hereunder and GWE, LLC d/b/a Townhouse expressly disclaims all liability therefore.

9. **Independent Contractor:** It is understood that Contractor's status hereunder is that of an independent Contractor and that all persons employed by Contractor in performing its obligation hereunder shall not be deemed employees of Agency or Client, and Contractor shall make whatever payments may be due such persons and Contractor will comply with all governmental regulations and indemnify and hold harmless Agency and Client against any claims and demands resulting from Contractor's failure to comply with the provisions of this paragraph.

10. **Delinquency In Contractor Payment:** Agency reserves the right in case of delinquency in Contractor's making payments to any of the Contractor's suppliers performing work on or furnishing material for the commercials to be produced hereunder, to:

- (a) Pay such suppliers directly, irrespective of any set-offs or counterclaims Contractor may have against suppliers, an amount claimed to be equal to the money owed such supplier by Contractor for work that supplier has performed or material it has furnished with respect to said commercials, and such payment shall be deemed payment to Contractor and shall reduce the contract price hereunder and at Agency's election, have such supplier deliver said commercials and all materials relating thereto directly to Agency. Contractor hereby expressly authorizes such delivery; or

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(b) Terminate this agreement forthwith without any further obligation to Contractor and Contractor shall forthwith deliver to Agency the commercials and all materials relating thereto.

11. **Use of Agency/Client Name:** Contractor agrees not to use the name of Agency or Client or the Product(s) or service(s) advertised in the Film(s) and/or Tape(s) and/or digital assets in any advertising, publicity, or promotion, nor will Contractor show the Film(s) and or Tape(s) and/or digital assets, or any part thereof, to any person other than employees of Contractor, Agency or Client, without Agency's prior written consent.

12. **Agent for Client:** In the making, execution and performance of this agreement, Agency is acting solely as agent for Client. All rights, benefits, privileges and properties vested in Agency are for the benefit of Client and may be exercised either by Agency or Client.

13. **Warranty:**

(a) Contractor hereby warrants and represents that it is free and has full right to enter into this agreement and to perform all its obligations hereunder and will comply with all applicable Federal, State and Local Laws, ordinances and regulations, and with all applicable union agreements.

(b) Contractor warrants and represents that Contractor is insured in the manner required in Paragraph (7) above, and that Agency is named as an additional insured in said policies, as applicable.

14. **Equal Employment Opportunity Company:** In connection with its performance hereunder, Contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

15. **Union Agreements:** Contractor shall comply with all rules, regulations and requirements any union or guild having jurisdiction over the performers, musicians and technicians participating in the production of the commercial(s) Contractor shall be responsible for the timely completion and distribution of proper contracts and Special Reports, including Production Time Reports and Audition Reports. Any fines, penalties or costs resulting from Contractor's breach of this paragraph shall be the sole responsibility of Contractor.

16. **Indemnity:**

(a) Contractor shall indemnify and hold harmless Agency, Client and their respective parents, subsidiaries, affiliates, officers, directors, employees and agents ("Indemnities") from and against all claims, damages, losses and expenses, including attorney's fees and disbursements, arising out of, resulting from or relating to the production of the commercial(s) to be produced hereunder, including but not limited to (i) the alleged breach by Contractor of any of its representations, warranties, duties or covenants contained herein, (ii) violation by Contractor of

ADDITIONAL TERMS AND CONDITIONS

the rights of any third party, (iii) personal injury, including bodily injury, sickness, disease or death, suffered in the course of production, (iv) injury to or destruction of tangible property, including the loss of use resulting therefrom, which claim, damage, loss of expense results in whole or in part from any act or omission of Contractor, or any of its subcontractors or employees.

(b) In any and all claims against the Indemnities, by any employees of the Contractor, any subcontractor of Contractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this indemnification provision shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits, payable by or for the Contractor or any subcontractor under workers compensation acts, disability benefits acts or other employee benefit acts.

17. **Disputes and Applicable Law:** Any controversy or claim arising out of or relating to this Agreement, or any breach thereof, shall be determined and settled by arbitration in New York City, pursuant to the rules then pertaining of the American Arbitration Association, and any award rendered shall be final and conclusive upon the parties and a judgment there on may be entered in the highest court of the forum, State or Federal, having jurisdiction. The parties will share equally the administrative costs of such arbitration proceedings. This Agreement and all matters or issues collateral thereto shall be governed by the laws of the State of New York applicable to contracts made and performed entirely therein. Contractor hereby submits to the jurisdiction of the Federal and State Courts of New York.

18. **Employment of Minors:** It is acknowledged that in performing the services as required of Contractor hereunder, the services of performers who are minors may be required. In such event Contractor agrees and warrants and represents that it will comply with all applicable laws and regulations including Union regulations concerning such employment.

If there is any loss or damage to Agency or its clients due to work stoppage or otherwise arising out of Contractor's failure to obtain from parents and/or legal guardians prior to commencement of production, all necessary permissions and/or licenses in accordance with the above referenced applicable laws and regulations, Contractor agrees to accept full responsibility for such failure and to indemnify Agency and its client for any losses, damages or expenses in connection therewith.

19. **Confidentiality:**

(a) In connection with this Agreement, Agency may disclose, or Contractor may learn of or have access to, certain confidential or proprietary information owned by Agency and/or Client, or their respective affiliates, business partners or clients ("Confidential Information"). Confidential Information includes, but is not limited to, any data or information, oral or written, that relates to Agency or Client or their respective business activities, advertising matters, ideas, plans, techniques, accounts, products, brands, business, customers, methods of operation, technology, developments, software, methods and/or trade secrets. Confidential Information also includes Client's identity and the identity of its products or brands, the existence and terms of this Agreement and the Work(s). Notwithstanding the foregoing, Confidential Information is deemed not to include information that Contractor can establish through written evidence: (i) is publicly available or in the public domain at

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the time disclosed, or is or becomes publicly available or enters the public domain through no fault of Contractor, (ii) is rightfully communicated to Contractor by persons not bound by confidentiality obligations with respect thereto, (iii) is already in Contractor's possession free of any confidentiality obligations with respect thereto, or (iv) is approved for release or disclosure by Agency in writing.

(b) Contractor shall maintain the Confidential Information in strict confidence and shall not disclose the Confidential Information to any third party, or publish or copy any part of the Confidential Information. Contractor shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement. Contractor shall take all necessary precautions in handling the Confidential Information and limit disclosures on a strict need-to-know basis, provided that Contractor shall ensure that any third party that obtains access to the Confidential Information from Contractor agrees in writing to comply with the confidentiality provisions of this Agreement. Notwithstanding the foregoing, Contractor shall remain liable for the acts of any third party that has received Confidential Information from Contractor. In addition to and without limiting the foregoing, Contractor will keep strictly confidential and will not disclose to any third party the identity of Client or any of its products or brands in connection with the production, except as may be strictly required to procure any necessary permits, licenses or insurance coverage. Agency's prior written consent will be required for each such disclosure. Contractor may disclose Confidential Information pursuant to the order or requirement of a court, administrative Agency, or other governmental body, provided that Contractor gives reasonable prior written notice to Agency to contest such order or requirement. Upon the termination or expiration of this Agreement, or at any time upon request by Agency, Contractor shall return to Agency, or, at Agency's request, certify the destruction of, all Confidential Information.

(c) It is understood and agreed that in the event of a breach by Contractor or its employees, subcontractors or agents (or their employees) of this Section 19, damages may not be an adequate remedy and Agency and Client shall be entitled to injunctive relief to restrain any such breach, threatened or actual. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages.

20. **Agreement:** This contract constitutes the entire agreement between the parties and may not be changed except by a writing signed by both parties. Any failure by Agency or Client to exercise any rights granted herein upon the occurrence of any of the contingencies set forth in this agreement will not constitute a waiver of any such rights upon the recurrence of any such contingency. This agreement may not be assigned without Agency's prior written consent.

Contractor Initials

4/27/17
Date

Agency Initials

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Production Contract Addendum

To the extent that the terms of this addendum are inconsistent with the terms of the Production Service Agreement (the Agreement) to which this is attached, the terms of this addendum supersede the terms of the agreement, but only insofar as the insurance provisions are concerned. This addendum does not alter or modify in any way, direct, implied, or otherwise, the rights and liabilities of the parties as provided in the agreement to which it is attached or the guarantees given by the production company/house (Producer) to the Company in the scope of the said agreement

Insurance Provided by Company

Company maintains a program of insurance, at no cost to Producer, which affords insurance coverage to Producer as a Named Insured for the production(s) produced pursuant to the Contract (the "Program Coverage" as per the included Program Coverage Summary). Producer shall not be responsible for the payment of premiums or deductible amounts associated with the Program Coverage or Special Risk Coverage described in the included Special Risk Coverage Checklist. Company agrees to have its insurance broker provide Producer with a Certificate of Insurance relating to the Program Coverage and Special Risk Coverage (as required for a declared production). Company will not pay for any insurance coverage which Producer elects to buy which is duplicative of the Program Coverage, or any other insurance coverage, except by written agreement.

Insurance Provided by Producer

Producer agrees to have in force, or will obtain from an insurance carrier acceptable to Company at Producer's own expense the following insurance:

Workers' Compensation & Employers Liability insurance including a Broad Form All States endorsement, Longshoreman and Harborworkers' Act and Jones Act endorsement, where applicable, as well as coverage meeting all state and local requirements of the state of hire and the state in which the production will occur. Producer's coverage must include all independent contractors, loan-outs or others hired by Producer for the Production, or Producer must establish that such individuals are otherwise covered, except as allowed by law. A Certificate of Insurance evidencing such coverage shall be provided to Marsh Risk & Insurance Services upon request and must provide that such insurance may not be materially altered or canceled without less than thirty days prior written notice to Marsh Risk & Insurance Services, 777 South Figueroa Street, Los Angeles, CA 90017-5822.

In the event filming operations take place outside of the US or Canada, the Producer may engage a local production service company. Producer will furnish proof to Marsh Risk & Insurance Services that the production service company maintains General (Public) Liability, Auto Liability and any other coverage required by statute, in an amount sufficient to satisfy the insurance requirements of the locality. If a local production service company is not retained, the Company will request that its insurance broker Marsh Risk & Insurance Services obtain any required local admitted coverage for the Producer.

Notwithstanding the foregoing, signing this addendum is affirmation that such coverage is in place or will be prior to commencing production; and Producer shall maintain at Producer's own cost and expense all usual and customary insurance insuring the business activities of Producer (including but not limited to Workers' Compensation and Owned Automobile Coverage) not related to the specific Production(s) produced pursuant to this contract.

Notice of Claim

Producer agrees to report any and all claims as soon as possible to Marsh Risk and Insurance Services (via the First Notice of Claim form provided via the Agency Manual) and to cooperate with and provide all necessary documentation and information on a timely basis required in support of such claims. Such procedures include but are not limited to providing evidence of a rental agreement/deal memo, purchase invoice(s) and police/accident report where applicable. It is further agreed that the Producer shall cooperate with and permit Company or its Insurer to conduct the defense of any such insured claims under this program.

Special Risks Coverage

Producer shall advise Marsh, in writing through use of the Special Risk Coverage Checklist of any Special Risks, at least five (5) business days prior to the commencement of any activities requiring such Special Risk Coverage, except for weather insurance, in which case producer will provide fifteen (15) business days advance notice. Marsh will notify the Producer when any special insurance is bound. Producer shall act reasonably to advise Marsh of any hazardous activities even if they do not appear on the Special Risk Coverage Checklist. Producer agrees not to proceed with any hazardous activity until notice of coverage is received.

Indemnification

Producer will defend, indemnify, and hold Company, its Agency, and their respective agents, nominees, affiliates, subsidiaries, division, related entities, franchisees, licensees, heirs, representatives, successors and assigns and all broadcasters, exhibitors and Client and their respective shareholders, directors, officers, employees and agents of the above (except to the extent that the duties and rights pertaining to defense by the Company's Insurer as specified in the Notice of Claim clause above applies),

Production Contract Addendum (continued)

harmless from and against any and all damages, expenses, claims, suits, judgments, penalties and costs, including reasonable counsel fees, which may be obtained against, imposed upon, accrued against, or be suffered by Company or its client, or any of the foregoing, by reason of:

Producer's breach of any of the warranties or covenants herein contained (including without limitation Producer's failure to disclose Special Risks as provided above); and Losses resulting from Producer's or its agent's willful misconduct or negligence to the extent not covered by insurance.

Company will defend, indemnify and hold Producer, its contractors, and their respective agents, nominees, affiliates, subsidiaries, division, related entities, franchisees, licensees, heirs, representatives, successors and assigns and their respective shareholders, directors, officers, employees and agents of the above harmless from and against any and all damages, expenses, claims, suits, judgments, penalties and costs including reasonable counsel fees, which may be obtained against, imposed upon, accrued against, or be suffered by Producer or any of the foregoing by reason of:

Claims arising with respect to the scripts and other creative content of the Production supplied by the Company; the Company's breach of any warranties or covenants of Company herein contained, including without limitation to the Company's failure to obtain and maintain the Program Coverage or Special Risk Coverage as required by this Contract, and

Company's willful misconduct and other claims arising out of the production of any insured production under the Contract, but only to the extent that such claims are covered under the Company's Wrap-Up Insurance Program as defined in the enclosed attachment or has been bound as a Special Risk Coverage.

The Party seeking Indemnification hereunder shall give reasonable written notice of any such damage, expense, claim, suit, judgment, penalty or cost to the other. The indemnified party shall have the right to defend, at its own expense and using counsel of its own choice, its own interest in connection with any such damage, expense, claim, suit, judgment, penalty or cost and its election to do so shall in no way relieve the other party of its indemnity obligations hereunder. This provision shall survive expiration or earlier termination of this Agreement.

Accepted and agreed to this 27 day of April, 2017

Producer Signature

Print Name

Title

Lumina Films
Production Company

Eli Lilly
Client

"The Choice is Yours" 4:00
Production Title(s)

Company Signature

Cecelia Critchley
Print Name

Business Manager
Title

GWE, LLC d/b/a TOWNHOUSE
Company

ELTAIBV70155
Job Number(s)

Program Coverage Summary

This summary provides descriptions of coverage commonly included. However, you should review the policies for specific terms, exclusions and conditions.

Production Package Policy			
Coverage	Description	Limit	Deductible
Producer's Indemnity	Covers extra expense <i>necessarily</i> incurred from the interruption, postponement, cancellation, or abandonment of an insured production due to any cause beyond the Producer's control subject to certain policy exclusions. Automatically extends coverage to extra expenses incurred because a cast or crew member cannot complete his/her duties.	\$5,000,000	\$10,000
Athlete Sport Activity Injury sub-limit	\$2,000,000 sub-limit applies for losses/claims arising from Athletic Training, practicing or participating in the sport and/or the activity that the athlete is known for.	\$2,000,000	\$10,000
Negative Film and Videotape	Reimburses you for loss, damage to, destruction of raw film, tape stock, exposed film (developed or undeveloped), videotape, working prints, soundtracks, and tapes, library stock.	\$5,000,000	Nil
Faulty Stock, Camera or Processing	Reimburses costs to re-shoot or correct any portion of the production because of damage caused by faulty raw stock, faulty camera, or faulty processing by the lab.	\$5,000,000	10% of loss subject to \$2,500 min / \$7,500 max
Cameraman Error	Sublimit of Faulty Stock, Camera or Processing	\$1,000,000	10% of loss subject to \$2,500 min / \$7,500 max
Props, Sets and Wardrobe	Covers props, scenery, and costumes for which the production is legally liable against "all risks" of direct physical loss or damage.	\$5,000,000	\$1,500
Animal Mortality	Reimburses the owner of a declared and insured animal for death or illness of the animal.	\$1,000,000	\$1,500
Jewelry & Fine Arts	Antiques, objects of art, watches, precious stones, and similar items valued in excess of limit require special endorsements.	\$1,000,000	\$1,500
Third Party Property Damage	Pays for damage to the property of others while it is in the care, custody, or control of the production company.	\$1,000,000	\$2,500
Miscellaneous Equipment	Provides replacement cost or actual cash value to repair damaged or destroyed equipment, including cameras and camera-related equipment, sound and lighting equipment, electrical and mechanical special effects equipment, and editing equipment.	\$5,000,000	\$2,500
Hired & Non-Owned Auto Physical Damage	Reimburses the owner for damage done to a hired or rented vehicle used in production for which the production company is legally liable. Included in Miscellaneous Equipment Limit	\$5,000,000	10% of loss subject to \$2,500 min. / \$7,500 max
Office Equipment & Furnishings	Covers loss, damage or destruction of Business Personal Property such as production office contents usual to the insured operations.	\$ 250,000	\$1,000
Money & Currency	Insures cash and securities used in the course of production against the perils of Burglary, Robbery, or Fire.	\$ 250,000	\$1,000
Difference In Conditions (DIC)	In the unlikely event that a Production Package maintained by the production company would otherwise cover a loss not covered by your Production Package, the DIC Endorsement extends coverage to respond.	\$1,000,000	\$10,000

Program Coverage Summary (continued)

Commercial General Liability and Foreign Liability			
Coverage	Description	Limit	Deductible
Each Occurrence	Covers payments you are legally obligated to pay resulting from bodily injury and/or property damage to a third party that arises from an occurrence connected with your filming activities.	\$1,000,000	Nil
General Aggregate "Per Project"	See Each Occurrence	\$2,000,000	Nil
Products and Completed Operations	Covers liability arising out of your products or business operations conducted away from your premises once those operations have been completed or abandoned.	\$1,000,000	Nil
Fire Damage	Covers damage by fire to premises rented to the Insured and to damage regardless of cause to premises (including contents) occupied by the Insured for 7 days or less	\$1,000,000	Nil
Medical Payments	Covers medical or funeral expenses incurred by third parties as a result of bodily injury or death sustained by accident under the conditions specified in the policy	\$ 10,000	Nil
Hired and Non-Owned Auto Liability – Domestic and Foreign			
Coverage	Description	Limit	Deductible
Combined Single Limit	Covers payments for which the production company is legally liable arising from the use of hired, loaned, or donated vehicles. Combined Single Limit for Bodily Injury and Property Damage. Foreign Coverage is Contingent (i.e. all vehicles must be insured locally by the owner/vendor per local statutory requirements). WPP's coverage would be triggered once the owners/vendors coverage is exhausted.	\$1,000,000	Nil
Umbrella Liability			
Coverage	Description	Limit	Deductible
Each Occurrence and in the Aggregate	Provides additional limits above your primary insurance coverage. Primary coverage includes Commercial General Liability, Hired and Non-owned Auto Liability, Foreign General Liability, Foreign Non-owned Auto Liability, and Third Party Property Damage.	\$24,000,000	Nil
Annual Aggregate	E&O Sublimit	\$5,000,000	Nil
Guild / Union Travel Accident			
Coverage	Description	Limit	
Class 1 (Guild/Union member)	All cast/crew who are members/hired via a Guild, Trade Association, or Labor Union – Covered while on business travel and for guild/union activity involved with the production. Subject to collective bargaining agreement, subject to a \$1,000,000 maximum.	\$1,000,000 Per accident	
Class 2 (Non-Guild/Union member)	All cast/crew who are not members/hired via a Guild, Trade Association or Labor Union – covered while on business travel only.	\$350,000 Per accident	
Errors and Omissions			
Coverage	Description	Limit	Deductible

Each Claim	Provides legal liability coverage, including defense, against claims alleging unauthorized use of titles (subject to receiving a Title Clearance Report), format, ideas, characters, and plots; plagiarism; and unfair competition. It also provides coverage for alleged libel, slander, defamation of character, or invasion of privacy. Coverage responds for claims arising from the acts, errors, or omissions of the production company, not the advertising agency or advertiser.	\$5,000,000	\$25,000
Aggregate	See Each Claim	\$5,000,000	

Special Risk Coverage Checklist

If you answer “Yes” to any of the questions below, please complete and return the appropriate questionnaire to Marsh at least 5 business days prior to filming. If Weather insurance is desired please provide at least 15 days prior to filming.

Description	Yes	No
1. Aircraft (Helicopter or Fixed Wing – Scouting, Filming or Charter Transport)	<input type="checkbox"/>	<input type="checkbox"/>
2. Drone/UAV (Unmanned Aerial Vehicle)	<input type="checkbox"/>	<input type="checkbox"/>
3. Hazardous Activity / Stunts	<input type="checkbox"/>	<input type="checkbox"/>
4. Precision Driving (two or more vehicles driving in unison, synchronization or interaction)	<input type="checkbox"/>	<input type="checkbox"/>
5. Watercraft	<input type="checkbox"/>	<input type="checkbox"/>
6. Pyrotechnics	<input type="checkbox"/>	<input type="checkbox"/>
7. Any necessary cast or crew older than eighty	<input type="checkbox"/>	<input type="checkbox"/>
8. Railroad Locations / Use	<input type="checkbox"/>	<input type="checkbox"/>
9. Animals with a total value in excess of \$1,000,000	<input type="checkbox"/>	<input type="checkbox"/>
10. Weather Insurance	<input type="checkbox"/>	<input type="checkbox"/>
11. Filming Location(s) outside of US or Canada	<input type="checkbox"/>	<input type="checkbox"/>
12. Fine Arts/Jewelry in excess of \$1,000,000	<input type="checkbox"/>	<input type="checkbox"/>
13. Equipment hire total replacement value in excess of \$5,000,000	<input type="checkbox"/>	<input type="checkbox"/>
14. Props, Sets & Wardrobe total value in excess of \$5,000,000	<input type="checkbox"/>	<input type="checkbox"/>
15. Shoot Dates	Start Date:	End Date:
16. Are there any other special or unusual situations associated with the job? If yes, please explain:	<input type="checkbox"/>	<input type="checkbox"/>

Advertiser/Agency	Agency Job
Production Title(s)	
Production Co.	
Completed by	Date
Email	Phone

Submit Information to:

Marsh Risk & Insurance Services
213 346 5922 Fax
adwrap@marsh.com

EDITORIAL SUBCONTRACT AWARD LETTER

Client: _____	Contractor: _____
Product: _____	Production Contact: _____
Townhouse _____	Director: _____
Producer: _____	_____
Townhouse _____	Editorial _____
Business Manager: _____	Subcontractor: _____
Agency Job Number _____	Editor _____
	Editorial Contact _____

_____ at address) _____ has been named editorial subcontractor on the commercial production contract between GWE LLC d/b/ Townhouse (Agency) and _____ (Contractor). It is agreed that your editorial bid in the amount of \$ _____ is based on a budget that is: FIRM BID _____ or COST PLUS FIXED FEE _____

COMMERCIAL IDENTIFICATION: The following commercial code numbers(s) and title(s) for the client, product, and job number listed above are to be inscribed on the commercials leader and labeled on the outside of all containers and boxes.

Code #	Title	Length	Orig./Ver./Lift/Adapt

Please take note of the following five important requirements regarding the editorial portion of this job:

1. PAYMENT/OVERAGES

The Contractor has assigned direct payment of the contract's Editorial Subcontract charge to the Agency. The Agency will pay such sums in accordance with the Contract's payment terms. Invoices should be sent to the Agency's Business Manager (named above) as follows:

- 50% at the start of the job
- 25% upon approval of final rough cut
- The balance of the applicable fees upon approval of all actual costs incurred.

No Payment required hereunder will be made unless and until such amounts have been remitted to us by the client. Any and all overages must be reported in writing to the Agency's Producer and Business Manager before they are incurred and must be approved by Agency before proceeding.

2. SALES TAX

The Editorial Company will be responsible for the collection and billing of sales tax on the taxable elements. Therefore, at the editorial completion of the job, you must send the Agency an accurate description of the taxable elements and bill the Agency for the sales tax on your final bill.

3. DELIVERY AND TRANSFER OF ELEMENTS & MATERIALS

As The Editorial Subcontractor, it is understood that you are responsible for the delivery and transfer of elements as follows:

- A. All Printing Tape or Printing Digital Elements to: _____
- B. All Printing Tape or Printing Digital Elements to: _____

At the completion of the job, you will provide a detailed inventory of all elements and materials shipped and proper receipts from the designees acknowledging delivery. Copies of the inventory and shipping receipt must be sent to the Contractor and to the Agency: (1) copy to the Business Manager and (1) copy to Monica Song, Tape Library, Agency address listed above.

4. USE OF AGENCY/CLIENT NAME

As subcontractor, you are hereby notified that you must abide by the following: Editor agrees not to use the name of Agency or Client or the Product(s) or service(s) in the produced material in any advertising, publicity, or promotion, nor will Editor show the produced material or any part thereof to any person other than employees of the Producer, Agency or Client, without Agency's prior written permission.

5. COPYRIGHT INFORMATION (if required):

Editorial Subcontractor: _____ TOWNHOUSE as agent for _____

Signature _____ Signature _____

TOWNHOUSE

250 Park Avenue South
New York, NY 10003

Date: _____

Contractor: _____

Re: Client: _____

Product: _____

Audition Sheet/Documentation

Dear _____,

This is to advise _____ of Townhouse's casting documentation requirements for the _____ production. The following information must be delivered to Townhouse in a timely manner.

1. All Audition Sheets
2. All Station 12 Reports
3. Notice of First Employment, if any
4. SAG Waiver Requests (Preference), if any

If you hire a subcontractor for casting, please notify them directly of these requirements and forward all documents to the Agency Business Manager named below. The final contractual payment due for the production will be contingent upon the receipt of this material.

Sincerely,

Business Manager