

## SCHEDULE A

**Technical Film Materials - Dropbox, Aspera or Google are the preferred delivery method!**

### **REQUIRED DELIVERABLES:**

Digital Version – Fully digitized version of the feature film, trailer, textless elements, and Mixes.

### **BREAKDOWN:**

QuickTime ProRes 422HQ – (Feature, Trailer, and Textless elements must be exported using this codec). If provided on a drive must have: USB 3.0, eSata, or Firewire 800.

QuickTime should be embedded with final 5.1 Surround, Stereo (LtRt), Stereo or 5.1 M&E (For international use), and D, M, E (Stems). **You are not required to deliver 5.1 audio but please include all mixes you have. However please be advised that films without a 5.1 audio will not be accepted by Netflix or TV networks.**

Resolution: 1920x1080

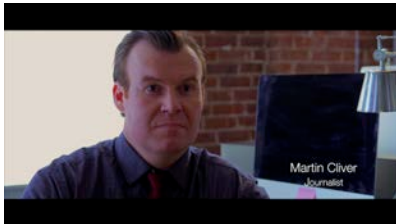
Aspect Ratio: original aspect ratio (2.40, 2.39, 2.35, 1.85, or 1.78 ect). Please include this in the name of the QuickTime file (ex. ThePassing\_235\_1080p\_2398\_10Ch.mov).

Frame Rate: Original/Native Frame Rate (23.98, 29.97, 25 ect).

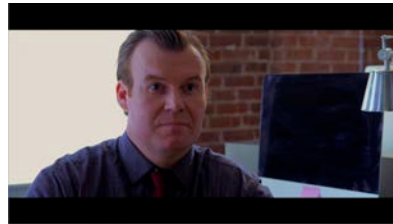
### **TEXTLESS:**

Place all textless items 5 secs after the picture is complete. See below for an example of Texted and Textless Material.

#### **TEXTED:**



#### **TEXTLESS:**



AUDIO: all files should use: .wav or .aiff and should be 48Khz, 16 or 24 bit (24 bit is preferred).

### **AUDIO TRACK BREAKDOWN:**

5.1 (L, R, C, LFE, Ls, Rs)

LtRt (Stereo) (This could also be LoRo)

M&E (for international use only) this can be stereo or 5.1

D, M, E – Stems (Dialogue, Music, Effects).

### **ORDER OF AUDIO ON EMBEDDED QUICKTIME:**

Ch. 1-6: 5.1 surround (L, R, C, Lfe, Ls, Rs - (\*\***OPTIONAL But please include if you have it**)).

Ch. 7-8: Stereo Mix (Left total, Right total) - (**MUST BE INCLUDED**).

Ch. 9-10: M&E (additional channels if this is surround) - (**PLEASE REFER TO YOUR DEAL**).

Ch. 11-16: Dialogue (stereo), Music (Stereo), Effects (Stereo) - (**MUST BE INCLUDED**).

**TRAILER:** Please include a stereo mix and D, M, E stems (Dialogue, Music, Effects) with the QuickTime ProRes file. Also, include a music cue sheet for the trailer along with a copy of the licenses for each track.

## **SCHEDULE A (Cont.)**

**Marketing Materials - Please provide on a Drive, Disc or via Dropbox. Dropbox, Aspera or Google is preferred.**

- 1) Please provide any pre-existing posters made. Please provide the layered files in the event we wish to use any of the elements.
- 2) Please provide a minimum of 10 but no more than 20 high res stills **(or frame grabs)**. Please DO NOT provide us BTS stills. We are only interested in stills that may be used for poster concepts and other promotional materials.
- 3) Please provide a list of award/festival laurels as well as the actual jpegs provided by the festivals. (If any)
- 4) Please provide a word document with any and all press, including reviews, announcements, etc. (if any)
- 5) Please provide a PRE-APPROVED spell checked, properly formatted credit block, including any company logos in a WORD DOC. This will be used in the trailer, poster and other promotional materials. We DO NOT check it for inaccuracies. We will add our company name and logo but will make no other changes beyond that. Below is an example of a credit block in the proper format:

**GLOBAL DIGITAL RELEASING presents**  
A TOMATO SUNRISE FILMS production in association with RUMPUS ROOM PRODUCTIONS "THE TRIBE"  
JESSICA ROTHE ANNE WINTERS MICHAEL NARDELLI MIKE FOY JLOUIS MILLS CHLOE BETH JONES and COKEY FALKOW  
Casting by RUSSELL BOAST, CSA Director of Photography SHELDON CHAU Production Designer ROBERT WISE Costume Designer  
VALERIE MORES Editor BRETT NOBORIKAWA Music by KATY JARZEBOWSKI  
Written by IAN PAXTON & CHRIS MANASK Produced by BRANDON TANSLEY DENA HYSSELL ROXY SHIH  
Directed by ROXY SHIH

- 6) Using your submission link (Vimeo is fine) please select at least 3 but no more than 6 clips that will be used in the promotion of your film. Each clip may be any where from thirty (30) seconds to no more than one minute and forty five (1.45) seconds. Each clip will require a START and STOP time and a title. You can place this information onto a WORD DOC. We will pull the clips from the film and add logos. **(OPTIONAL)**
- 7) A separate, Excel Meta Data Document will be provided to you. This must be filled out in its entirety.

**SCHEDULE A (Cont.)**

**Other Documentation Materials Required!**

1) W9 (Filled out and signed please). A blank one will be provided.

2) E&O CERTIFICATE \*\*\*\*(See below) – Certificate of standard producers liability insurance under a stand-alone policy (U.S. \$1,000,000/U.S. \$3,000,000) providing coverage for Distributor, its subsidiaries and related companies, its licensees, sub-distributors and affiliates, its officers, directors and employees for a period of three years, with a deductible no greater than U.S. \$10,000 and a guarantee of at least thirty (30) days written notice of cancellation or other material change to the policy. Said policy shall include the following as Additional Insured: **(OPTIONAL)**

*(Terror Films or Global Digital Releasing LLC and its parent, subsidiary, and affiliated entities, successors, assigns and licensees, and their respective officers, directors, owners, employees, agents and representatives within the scope of their duties.*

3) MUSIC CUE SHEETS – **Please note that it is the responsibility of the Production Company to submit a properly formatted music cue sheet to the appropriate publishing companies (ASCAP/BMI).** A Music Cue Sheet in English stating for each composition in the Picture: the title, the composer(s), publisher(s), copyright owner(s), performer(s), arranger(s), usage, performing rights society, time codes indicating where each cue appears in the Pictures (“ins” and “outs”), as well as the film footage and running time.

4) CLOSED CAPTION FILE – Closed Captioning is 100% required by all major U.S. platforms. There are many services but one of the best (and cheapest) is <https://www.rev.com>. Feel free to use any service you like but they must adhere to all requirements or your file will be rejected. **You must deliver a .scc OR .cap OR .srt file. (.scc or .cap are preferred).**

5) A filed U.S. Copyright Registration form. **See Item (c) under CHAIN OF TITLE on next page.**

**Will you be Providing E&O Insurance (Circle One):** YES \_\_\_\_\_ NO \_\_\_\_\_

## SCHEDULE A (Cont.)

### **WE MAY ALSO ASK FOR THE FOLLOWING BUT NO NEED TO SUPPLY ANY OF THE BELOW UNLESS WE REQUEST IT!**

CAST/TALENT/PERSONNEL AGREEMENTS – If required, fully executed agreements, if freely available to Licensor, for all cast, crew and other entities and related personnel who have been accorded paid advertising and/or screen credit. For any person listed in the billing block or main titles that does not have an agreement, please deliver a signed Certificate of Ownership (form to be provided by Distributor).

Cast/Talent/Personnel Agreements must include a waiver of injunctive relief, “work-made-for-hire” language, and allow for the use of name and likeness. If such agreements do not include the aforementioned language, Licensor will use commercially reasonable efforts to obtain signed Certificates of Ownership (form to be provided by Distributor). Composer Agreements shall include the above-mentioned language and provide for underscoring on an all media buy-out basis (Distributor to provide a Composer Certificate of Ownership upon Licensor’s request).

CREDIT INFORMATION - Statements and/or lists in English summarizing all contractual credit/likeness obligations applicable to the Pictures, including, but not limited to the following. Credits must comply with all applicable guild and union requirements, and any and all guild related waivers or determination must be obtained prior to Delivery.

(a) Screen Credits

- (i) A list of all contractual screen credit obligations. (If there is no contractual obligation to accord a certain credit, which has been accorded on screen, the “obligation” should be stated as “Licensor’s Discretion”).
- (ii) A typed list of the final main and end credits as they ultimately appear on screen.

(b) Paid Advertising Credits

- (i) Artwork title credit obligations, inclusive of proper positioning information.
- (ii) Billing block credit obligations, inclusive of proper positioning information.
- (iii) Excluded advertising credit obligations.
- (iv) Any and all logos that Licensor is contractually obligated to include below the billing block in paid advertising. Logos must be provided on CD as “. psd” files in full color and B/W.
- (v) Contractually accurate and approved Billing Block received as a .txt or .doc format.

(c) Photograph/Likeness Approvals

- (i) A list of all cast members who have been granted approval rights, as well as specifics regarding those rights (e.g. percentage of kills alone, percentage of kills with one other person, etc.)

STATEMENT OF THIRD PARTY RESTRICTIONS - If requested or otherwise provided by Licensor, a statement in English from Licensor listing all dubbing, subtitling, editing, cutting and any other third party restrictions applicable to the Pictures of which Distributor and its licensees must be aware.

### **CHAIN OF TITLE:**

- (a) All documents evidencing proof of ownership and all documents evidencing proof

of payment in connection with any transfer of rights (including, but not limited to, Writer Agreements, Option/Purchase Agreements, Assignments of Copyright; Assignments of Rights, etc.) (Translated into English if not in English originally.)

(b) A filed U.S. Copyright Registration form for the Screenplay. If this form has not yet been submitted to the US Copyright Office, please allow us to approve the filing beforehand in order to avoid the time and cost associated with incorrect filings. In the event that the endorsed registration form has not yet been received from the US Copyright Office (USCO), we will accept on a provisional basis a filing packet consisting of:

- a copy of the Form PA as filed, a copy of proof of payment, and a copy of the courier receipt evidencing date of submission. When received, a copy of the endorsed Form PA must be sent by Licensor to Distributor; or
- a copy of the Form PA as filed, a receipt from Thomson CompuMark or other filing agency evidencing date of filing, and a copy of proof of payment. When received, a copy of the endorsed Form PA must be sent by Licensor to Distributor; or
- a copy of the electronic Service Request Detail from the USCO reflecting the online filing of a Form CO (equivalent to the old Form PA), a copy of the e-mail payment confirmation, a copy of USCO bar-coded Deposit Copy Shipping Slip for Deposit Copies Sent to Accompany an Electronically Submitted Application, and a copy of the FedEx Air bill evidencing shipment of the DVD to the Copyright Office. When received, Licensor must send a copy of the endorsed Form CO to Distributor.

(c) A filed U.S. Copyright Registration form for the Motion Picture. If your film's origin in U.S. based and this form has not yet been submitted to the US Copyright Office, please begin this process. In the event that the endorsed registration form has not yet been received from the US Copyright Office (USCO), we will accept on a provisional basis a filing packet consisting of:

- a copy of the Form PA as filed, a copy of proof of payment, and a copy of the courier receipt evidencing date of submission. When received, a copy of the endorsed Form PA must be sent by Licensor to Distributor; or
- a copy of the Form PA as filed, a receipt from Thomson CompuMark or other filing agency evidencing date of filing, and a copy of proof of payment. When received, a copy of the endorsed Form PA must be sent by Licensor to Distributor; or
- a copy of the electronic Service Request Detail from the USCO reflecting the online filing of a Form CO (equivalent to the old Form PA), a copy of the e-mail payment confirmation, a copy of USCO bar-coded Deposit Copy Shipping Slip for Deposit Copies Sent to Accompany an Electronically Submitted Application, and a copy of the FedEx Air bill evidencing shipment of the DVD to the Copyright Office. When received, Licensor must send a copy of the endorsed Form CO to Distributor.

(d) Two (2) original Certificates of Authorship.

Promotional and DVD Added Value Materials - If available, delivery of any added value materials for promotional purposes or for the DVD release, including, without limitation, all outtakes, deleted scenes, and trims, soundtracks (whether negative, positive or magnetic) produced for or used in the process of preparing the Pictures, "Making of"/ "Behind the Scenes" featurettes, storyboards, interviews, alternate openings/endings, or commentaries. Delivery of A/V materials shall be on HDCam (if available) with Stereo Comp on Channels 1&2 and Separate Production audio and Music as .wav/. aiff files delivered on DVD.

Promotional and DVD Added Value Materials - If available, delivery of any added value materials for promotional purposes or for the DVD release, including, without limitation, all outtakes, deleted scenes, and trims, soundtracks (whether negative, positive or magnetic) produced for or used in the process of preparing the Pictures, "Making of"/ "Behind the Scenes" featurettes, storyboards, interviews, alternate openings/endings, or commentaries. Delivery of A/V materials shall be on HDCam (if available) with Stereo Comp on Channels 1&2 and Separate Production audio and Music as .wav/. aiff files delivered on DVD.

SHOOTING SCRIPT: one digital copy of the final shooting script of the Pictures.

CONTINUITY/SPOTTING LIST: Combined dialogue action continuity and spotting list containing all spotted dialogue, narration, sound vocals, all opening titles and complete end credits appearing in Pictures and Trailers, as well as a cut-by-cut description of the action of the Pictures in its final form, with footage and frame counts showing footage in, footage out and total duration of each line of dialogue (translated into English if not in English originally).

Copies of all agreements and documents relating to the Pictures not delivered as part of Mandatory Delivery, if freely available to Licensor, delivered with an accompanying English translation if not in English originally; e.g., music licenses, nudity riders, minor confirmations, clip licenses, and if requested, releases, clearances, employment agreements, and location agreements, as may be required by Distributor, including, but not limited to:

- (a) Minor confirmations: If applicable, upon request, and to the extent required by applicable law, all talent agreements for all minors shall be confirmed by the court. In the event that court confirmation is not applicable, a letter from an attorney in the jurisdiction in which principal production took place stating that the agreements are valid, binding and enforceable under the laws of said jurisdiction shall be provided.
- (b) Nudity Riders: If applicable and upon request, all actors appearing partially or wholly nude on-screen, or in simulated sex scenes, must give written consent to such nudity. If Talent Agreements do not include nudity language, Licensor will use its commercially reasonable efforts to obtain signed Nudity Riders (form to be provided by Distributor). However, if an actor is a member of the Screen Actors Guild (SAG), a SAG Nudity Rider must be provided even if language pertaining to nudity appears in Talent's contract.
- (c) Music Licenses - Fully executed synchronization and master use licenses (if freely available to Licensor) on an all media buy-out basis, or such other basis as has been obtained by or for the benefit of Licensor, for each item of licensed music used in the Pictures with the Term stated as "in perpetuity" and the Territory stated as "the world" for each license; evidence of payment to each composer of underscoring on an all media buy-out basis; and evidence of payment under each synchronization and master use license and composer agreement. Licenses and Agreements shall be translated into English if not in English originally.
- (d) Clip Licenses - If clips from other films are used in the Pictures, Licensor shall provide copies of all necessary licenses, or permissions granting the rights to use the clips in the Pictures (translated into English if not in English originally), and a proof of payment for each clip used if freely available to Licensor.
- (e) Releases - If requested, signed releases from all persons identified by name or likeness in the Pictures, who do not have signed contracts, if freely available to Licensor.

CLIP CUE SHEET - A Clip Cue Sheet in English stating for each clip used in the Pictures: the title of the original work, the licensor of the clip, the film footage and running time, and time codes indicating where the clip appears in the Pictures ("ins" and "outs").

Notwithstanding anything contained in this Schedule or this Agreement to the contrary, Licensor understands, acknowledges and agrees that the Delivery Materials delivered to Distributor must, in all respects, contain current, and materially correct and accurate, information, and, further, must be of suitable technical quality to permit Distributor to package, market and sell the Picture. Unacceptable material includes, but is not limited to, outdated or incorrect information, negative film, digital scans of printed materials, and poor duplicate slides and frame grabs taken from the master.