

SHOPPING AGREEMENT

THIS AGREEMENT, made Monday, March 30, 2017, by and between

Adrian Țofei (hereinafter referred to as "Co-Writer"), a romanian writer and director with his principal residence at Putnei 140, Rădăuți 725400, Jud. Suceava, Romania,

Duru Yücel Țofei (hereinafter referred to as "Co-Writer"), a turkish writer and actress with her principal residence at Süvari Cad. Çağan Apt. No:20/6, Bornova - Izmir, Turkey,

Lenuta Vladislav (hereinafter referred to as "Artist"), a romanian citizen with her principal residence at Via Carlo Cicogna Mozzoni, 15, 20161, MI, Italia,

Suzan Bymel (hereinafter referred to as "Manager"), Founder and Partner (executive) of Management 360 Inc. ("M360") located at 9111 Wilshire Blvd, Beverly Hills, CA 90210 – USA, and

Andrea Corbella (hereinafter referred to as "Producer"), Development Executive of Entertainment 360 Llc. ("E360") located at 412 N Main St Ste100, Buffalo, WY 82834 – USA.

It is understood that Co-Writers, Artist, Manager and Producer enter into a Shopping Agreement as defined herein; that Producer by reason of Producer's contacts, experience and background, is qualified to help the Co-Writers in the development stage of the project and that Manager, by reason of Managers's contacts, experience and background, is qualified to represent the parties' interest in procuring offers to enter into an Option or Purchase Agreement. Therefore, Co-Writers, Artist, Manager and Producer agree as follows:

1. SCOPE OF AGREEMENT. Co-Writers hereby engages Manager during the term hereof to exclusively represent, advise and solicit offers for the rights to the original, unpublished screenplay entitled "GOOD GIRL" (herein called "Property") written by Co-Writers from an original idea by the Artist and developed by Producer for a deal between Co-Writers, Artist and a Production Company, which shall include a Major Studio or Distribution Company or an Independent Production Company, collectively referred to as "Production Company" and defined further as follow:

- a. Major Studio or Distribution Company includes, but is not limited to Universal Pictures, Warner Bros. Pictures, Paramount Pictures, Sony Pictures, Lionsgate or any related division.
- b. Independent Production Company includes and other Independent Film Production Companies or Distribution Companies includes, but not limited to Nu-Image-Millenium Films, BloomHouse, etc.

2. REPRESENTATION. This agreement and compensation earned by Manager hereunder, is limited solely to Manager's solicitation of offers on Co-Writers' behalf for the purpose of procuring an offer to enter an Option or Purchase Agreement. This Agreement also governs the negotiation of an Option or Purchase Agreement or other legal matters that may arise from time to time. "Negotiation" or "Negotiations" is defined as the conducting of communications and/or conferences resulting from an offer to enter a Option or Purchase Agreement.

3. TERM.

- a. The term of this Agreement shall be for a period of six (6) months commencing on the date hereof.
- b. The Producer guarantee, as a pre-payment, the 10,00% of these minimum guaranteed payments:
 - Original Story - US\$ 4,000 (will be paid to Artist)
 - Original Screenplay, Excluding Treatment/Story - US\$ 16,000 (will be paid to Co-Writers)
- c. These 10,00% pre-payments will be paid in cash within 30 days from the date of this agreement and they are an advance against any future possible payments granted to Co-Writers or Artist by a Production Company for an Option or Purchase Agreement and is paid by the Producer in order to obtain from the Co-Writers and Artist an exclusive right to develop the project. This right has a term equal to that of this Agreement.
- d. If Manager is engaged in negotiations with a Production Company during which time this Agreement would otherwise terminate, then, upon written notice given by Manager, prior to the termination hereof, this Agreement shall be extended for a reasonable period of time, not to exceed six (6) months, to conclude said negotiations. In the event Manager brings Co-Writers and Artist an offer from a Production Company, Co-Writers and Artist agrees to promptly enter into good faith negotiations with the Production Company until Co-Writers, Artist and Producer's negotiations are completed and an Option or Purchase Agreement is signed by the parties thereto or until the negotiations cease.
- e. If Co-Writers or Artist rejects an offer from a Production Company during the term hereof, and subsequently accepts an offer from that Production Company within a period of six (6) months following the termination hereof, it shall be deemed that an Option or Purchase Agreement was executed during the term of this Shopping Agreement.
- f. The Producer will keep Co-Writers and Artist fully informed about all solicitations. Producer will send to Co-Writer and Artist a list of all solicited Production Companies and copies of all correspondence relating to the solicitations conducted in connection with this Shopping Agreement.

4. FEES AND EXPENSES.

- a. Co-Writers and Artist will receive the amount of their pre-payments already net of: an eventualy translation/revision cost (if the Property is not already written in english or not in a correct english) and the "Management Fee" of the 10,00%. Writer and Artist can optionally request the "Legal Assistance" service also offered by Management 360, which will mean a further "Legal Fee" of the 5,00%.
- b. Co-Writers or Artist shall have no other liability to Producer or Manager for the reimbursement of Producer's legal fees or expenses incurred in connection with the performance of this Agreement.

5. COMPENSATION.

- a. Co-Writer's compensation and Artist's compensation for the Property will be negotiated separately and in good faith, by the the Manager, for an option/purchase agreement with the Production Company. Also these compensations will be lowered of the fees, as defined at Point 4/a.
- b. Co-Writer and Artist will be Entitled to receive a percentage of the producers' pool, derived from their respectively on screen credits: "Screenplay by" (Co-Writers) and "Story by" (Artist). This percentage will be negotiated with the Production Company and it will be specified in the agreement mentioned above.

c. Producer's compensation for services (e.g. "development money") will be negotiated separately, by the Producer, and in good faith with the Production Company.

6. MUTUAL WARRANTIES AND REPRESENTATIONS. Both parties warrant and represent that no act or omission hereunder will violate any right or interest of any person or firm or will subject the other party to any liability or claim of liability to any person. Both parties warrant that they are under no disability, restriction or prohibition with respect to their rights to execute this Agreement and perform its terms and conditions. Both parties agree to indemnify the other party and to hold the other party harmless against any damages, costs, expenses, fees (including attorney's fees) incurred by the other party in any claim, suit or proceeding instituted against the other party in which any assertion is made which is inconsistent with any warranty, representation or covenant of that party. A party's obligation to indemnify shall be conditioned upon the prompt notice of an asserted claim for which indemnification may be sought and upon that party's right to intervene and participate, at its own expense, in defense of the claim.

7. NEW MEMBER. In the event that at any time hereafter a new member is intended to be added, Co-Writers shall immediately inform any such prospective additional member of this Agreement of all of its terms and shall immediately inform Producer of the name and address of any additional member and shall immediately cause such additional member to execute this Shopping Agreement.

8. MISCELLANEOUS.

- a. Co-Writers, Artist, Manager and Producer each acknowledge that they have carefully read this Agreement and that they fully understand its contents.
- b. There shall be no change, amendment or modification of this Agreement unless it is reduced to writing and signed by all parties hereto.
- c. No waiver or any breach of this Agreement shall be construed as a continuing waiver or consent to any subsequent breach hereof.
- d. This Agreement does not and shall not be construed to create a partnership or joint venture between the parties hereto.
- e. This Agreement shall be construed in accordance with the laws of the State of California governing contracts wholly executed and performed therein, and the parties hereto agree to submit to the jurisdiction of the Courts of the State of California and that service of process may be made by certified mail in lieu of personal service thereof.
- f. This Agreement shall be binding upon and inure to the benefit of the parties' respective heirs, executors and successors.
- g. In the event any provision hereof shall be for any reason illegal or unenforceable, the same shall not affect the validity or enforceability of the remaining provisions hereof,
- h. Any and all notices, statements, requests, demands and other communications required or permitted to be given by this Agreement shall be in writing and shall conclusively be deemed to have been given if personally delivered to, or if enclosed in a stamped and sealed envelope, and mailed by registered or certified mail in the United States Mails addressed to the party to whom it is authorized to be given at the address first set forth above or at such other places as the parties shall designate in writing by certified or registered mail.

IN WITNESS WHEREOF, the parties hereto have executed this Shopping Agreement the day and year first above and below written.

Date: March 30, 2017

CO-WRITER *Adrian Tofei* Explicitly, I choose to take advantage of the “Legal Assistance” optional service:

Mr. Adrian Tofei (the “Co-Writer”)

CO-WRITER *Duru Yücel Tofei* Explicitly, I choose to take advantage of the “Legal Assistance” optional service:

Ms. Duru Yücel Tofei (the “Co-Writer”)

ARTIST _____ Explicitly, I choose to take advantage of the “Legal Assistance” optional service:

Ms. Lenuta Vladislav (the “Artist”)

MANAGER *Suzan Bymel*

Ms. Suzan Bymel (the “Manager”)

PRODUCER *Andrea Corbella* (A.K.A. DEVELOPMENT PRODUCER)

Mr. Andrea Corbella (the “Producer”)

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03/30/2017
22:10:51 UTC

Signed by Andrea Corbella (triaveo@gmail.com)
IP: 82.48.132.80



03/30/2017
22:10:55 UTC

Sent for signature to Duru Yorcel Tofei
(duruyucel@hotmail.com) and Adrian Tofei
(adriantofei@yahoo.com)
IP: 82.48.132.80



03/31/2017
20:38:48 UTC

Viewed by Adrian Tofei (adriantofei@yahoo.com)
IP: 86.120.255.36



03/31/2017
20:50:58 UTC

Signed by Adrian Tofei (adriantofei@yahoo.com)
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03/31/2017
21:17:00 UTC

Viewed by Duru Yorcel Tofei (duruyucel@hotmail.com)
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03/31/2017
21:19:10 UTC

Signed by Duru Yorcel Tofei (duruyucel@hotmail.com)
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03/31/2017
21:19:10 UTC

The document has been completed.