

AGREEMENT, WAIVER AND RELEASE

ASIAN ANIMATION SUMMIT: PRESENTER TERMS AND CONDITIONS

DATED AS OF July 30, 2020

The Asian Animation Summit (the “Event”) is an international pitching event designed to showcase new kids entertainment projects. The Event is open to all creators and producers looking for financing partners to develop TV, film and multiplatform audiovisual projects for children. Only a few presenters (the “Presenter”) will be selected to pitch their projects (the “Project”) at the Event. The Event is produced by Brunico Communications Ltd. (“Brunico”), in collaboration with partners from the kids entertainment industry (the “Partners”) including KOCCA, MDEC, BAPAREKRAF, Screen Queensland/Create NSW (Australia), DITP (Thailand) and VIPO (Japan). Attendees (the “Attendees”) of the Event may include kids entertainment creators, producers, distributors, broadcasters and various financing partners.

In consideration of the Presenter’s participation in the Event, the Presenter hereby acknowledges that:

1. The Presenter agrees to hold Brunico and its Partners, including their subsidiaries and affiliates, and all of their respective directors, officers, executives, producers, managers, agents, representatives, employees and volunteers, harmless from and defend them against: all claims, demands, losses, costs, damages, judgments, liabilities and expenses (including attorney's fees) arising out of or in connection with the Presenter’s Project; any and all direct or indirect claims of third parties or otherwise, whether or not groundless, based on any screenplays, plots, characters, stories, concepts or ideas presented by the Presenter during the Event, or on any screenplay, film or material developed out of those idea(s), stor(ies), concept(s), plot(s), treatment(s), suggestion(s), character(s) and the like (“Project Materials”).
2. The organizers of the Asian Animation Summit have the Presenter’s authorization to circulate Project Materials to the Attendees electronically and in printed form.
3. The Presenter waives all rights to take any action or initiate any claim against Brunico or its Partners and shall hold Brunico and its Partners harmless in the event that the Presenter’s intellectual property rights related to the Project Materials are infringed as a result of participating in the Event.
4. Brunico and its Partners have organized the Event to facilitate business development and networking opportunities between its Presenters and Attendees. Brunico and its Partners do not in any way guarantee that any Attendees will agree to develop and/or finance the Presenter’s Project. Neither Brunico, its Partners, nor any of their affiliates shall be held liable in any capacity to the Presenter or to any other party as a result of arrangements made between Partners, Attendees and /or Presenters, including any contractual terms agreed to or negotiated or any breach thereof.
5. The Presenter holds copyrighted ownership on the Project Materials submitted to and presented at the Event, and has the full and exclusive right to present the Project. No other person, corporation or other entity has any right, title or interest in the Project or the Project Materials inconsistent with the Presenter’s rights to develop and license the Project.

6. Neither the Project nor the Project Materials are defamatory, and they do not infringe upon or violate the privacy rights, copyrights, trademarks, publicity or other intellectual or proprietary rights of any third party.
7. The Presenter agrees to inform his or her national Screen Agency of any business offers resulting from its presentation at the Event.
8. This Agreement, Waiver and Release shall be governed by the laws of the Province of Ontario in Canada. The parties agree to submit to the exclusive jurisdiction of the Province of Ontario in connection with any legal action or proceeding arising out of this Agreement, Waiver and Release, or the participation of the Presenter in the Event.
9. The signature of any of the parties may be evidenced by a facsimile, scanned email or internet transmission copy of this Agreement, Waiver and Release bearing such signature.
10. This Agreement, Waiver and Release may be signed in one or more counterparts, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument. Notwithstanding the date of execution or transmission of any counterpart, each counterpart shall be deemed to have the effective date first written above.

I have read and accept the terms of this Agreement, Waiver and Release.

Signature _____

Name _____

Title _____

Company _____

Date _____

Brunico Communications Ltd

Name/Title:-----

Presenter's Signature

Presenter Name/Title