



**MOTION PICTURE SERVICE AGREEMENT FOR
SHORT FILMS LESS THAN 45 MINUTES: AUSTRALIA**

Production: "Eve"

Mixing Studio: Soundfirm Pty Ltd (Sydney)

Definition Of Title

This contract is for films less than 45 minutes in length, that do not sell or advertise any product on behalf of a third party.

Services

Dolby Laboratories Inc. ("Dolby"), a company incorporated in the United States, 100 Potrero Avenue, San Francisco, CA94103-4813, represented by Mrs. Alex Causley, Administration Manager of the UK branch of the company, Wootton Bassett, Wiltshire, SN4 8QJ, England, provides services to motion picture and distribution companies during the preparation and presentation of Dolby Soundtracks. These services are supplied in accordance with the following understanding:

Fixed Services:

1. **Encoder.** Provided the mix takes place in the Studio named above, which is a listed Dolby Approved Studio equipped with appropriate encoding and monitoring equipment, Dolby will allow the use of this equipment during the original sound mix. This equipment facilitates the preparation of Dolby SR and Dolby Digital printing masters. Equipment is furnished with the understanding that Dolby's liability is limited to replacement of parts found to be defective.
2. **Alignment.** The studio receives regular checks of alignment and equalisation by Dolby Sound Consultants in the preparation of feature films. This service is not normally provided for short films. However, if the Production, the Studio or any Dolby personnel consider that a check-out is required before the mix, and reasonable notice is given, then this will be carried out and charged to the Production according to the rates below.
3. **Print Sound Checks.** Dolby engineers or sound consultants collaborate with stereo optical transfer facilities and laboratories to achieve the best quality for release prints of feature films. Such services are not normally provided for short films. If the Production requires any print checks this can be arranged and will be charged according to the rates below. If it is suspected that there may be a print problem affecting the sound quality Dolby must be informed immediately so that any problems may be solved.

Additional Services

In addition to the above fixed services, when requested Dolby will use best efforts to furnish the services of one of its engineers or sound consultants to advise on the use of the Dolby equipment in the recording, mixdown and playback of the soundtrack for the production. Specific areas where the advice and expertise can be of assistance include: pre-production planning, location recording, sound effects, looping, ADR, music recording, final mixdowns (dubbing), production of stereo music and effects masters for foreign releases, foreign language dialogue recording and mixing, previews, screenings and theatre sound checks.

Music Mixing Given reasonable notice Dolby will provide a DS-424, or similar monitoring device, to aid in the mixdown of music for the Production at a suitably equipped studio. This will be charged at A\$750.

Dolby SR. There is no fixed fee payable for a Dolby SR mix. Should the services of a Sound Consultant be required at the mix his time will be charged at the hourly rates shown below.

Dolby Digital If the short film is to be released in Dolby Digital a fixed fee of A\$750 will be charged to the Production. The fee includes the MO disk and the cost of the transfer to Dolby MO disk. The transfer will be undertaken at a Dolby Approved transfer facility unless otherwise agreed. If a consultant is required to attend the mix and the time provided (including travel time) exceeds 3 normal working hours (or an equivalent combination of overtime and normal time) then the additional time shall be charged as detailed below. Sufficient notice is required of a Dolby Digital mix to ensure the transfer time or, the availability of the DS10 or similar encoding equipment in the studio.

Hourly Rates

A\$100 per hour from 08.00 to 18.00 (normal time)
A\$150 per hour from 18.00 to 08.00 (overtime) weekdays or Public Holidays, Saturdays and Sundays.
The minimum charge for each call-out will be three hours.

Travel

All travel, meals, lodging and travel time will be charged at cost for all services where those services are rendered outside cities that do not have resident Dolby sound consultants.

Payment Terms

Where a fixed fee is payable, it is payable prior to commencement of the mix. Payment for additional services and travel costs must be made immediately upon receipt of invoice. A deposit may be required prior to the commencement of the mix for travel costs and additional services.

Limitation of Warranty

Dolby represents that its services will be performed in accordance with generally accepted professional standards but expressly disclaims all other warranties, express or implied, statutory or otherwise, including any implied warranty of merchantability or fitness for a particular purpose.

Responsibilities of Client

While best efforts will be employed by Dolby and its personnel, the client acknowledges the limited role of Dolby and its engineers and sound consultants in the use of Dolby equipment for the recording and mixing of sound, and agrees that Dolby and its engineers and sound consultants will not be held responsible for the success or failure of any step in the mixing process, or for the quality of the completed soundtrack. The client must ensure that the soundtracks are checked on the "Answer Print" prior to bulk printing. The Client recognizes that Dolby SR optical prints may be compatible for playback in conventional Dolby theatres dependant on many factors, including the quality of the original tracks and various factors during the mixing of the soundtrack elements. The decision as to whether or not the Dolby SR print is compatible, or that any stereo optical prints are suitable for mono playback, shall be made solely by the Client. Dolby and its engineers and sound consultants shall not be held responsible if the mix is deemed to be incompatible for other forms of reproduction.

The Client agrees not to use the word Dolby or any of the Dolby marks in any manner in association with this production without obtaining an executed Worldwide Trademark And Standardisation Agreement from Dolby Laboratories Licensing Corporation, specifically for the production covered by this agreement.

Dolby Sound Consultant Credit

If a Dolby sound consultant has provided services during soundtrack preparation as described above a suitable film credit should be given. The form of such credit is:

Dolby Sound Consultant.....Consultant's name

Limitation of Liability

Neither party to this Agreement shall be taken to be the agent or representative of the other party and neither party shall have any authority to assume any obligation for or to commit the other party in any way. The Client will indemnify, and hold Dolby and its engineers and sound consultants harmless from, any loss (including legal fees), injury, damage or other liability resulting from or claimed to result from the production of the soundtrack. Under no circumstances will Dolby or its engineers or sound consultants be liable for any consequential damages or for any production or exhibition delays.

Taxation Matters

VAT: the present agreement is subject to UK VAT rules.

International tax: the present agreement is regulated by the provisions of the relevant tax treaty signed between the USA and the country of residence of the client designated hereunder (overleaf).

On behalf of:

Dolby Laboratories Inc.
Signature: [Signature]
Name: Alex Causley
Title: Administration Manager, PSG
Date: 15/12/05

Approved and accepted on behalf of:

SYDNEY FIRM SCHOOL (Client)
Signature: [Signature]
Name: PAUL LEEHANE
Title: EVE
Date: 14 DEC 05

The charges and terms shown are valid for a period of twelve months from date shown under the Dolby Laboratories signature. W03/207

WORLDWIDE TRADEMARK AND STANDARDIZATION AGREEMENT THEATRICAL MOTION PICTURES

LICENSOR

Dolby Laboratories Licensing Corporation
100 Potrero Avenue
San Francisco, California 94103
A Subsidiary of Dolby Laboratories Inc
("Dolby")

Signature: [Signature]
Name: Alex Causley
Title: Administration Manager, Production Services Group
Date: 15/12/05

LICENSEE

[Signature]
SYDNEY FILM SCHOOL
Signature: [Signature]
Name: PAUL ELLMAN
Title: EVE
Date: 14 DEC 05

LICENSED PRODUCTION: "Eve" Short Film

Section A - Introduction

The Dolby Marks are associated with technically high-quality presentations in the professional recording, broadcasting, consumer, and motion picture environments. To maintain the integrity of the Dolby Marks, they may be applied only in association with continuing high-quality recording and playback.

In particular, licensor has developed a high-quality motion picture recording and playback sound system and a series of recommendations and practices ("Dolby Technology") for use in the production and exhibition of motion pictures. Licensee intends to produce the Licensed Production, as well as some or all of its foreign release equivalents, utilizing Dolby Technology.

The final quality depends on many factors, including the quality of the original tracks, as well as variations during the mixing of the soundtrack elements. Maintenance of release media quality along with standardization in production and identification is in the interests of all parties. As such, it is agreed as follows:

Section B - Main Provisions

1. Licensee will use the Dolby Marks in the theatrical advertising and promotion of the Licensed Production in the manner set out below subject to the release media meeting the quality specifications in Appendix II. No right to use the Dolby Marks in connection with a particular foreign language release is granted unless it is produced utilizing Dolby Technology.
2. The Licensee acknowledges the Licensor's ownership of the Dolby Marks and agrees not to use them in any way (or otherwise to take any action) which might endanger the Licensor's rights in the ownership thereof.

Section C - Trademark Usage

1. The Licensee will use the Dolby Screen Credit in the form shown in Appendix I to identify the use and feature(s) of Dolby Technology on the release media. The Dolby Screen Credit shall be in a size no smaller than that accorded any other technical or format credit.
2. Paid advertising issued by the Licensee or any group or individual appointed by the Licensee related to presentations of the Licensed Production utilizing Dolby Technology will include a credit as specified in Appendix I.
3. Upon request Licensor may conduct tests at its own or other suitable facilities to determine compliance with quality specifications as listed in Appendix II, and the consequent applicability of the Dolby Marks.
4. For subsequent release on consumer release formats the correct mark(s) from among the Dolby Marks must be used on packaging and media to identify the audio format (for example, Dolby Surround or Dolby Digital), and a separate agreement may be required. Please contact Licensor for details.

Section D - Media Availability, Identification and Announcement

1. The Licensee will use its best efforts to provide appropriate release media to theatres equipped with Dolby Processors.
2. Dolby may announce the intended release of the Licensed Production in the specific Dolby audio formats.
3. Licensee agrees to inform Dolby, as early as possible, of the specific release format(s).
4. To assist in film print distribution and identification, cans or cartons containing Release Prints coded with Dolby Technology should be so identified, indicating either Dolby SR, Dolby Digital or Dolby Digital Surround EX depending on the actual Dolby Soundtrack format.
5. To assist in D-Cinema distribution, audio files shall be identified as Dolby Technology and where appropriate with the form of coding employed.

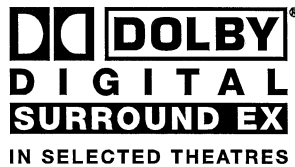
Section E - Implementation

In the event that the Licensee contracts for the distribution or advertising of the Licensed Production and its foreign language versions by those other than the Licensee, the Licensee will inform such party(s) of the trademark obligations of this Agreement and will inform the Licensor of the name of such party(s). The Licensee will cooperate with the Licensor and the Licensor will cooperate with the Licensee in the implementation of this Agreement.

APPENDIX I: Dolby Screen Credit for Dolby Digital Release Prints, trailers and posters and subsequent or concurrent D-Cinema release:



For films and audio files for D-Cinema in Dolby Digital Surround EX the alternative screen credit must be used:



For exclusive D-cinema release or Dolby SR films the following credit for screen, trailers and posters should be used:



All Licensee and distributor advertising shall follow the detailed guidelines in the *Motion Picture Advertising Guidelines for Licensed Distributors*, which are available in English as well as a number of other languages. Appropriate foreign language translations of the disclaimer "In Selected Theatres" should be used with foreign language versions. Corresponding guidelines for theatres are also available from Dolby.

APPENDIX II: Overall Record/Playback Specifications for Dolby Soundtrack Formats:

Regardless of the release format, all mixes shall be made to Dolby Technology specification. Final transfers of Dolby Soundtracks to occur at a facility or facilities approved and checked by Dolby.

A. Dolby Digital Photographic Soundtracks:

Final printmasters encoded and recorded using digital encoding equipment supplied by Dolby.
Dolby AC-3 multichannel coding characteristics in the composite digital signal. Dolby SR characteristics, as below on the analog tracks. Dolby recommends that the licensee informs both the optical transfer facility and the printing laboratory to supply SR analogue soundtracks using HIGH MAGENTA printing to give the correct sound replay for projectors equipped with both white light and red LED/LASER sound readers.

B. Dolby Digital Surround EX Photographic Soundtracks:

As per A., plus Dolby Digital Surround EX encoding/monitoring equipment supplied by Dolby.

C. Dolby SR Analog Photographic Soundtracks:

4-channel sound encoded onto 2 audio tracks using matrix-encoding equipment supplied by Dolby in a Dolby approved studio.
Dolby encoding and decoding equipment.
Optical transfer at an approved Dolby transfer facility.

D. D-Cinema Soundtracks:

Final printmasters calibrated to have recorded levels and characteristics identical to those on the equivalent film Release Prints if applicable.
Optional: Dolby professional distribution audio compression.

APPENDIX III: Definitions:

Dolby Marks: Dolby, , , , , and  are trademarks of Dolby Laboratories Licensing Corporation in territories worldwide.

Release Prints: A Licensed Production that meets the quality specifications set out in Appendix II and which has been produced under the general supervision of a Dolby sound consultant based on the Motion Picture Service Agreement for the Licensed Production. The use of equipment manufactured by Dolby during the mix does not guarantee that a production will meet these specifications. The overall quality of the soundtrack is dependent upon many other factors.

Dolby Processor: Theatre sound processing equipment manufactured by Dolby for the playback of Dolby Soundtracks.

Dolby Digital Surround EX Processor: Theatre sound processing equipment manufactured by Dolby specifically for the playback of the soundtracks encoded with Dolby Digital Surround EX.

Dolby Technology: Dolby approved mixing studio with monitoring aligned to Dolby standards and levels prior to mixing by Dolby personnel or approved Sound Consultants..

Dolby Soundtracks: Soundtracks that have been produced using Dolby Technology and meeting the requirements in Appendix II.