

Fill in this information to identify the case:

Debtor Village Roadshow Entertainment Group USA Inc.

United States Bankruptcy Court for the: District of Delaware (State)

Case number 25-10475

Modified Official Form 410
Proof of Claim

12/24

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?

Sean Cook

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No

☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Where should notices to the creditor be sent?

Sean Cook
Attention to Benjamin Rubinfeld
C/O Ziffen Brittenham LLP
1801 Century Park W
Los Angeles, CA 90067, USA

Contact phone +1-310-552-3388

Contact email seancook.writer@gmail.com

Where should payments to the creditor be sent? (if different)

Contact phone

Contact email

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Uniform claim identifier (if you use one):

4. Does this claim amend one already filed?

☒ No

☐ Yes. Claim number on court claims registry (if known)

Filed on MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No

☐ Yes. Who made the earlier filing?



Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____

7. How much is the claim? \$ 22500. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Services Performed

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature or property:
☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amount should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check all that apply:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ _____

☐ Wages, salaries, or commissions (up to \$15,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

☒ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

\$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 05/17/2025
MM / DD / YYYY

/s/Sean Cook
Signature

Print the name of the person who is completing and signing this claim:

Name Sean Cook
First name Middle name Last name

Title Mr

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address _____

Contact phone _____ Email _____



Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (866) 526-6865 | International (781) 575-2076

Debtor: 25-10475 - Village Roadshow Entertainment Group USA Inc.		
District: District of Delaware		
Creditor: Sean Cook Attention to Benjamin Rubinfeld C/O Ziffen Brittenham LLP 1801 Century Park W Los Angeles, CA, 90067 USA Phone: +1-310-552-3388 Phone 2: Fax: Email: seancook.writer@gmail.com	Has Supporting Documentation: Yes, supporting documentation successfully uploaded Related Document Statement:	
	Has Related Claim: No Related Claim Filed By:	
	Filing Party: Creditor	
Other Names Used with Debtor:	Amends Claim: No Acquired Claim: No	
Basis of Claim: Services Performed	Last 4 Digits: No	Uniform Claim Identifier:
Total Amount of Claim: 22500	Includes Interest or Charges: No	
Has Priority Claim: No	Priority Under:	
Has Secured Claim: No Amount of 503(b)(9): No Based on Lease: No Subject to Right of Setoff: No	Nature of Secured Amount: Value of Property: Annual Interest Rate: Arrearage Amount: Basis for Perfection: Amount Unsecured:	
Submitted By: Sean Cook on 17-May-2025 5:56:39 a.m. Pacific Time Title: Mr Company:		

Rights Deal for "Cypher"
Sean Cook ("Owner")
Village Roadshow Entertainment Group USA Inc. ("Producer")
Adam Riback - ariback@echolakeentertainment.com - 11/27/23

(1) Option Price	<p>(a) <u>Option Fee</u>:</p> <p>(i) First Option Period: \$12.5k for 18 months (applicable vs. Purchase Price).</p> <p>(ii) Second Option Period: \$12.5k for additional 18 months (not applicable vs. Purchase Price).</p> <p>(b) <u>Conditions Precedent</u>: Producer's obligations hereunder are subject to (i) receipt by Producer of Owner's signature on this agreement, Producer's customary short form option and short form assignment agreements, Producer's customary certificate of engagement, (ii) Producer's receipt, in form and pursuant to terms and conditions satisfactory to Producer, of copies of all chain of title documents with respect to the Property, including an executed Publisher's Release, if applicable, in a form approved by Producer, (iii) Producer's approval of the chain-of-title of the Property, and (iv) Producer's receipt from Owner of all forms and documents necessary to enable Producer to effect payment to Owner (e.g., tax forms, bank account wire instructions) (collectively, the "Conditions Precedent").</p>
(2) Purchase Price	<p>For the Property (as defined below), if Producer elects to exercise its option hereunder, an amount equal to \$225k (the "Pilot Script Purchase Price") less the First Option Fee (the "Purchase Price").</p>
(3) Rights Acquired	<p>(a) <u>Option Period</u>: During the Option Period, Producer shall have the exclusive right to engage in all customary development, pre-production and production of television content or other audiovisual projects intended to be based in whole or in part on the Property including the preparation and submission of treatments, screenplays, teleplays and all other writings based in whole or in part upon the Property for use in connection with the rights granted hereunder without further consideration to Owner.</p> <p>(b) <u>Acquisition</u>: Upon option exercise, the rights granted by Owner to Producer are, with respect to the script entitled "Inside Game" (and all versions and drafts thereof, all characters therein, and all artwork therein to the extent owned by Owner, in all languages), the rights to which Owner represents, warrants and covenants are currently, and will be, owned and controlled exclusively by Owner (collectively, the "Property"), all rights including without limitation the exclusive motion picture, theatrical, and television rights (including sequels, prequels, spinoffs and remakes) and all elements thereof in perpetuity in any and all media now known or hereafter developed, worldwide in all languages in all versions (including digitized versions) including, without limitation, all production, distribution, exhibition, exploitation, advertising, marketing and publicity rights and all allied incidental, ancillary and subsidiary uses thereof, including, without limitation, all publishing and merchandising, commercial tie-ins, music, music publishing, soundtrack, interactive media, multi-media and theme park rights in and to the Property. To the fullest extent allowable under any applicable law, Owner hereby irrevocably waives or assigns to Producer, Owner's so-called "moral rights" or "droit moral". Owner expressly acknowledges that many parties will contribute to the program and other works that embody all or part of the Property. Accordingly, if under any applicable law the above waiver or assignment by Owner of "moral rights" or "droit moral" is not effective, then Owner agrees to exercise such rights in a manner that recognizes the</p>

	contribution of and will not have a material adverse effect upon such other parties.
(4) Script / Additional Writing Steps	<p>(a) Upon satisfaction of the Conditions Precedent, Owner (through loan-out, if applicable) shall be engaged to write a re-write of the Property as a 1-hour script, as directed by Producer at a fee of \$15k.</p> <p>(b) Upon satisfaction of the Conditions Precedent and at Producer's option, Owner (through loan-out, if applicable) shall be engaged to write a re-write of the Property as a 1-hour script, as directed by Producer at a fee of \$15k.</p> <p>(c) Upon satisfaction of the Conditions Precedent, Owner (through loan-out, if applicable) shall be engaged to write a polish of the Property as a 1-hour script, as directed by Producer at a fee of \$7.5k.</p>
(5) Royalty	\$5,000 (sole) / \$2,500 (shared).
(6) Pilots / Series Producing Year 1	\$40,000/episode.
(7) Series Broadcast Bonus	\$25,000 (sole) / \$12,500 (shared), based on 12 episodes, prorated down and up, minimum of 6 episodes (no series broadcast bonus if straight to series).
(8) 1-for-1 Consulting	On 1-for-1 basis, at \$10k/episode (after having rendered 2 years of full-time services); meaningful, not passive, consultant services.
(9) Lock / Services	<p>(a) <u>Pilot Lock</u>: Owner must be the sole writer of pilot script (excluding incidental polishes).</p> <p>(b) <u>Two-Year Series Lock</u>: Owner must be locked to the pilot, receive sole "written by" credit on the pilot script, sole "created by" credit on the series (or, if no "created by" is accorded due to Producer-approved underlying material, such as a book, sole "teleplay by" credit on the pilot script and sole "developed by" credit on the series) ("sole"), otherwise studio dependent options; and if Owner not "pay or played" off the series during year 1, then locked for year 2. Owner's services during lock/series engagement are exclusive, full-time, in-person, services.</p>
(10) MAG / MAG Definition	<p>10% MAG reducible by all thirds to 7.5% MAG (sole) to the extent the total participations exceed 35% / 5% MAG (shared), vests in ¼'s (i.e., completion of development services by Artist, completion of pilot/first episode services by Artist, completion of year 1 services by Artist, completion of year 2 services by Artist).</p> <p>Producer's MAG defined to include 15% television distribution fees / 12.5% imputed overhead charge; interest at prime +1.5% ; no overhead on interest and no interest on interest, no interest on overhead; no distribution fee charged on license fees received for the initial U.S. network license (including extensions/renewals thereof). For Producer subdistributors, Producer may pass through the subdistributor's applicable distribution fee (i.e., revenue shall be based on Producer's receipts), with no so-called "over-ride".</p>

	<p>The balance of the terms and provisions of Producer's MAG definition shall be per Producer's standard definition, subject to such changes as may be agreed upon following good faith negotiations in accordance with Producer's customary business practices, it being understood that unless and until such changes are so agreed upon in writing and a longer form agreement reflecting such changes is executed, Producer's standard MAG definition shall apply.</p>
(11) Screen Credit	<p>(a) For the Property, "Based on the Script by Sean Cook" credit.</p> <p>(b) For Owner, while rendering real, meaningful executive producer services on the pilot and series episodes, "Executive Producer" credit, main or opening titles.</p> <p>(c) Plus logo credit while rendering full-time, in-person executive producer services.</p> <p>(d) While rendering 1-for-1 consulting services: "Consultant".</p> <p>All credit subject to network restrictions and approvals (which approvals Producer shall use good faith efforts to obtain).</p>
(12) Reversion / Turnaround	<p>(A) If the initial production is for television, then the following will apply:</p> <p>(i) If Producer does not commence production of a pilot or the initial episode within eighteen (18) months after the expiration of the applicable network or other licensee option to order such pilot or the initial episode, then the rights may revert eighteen (18) months after the expiration thereof.</p> <p>(ii) If Producer timely commences production of a pilot or initial episode but does not commence production of any other episodes within eighteen (18) months after the later of either: (a) the date of the initial broadcast of the pilot or (b) if the pilot is not broadcast, the expiration of the applicable network or other licensee option to order additional series episodes, then the rights may revert eighteen (18) months after the later of that occurring either in subparagraph (A)(ii)(a) or (A)(ii)(b) above;</p> <p>(iii) If Producer timely commences production of season 1 of the series but does not commence production of any other episodes within twenty four (24) months after the later of either: (a) the date of the initial broadcast of the last episode or (b) if the pilot is not broadcast, the expiration of the applicable network or other licensee option to order additional series episodes, then the rights may revert twenty four (24) months after the later of that occurring either in subparagraph (A)(iii)(a) or (A)(iii)(b) above; or</p> <p>(iv) If Producer timely commences production of seasons 1 and 2 of the series but does not commence production of any other episodes within thirty six (36) months after the later of either: (a) the date of the initial broadcast of the last episode or (b) if the pilot is not broadcast, the expiration of the applicable network or other licensee option to order additional series episodes, then the rights may revert thirty six (36) months after the later of that occurring either in subparagraph (A)(iv)(a) or (A)(iv)(b) above;</p> <p>(v) If Producer timely produces season 3 or more of the series, there will be no right of reversion with respect to the rights granted herein.</p> <p>(B) If the initial production is a feature film, then the rights will revert of production of the feature film has not commenced within seven (7) years of the option exercise.</p>

	<p>(C) Reversion periods may be extended for two (2) additional one (1) year periods by timely payment (prior to the reversion taking effect) to Owner of One Hundred Fifty Percent (150%) of the option amounts set forth above.</p> <p>(D) In the event such rights revert, the reversion is subject to immediate reimbursement prior to any transfer of rights taking effect and (x) if the initial production is for television, passives which are \$5,000 per pilot/series episode and 5% MAGR of 100% MAGR (y) if the initial production is a feature film, 5% of 100% of "Defined Net Proceeds.</p>
(13) Miscellaneous	<p>Standard representations, warranties and indemnities including:</p> <p>(a) Owner represents and warrants that: (i) the Property is owned solely by Owner and no other third party permissions are necessary for the grant of rights herein; (ii) neither the Property nor any element thereof infringes the copyright or trademark in any other work; (iii) to the best of Owner's knowledge (after due diligence) the Property does not violate the rights to privacy or publicity of any person or constitute a defamation against any person, or in any other way violate the rights of any person whomsoever; (iv) the Property is fictional, (v) Owner owns all rights assigned to Producer free and clear of any liens, encumbrances, other third party interests of any kind, and to the best of Owner's knowledge (after due diligence) free of any claims or litigation, whether pending or threatened as of the date of execution of this agreement and subsequent longform execution (if any); (vi) Owner has the right to enter into this Agreement and to grant the rights and privileges granted herein; (vii) the rights and privileges granted herein are irrevocable and Producer may proceed in reliance thereon; (viii) Owner has not and will not encumber any of such rights and privileges; and (ix) all information which Owner provides to Producer will be correct and truthful.</p> <p>(b) Producer has the right to assign this agreement and the rights hereunder as necessary to produce, distribute and exploit content hereunder.</p> <p>(c) The Option Period and the time in which to pay the Purchase Price shall be subject to customary extensions as a result of an event of force majeure or breach by Owner.</p> <p>(d) Owner shall not issue or authorize the issuance of any publicity or give any statement or interview concerning Producer or any project hereunder without Producer's prior written consent, excluding incidental, non-derogatory publicity concerning Owner's involvement hereunder that is issued after the initial press release by Producer with respect to this deal.</p> <p>(e) The parties agree that those customary provisions that Producer normally includes in agreements of this type are deemed included herein. These customary provisions shall include, without limitation, those relating to FCC Section 507, warranties, assignment, incapacity, force majeure, suspension, breach, termination, holdbacks, copyright renewals and protection, name/likeness/publicity. A formal agreement incorporating the provisions of this term and the aforesaid customary provisions will be prepared following Producer's execution hereof (or sooner given exigent circumstances), the language of which may be subject to good faith negotiations within Producer's customary business practices and within a time period reasonably established by Producer, and which Owner shall then execute not later than commencement of principal photography of any content producer hereunder. Unless and until such formal agreement is prepared and fully executed, this Agreement, incorporating the above-referenced standard provisions, shall constitute the agreement between the parties.</p>

	<p>any and all claims, liability, losses, damages, costs, expenses (including reasonable outside attorneys' fees), judgments and penalties arising out of, resulting from, based upon or incurred because of: the development, production, distribution, marketing, advertising and/or exploitation of the pilot, series and/or elements thereof (and/or any subsidiary or ancillary rights in connection therewith), except with respect to matters for which Owner indemnifies Producer.</p> <p>Owner hereby agrees that Owner's sole remedies, if any, related to this agreement or the project shall be for monetary damages and Owner hereby waives any right Owner may otherwise have to injunctive or other equitable relief. All other terms and provisions (e.g., representations, warranties) shall be per Producer's standard, subject to such changes as may be agreed upon following good faith negotiations in accordance with Producer's customary business practices, it being understood that unless and until such changes are so agreed upon in writing and a longer form agreement reflecting such changes is executed, Producer's standard terms and provisions shall apply.</p>
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ACCEPTED AND AGREED:

Sean Cook
 Sean Cook (Apr 5, 2024 22:06 GMT+1)
 SEAN COOK, Individually

Date: Apr 5, 2024

VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC.

By: _____
 Title:

Date: _____

EXHIBIT B
SHORT FORM OPTION
“CYPHER”
SEAN COOK

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, SEAN COOK ("**Owner**") hereby grants to VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC. ("**Producer**"), and its representatives, successors, assigns and licensees the exclusive and irrevocable option ("**Short Form Option**") to purchase and acquire from Owner all right, title and interest, which includes, without limitation, all exclusive motion picture and television rights and all allied, ancillary and incidental rights in, to and with respect to the original script entitled "CYPHER", solely written by SEAN COOK, (collectively, the "**Property**"), including plots, themes, title or titles, dialogue, language, incidents, action, story, characters and any underlying source material, written or otherwise, and copyrights and any rewrites, translations, novelizations, dramatizations, remakes, sequels and other adaptations or versions thereof, now made or hereafter created, made or permitted to be made by Owner, without any reservation of any rights of any kind by Owner.

Subject to the terms of the Letter Agreement dated as of November 27, 2023, to which this Exhibit B is a part thereof and any signed long-form option/purchase agreement to be negotiated in good faith and anticipated to be entered into by Owner and Producer, the option herein granted may be exercised by Producer, or its representatives, successors, assigns or licensees. This Short Form Option is expressly made subject to all the terms, conditions and provisions contained in the Letter Agreement and any such long form option/purchase agreement.

ACCEPTED AND AGREED:



Sean Cook (May 3, 2024 21:36 GMT+1)

SEAN COOK

ACCEPTED AND AGREED:

VILLAGE ROADSHOW
ENTERTAINMENT GROUP USA INC.

By: _____
Its Authorized Representative

Its: _____

Date: _____

EXHIBIT C
SHORT FORM ASSIGNMENT
“CYPHER”
SEAN COOK

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned, SEAN COOK ("**Owner**"), irrevocably sells, grants, assigns and sets over unto VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC. ("**Producer**"), and its representatives, successors, assigns and licensees in perpetuity and throughout the universe, all exclusive motion picture and television rights in and to the materials and other intellectual property related to the television project entitled “CYPHER” including the original script written by SEAN COOK (collectively, the “**Property**”) and any underlying source material, written or otherwise (to the extent any exists) which rights include all allied, ancillary and incidental rights in, to and with respect to the Property owned by Owner, without any reservation of any rights of any kind by Owner.


Owner shall obtain or cause to be obtained renewals of all United States copyrights in and to the Property, whether or not referred to herein, and shall assign said rights under such renewal copyrights to Producer without any further consideration. Producer is also empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any nature under or concerning all copyrights in and to the Property and all renewals thereof, or concerning any infringement of any such copyright or renewal copyright, or interference with any of the rights granted to Producer under said copyrights or renewals thereof, in its own name or in the name of the copyright proprietor, but at the expense of Producer, and at its option, Producer may join such copyright proprietor and/or Owner as a party in such suit, action or proceeding; any recovery therefrom is assigned to Producer. The grant and assignment by Owner to Producer set forth herein is irrevocable without any right of Owner to rescind, terminate or cancel this assignment, or for any reason to enjoin or prevent or seek to enjoin or prevent the development, production, exhibition, distribution, advertising or other exploitation of any motion picture or other production based on the Property.

Owner assigns to Producer all documents heretofore or hereafter executed in favor of Owner by any third party insofar as such documents affect or pertain to any of the rights herein granted to Producer. Owner hereby acknowledges that Producer may freely assign this assignment or any of Producer's rights hereunder.

This Short Form Assignment is executed pursuant to and shall be subject to the terms and provisions of that certain Letter Agreement dated as of November 27, 2023, to which this Exhibit C is attached and made a part thereof and any long-form option/purchase agreement between Owner and Producer being negotiated in good faith and anticipated to be signed by the parties.

[Signatures Next Page]

ACCEPTED AND AGREED:


Sean Cook (May 3, 2024 21:36 GMT+1)
SEAN COOK

ACCEPTED AND AGREED:

VILLAGE ROADSHOW
ENTERTAINMENT GROUP USA INC.

By: _____
Authorized Representative

Date: _____

EXHIBIT D
CERTIFICATE OF ENGAGEMENT

Sean Cook
“Cypher”

VILLAGE ROADSHOW ENTERTAINMENT GROUP USA INC. (“**Company**”), on the one hand, has engaged SEAN COOK (“**Artist**”), on the other hand, to render certain services in connection with development, and possible production and exploitation by Company and/or its licensees and/or assigns of the audiovisual programming presently entitled “CYPHER” (the “**Project**”) anticipated to be initially released as a motion picture project. All capitalized terms used herein but not defined shall have the same meaning as that ascribed to such term in the Letter Agreement to which this Certificate of Engagement is attached. For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), Artist hereby agrees as follows:

Artist hereby acknowledges, certifies, and agrees that all results and proceeds of every kind of the services heretofore rendered and hereafter to be rendered by Artist in connection with the Project, including without limitation all ideas, suggestions, themes, plots, stories, characterizations, dialogue, titles and other material related in any way to the Project, whether in writing or not in writing, at any time heretofore or hereafter created or contributed by Artist which in any way relate to the Project or to the material on which the Project will be based (collectively, the “**Material**”), are and shall be deemed to be works made for hire for Company. Accordingly, Company is and shall be considered the author and, at all stages of completion, the sole, exclusive, and irrevocable owner of the Material and all right, title and interest therein and without the reservation of any rights of any kind by Artist (the “**Rights**”). The Rights shall include without limitation all copyrights, neighboring rights, trademarks and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter devised. If under any applicable law the fact that the Material is a work made for hire is not effective to place authorship and ownership of the Material and the Project and all rights therein in Company, then to the fullest extent allowable and for the full term of protection otherwise accorded to Artist under such applicable law, Artist hereby exclusively and irrevocably assigns and transfers to Company the Rights and, in connection therewith, any and all right, title and interest of Artist in the Project and any other works now or hereafter created containing the Material and without the reservation of any rights of any kind by Artist. Artist and Company are aware and hereby acknowledge that new rights to the Material may come into being and/or be recognized in the future, under law and/or in equity (hereafter the “**New Exploitation Rights**”), and Artist intends to and does hereby exclusively and irrevocably grant and convey to Company any and all such New Exploitation Rights to the Material granted by Artist hereunder. Artist and Company are also aware and do hereby acknowledge that new (or changed) (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the “**New Exploitation Methods**”) are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Material. Artist intends to and does hereby exclusively and irrevocably grant and convey to Company any and all rights to such New Exploitation Methods with respect to the Material. Artist further agrees

that Artist will not seek (1) to challenge, through the courts, administrative governmental bodies, private organizations, or in any other manner the rights of Company to exploit the Material by any means whatsoever or (2) to thwart, hinder or subvert the intent of the grants and conveyances to Company herein and/or the collection by Company of any proceeds relating to the rights conveyed hereunder.

Artist hereby exclusively and irrevocably grants to Company the right to change, add to, take from, translate, reformat or reprocess the Material in any manner Company may in its sole discretion determine. To the fullest extent allowable under any applicable law, Artist hereby irrevocably waives and/or assigns to Company Artist's so-called "moral rights" or "droit moral". Artist expressly acknowledges that many parties will contribute to the Project and other works that will embody all or part of the Material. Accordingly, if under any applicable law the above waiver or assignment by Artist of "moral rights" or "droit moral" is not effective, then Artist will exercise such rights in a manner which recognizes the contribution of and will not have a material adverse effect upon such other parties.

Artist will, upon request, execute, acknowledge and deliver to Company any and all documents consistent herewith and related hereto which Company may reasonably deem necessary to evidence and effectuate all or any of Company's rights hereunder. Artist hereby irrevocably appoints Company as attorney-in-fact with full power to execute, acknowledge, deliver and record in the U.S. Copyright Office or elsewhere any and all such documents Artist fails to execute, acknowledge and deliver after good faith negotiation within five (5) business days of Company's request therefor, unless a shorter period of time is reasonably required by Company. The appointment shall be a power coupled with an interest. Company shall provide Artist with a copy of any such document Company executes on behalf of Artist, provided that a casual or inadvertent failure of Company to provide such a copy shall not constitute a breach hereof or affect the validity of such document.

Artist hereby irrevocably grants to Company the right to issue and authorize publicity concerning Artist, and to use Artist's name, voice, approved likeness (not to be unreasonably withheld) and approved biographical data (not to be unreasonably withheld) in connection with the distribution, exhibition, advertising and exploitation of the Project, provided that such rights will not be exploited in connection with a commercial tie-in or an endorsement of any goods or services except with Artist's prior written approval. Artist shall exercise approvals hereunder reasonably and in writing within five (5) business days (reducible to one (1) business day as bona fide business exigencies require) after receipt of written request by Company, or such approvals shall be deemed given.

Artist represents and warrants: (i) the Material (other than any written material supplied by or on behalf of Company to Artist or incorporated by or on behalf of Company into any Material written by Artist) is or will be original with Artist or is in the public domain throughout the world; (ii) the Material does not and will not infringe upon or violate any copyright of any person or entity, or, to the best of Artist's knowledge (or that which Artist should know in the exercise of reasonable diligence or prudence), infringe upon or violate the right of privacy or any other right of, any person or entity; (iii) Artist is free to grant all rights granted and make all agreements made by them herein and is not subject to any conflicting obligations or any disability which prevents or interferes with the performance of Artist's services; (iv) to the best of Artist's knowledge (in the exercise of reasonable diligence), the Material is not the subject of any litigation or claim that

might give rise to litigation; (v) that there has been no publication or other use of any ideas, notes, materials and/or any other contributions of Artist to the Project anywhere in the universe; (vi) that Artist has not granted or transferred any rights in or to the Material to any third party; (vii) that Artist has not, and will not, do anything which has impaired or will impair the right to the Material; (viii) that Artist is not a member in good standing of any guild or other collective bargaining unit in connection with the services performed hereunder; and (ix) at no time hereunder has Artist been, and Artist will not become employed by a loanout company while Artist is rendering services hereunder.

Artist will indemnify and hold Company and its successors, licensees, designees and assigns harmless from and against all damages, losses, costs, and expenses (including reasonable outside attorneys' fees and costs) which Company or any of its successors, licensees, designees or assigns (and the officers, directors, shareholders and employees of each) may suffer or incur by reason of the breach of any of Artist's representations and warranties made in the Letter Agreement including this Certificate of Engagement attached thereto. Company will defend, indemnify and hold harmless Artist, and Artist's heirs and successors, against any and all liability, damages, costs and expenses, including reasonable outside attorneys' fees, in connection with any claim or action respecting material supplied to Artist by or on behalf of Company and/or changes made to the Project by Company, and/or in connection with activities regarding the development, production, distribution, and/or exploitation of the Project or elements thereof and/or any rights therein, but which Company indemnification obligation will not extend to any breach of Artist's representations and warranties hereunder, to any matter covered by Artist's indemnification obligation, to any uncured material breach of any of Artist's obligations arising under the Letter Agreement, or to any matter arising out of criminal, malicious, or intentionally tortious, or reckless or willful misconduct to the extent of Artist's representations and warranties and/or indemnification obligations hereunder. Company and Artist shall, upon presentation or institution of any claim or action covered by the foregoing indemnity, promptly notify the other of the claim or action, giving the details thereof. All aspects of the defense of such claims or actions, whether as part of any litigation, negotiation or otherwise (including, without limitation, any decision regarding settlement), shall be controlled by Company. Company shall be free to use counsel of Company's choice in connection therewith. Artist shall cooperate in the defense of any claim or action for which indemnification is provided hereunder and shall have the right (at Artist's expense) to have counsel present in connection therewith, provided such counsel fully cooperates with Company's counsel and does not interfere with the reasonable handling of the claim or action by Company.

Any and all compensation paid to Artist by Company shall be paid without any deductions or withholdings taken therefrom for taxes or any other purpose. Artist acknowledges that Company makes no warranties as to any tax consequences regarding payment of any and all fees by Company to Artist, and Artist specifically agrees that the determination of any tax liability or other consequences of the payment to Artist is Artist's sole and complete responsibility and that Artist will pay all federal, state and local taxes, if any, including of any foreign jurisdiction assessed on such payments from any applicable taxing authority. Company will issue the applicable Form(s) 1099 in connection with any payments made to Artist. In that respect, Artist agrees to indemnify and hold the Company harmless from any tax liabilities or penalties should any such liabilities or penalties be assessed against Company as a result of Artist's failure to make the proper tax payments relating to the agreement entered into in connection herewith or the Company's failure to make withholding payments. Artist understands and agrees that, as an independent contractor,

Artist will have no right to claim or receive any health or life insurance benefits, 401(k) benefits, worker's compensation and/or unemployment benefits or other employee benefits from or through Company by reason of the agreement entered into in connection herewith or Artist's performance of the services hereunder, and that the Company will not make any unemployment, worker's compensation or other insurance contributions on Artist's behalf. Artist agrees that it shall obtain, at Artist's own expense, such health, life, worker's compensation, unemployment and other insurance as is ordinarily obtained by similarly situated independent contractors in the industry and in any event, in the minimum amounts required by applicable state law. Artist shall provide evidence of such insurance to Company upon request.

Artist hereby covenants and agrees that Artist shall not have or be deemed to have any lien, charge or other encumbrance upon any of the rights conveyed to Company herein or proceeds derived therefrom, and that no act of or omission by Company, nor any other act, omission or event of any kind, shall terminate or otherwise adversely affect Company's ownership of the rights conveyed herein. Any remedies Artist may have against Company in connection with the Rights and the Project shall be limited to the right to recover money damages, if any, in an action at law, and Artist hereby irrevocably waives any right or remedy in equity, including any right to rescind Company's right and interest in and to the Rights or to seek or obtain relief to enjoin or restrain the distribution or exhibition of any motion picture or other production based on the Rights, including any advertising related thereto. Artist acknowledges that Artist's services are of a unique, extraordinary and intellectual character, the loss of which cannot be adequately compensated in damages in an action at law, and therefore Artist acknowledges that Company shall be entitled to seek and/or obtain injunctive and other equitable relief to prevent or curtail any breach by Artist in connection herewith.

Artist shall not disclose or otherwise reveal to any third party (i) the terms of Artist's engagement in connection with the Project, (ii) any information pertaining to the development, production and/or exploitation of the Project, and/or (iii) any information pertaining to Company, including, but not limited to, any of Company's business activities, practices generally or in connection with their involvement with the Project, and/or related to any of its officers, owners, managers, or other employees; provided, however, that the foregoing shall not restrict Artist's disclosures (A) to Artist's attorneys, accountants and/or representatives (each of whom shall likewise observe this confidentiality provision) and (B) as required by law.

Company may freely (and without restriction) assign or license any of its rights hereunder, and any such assignment or license shall inure to the benefit of such assignee or licensee and shall be binding upon Artist. In the event of any such assignment by Company, and provided such assignee assumes in writing all of Company's obligations as of the date of such assignment and further provided such assignee is a "major" or "mini-major" motion picture company, national network or similar financially responsible party or any party which controls, is controlled by or is under common control with Company or which through merger, consolidation or acquisition succeeds to substantially all of the assets of Company, Company shall be relieved from all further obligations to Artist hereunder accruing from and after the date of such transfer. The services to be rendered by Artist hereunder are personal to Artist and of the essence of the Letter Agreement. Neither the Letter Agreement nor any of Artist's rights or obligations hereunder may be assigned, delegated or otherwise transferred by Artist.

[Signature Page Follows]

Executed as of November 27, 2023.


AGREED AND ACCEPTED:

VILLAGE ROADSHOW ENTERTAINMENT
GROUP USA INC. (“**Company**”)

By: _____

Its: _____

AGREED AND ACCEPTED:


Sean Cook (May 3, 2024 21:36 GMT+1)

SEAN COOK (“**Artist**”)