



Tom,

Here is a fully executed
copy of the BFM agreement for
your records.

Best,
Kasey

12650 Riverside Dr. #203 • Valley Village • CA 91607 • U.S.A.
tel: (818) 762.0191 • fax: (818) 762.1652 • www.bfmdigital.com

MOTION PICTURE REPRESENTATION AGREEMENT

This Agreement is entered into as of June 20, 2011 (the "Effective Date") between **NPC Digital, LLC**, with offices at P.O. Box 2808, Orlando, FL 32802 ("RIGHTS HOLDER") and **BFM Digital, Inc.**, a California corporation with offices at 12650 Riverside Drive, #203, Valley Village, CA 91607 ("BFM").

Therefore, in consideration of the mutual covenants set forth below and for other good and valuable consideration, the parties agree as follows:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement:
 - a. "Artwork" means album cover artwork and any other artwork relating to RIGHTS HOLDER Motion Picture(s) that RIGHTS HOLDER provides to BFM as well as any Compilations created during the Term. Any artwork that is provided by or on behalf of RIGHTS HOLDER to BFM before or during the Term will be deemed to have been cleared by RIGHTS HOLDER unless RIGHTS HOLDER promptly notifies BFM in writing to the contrary. Any Artwork created by BFM ("Custom Artwork") shall be subject to RIGHTS HOLDER's prior approval. All costs related to the design, creation and printing of Custom Artwork shall be the sole responsibility of RIGHTS HOLDER and BFM shall be reimbursed for all such costs within thirty (30) days of presenting an invoice documenting such costs.
 - b. "Motion Picture(s)" means a length of an audiovisual film or video, with or without recorded sound, bearing a sequence of images that create the illusion of movement when projected in rapid succession including, but not limited to, films, movies, documentaries, and television shows. Motion Picture(s) shall further be defined as such audiovisual products that RIGHTS HOLDER has made available to BFM during the Term that and has designated for digital distribution in accordance with this Agreement as indicated in the attached Schedule A, or such Motion Picture(s) that shall follow subsequent to the execution to this Agreement, said schedule to be updated from time to time.
 - c. "Distributor" means any Retail Site, Internet sites, on-line services, telecommunication companies, wireless companies and other entities that sell, distribute, transmit, broadcast, perform or otherwise exploit digitally the Motion Picture(s) via the Internet, downloading, streaming or via other forms of digital dissemination of audio or audio-visual products now known or developed during the Term, such as, without limitation, digital kiosks, mobile phones, wireless services, interactive or non-interactive web radio, and memory devices.
 - d. "Metadata" means album or artist written information including but not limited to liner notes, reviews, artists comparisons and album credits and any other written information in digital form relating to RIGHTS HOLDER Motion Picture(s) that RIGHTS HOLDER provides to BFM. The Metadata shall minimally include the information indicated in Schedule "B" which is attached to and made part of this Agreement. Any metadata that is provided by or on behalf of RIGHTS HOLDER to BFM before or during the Term will be deemed to have been cleared by

RIGHTS HOLDER unless RIGHTS HOLDER promptly notifies BFM in writing to the contrary.

- e. "Retail Sites" means any retail website or service owned or operated by BFM, its licensees, subsidiary sub-licensees or assigns. By agreeing to this Agreement, any sound recordings that RIGHTS HOLDER designates will be made available for digital distribution by BFM and its Distributors according to the terms of this Agreement.
- f. "Term" means the period beginning on the initial delivery of Motion Picture(s) to BFM ("Initial Delivery") and ending on the first day following the third anniversary of the Initial Delivery, after which such Term shall automatically renew for successive one-year periods unless either party provides no less than thirty (30) days written notice prior to the expiration date of the Term of their intention not to renew.
- g. "Territory" means worldwide.
- h. "Video Master" or "Video Masters" means any digital or analog copy of any and all audiovisual recordings that are owned and or controlled by RIGHTS HOLDER during the Term of this Agreement along with associated Metadata, encoded in the Format, which BFM may sell or authorize Distributors to sell via permanent digital download, tethered downloads, streams or burns, either as a whole or in part, pursuant to the terms and conditions of this Agreement. Video Masters shall include but not be limited to any and all audio-visual recordings listed in the attached Schedule A to this Agreement, or such Motion Picture(s) shall follow subsequent to the execution to this Agreement, said schedule to be updated from time to time.

2. Authorization.

- a. Subject to the terms of this Agreement, RIGHTS HOLDER authorizes BFM and its Distributors to sell, license or distribute any of the RIGHT HOLDER's Motion Picture(s) pursuant to the terms and conditions of this Agreement. Such authorization shall be non-exclusive, except that once BFM places the Motion Picture(s) with a Distributor or Retail Site, that Distributor or Retail Site shall be exclusive to BFM for that Motion Picture(s). Such authorization shall extend to Distributors, selling to customers, throughout the world.
 - i. Reproduce, transcode, and/or convert RIGHTS HOLDER Motion Picture(s) delivered by RIGHTS HOLDER into Video Masters;
 - ii. perform and make available for promotional purposes, portions of Motion Picture(s) ("Clips") by "streaming" to promote the license, sale and distribution of Motion Picture(s);
 - iii. promote, sell, distribute, and electronically fulfill and deliver Video Masters and associated metadata to Distributors who may use such Video Masters in accordance with usage rules similar to those set forth by the Distributors.

- iv. display and electronically fulfill and deliver Artwork for personal use solely in conjunction with the applicable purchased Video Master;
- v. use RIGHTS HOLDER Motion Picture(s), Artwork and metadata as may be reasonably necessary or desirable for BFM to exercise BFM's rights under the terms of this Agreement; and
- vi. authorize or appoint any Distributors to perform any one or more of the activities specified above.

b. BFM shall also be authorized, if required by a Distributor, to provide a copy of RIGHTS HOLDER Motion Picture(s) to Distributors free of charge, and no payment to RIGHTS HOLDER shall be required under this or any other agreement or understanding. BFM and its Distributors shall not be authorized to exploit RIGHTS HOLDER Motion Picture(s) or Artwork in any manner or form not expressly authorized herein.

c. RIGHTS HOLDER further grants to BFM its licensees, sublicensees, subsidiaries, affiliates, successors and assigns the right to distribute, sell, license, sub-license, and promote the Video Masters as mobile entertainment for use with Wireless Application Protocol (WAP), Binary Runtime Environment for Wireless (BREW), JAVA, Short Message Service (SMS), Multi-Media Service (MMS), Integrated Voice Response (IVR) or other means of delivering audiovisual Motion Picture(s) that is accessible by mobile device, cellular or telephone ("Digital Delivery Network") during the Term in the Territory.

3. RIGHTS HOLDER Obligations.

- a. RIGHTS HOLDER shall obtain and pay for any necessary clearances and licenses in the Territory for all RIGHTS HOLDER Motion Picture(s) and Artwork. Specifically, RIGHTS HOLDER shall be responsible for and timely pay
 - i. any royalties and other payments due to actors, directors, producers, artists, performers, authors, co-authors, copyright owners, co-copyright owners, producers and other royalty participants from sales or other uses of Video Masters;
 - ii. all mechanical royalties or synchronization fees payable to publishers and/or authors or co-authors of copyrighted musical compositions and the owners of all master recordings embodied in Video Masters from sales or other uses of Video Masters;
 - iii. all payments that may be required under collective bargaining agreements applicable to RIGHTS HOLDER or third parties, and
 - iv. any other royalties, fees and/or sums payable with respect to the RIGHTS HOLDER Motion Picture(s), Artwork, metadata and other materials provided by RIGHTS HOLDER to BFM.
 - v. any and all rights, clearances and permissions necessary to use all names, likenesses, trademarks and service marks of all teams, individuals and entities participating in or otherwise associated with the Motion Picture(s).

- b. If there is a change of circumstance during the Term as a result of which

RIGHTS HOLDER reasonably believes that it does not have, or no longer has, the rights necessary to authorize BFM and any Distributors to use any RIGHTS HOLDER Motion Picture(s) or Artwork as provided for herein, or RIGHTS HOLDER reasonably believes that BFM's or its Distributors' continued sale or other use of any RIGHTS HOLDER Motion Picture(s) or Artwork will substantially harm RIGHTS HOLDER's relations, or violates the terms of any of RIGHTS HOLDER's agreements, with any applicable copyright owner, artist, producer or distributor, then RIGHTS HOLDER shall have the right to withdraw, upon written notice to BFM, authorization for the sale or other use of such RIGHTS HOLDER Motion Picture(s) or Artwork. Following such withdrawal, BFM shall cease to offer such RIGHTS HOLDER Motion Picture(s) or Artwork for sale or other use or cause such cessation as soon as is commercially feasible after BFM's receipt of such notice of withdrawal, and RIGHTS HOLDER shall use commercially reasonable efforts to clear such withdrawn RIGHTS HOLDER Motion Picture(s) or Artwork and shall promptly notify BFM if and when such RIGHTS HOLDER Motion Picture(s) has been cleared and is again authorized for use or sale by BFM and its Distributors.

- c. RIGHTS HOLDER shall provide to BFM, if available, the ISRC code numbers corresponding to each Video Master contained in the Motion Picture(s).
- d. Promptly following the execution of this Agreement, RIGHTS HOLDER shall provide BFM with the following items:
 - i. One (1) digital or videotape copy for each Motion Picture(s);
 - ii. Metadata for each Motion Picture(s);
 - iii. Artwork for each Motion Picture(s); and
 - iv. Four (4) commercially-released (or its equivalent) copies of the Motion Picture(s) on DVD.

The acceptable delivery formats for all assets (including, but not limited to, the Video Master, metadata, and artwork) is limited to the guidelines indicated in Schedule B attached to this Agreement. Thereafter, from time to time during the term, RIGHTS HOLDER shall provide BFM with any newly released Motion Picture(s) on the same terms and conditions.

4. Payment/Fees.

- a. BFM shall pay RIGHTS HOLDER Eighty percent (80%) of the amount that BFM receives from Distributors for the sale or other use of RIGHTS HOLDER's Motion Picture(s). BFM will compute amounts payable and provide statements to RIGHTS HOLDER within sixty (60) days after the end of each calendar quarter during the Term. BFM shall make payment to RIGHTS HOLDER only at such times that amounts owed to RIGHTS HOLDER exceed the threshold amount of One Hundred Dollars (\$100.00). Such payment shall constitute full consideration for all rights granted and obligations undertaken by RIGHTS HOLDER hereunder. RIGHTS HOLDER shall have the right to audit BFM's books and records to verify the accuracy of such statements, once with respect to any statement, once in each year, at RIGHTS HOLDER's expense, at the place where BFM maintains such records, during BFM's normal business hours and on

at least thirty (30) days' prior notice. Notwithstanding the above if any accounting error on part of BFM exceeds Ten Percent (10%), BFM shall reimburse RIGHTS HOLDER for any reasonable auditing expenses paid by RIGHTS HOLDER. Any such audit or any objection relating to any accounting statements, must be made no later than one (1) year after the date the statement is rendered.

- b. For each Video Master distributed by BFM, BFM shall charge a non-recoupable, one-time processing fee pursuant to Schedule "C" which is attached to this Agreement ("Encoding Fee"). If any asset of the Rights Holder's Motion Picture(s) does not meet the technical or editorial specifications of iTunes, in particular, Rights Holder may be subject to an additional encoding fee for such Motion Picture(s). Such additional fee shall be subject to prior mutual approval before resubmitting the Motion Picture(s) to iTunes. In the event Rights Holder is unable to correct the errors or quality issues in order to have their Motion Picture(s) delivered to iTunes, there is no refund on previous Encoding Fees.
- c. If any given Motion Picture does not have an UPC or EAN code assigned to it, then BFM shall issue a UPC code for each Motion Picture and BFM shall deduct from any amounts due RIGHTS HOLDER, pursuant to paragraph 4(a) above, a one-time fee in the sum of Ten Dollars (\$10.00) per Motion Picture title ("UPC Fee").

5. Motion Picture(s) Restrictions for Digital Distribution

- a. You shall retain control over the Motion Picture(s) of the Motion Picture(s), provided however, the Motion Picture(s) shall at all times be subject to Motion Picture Association of America ("MPAA") regulations and all other applicable federal and state regulations.
- b. Our Licensees shall have the right (but not the obligation) in their sole discretion to refuse or remove any materials that are otherwise objectionable. Motion Picture(s) that is deemed objectionable shall include, but not be limited to: illegal Motion Picture(s), invasions of personal privacy, pornography or obscenity, hate or incitement of violence, graphic violence or other acts resulting in serious injury or death, or violations of copyright.

6. Parental Advisory.

The MPAA rating system will apply to all Motion Picture(s) submitted for Distribution. The classifications are as follows:

Rated G – GENERAL AUDIENCES: All ages admitted.

Rated PG – PARENTAL GUIDANCE SUGGESTED: Some material may not be suitable for children.

Rated PG-13 – PARENTS STRONGLY CAUTIONED: Some material may be inappropriate for children under 13.

Rated R – RESTRICTED: Under 17 requires accompanying parent or adult guardian. (Some jurisdictions or theater companies may have a

higher age.)

Rated NC-17 – No one 17 and under admitted. (Some jurisdictions or theater companies may have a higher age.)

Rated NR– In the event that a MPAA rating is not provided by Rights Holder.

Films that are rated "R" or higher, may not be eligible to participate in certain distribution options or will be tagged as for Adult Audiences and will be given special treatment by Distributors.

7. Names and Likenesses; Promotional Use and Opportunities.

- a. BFM may use and authorize our Distributors or Licensees to use the names and likenesses of, and biographical material concerning any Motion Picture(s), actor, awards, producers, as well as name, and Artwork, in any marketing materials for the sale, promotion and advertising of the applicable Motion Picture(s) which is offered for promotion or other use under the terms of this Agreement (e.g., Motion Picture(s) or actor/actress name and likeness may be used in an informational fashion, such as textual displays or other informational passages, to identify and represent authorship, production credits, and performances of the applicable artists in connection with the authorized exploitation of applicable Motion Picture(s)). RIGHTS HOLDER warrants that it has all necessary rights to grant BFM the foregoing authorization, including rights from all relevant talent or crew members.
- b. BFM and any of its Distributors shall have the unrestricted right to market, promote and advertise the Video Masters available for purchase as it determines in its discretion. In no event shall BFM market, promote or advertise the Video Masters solely for its own benefit or in a manner that would result in a reduction of RIGHTS HOLDER'S interests or ownership rights.

8. Ownership.

As agreed between the Parties, all right, title and interest in and to (i) the RIGHTS HOLDER Motion Picture(s), (ii) the Video Masters, (iii) the Clips, (iv) all copyrights and equivalent rights embodied therein, and (v) all materials furnished by RIGHTS HOLDER, except as to any rights of BFM (whether pre-existing or under this Agreement), shall remain the property of RIGHTS HOLDER, it being understood that under no circumstances shall BFM have any lesser rights than it would have as a member of the public.

9. Termination and Effect of Termination.

- a. Either party shall have the right to terminate this Agreement prior to the expiration of the Term in the event that the other party breaches any material representation, obligation or covenant contained herein, unless such breach is

cured prospectively, no later than thirty (30) days from the date of receipt of written notice of such breach, or if not able to be so cured, then resolved to the other party's satisfaction, not to be unreasonably withheld.

- b. Sections 1, 3, 8, 10 and 11 shall remain in full force and effect following the expiration or earlier termination of this Agreement. The expiration or earlier termination of this Agreement shall not relieve RIGHTS HOLDER or BFM of their respective obligations to make any payments with respect to the sale or other use of Video Masters in the periods prior to such expiration or termination (and the associated accounting) in accordance with this Agreement.

10. Indemnification and Limitation of Liability.

- a. RIGHTS HOLDER indemnifies, defends and holds harmless BFM and its affiliates (and their respective directors, officers and employees) from and against any and all third party claims, losses, damages, liabilities, deficiencies, judgments or any governmental assessments, fines or penalties, costs and other expenses (including reasonable attorneys' fees) arising from, or relating to the following: (a) any unauthorized use by RIGHTS HOLDER of the Motion Picture(s)); or (b) a breach of any representation, agreement or obligation of RIGHTS HOLDER under this Agreement. BFM shall notify RIGHTS HOLDER of any such claim, and BFM shall have the right, at its expense, to participate in the defense thereof subject to the control of RIGHTS HOLDER.
- b. BFM indemnifies, defend and holds harmless RIGHTS HOLDER and its affiliates (and their respective directors, officers and employees) from and against any and all third party claims, losses, damages, liabilities, deficiencies, judgments, or any governmental assessments, fines, or penalties, costs and other expenses (including reasonable attorneys' fees) arising from a breach of any representation, agreement or obligation of BFM under this Agreement. RIGHTS HOLDER shall notify BFM of any such claim, and RIGHTS HOLDER shall have the right, at its expense, to participate in the defense thereof subject to the control of BFM.
- c. EXCEPT PURSUANT TO AN EXPRESS INDEMNITY OBLIGATION, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING LOSS OF PROFITS OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBILITY.

11. Additional Representations and Warranties of the Parties.

- a. RIGHTS HOLDER represents and warrants that it has the full authority to act on behalf of any and all owners of any right, title and interest in and to the RIGHTS HOLDER Motion Picture(s).
- b. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder and has obtained all necessary third-party consents, licenses and permissions necessary to enter into and fully perform its obligations herein.

- c. Each party represents and warrants that it owns or controls the necessary rights in order to make the grant of rights, licenses and permissions herein, and that the exercise of such rights, licenses and permissions by the other party hereto shall not violate or infringe the rights of any third party.
- d. Each party represents and warrants that it shall not act in any manner which conflicts or interferes with any existing commitment or obligation of such party, and that no agreement previously entered into by such party will interfere with such party's performance of its obligations under this Agreement.
- e. Each party represents and warrants that it shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.
- f. BFM shall use reasonable efforts to protect RIGHTS HOLDERS Motion Picture(s) from unauthorized usage and access to the Video Masters and Digital Files. BFM represents that it has a password-protected network and that it will securely manage RIGHTS HOLDERS Motion Picture(s).

12. General Provisions.

- a. *No Agency or Joint Venture* . The parties agree and acknowledge that the relationship between the parties is that of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee, or representative.
- b. *Entire Agreement, Modification, Waiver*. This Agreement, including any annexes, schedules and exhibits hereto, contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof. This Agreement cannot be changed or modified except by a writing signed by the parties. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the parties.
- c. *Binding on Successors*. This Agreement shall be binding on the assigns, heirs, executors, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of the parties
- d. *Notices*. Any notice, approval, request, authorization, direction or other communication under this Agreement shall be in writing and shall be given by courier, facsimile, or other personal delivery or by registered mail at the appropriate address indicated above or at a substitute address designated by notice in writing to the party concerned. Notices shall be deemed given when mailed, faxed, or, if personally delivered, when so delivered, except that a notice of change of address shall be effective only from the date of its receipt. Each party agrees to notify the other of any address changes.

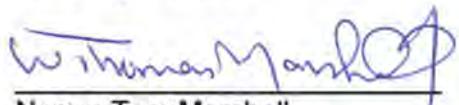
- e. *Governing Law.* This Agreement shall be governed by and construed with the substantive and procedural rules of the State of California applicable to agreements entered into and wholly performed therein, without reference to the principals of conflicts of laws. The courts sitting in Los Angeles County, California courts shall have exclusive jurisdiction over this Agreement and the parties hereto waive any and all objections to venue being placed in Los Angeles County.
- f. *Dispute Resolution.* If there is any dispute between the parties arising under this Agreement that cannot be resolved informally then the parties respectively agree to submit the controversy to a single arbitrator of the American Arbitration Association under its then-applicable rules. The arbitration proceeding shall be held within the County of Los Angeles, State of California. The parties agree that the award of the arbitrator will be final and binding on the parties and may be enforced or confirmed in any court of competent jurisdiction. The costs and expenses of the arbitration, including, without limitation, the arbitrator, attorneys' fees and costs, shall be apportioned between the parties by the arbitrator in his determination of the relative merits of each party's position. The parties agree that with respect to discovery, each party shall have all the rights available pursuant to the California Code of Civil Procedure and hereby incorporate the applicable provisions of California Code of Civil Procedure into this Agreement.
- g. *Remedies.* To the extent permitted by applicable law, the rights and remedies of the parties provided under this Agreement are cumulative and in addition to any other rights and remedies of the parties at law or equity.
- h. *Headings.* The titles used in this Agreement are for convenience only and are not to be considered in construing or interpreting the Agreement.
- i. *No Third-Party Beneficiaries.* This Agreement is for the sole benefit of the parties hereto and their authorized successors and permitted assigns. Nothing herein, express or implied, is intended to or shall confer upon any person or entity, other than the parties hereto and their authorized successors and permitted assigns, any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
- j. *Force Majeure.* For the purposes of this Agreement, "Force Majeure" shall mean any event which a party hereto could not foresee, such as fire, flood, acts of God or public enemy, Internet failures, earthquakes, governmental or court order, national emergency, strikes or labor disputes, the effect of which it could not reasonably prevent or predict and which renders impossible or impractical the performance of contractual obligations either totally or in part. The party invoking a Force Majeure shall notify the other party within three (3) business days of its occurrence by accurately describing all the circumstances of the situation involved and its effect upon the performance of its contractual obligations. The taking place of a Force Majeure shall have the effect of suspending the obligations of the party which has invoked the provisions of this Section to the extent such obligations are affected by the Force Majeure. Contractual dates shall be extended for a period equal to the duration of a Force Majeure. The cessation of a Force Majeure shall be communicated by notice within three (3) business days.

business days of its occurrence by the party that invoked it. Either party shall have the right to terminate this Agreement by written notice to the other party, in the event any Force Majeure event last more than three (3) consecutive months

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

RIGHTS HOLDER

NPC Digital, LLC



Name: Tom Marshall
W. Thomas Marshall, Jr.
Its: Owner

BFM DIGITAL, INC.


Steven Weber
President

SCHEDULE "A"

The Rights Holder Motion Picture(s) shall minimally consist of all the audiovisual products as follows:

Title	Director	Producer	Length	MPAA Rating

SCHEDULE "B"

FILM DELIVERY SPECIFICATIONS

Poster art (one sheet):

- 2:3 aspect ratio, minimum of 800x1200 pixels in size.
- If poster art is not available, please send any available artwork and we'll evaluate it to see if it can suffice.

Metadata (PLEASE REFERENCE THE FILM METADATA TEMPLATE):

- Production company = who made the film
- Vendor ID = Unique ID that Apple will use to track the film and that you will see on your finance statements
- Copyright
- Theatrical release date
- Title
- Synopsis
- Country of origin
- Genre(s)
- Rating
- Rating reason
- Cast and Characters
- Crew (director, screenwriter, and producer is sufficient. But it's ideal to have all principal crew members listed)
- Territory the content is going to be sold in. Assumption is US.
- Whether or not the title will be available for Eastern Standard Time zone
- The wholesale price tier
- The sales start date
- The sales end date (if one exists)
- Whether or not the title will be available for VOD

- Whether the title is a new release or library content
- VOD start date
- VOD end date
- The physical release date of the title for home video. Typically this is the DVD street date.
- Length of product

Please refrain from using all caps when completing the metadata.

Trailer:

We prefer an official trailer that was made for the film. If no trailer exists, we can create a basic trailer using the first two minutes of the film after the opening credits and apply a fade in/fade out. We can also edit a trailer together for an additional fee. Regardless, an actual trailer is **strongly** preferred.

Chapter information:

If you have a DVD to follow or chapter titles and times in a spreadsheet that is ideal. However if you do not have chaptering for your title, we can create "generic" chapters at logical points in the film that would be titled "Chapter 1", "Chapter 2", etc... and we would pull a compelling image to represent each chapter.

Feature and trailer masters:

Tape is the highly preferred medium. The accepted formats in order of preference are:

Tape:

- HDCAM-SR
- HDCAM
- Digital Betacam
- Betacam SP
- D5

Digital File:

- Apple Uncompressed
- Apple ProRes 422 (HQ)
- DVCPRO
- HD-CAM
- HDV DV
- Mini DV

Tape Delivery:

If you are working from tape masters (which most are still archived as) BetaSP, DIGIBETA, DVCAM or a similar media type, the contents of the tape are expected to be of appropriate quality.

Upconverting, or taking the native resolution of the video signal and increasing the display size or codec quality to meet specs will not produce an acceptable quality level. For example, making a copy of a DVD and recording it to a DigiBeta tape is considered unacceptable. Please review the tapes to verify that there are no audio or video dropouts.

Standard Definition (SD):

Resolution: Native to the source: $4x3 = 720x480 / 16x9 = 720x405$

1. Format: mov / avi
Codec: Apple Pro Res /10-bit Uncompressed
De-Interlaced
2. Format: mpeg
Codec: MPEG-2 Main Profile,15 Mbps Minimum
De-Interlaced
3. Format: mov
Codec: DV/DVCPRO
De-Interlaced

High Definition (HD):

Resolution: Native to the source: $16x9 = 960x720 / 1920x1080$

1. Format: mov
Codec: Apple Pro Res
De-Interlaced
2. Format: mov
Codec: DVCPRO HD 720p25, 720p50, or 1080p30
De-Interlaced
3. Format: mov
Codec: HDV-Apple Intermediate Codec 720p30, 1080i50, or 1080i60
De-Interlaced

All content submissions must adhere to the following strict file naming convention:

Music Video: Artist_Song Title.mov
Concert Video: Artist.mov or Artist_Song Title.mov
Clips: Artist_Clip Title.mov
Films: Film Name.mov or Film Name_ChTitle.mov
Screenshots: Artist_Song Title.jpg or Film Name_ChTitle.jpg
Poster Art: Film Name_Poster Art.jpg
Box Art: Film Name_Box Art.jpg
Metadata: Artist_Song Title.xls or Film Name.xls

SCHEDULE "C"
ENCODING FEES

Resolution	Length	Fee (per title)
Standard Def	<30 minutes	\$250
	31-60 minutes	\$400
	61 – 120 minutes	\$500
Hi Def	<30 minutes	\$400
	31-60 minutes	\$550
	61 – 120 minutes	\$750

Encoding fees are due payable upon the delivery of the assets to BFM. BFM shall not process any Motion Picture unless Encoding Fees are paid in full prior to encoding each Motion Picture.

Encoding Fees include delivery to the following stores:

iTunes
CreateSpace
Amazon VOD/AVOD

Delivery to additional stores are subject to an additional fee of \$125 per store subject to prior written approval by both parties.