

# LARGO.AI CONTRACT

Date:

This short form contract contains the agreement of the parties as follows:

COMPANY	CUSTOMER
<b>Name:</b> Largo Films SA <b>VAT number:</b> CHE-173.625.722	<b>Name:</b> <b>VAT number:</b>
<b>Address:</b> EPFL Innovation Park, Building I, 1015 Lausanne, SWITZERLAND	<b>Address:</b>
<b>Authorized Rep:</b> Sami Arpa / CEO	<b>Authorized Rep:</b>
<b>Phone:</b> +41 78 908 7502 <b>e-mail:</b> info@largofilms.ch	<b>Phone:</b> <b>e-mail:</b>

This Subscription Agreement (the "Agreement") is entered into by and between the Company and the Customer.

## 1. Subscription:

Subject to the terms and conditions of this Agreement, the Company agrees to provide the Customer with access to the Company's proprietary SaaS Platform (the "Platform") during the subscription term (the "Term"), according to the selected subscription package (the "Subscription Package") specified in the Annex attached to this Agreement (the "Annex"). The terms, pricing, and subscription details of the Subscription Package shall be set forth in the Annex.

## 2. Term:

- a) The Term of this Agreement shall commence on the date of signature of the contract by the Customer and shall continue for a period of 1-Year (the "Initial Term"), as specified in the Annex. This Agreement shall automatically renew for successive 1-Year periods (each a "Renewal Term"), unless either party gives the other party written notice of non-renewal at least 30 Days prior to the end of the then-current term.
- b) Either party may terminate this Agreement with immediate effect upon written notice to the other party in the event that the other party becomes insolvent, is the subject of a petition



in bankruptcy or of any other proceedings under bankruptcy, insolvency or similar laws or makes an assignment for the benefit of its creditors.

- c) Upon termination or expiration of this Agreement for any reason, neither party nor any other person, shall be entitled to any compensation, damages, indemnity, commissions, goodwill payment or any other amount for any cause arising directly or indirectly from such termination or expiration, provided that nothing in this Section shall prevent a party from seeking damages and/or other available remedies in the case of a breach of this Agreement by the other party.
- d) The company may include the Customer's title in its public portfolio, but it may not disclose any details about the customer's projects to third parties without the customer's written permission. If the Customer is the producer of a movie that is analyzed on the Platform, the Customer must include the company in the "end credits roll" of the movie with the title and services provided.

### 3. Fees:

In consideration for the subscription to the Platform, the Customer shall pay the Company the following fees set forth in the Annex.

- a) Down-payment: The Customer shall pay a one-time down payment of at the start of the subscription, as set forth in the Annex.
- b) Conditional Fee: In addition to the down-payment, the Customer shall pay a conditional fee to the Company in the event that one or more films analyzed on the Platform are successful, as set forth in the Annex.
  - o The success of a film shall be determined based on the type of Customer as the following:
    - i. **Conditional Fee for Producer:** If the Customer is a producer, the Conditional Fee shall be due in the event that one or more films of the producer at the development or pre-production stage go into production (the "Production Success"). If the producer film is at the production or later stage at the time of analysis, the success fee shall be due in the event that the film is released and the producer makes a positive gross profit (the "Distribution Success"), which will be considered as the sum returned by Distributors, Sales Agents, or Buyers to the Customer.
    - ii. **Conditional Fee for Distributors, Sales Agents, and Others:** If the Customer is a distributor, sales agent or other, the success fee shall be due in the event that the film is released and the producer makes a positive gross profit (the "Distribution Success"), which will be considered as the sum returned to the Customer by the buyer.
  - o 30 days before the end of each subscription year, the Initial Term, or the Renewal Term, the Customer must report the progress of films and pay the Conditional Fee

if the success terms are met. The Company may request the audited accounts of the Customer.

- To protect the Customer, the Conditional Fee cannot exceed 1% of the Production budget or 1% of Gross profit. In such a case, the Customer will pay 1% of the total production budget and/or gross profit instead of the total Conditional Fee. If the Conditional Fee is not fully paid during the Term, the remaining part of the Conditional Term will be due for an additional year. 30 days before the end of the consecutive year, the Customer must report the progress of films and pay the remaining Conditional Fee if the success terms defined in this clause are met. If the success terms are still not met, or if 1% of the total success is less than the total Conditional Fee at the end of the second year, the total or remaining part of the Conditional Fee will be canceled and will no longer be due from the Customer.
  - During the Renewal Terms, a movie can only be used for one type of success criteria once, such as "Production Success" if it is analyzed prior to Production, or "Distribution Success" if it is also analyzed prior to Distribution. The same success criteria cannot be applied more than once to the same movie during different terms at successive renewals of the contract.
- c) The Fee specified in Annex is excluding VAT but payment of all income tax and other taxes which may be due in connection with the payments hereunder shall be the sole responsibility of the Largo Films SA. The Customer shall pay all invoices within 30 days from the date of invoice receipt.

#### **4. Intellectual Property:**

- a) The Platform and all intellectual property rights related to the Platform, including but not limited to patents, trademarks, and copyrights, are the sole and exclusive property of the Company.
- b) The Customer shall not use the Platform or any related intellectual property for any purpose other than as expressly permitted by this Agreement. The Customer is granted a limited, non-exclusive, non-transferable license to use the results obtained from the Platform for the purpose of presenting the Customer's projects to external parties.
- c) The Customer shall retain all intellectual property rights or permissions in any content uploaded to the Platform, including but not limited to movie scripts and video footage. The Customer is solely responsible for ensuring that it has the right to use such content for the purpose of making analysis on the Platform.
- d) The Company shall have no liability for any infringement of intellectual property rights arising from the Customer's use of the Platform. The Customer shall not use the results obtained from the Platform for any purpose other than as expressly permitted by this Agreement.

#### **5. Confidentiality:**

Each party shall:

- a) treat all content shared within the scope of this agreement as confidential;
- b) maintain tangible Confidential Information in a secure location;

- c) not use any Confidential Information for any purpose other than in accordance with this Agreement;
- d) not disclose Confidential Information to any person other than its and its Affiliates' employees and contractors, who have a strict need to know such Confidential Information; including but not limited to data science and analytics team and
- e) notify the other party immediately if it is requested or required to disclose any Confidential Information to a third party in connection with any civil or criminal investigation or any judicial or administrative proceeding so that the other party may if it so chooses to seek an appropriate protective order.
- f) The Company will accept the Rough Cut and Fine Cut of the films data if they are in low resolution (SD) and have a distribution watermark on the video content.

## **6. Warranty Disclaimer:**

The Platform is provided "as is" and the Company makes no representations or warranties, express or implied, regarding the Platform or its use or performance. The Company specifically disclaims any and all warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

The predictions made by the Platform are based on the parameters selected by the Customer. The Company shall have no liability for any financial loss or damages arising from decisions made by the Customer or any third party based on such predictions. The Company makes no representations or warranties, express or implied, regarding the accuracy of the predictions made by the Platform. The Customer acknowledges and agrees that the Platform is provided "as is" and that the Company specifically disclaims any and all warranties, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Customer shall indemnify and hold the Company and its affiliates, officers, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Customer's use of the Platform or reliance on the predictions made by the Platform.

## **7. Indemnification:**

The Customer shall indemnify and hold the Company and its affiliates, officers, agents, and employees harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Customer's use of the Platform, the violation of this Agreement by the Customer, or the infringement by the Customer of any intellectual property or other right of any person or entity.

#### **8. Termination:**

Upon termination or expiration of this Agreement for any reason, neither party nor any other person, shall be entitled to any compensation, damages, indemnity, commissions, goodwill payment or any other amount for any cause arising directly or indirectly from such termination or expiration, provided that nothing in this Section shall prevent a party from seeking damages and/or other available remedies in the case of a breach of this Agreement by the other party.

#### **9. Governing Law:**

This Agreement shall be governed by the laws of Switzerland without regard to its conflicts of laws provisions. The parties consent to the jurisdiction of the competent court of Lausanne, Canton of Vaud, Switzerland for the adjudication of any disputes arising under this Agreement.

#### **Additional Remarks:**

**Customer:**

Date:

Signature:

**Company:**

Date:

Signature:

# ANNEX

The fees and services in this contract will be only applicable for the selected subscription package. The selected package is indicated with the checked column from the first row of the following table:

SELECTED SUBSCRIPTION PACKAGE	STANDARD- 1	STANDARD- 2	STANDARD- 3	STANDARD- 4	STANDARD- 5
	<b>\$12000</b> YEARLY LICENSE FEE				
<b>Down-payment / Year</b>	\$ 1'188	\$ 2'388	\$ 3'588	\$ 5'988	\$ 11'988
<b>Conditional Fee / Year</b>	\$ 10'812	\$9'612	\$ 8'412	\$ 6'012	\$0

AI ANALYSIS from script or video	Genre analysis Demographics Age suitability Character analysis Casting prop. Similar films Financial forecasts	Genre analysis Demographics Age suitability Character analysis Casting prop. Similar films Financial forecasts	Genre analysis Demographics Age suitability Character analysis Casting prop. Similar films Financial forecasts	Genre analysis Demographics Age suitability Character analysis Casting prop. Similar films Financial forecasts	Genre analysis Demographics Age suitability Character analysis Casting prop. Similar films Financial forecasts
# Projects / Monthly Limit	1	2	3	6	No limit
# Analysis / Monthly Limit	3	6	9	12	No limit
# Projects / Yearly Limit	12	12	36	36	36
# Analysis / Yearly Limit	36	36	36	36	36

LARGO.AI MARKET	STANDARD - 1	STANDARD - 2	STANDARD - 3	STANDARD - 4	STANDARD - 5
View Projects	✓	✓	✓	✓	✓
Publish Projects	x	✓	✓	✓	✓
Pitching at Market Events	x	✓	✓	✓	✓

CREATIVE LAB	STANDARD - 1	STANDARD - 2	STANDARD - 3	STANDARD - 4	STANDARD - 5
Search and Com. Films & Series	✓	✓	✓	✓	✓



Search and Compare Actors	✓	✓	✓	✓	✓
Search Distributors	✓	✓	✓	✓	✓
AI Match: Actors, Films & Distributors	✓	✓	✓	✓	✓

PACKAGING TOOLS	STANDARD - 1	STANDARD - 2	STANDARD - 3	STANDARD - 4	STANDARD - 5
Comparables management	✓	✓	✓	✓	✓
Casting Management	✓	✓	✓	✓	✓
Financials Management	✓	✓	✓	✓	✓
AI Based Comps, Casting, and Financials	✓	✓	✓	✓	✓

OTHERS	STANDARD - 1	STANDARD - 2	STANDARD - 3	STANDARD - 4	STANDARD - 5
#User for the Account	1	1	2	2	3
Free Monthly Consulting with Data Scientist	1 hour	1 hour	1 hour	2 hours	2 hours
Minimum Term for Contract	1 year	1 year	1 year	1 year	1 year
ON-DEMAND: Additional Analysis Cost	x	\$ 100	\$ 100	\$ 100	\$ 100
ON-DEMAND: Additional Project Cost	x	\$ 400	\$ 400	\$ 400	\$ 400
ON-DEMAND: Custom Actionable Insights Report	x	\$ 5'000	\$ 5'000	\$ 5'000	\$ 5'000
ON-DEMAND: Additional Consulting / Hour	x	\$ 250	\$ 250	\$ 250	\$ 250