

PROTAGONIST PICTURES LIMITED - DELIVERY SCHEDULE

All materials (except where otherwise indicated) shall be physically delivered to Agent located at 42-48 Great Portland Street, 4th Floor, W1W 7NB (or its designated laboratory) at no cost to Agent.

PLEASE DELIVER ALL DOCUMENTATION ELECTRONICALLY. WHERE ORIGINAL DOCUMENTS ARE REQUIRED, ELECTRONIC SCANNED COPIES SHOULD ALSO BE SUPPLIED.

If any part of the feature contains non-English language dialogue, complete picture elements of both original version and English subtitled versions shall be delivered. Please discuss this prior to delivery.

Agent's animated logo must be included on all feature delivery items.

All delivery items are expected to be QC checked and approved prior to delivery and these QC reports should be delivered to Agent along with each delivery item. Where any delivery item fails Agent's own QC checks, Principal will be responsible for any corrections, re-deliveries and any subsequent QC costs irrespective of the result of Principal's original report.

All delivery items must be clearly labelled and identifiable including all key specification details – any item delivered which does not meet this requirement will be immediately rejected and returned at Principal's cost.

A. – DIGITAL CINEMA MASTERS

1. Digital Source Master (DSM)
Delivery of Linear RGB Rec .709 10 Bit DPX data files on External Hard Drive.
DSM DPX data files to be fully edited and conformed to the final cut and approved theatrical version of the film incorporating all main titles, end titles and any narrative and/or descriptive captions within the film. DSM DPX data files to be fully colour graded per DCI specifications.

In addition, DSM DPX data files on Hard Drive to cover ALL textless background sequences (e.g. without any superimposed lettering) fully colour graded and assembled in continuity order of the Film for the main titles, end titles and any narrative and/or descriptive caption titles.

2. Digital Cinema Distribution Master (DCDM)
Delivery of uncompressed picture files on hard drive as 16 bit XYZ TIFF files, correctly graded for DCI Digital Cinema Distribution Master XYZ specification projection set up – matching section 3.2 in the DCI specification version 1 and subsequent errata updates.
If the Film contains subtitles, idents, captions, dates, names, places or similar, then these are to be supplied in separate film reels as STL files or XML Cinecanvas files matched to sync in Film Reels.

Also on Hard drive - 5.1 Broadcast .WAV files (L,R,C,Sub,LS,RS) in separate reels synchronised with the image files (above) when played back at 24fps.

In addition, DCDM data files on Hard Drive to cover ALL textless background sequences (e.g. without any superimposed lettering) fully colour graded and assembled in continuity order of the Film for the main titles, end titles and any narrative and /or descriptive caption titles - to be supplied as per the above specifications.

3. Digital Cinema Package (DCP)
 Delivery on USB hard drive of a complete Digital Cinema Package in the original version, without certification cards, subtitles etc. (if the original version of the film contains subtitles, these are to be supplied as a separate Version File (VF) on the drive – to enable the Film to run in both Subtitled and Un-subtitled versions in order to manufacture territory specific DCPs.
 DCP to follow conventions in the DCI specifications, to contain JPEG2000 encoded, encrypted and packaged film content containing both picture and audio – created from above DCDM master. DCP must start and end with a frame of black. DCP to be delivered together with master Distribution Key Delivery Message (DKDM) required to unlock the package.
4. Work Materials
 - a. Access to all camera original material shot or recorded by Principal in its originally captured format in connection with the production of the Film. Access to all 'rushes' created by Principal in connection with the production of the Film in whatever tape or file format created.
 - b. Access to all project files connected with the Film.
 - c. Access to all materials created during post production including all photographic and non-photographic materials used to create titles, translations, captions, overlays, opticals or similar.
 - d. Access to any other materials used or created during the shooting and/or post production process of the Film.
 - e. A fully detailed inventory to be delivered covering all the access items listed in this section

B. - SOUND ELEMENTS: All audio masters (unless specified) to be delivered on one USB 3 external hard drive in Protools session 7.4 (or higher) 24 bit 48KHz B Wav files (see additional specifications at the end of schedule).

5. Master Audio Stems– configured as Left/Centre/Right/Left Surround/Right Surround/Sub-woofer in perfect synchronisation with the Original DCDM / DCP masters (reel by reel).
 6-track or multi-track master stems:
 - a. Complete 6-track discrete stereo dialogue
 - b. Complete 6-track discrete stereo music
 - c. Complete 6-track discrete stereo effects
 - d. Complete 6-track discrete stereo Foley
6. 6-track Print master
 5.1-track Print master – configured as Left/Centre/Right/Left Surround/Right Surround/Sub-woofer in perfect synchronisation with the Original DCDM / DCP masters (reel by reel).
7. 2.0-track Print master
 2-track Print master configured as Left total/Right total in perfect synchronisation with the Original DCDM / DCP masters (reel by reel).
8. 6+2-Track Music and Effects Tracks
 5.1-track M&E masters configured as Left/Centre/Right/Left Surround/Right Surround/Sub-woofer in perfect synchronisation with the Original DCDM/ DCP masters (reel by reel). The sound effects shall be 100% fully filled and synchronised. Any contentious dialogue, vocals, songs or similar that may be required for foreign dubbing should be recorded onto a separate track alongside a separate mono guide dialogue track (trks 7&8).

9. 2.0-Track Music and Effects Print master
2-track M&E Print master configured as Left total/Right total in perfect synchronisation with the Original DCDM / DCP masters (reel by reel). The sound effects shall be 100% fully filled.
10. 5.1-Fully Filled Effects
5.1 Filled Effects tracks (no Music) configured as Left/Centre/Right/Left Surround/Right Surround/Sub-woofer in perfect synchronisation with the Original DCDM/ DCP masters (reel by reel). The sound effects shall be 100% fully filled and synchronised.
11. 8-Track Dialogue, Music, Effects and Fully Filled Effects Master (D/M/E/E)
8-track split track master containing separate mixed dialogue (Left only/Right only), mixed music (Left only/Right only); mixed sound effects (Left only/Right only) and Fully Filled Effects (Left only/Right only).
12. 5.1-Track TV Final Mix and TV M&E
5.1-track TV Compressed final mix and 5.1-track TV compressed fully filled music and effects - configured as Left/Right/Centre/Lfe (Sub-woofer)/Left Surround/Right Surround in perfect synchronisation with the Original DCDM/ DCP masters (reel by reel). The M&E sound effects shall be 100% fully filled and synchronised.
13. 2-Track Stereo TV Final Mix and TV M&E
2-track stereo TV compressed final mix and 2-track stereo TV compressed fully filled music and effects configured as Left total/Right total in perfect synchronisation with the Original DCDM / DCP masters (reel by reel). The M&E sound effects shall be 100% fully filled.

NB: please see TV audio spec at the end of the schedule.

14. Source Music and Composer's Score
All Original Composer Score music and Original Source music cues used within the Film supplied both in the time code order they appear in the Film and also supplied as the full Version Original Stereo tracks.
These files should contain the original music recordings without dips or fade outs (L/C/R/LS/RS/Sub/LT/RT (5.1/2.0) - as available).

A time coded log MUST accompany this item, listing each song / piece used in accordance with the music cue sheet.

15. Work Materials - Sound
 - a. Access to all original production dialogue and other recordings in whatever format originally recorded.
 - b. Access to all dialogue units and pre-dubs, all sound effects units and pre-dubs, digital pre-dubs and all music units and pre-dubs.
 - c. Access to all sound and dubbing paperwork.
 - d. Access to all sound track cut outs, outtakes, trims and lifts in whatever format they were originally recorded.
 - e. Access to all Protocols sessions and audio files used for creating each reel of every mix created for the Production.
 - f. A fully detailed inventory list to be delivered covering all the access items listed in this section.

C. – VIDEOTAPE MASTERS (see additional specifications at the end of schedule)

If any part of the Film contains non-English language dialogue, complete picture elements of both original version and English subtitled versions shall be delivered. Please discuss this prior to delivery.

16. One (1) High Definition HDCAM SR 24fps frame rate pillar-box 1.33:1 master manufactured from the original data files with stereo full mix on ch. 1+2 and fully filled stereo music and effects on ch. 3+4 and 5.1 theatrical mix on ch. 5-10. All required textless backgrounds are to be added to the tail.
17. One (1) High Definition HDCAM SR 24fps frame rate digital full frame 1.78:1 master manufactured from the original data with stereo full mix on ch. 1+2 and fully filled stereo music and effects on ch. 3+4 and 5.1 theatrical mix on ch. 5-10. All required textless backgrounds are to be added to the tail.
18. One (1) High Definition HDCAM SR 24fps frame rate digital letterbox 1.85:1 or 2.35:1 master manufactured from the original data files with stereo full mix on ch. 1+2 and fully filled stereo music and effects on ch. 3+4 and 5.1 theatrical mix on ch. 5-10. All required textless backgrounds are to be added to the tail.
19. Apple HD ProRes 4:4:4 24fps frame rate files in each of the ratios 1.78:1, 1.85:1 or 2.35:1 (approx. 150GB each) Each ProRes file must be a direct copy of the appropriate HDCAM SR feature masters, including all channels of audio – to be delivered on one USB 3 external hard drive.

All above Video Masters shall contain the following audio mixes:

Channels 1 and 2 - Full stereo TV (compressed) Original Final Mix
Channels 3 and 4 - Full stereo TV (compressed) fully filled M&E
Channels 5 - 11 - Full 5.1 Theatrical Final Mix

20. QuickTime File
Compression: MPEG-4 AVC/H.264. Frame Size: 1280 x 720. Min Data Rate: >2500kbps. Max file size: 2GB. Audi AAC Stereo 44.1 kHz, 160 kbps. File should be watermarked (opaque and intermittent) with "Property of Protagonist Pictures".
21. Bluray File
1x Bluray ready MPEG file with 5.1 Audio, ready to be used to create watermarked Blurays.

D. – TV / AIRLINE VERSION (If available)

22. TV / Airline Version Alternative takes and Cover Shots
Hard drive containing both picture and audio of all alternative takes, cover shots, alternative dialogue and other material necessary to create the TV and/or Airline version together with full log and/or EDL of all changes necessary to make the TV and/or Airline version.
23. One (1) High Definition HDCAM SR digital full frame 1.78:1 master of the TV and/or Airline version with stereo full mix on ch. 1+2 and fully filled stereo music and effects on ch. 3+4 and 5.1 discrete mix on ch. 5-10. All required textless backgrounds are to be added to the tail.

24. Combined Dialogue / Continuity Spotting List
One (1) hard copy and one (1) electronic copy of the combined dialogue continuity spotting list of the TV and/or Airline version.
25. Music Cue Sheet
One (1) hard copy and one (1) electronic copy of the music cue sheets for the TV / Airline version.
26. Director's Television / Airline Version Letter
A letter from the director of the Film certifying that the Television Version Materials and Airline Version materials delivered to Agent hereunder were prepared under the director's supervision and fully satisfy all rights of approval and / or consultation accorded to the director with respect to cutting and editing the Film for Free Television and Non-Theatrical Exhibition on airlines under all applicable guild and union agreements and the director's contract of engagement.

E. – ELECTRONIC PRESS KIT (EPK)

27. One (1) HD EPK to be delivered on external hard drive, to include edited B-roll/behind-the-scenes footage, plus interviews with key cast and crew, including director, writer, producers. Selected film clips will be added at a later stage. This material will be made available to all distributors for their promotion of the film for its theatric release, as well as for DVD extras. All footage and any music must have the necessary clearances for exploitation worldwide in all media. EPK can also include a 'making of 'featurette at producer's discretion/cost.
(EPK to be supplied in both Texted and Textless version if applicable together with both final Mix and split DME tracks to the extent available).

EPK must include front menu with timings listing its content, including names/roles of each interviewee. Must also include cards detailing the questions asked.

One (1) Low Res QT file must accompany the high res files in order to view and approve the materials.

F. – DVD EXTRAS / BONUS MATERIALS

28. One (1) External Hard drive containing all DVD special feature materials including but not limited to Deleted Scenes; Directors commentary and any additional Special Featurette.
One (1) Low Res QT file must accompany the high res files in order to view and approve the materials.

All DVD Bonus materials must be cleared for worldwide; all media exploitation including any music used together with supporting clearance documentation.

G. – PUBLICITY MATERIALS

29. One (1) set of not less than 100 different colour images, approved by all persons possessing approval rights over such images, comprising both production and special photographs. Images to be numbered appropriately and delivered in the following formats:
- a. TIFFs or RAW files at 300dpi when sized at 10 x 8 inches. Individual file size 10-20 mb.
 - b. Thumb-prints at 500kb per image, all on a single pdf.
 - c. JPEGs at between 2-5mb per image.

Delivery must be accompanied by a full explanatory caption list with numbering, which corresponds, to the images, giving talent names/roles, copyright info, and photographer credit.

30. Agent shall have continuing free access to all original colour photography taken in respect of the Film (with "kills" clearly designated) and may take delivery on a hard drive on a 45 day loan if and when required by Agent (Principal to deliver an access letter in a form to be approved by Agent on Delivery). In no case shall Principal grant any third party exclusive access to any still from the Film or from any shoot without written consent of Agent.
31. One (1) electronic copy of production notes for the film, to include:
 - e. biographies of each of the above line actor, writer, composer and director and key crew, with all copies of approvals of all such persons having biographical approval.
 - f. Long (c. 1000 words) and short (c. 150 words) synopsis of the film
 - g. Production story giving the genesis and background to the project, incorporating interviews with key personnel (cast and crew), covering key aspects of the film and any special interest angles - location / music / influences / financing etc etc
 - h. Full front and end credits from the film
 - i. Running time and copyright notice
32. Name and Likeness Statement. One (1) electronic copy of complete typewritten statement of any and all restrictions, obligations and consents relating to the name and likeness of all cast and crew.
33. Talent Restrictions and Obligations Statement. One (1) electronic copy of a type written statement of any and all Cast and Crew restrictions, obligations and consents relating to the publicity of the Film.

H. - MUSIC DOCUMENTS

34. Music Cue Sheet
One (1) electronic copy of the music cue sheet in a form approved by Agent showing all music synchronised with the Film and each Trailer, including but not limited to the titles, composers, publishers, applicable performing societies (eg. ASCAP, BMI), form of usage (eg. instrumental, background etc.), in and out of context use and timings.
35. Licences
Certified copies of signed long form synchronisation licences, master use licences, library licences, and composer agreements authorising the use of all music and lyrics for the applicable running time in the Film in perpetuity throughout the universe in all media now known or hereafter invented, including the rights to use the music and lyrics in trailers, advertising and publicity. Principal shall use its best efforts to clear out of context trailer advertising and publicity use. Each such agreement shall preclude the grantor from terminating the agreement or from seeking injunctive or other equitable relief to retain the exploitation of the Film in connection with any breach or alleged breach of such agreement.
36. Personal Services and Composer Contracts
Clear and legible copies of all agreements or other documents relating to the engagements of music personnel in connection with the Film including, without limitation, those featured artists, composer, music supervisors, conductors and related technicians.
37. Music Publishing Rights
Clear and legible copies of all agreements conveying to Principal the exclusive, perpetual and worldwide right to own, copyright, administer, distribute, sell grant licenses to use and

perform the music and/ or lyrics of all original musical compositions as well as the underlying background score embodied in the soundtrack of the Film.

38. Dolby Contract (if applicable)

A clear and legible copy of the fully executed contract or agreement with Dolby licensing the stereo process of the Film, and if applicable, a clear and legible copy of the agreement for the licence of SDDS and/ or DTS authorising the use of such sound system.

I. – GENERAL DOCUMENTS

39. Delivery checklist as listed at the end of this Delivery Schedule.

40. Combined Dialogue/ Continuity Spotting List

One (1) electronic copy of the combined final dialogue action continuity and spotting list containing all spotted dialogue, narration, sound vocals, all opening titles and end credits appearing in the Film, as well as a cut-by-cut description of the action of the Film in its final form, with footage and frame counts showing footage in, footage out and total duration of each line of dialogue.

If the Film or any part thereof was recorded in a language other than English, the list shall contain a literal English translation and a spotted subtitle list.

If the film requires English language Subtitles, full STL and Word subtitle files will be delivered containing the fully approved English subtitles. These files will be timed and configured for use with all picture elements in this schedule. If necessary, multiple STL and Word files will be delivered exactly conforming to the different picture formats (i.e 35mm film; HD videotape; Digi Beta videotape etc.).

41. Laboratory Access Letters

One (1) Laboratory Access Letter for each laboratory or sound facility where key elements and all access elements hereunder are located in a form approved by Agent.

42. MPAA / Title Registration (if applicable)

- a. A certificate evidencing the rating from the Motion Picture Association of America, Inc. ("MPAA") Code And Rating Administration which is not more restrictive than that specified in this Agreement. If the certificate is not available at the time of delivery, evidence of submission and payment to CARA will be accepted until the certificate is available.
- b. Evidence that the Film's title has been registered under the rules of the MPAA Title Registration Bureau and that, pursuant to such registration procedures, Principal has the right to use the Film's title.

43. Chain of Title

- a. Clear and legible copies of all licences, contracts, and assignments from the proper parties permitting the use of any literary, dramatic and other materials of whatever nature used in the production of the Film and all chain of title documents from the original rights holder through to the Principal relating to Principal's acquisition for all necessary rights in and to the Film and any and all underlying materials upon which the Film is based.
- b. One (1) recent (i.e. no more than three (3) months old) Copyright Research Report and a recent Copyright Title Report issued by Thomson & Thomson, or a similar pre-approved company, for the Film.

44. Personal Services Contracts

Copies of fully signed writers, producers, directors, director of photography, editors, production designers, cast, crew, production, chain of title (i.e. all agreements evidencing Principal's proper ownership and permitting the use of any and all literary, dramatic, musical and other material used in the production of the Film or upon which the Film and/or screenplay is based, together with certificates of authorship and proof of payment in connection with the acquisition of the rights in and to such material and the exercise of all options related thereto), clip, location, product placement, and photographic release agreements. The agreement with the Director shall provide that the Director irrevocably waives any right to object to the panning and scanning of the Film or the editing of the Film for the purposes of television or airline exploitation worldwide.

45. Negative Cost Statement

An itemised statement of the final negative cost of the Film, certified as being true, correct and complete by an authorised officer of Principal and an independent chartered accountant and a budget top sheet from the final budget of the Film showing the components of negative cost and any adjustments thereto.

46. Short Form Representation Agreement

A signed and notarised original Short Form Representation Agreement or instrument of transfers conveying the right to Film to Agent.

47. E&O / Insurance

- a. To be delivered no later than commencement of principal photography on the Film, one certificate of the Errors and Omissions insurance policy for the Film issued by a carrier approved by Agent, fully prepaid for 4 years commencing upon principal photography and providing for 30 days prior written notice to Agent in the event of any revision, modification or cancellation), with the following endorsement: "Protagonist Pictures Limited, its officer, directors, employees, agents, assignees, licensees, successors, subsidiary companies, related or affiliated companies, shareholders and nominees", naming them as additional insureds with coverage amounts not less than US\$1,000,000 with respect to any one claim relating to the Film and US\$3,000,000 with respect to all claims relating to the Film in the aggregate, provided that the policy form allows for defence cost to be outside the aforesaid minimums (but in the event that the defence costs are included with the aforesaid minimums, then the policy shall be for a minimum of US\$3,000,000 with respect to any one claim relating to the Film and US\$5,000,000 with respect to all claims relating to the Film in the aggregate). The policy shall have a deductible not to exceed US\$10,000.
- b. The application form delivered to the insurer on which the policy referred to in item 53a. was based.

48. Short Form Chain of Title

Five (5) original signed and notarised short form Chain of Title in a form to be approved by Agent.

49. US Copyright Registration

- a. One (1) original certificate of the United States Copyright Registration for the Film, or if not yet available, a copy of the application thereof accompanied by the letter of transmittal to the U.S. Copyright office.
- b. One (1) original certificate of the United States Copyright Registration for the screenplay, or if not yet available, a copy of the application thereof accompanied by the letter of transmittal to the U.S Copyright Office.

50. Certificates

- a. Six (6) signed and witnessed by a solicitor original Certificates of Origin.
- b. Six (6) signed original Certificates of Nationality certified by the official applicable government body in the country of origin.
- c. Six (6) signed and witnessed by a solicitor original Certificates of Authorship.
- d. Six (6) signed and witnessed by a solicitor original Director's Certificates.

51. Credits

- a. One (1) complete typewritten statement and one electronic copy of screen and advertising credits obligations, restrictions and approval rights applicable to the Film (the "Credit Statement") and clear and legible copies of all contracts or contractual provision pertaining to credits pursuant to which any person or entity is entitled to receive credit on screen. The Credit Statement shall include verification of the credits set forth therein by the appropriate guilds.
- b. One (1) typewritten copy of the final main and end title of the Film as they appear on the original negative.
- c. One (1) sample billing block (bromide and electronic, including all applicable logos) approved by Agent.
- d. One (1) typewritten statement of paid ad credit obligations applicable to the Film (the "Paid Ad Credit Statement") setting forth the names of and Principal's credit obligations toward all persons to whom Principal is contractually obliged to accord credit in connection with the Film in any paid advertising, in paperback books, on sound recordings, on videocassette packages, or similar including wording that indicates the exact placement, wording and size of each paid advertising credit. The Paid Ad Credit Statement shall include excerpts of any restrictions and / or requirements regarding: I) use of names in connection with the so-called "artwork title"; and II) use of the name and / or likeness of any person rendering services in connection with the Film. The Paid Ad Credit Statement shall include verification of the credits set forth therein by the appropriate guilds, if applicable.
- e. Camera-ready first class quality stats of any and all logos to appear in paid advertising.

52. Dubbing Restrictions

One (1) complete typewritten statement of any and all restrictions on dubbing the voice of any performer, including, without limitation, dubbing dialogue in a language other than the language in which the Film was recorded.

53. Editing restrictions

One (1) complete typewritten statement setting forth all restriction on editing the Film and any third party approval rights or restrictions such as director's editing rights, video master consultation and approval rights or similar.

54. Stock Footage / Clips

Clear and legible copies of all valid and subsisting licence agreements from all proper parties permitting the use of any stock footage or film clips used in the Film and granting the Principal worldwide and perpetual use of such footage.

55. IATSE Seal

If any part of the Film is produced in the United States, the seal of the International Association of Theatrical and Stage Employees (IATSE) and a copy of Principal's agreement to use such seal.

56. Guild

- a. Guild Affiliation Statement

One (1) complete typewritten list of all union, guild or federation agreements to which Principal is a party.

- b. Screen Actors Guild ("SAG")
If the Film was produced under the jurisdiction of SAG, Principal must deliver copies of the SAG Final Cast Report covering all actors engaged in connection with the production of the Film including, but not limited to all actors providing looping and voice over services.
- c. Director's Guild of America ("DGA")
If the Film was produced under the jurisdiction of the DGA, Principal must supply the name, social security number, loan out information and job description of all DGA members engaged on the Film and a letter from the DGA approving I) the final list of screen credits for the Film submitted to the DGA pursuant to Article 8-201 of the DGA Basic Agreement; and, if appropriate, II) the credits included in the paid advertising campaign material submitted to the DGA pursuant to Article 8-210 of the DGA Basic Agreement.
- d. Writer's Guild of America ("WGA")
If the Film was produced under the jurisdiction of the WGA, Principal must supply the name, social security number, loan out information of all WGA members engaged on the Film, the Notice of Tentative Writing Credit delivered to the WGA, and if writing credits were subject to a WGA credit arbitration, a copy of the WGA's final determination of WGA credits on the Film as determined by the WGA Credits Committee.
- e. American Federation of Musicians ("AF of M")
If the Film was produced under the jurisdiction of the AF of M, one (1) copy of all contracts for all AF of M members engaged on the Film.

57. Residuals

- a. One (1) letter signed and certified to be true and correct from the Principal or the director setting forth all domestic and foreign unions and guilds whose members rendered services of the Film.
- b. All documents and information necessary for Agent to comply with all residual obligations.

J. – WORK MATERIALS

Access to (but not limited to) all the following digital work materials:

- 58. The original outtakes, trims and lifts, actor's screen tests, if any, and all other materials photographed or recorded by Principal in connection with the production of the Film together with a detailed schedule listing all such items.
- 59. All soundtrack outtakes, trims and lifts.
- 60. All original production dialogue or other recording, all dialogue units and pre dubs, all sound effects units and pre dubs, all music units and pre dubs.
- 61. A copy (both hard copy printout and computer readable media) of all Edit Decisions Lists, logs and other databases created during post production.
- 62. The original lined or cutting script (with notes) prepared by the script supervisor concurrently with the production of the Film as well as any other documents, notes, logs or reports prepared by the script supervisor and used during post production. Delivery of final shooting script.
- 63. A complete detailed inventory of all editorial film materials (film and sound) used or manufactured during post production of the Film and indicating the contents and carton or box number of each carton or box packed upon completion of the Film.

K. – TRAILER (IF CREATED)

Delivery of one (1) complete set of Trailer elements – as follows:

64. DCP master of the finished fully graded trailer, complete with final titles; effects and credit block (conforming to all DCP specifications). DCP should be 'open' without any encryption restrictions.
65. 1x HD ProRes 1080/24p 4:2:2 file of trailer of both texted & textless passes
Both passes must contain the following audio track configuration:
5.1 Mix (configured L/C/R/Ls/Rs/Lfe), Stereo Mix (Configured Lt/Rt), 5.1 M&E (Configured L/C/R/Ls/Rs/Lfe) and stereo M&E (Configured Lt/Rt)
66. The following audio elements are to be delivered on USB 3 external hard drive as Protools files:
 - a. 6trk Final Mix Master – 5.1 final mix configured L/C/R/Ls/Rs/Lfe.
 - b. 2trk Final Mix Master – stereo final mix configured Lt/Rt.
 - c. 6trk M&E master – 5.1 music and effects configured L/C/R/Ls/Rs/Lfe with 100% fully filled effects.
 - d. 2trk M&E Master – stereo final mix configured as Lt/Rt with 100% fully filled effects.
 - e. 6trk stereo DME Final Mix Stem masters – 5.1 dialogue; 5.1music and 5.1 effects stems configured L/C/R/LC/RS/SW (plus Narration Stem if required).
67. 2 x QuickTime Files of Trailer – (1 x HD Quality 1920 x 1080; 1 x Compressed Emailable file of trailer).
68. Trailer dialogue script fully timed and spotted.
69. Trailer music cue sheet.
- 70. Fully executed Music Licence clearly defining the rights granted.** All music in the trailer must be cleared for use Worldwide in ALL MEDIA now known or hereinafter devised in perpetuity. For the avoidance of doubt the music synchronisation licences need to provide for the exploitation of the Internet Rights as defined under this Agreement by means of streaming AND downloading.

Important Note:

All the above elements (action and sound) MUST conform to the final finished trailer.
All audio items should be delivered with a film speed of 24fps and time code of 25fps with a sample rate @ 48Khz.

DELIVERY SPECIFICATION

Agent reserves the right to reject any masters that fail quality assessment. In this event, the Principal shall be liable for the cost of all the required amendments and subsequent QC reports.

Video Tape Specifications: If English subtitles are required, please remember that both English subtitled masters and unsubtitled masters will be required.

Each High Definition Master shall be manufactured from the DPX data files used in the digital intermediate process, scanned at 1080 / 24P with 4:4:4 colour space together with the following sound configuration:

Channels 1 and 2 - Full stereo TV (compressed) Original Final Mix
Channels 3 and 4 - Full stereo TV (compressed) fully filled M&E
Channels 5 - 11 - Full 5.1 Theatrical Final Mix

(For details of TV mix specifications, please see below)

Textless backgrounds for the main, end and insert titles shall appear sixty (60) seconds after the end of the feature on each video master. The Textless background materials to begin 60 seconds after end of program on each of the video masters in the appropriate ratio format (Letterbox, Full Frame, etc.). The time code for the Textless backgrounds should match the time code of the corresponding portion of the program, and should be frame accurate.

Please note that all High Definition masters must have identical timecodes. All video levels must be within normal broadcast specifications (i.e. luminance should not peak over 700 mv, no sub blacks, high chrominance).

All titles (including main titles, end titles, captions etc.. must be within the safe title area.

The first frame of picture must be on the hour (i.e. 10.00.00.00).

Line-Up / Head Format:

09.56.50.00	Black
09.57.50.00	Colour bars and tone
09.58.50.00	Slate
09.59.00.00	Black
10.00.00.00	Program

Overlap requirement: No

Audio Specifications

All audio masters must be delivered with a film speed of 24fps (if that is the speed at which the film was shot) and with a time code of 25fps with tones of 1KHz @ -20dBFS and a sample frequency of 48KHz (unless requested differently). All Protocols files must be format 6.0 or higher.

Each reel must be formatted in standard 2000ft reel lengths have accurate alignment tones and all head and tail sync pops. All M&E and Printmasters MUST have EOR o/laps. All sound files must be fully labeled detailing all track configurations.

Special Note for TV mix and TV M&E:

The TV audio mix must be according to EBU Broadcast Specs and be R128 Loudness complaint

The audio line up must be recorded at 18db (PPM4) below maximum record level. Audio levels throughout the recording must not exceed +8db (PPM6) above the line up level. As a guide, general conversation levels should range between +/- 2db. Whispers etc.. should be around - 8db. Explosions, shouts etc... must be around but never exceed +8db. However, great care must be taken not to over compress the levels, which could result in rejection.

DCCDM – Specifications:

Image Files:

Uncompressed picture files split by film length on separate Hard drives or partitions, as active picture area uncompressed 16bit gamma corrected X'Y'Z TIFF files (to the following images sizes supplied at a frame rate of 24fps and correctly graded for DCI P3 specification set up.

2k Scope = 2048 x 858
2k Flat = 1998 x 1080

4k Scope = 4096 x 1716
4k Flat = 3996 x 2160

If the resolution of the material is less than 16bits, the least significant bits should be padded with zeros (i.e. 12bit data with 4LSBs set to zero, Big Endian). There shall also be a directory or folder that contains all frames for that reel or could be split into sub folders but only as A/B film reels. Each reel shall have a leader (preferably 192 frames) with a frame identifying the '2 pop' that is 48 frames before the first frame of action.

The file format shall be single *.tiff files per frame. The file names shall include the name of the feature (or abbreviated name), the reel number and the frame number. The reel number within the file name shall be specified such that when listing the files within a directory or folder, the frame files are listed in frame sequential order (i.e. frame 1 shall have enough leading zeros and the file name shall not contain any spaces ('white space')). Some acceptable examples are: Title_r1_00001.tiff, Title.r1.00001.tiff, Title_r1_12345.tiff and Title.r1.21452.tiff). The directory or folder name shall include only alpha-numeric characters, dashes (-) and underscores (_). The directory or folder name shall not contain any spaces ('white spaces'). There shall also be a document or spreadsheet with the reel list of information - listing/containing as follows:

Reel Name / First Frame of Action frame number / Last frame of action frame number / Duration of action / Running total number of frames / First frame of action time-code / Last frame of action time-code

(please note that First frame of action and last frame of action are inclusive)

Audio Files:

Deliver 5.1 broadcast WAV files (L,R,C,Sub,LS,RS) using 24 bits per sample, a sampling frequency of 48Khz, audio reference level should be -20dBFS. Each audio track should be supplied as a separate single channel WAV file and as an interleaved 5.1 broadcast WAV file, with the file name clearly indicating the reel and the audio track. Audio must be prepared so that it will synchronise with the image files above, when played back at 24fps.

Subtitles and Caption Files:

All Subtitle and caption files should be supplied in separate film reels as STL or XML Cinecanvas files matched to sync in Film Reels. Only caption files are required of the texted sections of the Film if the Film is in the English language.

Audio Description Files (if available):

Audio description files should be supplied in separate film reels as a separate set of synchronous single channel WAV files to match the running speed of picture files.

ITEM NUMBER	NAME	DELIVERY LOCATION	DUE DELIVERY DATE	DELIVERY DATE
A	DIGITAL CINEMA MASTERS			
1	Digital Source Master (DSM)			
2	Digital Cinema Distribution Master (DCDM)			
3	Digital Cinema Package (DCP)			
4	Work Materials - Picture			

C	SOUND ELEMENTS			
5	Master Audio Stems			
6	6-track Print Master			
7	2.0-track Print Master			
8	6+2-Track Music and Effects Tracks			
9	2.0-track M&E Print Master			
10	5.1 Fully Filled Effects			
11	8-track D/M/E/E			
12	5.1-track Stereo TV Final Mix & TV M&E			
13	2-Track Stereo TV Final Mix & TV M&E			
14	Source Music & Composer's Score			
15	Work Materials - Sound			

D	VIDEOTAPE MASTERS			
16	HDCAM SR Pillar-box 1.33:1			
17	HDCAM SR Full Frame 1.78:1			
18	HDCAM SR Letterbox 1.85:1 or 2.35:1 (as applicable)			
19	Apple ProRes HD			
20	QuickTime File			
21	Bluray Screener			

E	TV/ AIRLINE VERSION			
22	TV/ Airline Version Alternative takes & cover shots			
23	HDCAM SR Full frame 1.78:1			
24	Combined Dialogue/ Continuity Spotting list			
25	Music Cue Sheet			
26	Director's Television / Airline Version Letter			

F	ELECTRONIC PRESS KIT			
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27	HDCAM SR, ProRes and Low Res QT file EPK materials			
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G	DVD EXTRAS/ BONUS MATERIALS			
28	Hard drive containing all DVD/ Bonus materials			

H	PUBLICITY MATERIALS			
29	Set of 100+ Stills			
30	Colour Photography			
31	Production Notes			
32	Name and Likeness Statement			
33	Talent Restrictions & Obligations Statement			

I	MUSIC DOCUMENTS			
34	Music Cue Sheet			
35	Licenses			
36	Personal Services and Composer Contracts			
37	Music Publishing Rights			
38	Dolby Contract			
J	GENERAL DOCUMENTS			
39	Delivery Checklist			
40	Combined Dialogue / Continuity Spotting List			
41	Laboratory Access Letters			
42	MPAA/ Title Registration			
43	Chain of Title			
44	Personal Services Contracts			
45	Negative Cost Statement			
46	Short form Assignment			
47	E&O Insurance			
48	Short Form Chain of Title			
49	US Copyright Registration			
50	Certificates			
51	Credits			
52	Dubbing Restrictions			
53	Editing Restrictions			
54	Stock Footage/ Clips			
55	IATSE Seal			
56	Guild			
57	Residuals			

K	WORK MATERIALS			
58	Original outtakes			
59	Soundtracks			
60	Production Dialogue/ Other recordings			
61	Edit Decision Lists & logs			
62	Lined/ Cutting Script with notes			
63	Inventory of editorial film materials			

L	TRAILER			
64	DCP			
65	Apple ProRes			
66	Sound Elements			
67	QuickTime Files			
68	Dialogue Spotting List			
69	Music Cue Sheet			
70	Music License			