

LOAN-OUT INDEMNIFICATION AGREEMENT

This LOAN-OUT INDEMNIFICATION AGREEMENT ("Agreement") is entered into as of [redacted] ("Effective Date") by and between Cast & Crew LLC, a Delaware limited liability company, and its subsidiaries (collectively, "Company"), with principal offices located at 2300 Empire Avenue, Fifth Floor, Burbank, California 91504, and the following Loan-Out Entity and Service Provider:

LOAN-OUT ENTITY: [redacted] (YOU MUST BE AUTHORIZED TO SIGN ON BEHALF OF THIS ENTITY)
ENTITY TYPE (CHECK ONE): [redacted] S-Corporation [redacted] C-Corporation [redacted] LLC (Taxed as corp.) [redacted] LLC (Taxed as partnership) [redacted] Partnership (LP or GP)
FEIN: [redacted]
ADDRESS: [redacted]
SERVICE PROVIDER: [redacted]
LAST 4 SSN: [redacted]
ADDRESS: [redacted]

- 1. **REPRESENTATIONS AND WARRANTIES:** Loan-Out Entity and Service Provider represent and warrant the following as of the Effective Date and continuously so long as this Agreement is effective (and, in any event, throughout the term of services hereunder): (a) Loan-Out Entity's Federal Employer Identification Number is set forth above and on the validly executed Form W-9 attached hereto as Exhibit A; (b) true, correct and complete copies of all of Loan-Out Entity's organizational documents (including but not limited to articles of incorporation or a partnership agreement), as amended or supplemented to date, are attached hereto as Exhibit B; (c) true, correct and complete copies of the tax documents required by Company (including but not limited to an IRS Acceptance Letter or Form 1065) are attached hereto as Exhibit C; (d) Loan-Out Entity is (1) a duly organized and validly existing entity of the type set forth above, (2) in good standing in the state of its organization, and (3) qualified to do business in each state in which it is required to be so qualified; (e) Service Provider is a natural person who is a bonafide employee and officer of Loan-Out Entity; (f) Loan-Out Entity is the employer for payroll tax purposes of all individuals represented as rendering services on its behalf; (g) Loan-Out Entity has the exclusive rights to the services of Service Provider in the entertainment field or other applicable field; and (h) the signatory to this Agreement on behalf of Loan-Out Entity is authorized to act on behalf of and to bind Loan-Out Entity.
- 2. **LOAN-OUT ENTITY AND SERVICE PROVIDER OBLIGATIONS:** In connection with this Agreement, Loan-Out Entity shall discharge all obligations imposed by U.S. federal, state, and local law, including but not limited to the timely filing of all required returns and reports, the deduction, withholding and remittance of all sums required with respect to Service Provider's and other employees' compensation, and payment of all assessments, taxes, contributions, and other sums required to be paid by employers for Social Security and Medicare taxes, unemployment compensation and disability benefits. Loan-Out Entity and Service Provider shall ensure that their representations and warranties in this Agreement remain true during the term of this Agreement, and shall promptly notify Company in writing otherwise. Loan Out Entity and Service Provider shall cooperate fully and promptly with Company and its parents, subsidiaries and affiliates if any federal, state or local authorities inquire into, examine or audit any aspect of the relationship between or among Company or its parents, subsidiaries and affiliates on the one hand, and Loan Out-Entity or Service Provider, on the other hand. Upon Company's request, Loan-Out Entity shall promptly provide a certificate of good standing issued by the appropriate secretary of state and any other requested organizational, status or tax compliance documentation. Service Provider hereby guarantees the performance of Loan-Out Entity's obligations under this Agreement.
- 3. **COMPANY OBLIGATIONS:** All payments made by Company for the services of Service Provider are to be made payable to Loan-Out Entity. Company is authorized to make deductions as required by applicable jurisdictions and withholdings as required by unions, guilds and other like organizations. Company shall issue and/or file all required income reporting forms to report its payments to Loan-Out Entity. If audited in connection with this Agreement, Company is authorized to release to the authorities conducting such audit its records of payments to Loan-Out Entity and a copy of this Agreement. Company has no obligations under this Agreement to the extent Service Provider provides services on a project subject to a union or guild that prohibits or restricts the use of loan-outs.
- 4. **INDEMNIFICATION:** Loan-Out Entity and Service Provider shall jointly and severally defend (or at Company's option, pay for the defense with counsel of Company's choosing), indemnify and hold harmless Company and its parents, subsidiaries and affiliates, and each of their respective officers, directors, shareholders, managers, partners, employees, agents, licensees, representatives, successors and assigns, from and against any and all claims, demands, charges, grievances, unfair labor charges, arbitration claims, investigations, administrative actions, court actions, audits, assessments, settlements, litigation, costs, expenses and liabilities, including reasonable legal, accounting and professional service fees and costs, arising from, related to or in connection with any actual or alleged: (a) breach by Loan-Out Entity or Service Provider of this Agreement or inaccurate, misleading or incomplete representation or warranty made herein; (b) failure by Loan-Out Entity or Service Provider to comply with applicable law, rule, regulation or the like; (c) failure by Loan-Out Entity or Service Provider to comply with taxes, interest, and penalties assessed by or payable to any taxing authority arising from or in connection with this Agreement or any payments made by Company to Loan-Out Entity; (d) assertions by any taxing authority that Company is or was required to withhold, deduct or pay over any amounts in respect of Company's payments to Loan-Out Entity; or (e) assertions that Company is obligated to pay any amounts or incur any expenses in connection with this Agreement, other than the payments required to be made to Loan-Out Entity pursuant to the first sentence of Section 3 hereof.
- 5. **LIMITATION OF LIABILITY:** In no event shall Company or its third-party service providers be liable for any damages (whether direct, indirect, incidental, consequential, exemplary, special or otherwise) arising from, relating to or in any way connected with this Agreement, whether in an action based upon contract, tort or otherwise. Service Provider shall look solely and exclusively to Loan-Out Entity for compensation in connection with the payments by Company to Loan-Out Entity under this Agreement and any required deductions or withholdings made by Company regarding such payments.
- 6. **MISCELLANEOUS:** This Agreement may be terminated by Company at any time for any or no reason upon 24 hours' written notice (including email) to Loan-Out Entity or Service Provider. This Agreement may not be assigned (whether by contract, operation of law or otherwise) except by Company.

CAST & CREW LLC	LOAN-OUT ENTITY	SERVICE PROVIDER
<u>Ross Agre</u>	_____	_____
Authorized Signature	Authorized Signature	Signature
<u>Ross Agre</u>	_____	_____
Name	Name	Name
<u>Chief Legal Officer</u>	_____	_____
	Title	

EXHIBIT A

Form W-9

[Attached separately]

EXHIBIT B

Organizational Documents

[Attached separately]

EXHIBIT C

Tax Documents

To be specified by Company

[Attached separately]