

Shopping Agreement

Effective Date: [REDACTED] 2025

Parties: This Shopping Agreement (“Agreement”) is entered into as of the Effective Date by and between **Woodside Motion** (“Company”) and [REDACTED] (“Author”). The Author is the sole owner of a certain literary work currently titled [REDACTED] (the “Property”). Company and Author may each be referred to as a “Party” and collectively as the “Parties.” In consideration of the mutual promises and covenants herein, the Parties hereby agree as follows:

1. Grant of Rights

Grant: Author hereby grants to Company the right to present, market, and “shop” the Property to motion picture and television studios, production companies, networks, distributors, financiers, and other potential buyers or backers for the purpose of developing the Property into a screen production. This grant of rights is solely for the purpose of soliciting a third-party agreement to option or purchase the Property for film, TV or other screen adaptation. Company’s rights include the right to pitch the Property, arrange meetings or presentations, and share copies or excerpts of the Property with interested third parties, **provided** that Company shall not make any alterations to the Property or enter into any binding agreement concerning the Property on Author’s behalf without Author’s prior written approval.

Approval of Deals: Company is **not** authorized to sell, option, license, or otherwise dispose of any rights in the Property on its own, but is authorized to negotiate preliminary terms with interested third parties. The Author retains the right to approve any final deal for the option or sale of rights in the Property. In the event a third party expresses serious interest in the Property, the Parties (and such third party) shall negotiate in good faith the terms of separate agreements for: (a) Author’s grant of rights in the Property (e.g. an option/purchase agreement between Author and the third-party buyer), and (b) Company’s services as a producer or executive producer on the project (e.g. a producer agreement between Company and the third-party). Each Party shall have the right to negotiate its own compensation and credits with the third party in such deals. The Parties acknowledge that if, despite good faith efforts, no third-party agreement is concluded, it shall not be deemed a breach of this Agreement.

2. Term and Termination

Term: The term of this Agreement (the “Term”) shall commence on the Effective Date and continue for an initial period of twelve (12) months, unless earlier terminated in accordance with this Agreement. If a potential financier or buyer commences substantive negotiations to option or purchase the Property before the end of the initial Term, then the Term shall automatically be

extended for an additional ninety (90) days, or until the completion or abandonment of such negotiations, whichever occurs first. The Term may be further extended or renewed only by the written agreement of both Parties.

Good Faith Offers; No Circumvention: If during the Term Company presents a **bona fide** third-party offer or leads substantive negotiations for the Property that, for any reason, do not result in a consummated agreement before the expiration of the Term, then Author agrees that Author shall not, without including Company, enter into any agreement with that same third party for the sale, option, or other exploitation of the Property for a period of twelve (12) months following the expiration of the Term. In other words, if Company's shopping efforts during the Term lead to an interested buyer who makes an offer that isn't finalized before the Term expires, Author will not circumvent Company by closing a deal with that buyer behind Company's back during the specified post-Term period. However, this restriction shall not apply if Company has materially breached this Agreement or if the Parties mutually agree in writing to waive this provision on a case-by-case basis.

Early Termination: Either Party may terminate this Agreement prior to the end of the Term if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice from the non-breaching Party. A termination for breach shall be effective upon the breaching Party's receipt of a final notice of termination if the breach has not been timely cured.

Rights Reversion: Upon expiration of the Term or any earlier termination of this Agreement, all rights granted to Company hereunder shall immediately revert to Author. Thereafter, the Company shall have no further rights to shop or exploit the Property, and the Author shall be free to dispose of the Property in any manner. No such expiration or termination shall extinguish any claim either Party may have against the other for any prior breach of this Agreement. The provisions of this Agreement that by their nature should survive (including but not limited to confidentiality, indemnification, and dispute resolution) shall survive the expiration or termination of the Agreement.

3. Exclusivity

During the Term, the rights granted to Company under this Agreement are **exclusive** to Company. The Author shall not, directly or indirectly, solicit or entertain offers from, or grant any rights in the Property to, any other producer, studio, network, financier or other third party for the purpose of developing or producing a screen adaptation of the Property during the Term. Company alone shall have the exclusive right to shop the Property in the marketplace during the Term, which ensures that no other party can compete with or undercut Company's efforts during this period. If Author or Author's representatives receive any inquiry or offer regarding the Property during the Term, Author shall promptly inform Company and direct such third party to communicate with Company. Notwithstanding the exclusivity of this arrangement, nothing herein shall be construed to prevent Author from continuing to write, publish, or exploit the original literary Property in its own medium (e.g. publish the book or manuscript) provided that such activity does

not involve any grant of motion picture, television, or other screen adaptation rights to any other party during the Term.

(If the Parties intend for a **non-exclusive arrangement – i.e., allowing the Author to also shop the Property or engage other parties – then this Section 3 may be modified to reflect that understanding. In the absence of such a modification, the arrangement is exclusive as described above.)*

4. Compensation

No Upfront Fees: The Parties agree that no option fee or other upfront compensation is being paid by either Party to the other in exchange for entering into this Agreement. Neither Author nor Company shall receive any money simply by virtue of signing this shopping agreement, and neither Party is guaranteed any compensation hereunder unless a third-party deal for the Property is successfully secured.

Third-Party Deal Compensation: If, during the Term, Company succeeds in arranging a third-party agreement for the option or purchase of the Property, the compensation for such option/purchase shall be negotiated in the separate agreement between Author and the third-party buyer. In such an event, the Author will be entitled to receive from the third-party whatever option payments, purchase price, royalties, or other considerations are agreed upon for Author's rights in the Property. Similarly, the Company will negotiate its own agreement with the third-party (for example, a producer agreement) to receive production fees, executive producer fees, bonuses, and/or screen credits as applicable. Author's deal and Company's deal with the third-party will be separate, and Company understands that Author will seek the best possible deal for Author's rights, just as Company will seek appropriate compensation for its services. Unless otherwise agreed, Company's compensation (if any) for successfully shopping the Property will come from the third-party production or distribution arrangement (e.g. a producer's fee paid by the studio or financier), not from Author's own payments. If no third-party agreement is secured during the Term, then neither Party shall owe any compensation to the other, and each Party shall bear its own costs and expenses incurred in connection with this Agreement.

5. Ownership and Copyright

Retention of Rights: Author retains all right, title, and interest in and to the Property, including all copyrights and all other intellectual property rights in the Property, subject only to the specific rights granted to Company for the Term as set forth in this Agreement. Nothing in this Agreement shall constitute or be construed as an assignment, transfer, or exclusive option of any of Author's rights in the Property to Company. Except for the limited shopping/pitching rights granted herein, all rights in the Property are reserved to the Author.

No Ownership by Company: Company acknowledges and agrees that it shall not acquire any ownership or proprietary interest in the Property (or any element of it) as a result of this

Agreement. In particular, Company shall not have any right to exploit or use the Property except as expressly permitted by this Agreement, and Company has no right to create derivative works based on the Property (except pitch materials as described below) or to exercise any publishing, filming, or other adaptation rights in the Property until and unless a separate agreement is executed with Author (or Author's designee) granting such rights. If the Term expires or this Agreement is terminated without a third-party option or purchase of the Property, all rights granted to Company shall revert fully to Author, and Company shall have no further claims or interests in the Property whatsoever (except that the restriction on dealing with certain third parties in Section 2, if applicable, shall continue to bind Author for the period stated therein).

Pitch Materials: Author authorizes Company to create pitch materials, presentations, or proposals incorporating elements of the Property (e.g. summaries, sizzle reels, look-books, etc.) solely for use in pitching the Property to potential buyers during the Term. Any such materials created by Company shall be deemed derivative works of the Property prepared with Author's consent. Author shall own all rights in and to any such pitch materials (to the extent they embody portions of the Property), and Company hereby assigns to Author any rights Company may inadvertently acquire in those materials. Company may not exploit or disclose any such materials after the Term except with Author's permission or as needed for archival portfolio purposes.

6. Representations and Warranties

Mutual Authority: Each Party represents and warrants that it has the full right, power, and authority to enter into and perform this Agreement, and that doing so will not violate any other agreement to which that Party is a party.

Author's Representations: Author represents and warrants to Company, as of the Effective Date and throughout the Term, that:

- **Original Ownership:** Author is the sole author and creator of the Property and the sole owner of all rights in the Property. Author has not assigned, licensed, or otherwise disposed of any rights in the Property that would conflict with or impair the rights granted to Company herein.
- **No Infringement:** The Property is an original work and does not infringe upon or violate any copyright, trademark, trade secret, or other proprietary right of any third party, nor defame or invade any rights of privacy or publicity of any person. To the Author's knowledge, there are no pending or threatened claims or litigation regarding the Property.
- **No Prior Agreements:** Author has not previously optioned, sold, licensed, or encumbered the Property or any rights in the Property to any third party, and no outstanding liens, judgments, or interests of others exist that would adversely affect the rights granted under this Agreement.
- **No Conflicting Obligations:** Author is under no obligation or restriction (such as a prior agreement, court order, or guild requirement) which would prevent Author from entering

into this Agreement or from fully performing Author's obligations hereunder, and Author has not and will not enter any agreement during the Term that conflicts with this Agreement.

Company's Representations: Company represents and warrants that:

- **Organization and Authority:** Company is a duly organized entity in good standing under the laws of its jurisdiction (if applicable) and has the full right and authority to enter into and perform this Agreement. The person signing this Agreement on behalf of the Company is authorized to do so.
- **No Conflicts:** Company's entry into and performance of this Agreement will not breach or conflict with any agreement, understanding or obligation that Company or its principals may have with any third party.

No Guarantee of Outcome: Company does **not** represent or warrant that any specific deal, financing, or production will result from this Agreement, or that the Property will be produced or distributed in any form. The Author acknowledges that Company has made no guarantees or promises of success, and that this Agreement only gives Company an opportunity to try to set up a project based on the Property. The Author further acknowledges that the very nature of a shopping agreement is that neither party earns any money unless a third-party is successfully brought in to finance or purchase the project.

Indemnification: Author shall defend, indemnify, and hold harmless Company and its owners, officers, employees, and agents from and against any and all losses, claims, liabilities, damages, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any breach by Author of any warranty, representation or covenant in this Agreement; or (b) any claim that the Property (as provided by Author) infringes or violates the intellectual property or other rights of any third party. Company shall promptly notify Author of any claim for which it seeks indemnity, and cooperate (at Author's expense) in the defense. Author shall have the right to control the defense and settlement of any such claim, provided that no settlement admitting liability of Company or imposing non-monetary obligations on Company may be made without Company's prior written consent (not to be unreasonably withheld). The indemnity obligations hereunder shall survive the expiration or termination of this Agreement.

7. Confidentiality

The Parties acknowledge that during the course of this Agreement, each may receive or become aware of confidential information regarding the other Party or the Property. **Confidential Information** includes the terms of this Agreement, the content of the Property (to the extent not publicly available), and information about negotiations or business strategies regarding the Property. Each Party agrees to keep all confidential Information strictly confidential and not to disclose it to any third party except as expressly permitted herein.

The Author understands that the Company may need to share certain information about the Property with prospective buyers or partners in order to fulfill the purpose of this Agreement. Company may, **during the Term**, disclose materials and information about the Property to bona fide third-party buyers or financiers, but solely to the extent necessary to solicit interest in the Property, and only under circumstances that are reasonably intended to maintain the confidentiality of the Property (for example, pitching the story in private meetings or providing script copies to reputable companies). Company shall request that any third party who reads the Property or related materials maintains their confidentiality and does not further distribute them.

Except as permitted above, neither Party shall, **without the prior written consent of the other Party**, disclose to any outside person or entity any of the following:

- The terms of this Agreement;
- The content or any non-public elements of the Property, beyond what is necessary to pitch or market it as allowed under this Agreement;
- Any confidential, proprietary or sensitive information of the other Party obtained in connection with this Agreement.

The foregoing confidentiality restrictions do not apply to information that (i) is or becomes part of the public domain through no fault of the receiving Party, (ii) was already known to the receiving Party free of any confidentiality obligation, (iii) is lawfully obtained by the receiving Party from a third party not bound by confidentiality, or (iv) is required to be disclosed by law or legal process (in which case the disclosing Party shall, if permitted, give advance notice to the other Party to allow an opportunity to seek a protective order). Each Party's obligations of confidentiality and non-disclosure shall survive the expiration or termination of this Agreement for a period of at least two (2) years thereafter (or indefinitely with respect to trade secrets, confidential Property content, or as long as the information remains proprietary, whichever is longer).

8. Governing Law and Dispute Resolution

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., applicable to contracts made and performed entirely within that state, without regard to its conflict of law principles.

Negotiation; Arbitration: The Parties shall first attempt to resolve any dispute, claim, or controversy arising out of or relating to this Agreement (or the breach thereof) through good-faith negotiations. If the Parties are unable to resolve a dispute informally, the dispute shall be **submitted to final and binding arbitration**. The arbitration shall be administered by the American Arbitration Association (**AAA**) under its Commercial Arbitration Rules (including the Procedures for Large, Complex Commercial Disputes if applicable), or under such other arbitration rules as the Parties may agree. The arbitration shall take place in New York, New York, or another location mutually agreed upon by the Parties, and it shall be conducted by a single neutral arbitrator who has experience in entertainment/media contracts. The arbitrator shall apply

New York law in accordance with the choice-of-law clause above, and shall have the authority to award any relief available in a court of law. The arbitrator's award shall be written and include the essential findings and conclusions upon which the award is based. **Confidentiality:** The Parties agree that the arbitration, including the hearing and any discovery, evidence or award, shall be confidential and not open to the public, and all disclosures made in the course of arbitration shall be maintained as confidential.

Court Relief and Enforcement: Notwithstanding the foregoing arbitration provision, either Party may seek interim or preliminary relief (such as an injunction) from a court of competent jurisdiction if necessary to protect its rights or confidential information, pending the final decision of the arbitrator. The arbitration award shall be final and binding on the Parties, and judgment upon the award may be entered in any court of competent jurisdiction. **Attorneys' Fees:** In any arbitration or court proceeding arising out of or related to this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees and costs from the other Party, in addition to any other relief granted.

9. Miscellaneous

Entire Agreement: This Agreement constitutes the entire understanding between the Parties with respect to the Property and the subject matter hereof, and it supersedes and replaces all prior and contemporaneous agreements, negotiations, promises, and understandings (whether oral or written) between the Parties regarding the subject matter hereof. The Parties acknowledge that no representations or promises not expressly contained in this Agreement have been made by either Party or by anyone acting on behalf of either Party. Each Party has relied solely on its own judgment (and, if applicable, independent legal advice) in entering this Agreement.

Amendments and Waivers: No modification, amendment, or waiver of any provision of this Agreement shall be valid unless it is made in a writing signed by both Author and Company. Any waiver of a breach of any provision of this Agreement in a particular instance shall not be deemed or construed as a waiver of any other provision or of any subsequent breach of the same provision.

Assignment: This Agreement is personal to the Author and to the Company. Neither Party may assign, transfer, or delegate this Agreement or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, Company shall have the limited right to assign this Agreement (upon written notice to Author) to an affiliated entity or a financier/production company that is financing or producing the Property, **provided** that (a) such assignment is part of an overall deal to develop/produce the Property, and (b) Company remains responsible for ensuring the assignee fulfills Company's obligations (in other words, Company shall remain secondarily liable under this Agreement). Any attempted assignment in violation of this clause shall be null and void. This Agreement shall be binding on and inure to the benefit of the Parties' respective permitted successors and assigns.

Independent Contractor: The Parties agree that the Company's relationship to the Author under this Agreement is that of an independent contractor. Nothing in this Agreement shall be deemed to create any partnership, joint venture, agency, fiduciary, or employer-employee relationship between Author and Company. Neither Party shall hold itself out as an agent or legal representative of the other, and neither has the authority to incur any obligations or commitments on behalf of the other, except as expressly set forth in this Agreement. Each Party shall bear its own expenses and operational responsibilities in performing under this Agreement, unless otherwise provided in a future agreement.

No Obligation to Produce: Company acknowledges that Author is not obligated to accept any offer or deal that Author does not consider satisfactory, and Author makes no guarantee to Company that any deal will be reached. Likewise, the Author understands that Company is not promising to self-finance or produce the Property; Company's role is limited to using its contacts and efforts to seek third-party interest. Neither Party is under an obligation to actually produce, distribute, or finance a production of the Property unless and until separate definitive agreements are executed with a third-party financier or studio.

Severability: In the event that any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be reformed and construed so as to effectuate as nearly as possible the Parties' intent while complying with applicable law. If such reformation is not possible, that provision shall be deemed severed from this Agreement, and the remaining provisions of this Agreement shall remain in full force and effect.

Counterparts & Electronic Signatures: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. Signatures exchanged by facsimile, PDF, or electronic signature service (e.g. DocuSign) shall be binding to the same extent as original signatures. The Parties agree to accept electronic signatures as valid and binding in lieu of original signatures.

IN WITNESS WHEREOF, the Parties have executed this Shopping Agreement as of the date first written above.

WOODSIDE MOTION CO.

By: 
Name: Felipe Lugo
Title: Producer
Date: 8/15/25
Address: Woodside, New York
Contact No.: +1 (888) 999-1961

CLIENT

By: 
Name: 
Title: Author
Date: 
Address: 
Contact No.: 