

# COLLECTION ACCOUNT MANAGEMENT AGREEMENT

This Agreement (“**Agreement**”) is made on \_\_\_\_\_ and has effect as of \_\_\_\_\_ (“**Effective Date**”) BETWEEN:

1. **(name of Collection Agent)** of **(address of Collection Agent)**. (“**Collection Agent**”);
2. **(name of ProdCo)** of **(address of ProdCo)**. (“**ProdCo**”);
3. **(name of Sales Agent)** of **(address of Sales Agent)**. (“**Sales Agent**”);
4. **The Government of the Hong Kong Special Administrative Region of the People's Republic of China as represented by Head of Create Hong Kong**, of 40/F, Revenue Tower 5, Gloucester Road, Wanchai, Hong Kong (“**HKSARG**”);
5. **(name of Financier A)** of **(address of Financier A)**. (“**Financier A**”); and
6. **(name of Financier B)** of **(address of Financier B)**. (“**Financier B**”);

(severally and collectively referred to as the “**Party**” or “**Parties**”, and Financier **A** and Financier **B** referred to as the “**Other Financiers**”).

## WHEREAS:

The Parties have agreed that the Collection Agent acting as their and the Distributors’ representative shall receive all revenues derived from the distribution, exhibition and exploitation of the Film and the Rights in the Territory and administer, allocate and pay the same on behalf of the Parties and the Distributors upon the terms and conditions hereinafter appearing.

## NOW IT IS AGREED as follows:

### 1. DEFINITIONS

1.1 In this Agreement the following definitions shall apply:

“**Accounting Currency**” Hong Kong Dollar.

“**Accounting Period**” One of the individual periods as described in clause 3.1, which is the subject of a Statement produced by the Collection Agent.

“**Beneficiaries**” All persons who have the right to receive an Entitlement (except for the Collection Agent’s Fees and Commissions and/or the Collection Agent’s Expenses).

<b>“Business Day”</b>	Any day except Saturdays, Sundays and any day, which is a public holiday in the place in which any of the Parties has its main place of business.
<b>“Collection Account Bank”</b>	( <b>name of Bank</b> ), being the licensed bank under the Banking Ordinance (Cap. 155 of the Laws of Hong Kong) at which the Collection Account is opened, held and maintained.
<b>“Collection Agent’s Expenses”</b>	All of the bank charges incurred by the Collection Agent in relation to its duties and obligations hereunder, and, to the extent provided for in this Agreement, all of the Collection Agent’s audit and legal fees and expenses, costs, related costs, including those expenses incurred by the Collection Agent on behalf of one or more of the Parties or Beneficiaries.
<b>“Collection Agent’s Fees and Commissions”</b>	Remuneration for the Collection Agent, exclusive of Collection Agent’s Expenses, for its services rendered pursuant to this Agreement, <b>consisting of [*a commission of ____% of all Collected Gross Receipts /*a fee of [insert amount] /*a commission of ____% of all Collected Gross Receipts plus a fee of [insert amount]].</b> For the avoidance of doubt, the Collection Agent’s Fees and Commissions include the fees for the issue of Statements pursuant to clause 3.1.1.
<b>“Collected Gross Receipts”</b>	Gross Receipts credited to the Collection Account, including Deemed Collected Gross Receipts.
<b>“Collection Account”</b>	Trust account(s) at Collection Account Bank, designed to receive those Gross Receipts, which, in accordance herewith, are payable into the account(s), as described in clause 2.2.
<b>“Collection Account Interest”</b>	Interest accrued on the Collection Account at the Collection Account Bank.
<b>“Deemed Collected Gross Receipts”</b>	Amounts received by a Party other than by the Collection Agent which, had they been properly credited according to the terms of this Agreement on which the amounts were paid to the Collection Account, would have been Collected Gross Receipts.
<b>“Delivery Date”</b>	The date upon which the Film is delivered as set out in Exhibit D.
<b>“Distribution Agreements”</b>	Each and every agreement for the exploitation, distribution, sale, leasing, licence, exhibition, transmission, or any other form of exploitation of the Film, or any Rights in the Territory or any part thereof through any existing or future product, service or platform. For the avoidance of doubt, “Distribution Agreements” shall be construed to include all sub-sales agreements and sub-distribution agreements in respect of the Film or the Rights.

<b>“Distributors”</b>	Those individuals, firms, companies or other legal entities, which enter or have entered into Distribution Agreements. For the avoidance of doubt, “Distributors” shall be construed to include all sub-sales agents and sub-distributors in respect of the Film or the Rights.
<b>“Effective Date”</b>	As described in the heading of this Agreement.
<b>“Entitlement”</b>	Such part or parts of the Collected Gross Receipts, payable to a Beneficiary and/or the Collection Agent under the terms and conditions of this Agreement.
<b>“Film”</b>	The film entitled “ <b>(English Film Title)</b> ” 《 <b>(Chinese Film Title)</b> 》 (or such other name as HKSARG may approve from time to time) (whose production is partly funded by the Film Development Fund in accordance with the Production Finance Agreement entered into between HKSARG and ProdCo).
<b>“Gross Receipts”</b>	All Gross Revenues actually received by the Collection Agent and paid into the Collection Account, including such parts of Gross Revenues which may be withheld in accordance with this Agreement.
<b>“Gross Revenues”</b>	All monies derived from the distribution, exhibition and exploitation of the Film and any Rights throughout the Territory due to be paid to any Party (whether by Distributors or otherwise pursuant to all agreements (including all Distribution Agreements) in connection with the Film or any Rights) including all recovered withholding tax (if any).
<b>“HKSARG Investment”</b>	HK\$ _____
<b>“Other Financiers’ Investment”</b>	<b>Financier A:</b> HK\$ _____ <b>Financier B:</b> HK\$ _____
<b>“HIBOR”</b>	The rate for the relevant period displayed on Reuters screen page 9898 on the day on which HIBOR would customarily be fixed for such period. If the agreed page or service is replaced or ceases to be available, HKSARG may, after consultation with other Parties, specify another page or service displaying the appropriate rate.
<b>“Hong Kong”</b>	The Hong Kong Special Administrative Region of the People’s Republic of China.
<b>“Intellectual Property Rights”</b>	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether

registered or unregistered and including applications for the grant of any such rights.

<b>“Payment Notification”</b>	Notification by the Collection Agent, informing the Parties about Collected Gross Receipts as and when Gross Receipts are received in the Collection Account.
<b>“Production Budget”</b>	<b>the amount of production budget</b> as specified in Exhibit D.
<b>“Rights”</b>	Intellectual Property Rights to the Film and all secondary and/or ancillary rights in relation to the Film such as cinematic rights, television rights, internet clip rights, cable retransmission, new media rights, novelization, publication production rights, soundtrack rights, music publishing rights, merchandising rights, character licensing rights, game rights, tie-ins rights, right of product placement, and rights of remake, sequel, television series and stage play.
<b>“Sales Agency Agreement”</b>	The agreement dated _____, pursuant to which the Sales Agent has the right to enter (in its own name and/or as agent of ProdCo) into Distribution Agreements.
<b>“Sales Agent’s Fees and Commissions”</b>	All fees and commissions payable to the Sales Agent in connection with the Film or any Rights, including fees and commissions of all Distributors in relation to the Film or any Rights (which shall be capped at 15% of the Gross Revenues) unless otherwise approved by HKSARG from time to time in its sole discretion and notified by HKSARG to the Collection Agent in writing.
<b>“Sales Agent’s Expenses”</b>	The costs and expenses incurred by the Sales Agent in connection with the Film or any Rights pursuant to and in accordance with the Sales Agency Agreement. The Sales Agent’s Expenses shall be as notified by the Sales Agent to the Collection Agent from time to time, whereby the Collection Agent may rely on the accuracy of such notification(s), provided that all the costs and expenses incurred by the Sales Agent in relation to the Film and the Rights shall be capped at HK\$1 million or 15% of the Production Budget (whichever is the greater) or such greater amount as may be approved by HKSARG from time to time in its sole discretion and notified to the Collection Agent in writing.
<b>“Statement”</b>	<p>A written electronic accounting statement in the Accounting Currency in respect of an Accounting Period, specifying:</p> <ul style="list-style-type: none"><li>- the amounts of and the sources from which the Gross Receipts and Deemed Collected Gross Receipts have derived;</li><li>- the Collection Account Interest; and</li><li>- the allocation of Collected Gross Receipts to the Beneficiaries (and the Collection Agent) of the Entitlements.</li></ul>

**“Term”** As described in Clause 6.1.

**“Territory”** The universe.

- 1.2 Unless the context requires otherwise, words importing the singular include the plural and vice versa, and words importing a gender include every gender.
- 1.3 References to an enactment, order, regulation or similar instrument shall be construed as references to the enactment, order, regulation or instrument in force, as amended or replaced by any subsequent enactment, order, regulation or instrument.
- 1.4 References herein to Clauses and the Exhibits are to clauses in and the schedule to this Agreement unless the context requires otherwise, and the Exhibits to this Agreement shall be deemed to form part of this Agreement.
- 1.5 Headings herein are used solely for convenience and shall not be deemed to affect in any manner the meaning or intent of this Agreement or any provision hereof.
- 1.6 Whenever the expression “including” is used in this Agreement, it shall be deemed to mean “including without limitation”.

## **2. The COLLECTION AGENT, COLLECTION ACCOUNT AND ASSIGNMENT**

### **2.1 Appointment of the Collection Agent**

- 2.1.1 The Parties, excluding the Collection Agent, hereby jointly appoint the Collection Agent during the Term as their sole and exclusive representative, (i) to open the Collection Account in which it is to receive or pay no monies other than Gross Receipts and Collection Account Interest; (ii) to remind and demand in writing at least 14(fourteen) Business Days before the due date for issue of each Statement as required under Clause 3.1.1 the Parties (excluding the Collection Agent) and Distributors, to report, hold, apply and/or pay all Deemed Collected Gross Receipts received by them in accordance with Clauses 2.7.1 to 2.7.3 and to submit all Distribution Agreements in connection with such Deemed Collected Gross Receipts to the Collection Agent for examination; (iii) to calculate the Entitlement(s); (iv) to provide Statements to the Parties and to carry out the payment of Entitlement(s) to each of the Beneficiaries in accordance with the terms and conditions hereof. If the Collection Agent receives monies in the Collection Account other than Gross Receipts or Collection Account Interest, it shall forthwith have such monies transferred out of the Collection Account. If the Collection Agent receives Gross Receipts elsewhere than in the Collection Account, it shall immediately transfer such receipts into the Collection Account, subject to the usual bank transfer costs. The Sales Agent shall ensure that the Distributors shall consent to appoint the Collection Agent as their sole and exclusive representative to discharge the duties set out in Clause 2.1.1. The Collection Agent hereby agrees to this appointment, in accordance with, and subject to the terms and conditions hereunder. Subject to the prior written approval of the Parties (except the Collection Agent), the Collection Agent may retain monies in the Collection Account in order to create a reasonable reserve for the Term of this Agreement to defray the Collection Agent’s Expenses.

- 2.1.2. Other than as provided for in this Agreement, the Parties other than the Collection Agent shall not, and the Sales Agent shall ensure that the Distributors shall not, during the Term hereof, authorize or permit any third party to carry out any or all of the services rendered by the Collection Agent for the Film hereunder.

## **2.2 All Gross Receipts in Collection Account**

The Sales Agent and, to the extent applicable, all the Parties hereto having ownership of and/or control over the Distribution Agreements and/or the applicable rights and/or the Gross Receipts, shall undertake to issue or insert into the Distribution Agreements irrevocable instructions to the Distributors, in the form of Exhibit B hereto, to pay the Gross Receipts to the Sales Agent. The Sales Agent shall in turn, after recouping the Sales Agent's Expenses, deposit all the remaining Gross Receipts into the following Collection Account and otherwise such Parties shall ensure that the Distributors shall pay the Gross Receipts to the Sales Agent, subject only to clause 2.7.2 below.

Account name: \_\_\_\_\_

Account number: \_\_\_\_\_

Bank: \_\_\_\_\_

SWIFT Code: \_\_\_\_\_

## **2.3 Interest bearing Collection Account**

The Collection Agent shall use all reasonable endeavours to procure that monies standing to the credit of the Collection Account earn Collection Account Interest at the most favourable rate available at the Collection Account Bank for similar accounts and for similar amounts.

## **2.4 Property in Collected Gross Receipts**

The Collection Agent agrees to hold in trust, until their distribution, all Collected Gross Receipts standing to the credit of the Collection Account, the Collection Account Interest, the rights vis-à-vis the Collection Account and all rights towards the Collection Account Bank as representative for the Parties (excluding the Collection Agent) and the Distributors for the benefit of the Beneficiaries, who shall be the owners or the deemed owners thereof.

## **2.5 No lien over and no assignment of Collected Gross Receipts**

The Parties shall not, and the Sales Agent shall ensure that the Distributors shall not, create any lien, attachment, pledge, charge or any similar legal instrument over the Collection Account, the Collected Gross Receipts, the Collection Account Interest, or any other monies standing to the credit of, or rights to, the Collection Account.

## **2.6 Collected Gross Receipts and Entitlements in other currencies**

- 2.6.1 The Parties agree that, and the Sales Agent shall ensure that the Distributors will agree that, the Collected Gross Receipts in a currency other than the Accounting Currency will forthwith be automatically converted by the Collection Account Bank into the Accounting Currency, at the exchange rate prevailing at the time of such conversion.
- 2.6.2 Entitlements will be paid out by the Collection Agent in the Accounting Currency, unless the Collection Agent is timely notified to the contrary by a relevant Party. In case the Collection Agent is instructed to pay the Entitlement in another currency than the Accounting Currency, the Entitlement will be converted by the Collection Agent into the requested currency, at the exchange rate prevailing at the time of such conversion.
- 2.6.3 Entitlements which are being paid in full or in part in a currency which is not the Accounting Currency, shall be reported by the Collection Agent in Statements as being the sum of amounts (in the Accounting Currency) actually debited from the Collection Account.

## **2.7 All Deemed Collected Gross Receipts into the Collection Account**

- 2.7.1 Notwithstanding the Parties' obligation (other than the Collection Agent) under clause 2.2 above, the Parties agree that, and the Sales Agent shall ensure that the Distributors agree that, if Deemed Collected Gross Receipts are received by any of the Parties (other than the Collection Agent) or any of the Distributors, including those Deemed Collected Gross Receipts received prior to the Effective Date, such Party shall forthwith, and the Sales Agent shall ensure that such Distributor shall forthwith :

- inform the Collection Agent that Deemed Collected Gross Receipts are or have been received and transfer such Deemed Collected Gross Receipts into the Collection Account without any deduction whatsoever, except for bank transfer costs.

Pending transfer of such Deemed Collected Gross Receipts into the Collection Account, such Party shall, and the Sales Agent shall ensure that such Distributor shall, hold such Deemed Collected Gross Receipts in trust for the benefit of the other Parties and other Distributors and to be applied solely in accordance with the terms of this Agreement.

- 2.7.2 The Parties (other than the Collection Agent) may jointly and unanimously notify the Collection Agent in writing, that Deemed Collected Gross Receipts may be retained by any one or more of the Parties hereto and that such Parties shall hold such Deemed Collected Gross Receipts in trust to be allocated by the Collection Agent in accordance with the terms of this Agreement and that such Parties shall subsequently immediately pay such Deemed Collected Gross Receipts to such Beneficiaries as designated by the Collection Agent and solely in accordance with Collection Agent's instruction.
- 2.7.3 The Sales Agent (in its own capacity and representative capacity of the Distributors) together with other Parties (other than the Collection Agent) may jointly and unanimously notify the Collection Agent in writing, that Deemed Collected Gross Receipts may be retained by any one or more of the Distributors, provided that the Sales Agent shall ensure that : -
- (a) such Distributors shall hold Deemed Collected Gross Receipts in trust to be allocated by the Collection Agent in accordance with the terms of this Agreement;
  - (b) such Distributors shall subsequently immediately pay such Deemed Collected Gross Receipts to such Beneficiaries as designated by the Collection Agent and solely in accordance with the Collection Agent's instruction.

## **3. STATEMENTS, DISBURSEMENTS, ACCOUNTING AND AUDITING**

### **3.1 Statements and disbursements by the Collection Agent**

- 3.1.1 As soon as the Collection Agent has received written notice from the Collection Agent Bank of the first Collected Gross Receipts being realized, or from any of the Parties (except the Collection Agent) of the first Deemed Collected Gross Receipts being realized, the Collection Agent shall provide the Parties with a Statement according to the following schedule:
- (a) on the twentieth (20<sup>th</sup>) day of each month during the first eighteen months from the date of realization of the First Deemed Collected Gross Receipts on a monthly basis;
  - (b) on the twentieth day of twenty-first (21<sup>st</sup>) month, twenty-fourth (24<sup>th</sup>) month, twenty-seventh (27<sup>th</sup>) month, thirtieth (30<sup>th</sup>) month, thirty-third (33<sup>rd</sup>) month and thirty-sixth (36<sup>th</sup>) month from the date of realization of the First Deemed Collected Gross Receipts;
  - (c) on the twentieth day of forty-second (42<sup>nd</sup>) month and forty-eighth (48<sup>th</sup>) month from the date of realization of the First Deemed Collected Gross Receipts; and
  - (d) on the twentieth day of the sixtieth (60<sup>th</sup>) month from [the date of realization of the First Deemed Collected Gross Receipts and every anniversary of the twentieth day of the sixtieth month thereafter until the expiry or termination of this Agreement.
- The Sales Agent shall provide the Distributors with a Statement according to a schedule agreed by the Sales Agent and the Distributors.
- 3.1.2 If there has not been any Gross Receipts deposited into the Collection Account since the cut-off date of the last Statement by the time when the Collection Agent is required under Clause 3.1.1 to provide a Statement, the Collection Agent is permitted to skip the provision of that Statement.
- 3.1.3 Notwithstanding the foregoing, the Collection Agent shall issue the first Statement no earlier than 30 days following execution of this Agreement by the Parties.
- 3.1.4. The Collection Agent shall pay out Entitlement(s) from the Collection Account to the Beneficiaries hereto within 5 (five) Business Days after the issuance of a Statement in accordance with Clause 3.1.1. The content as well as the form of the first Statement shall be subject to the approval by all Parties of a draft of the first Statement, which approval shall be deemed given unless the Collection Agent has received a written notification to the contrary (which notification is to be sent by email and by fax) from one or more of the Parties within ten (10) Business Days after issuance of such draft Statement. The form of the subsequent Statements shall be materially similar to that of the first Statement agreed by the Parties.
- 3.1.5 In the event any of the Parties disapproves the content and/or the form of the first Statement, the Collection Agent shall as soon as reasonably possible re-issue the first draft Statement to all Parties. Then, as of the moment the first draft Statement has been re-issued by the Collection Agent, the approval by all Parties of the draft first Statement shall be deemed given unless the Collection Agent has received a written notification to the contrary from one or more of the Parties within 5 (five) Business Days thereafter. The Sales Agent shall ensure that the form of the statement agreed by the Parties is acceptable to the Distributors.
- 3.1.6 An Entitlement standing to the credit of the Collection Account shall be retained therein subject to Clause 3.1.4 above.

### **3.2 Payment Notification and Collection Agent Reporting of up-to-date Information**



As soon as the Collection Agent has received a written notice from the Collection Agent Bank of any Collected Gross Receipts or a notification under Clause 2.7.1 hereof, the Collection Agent shall send a Payment Notification to all Parties. The Collection Agent shall inform, and keep informed, all Parties of all the financial information that the Collection Agent has available (and will keep up to date) on all Distribution Agreements in connection with the Film, as well as the Statements issued under Clause 3.

### **3.3 The Collection Agent shall keep books of account**

The Collection Agent shall keep complete and accurate books of account in the Accounting Currency and records relating to all monies received in the Collection Account throughout the Term and for a period of 7 (seven) years after the termination or expiry of this Agreement.

### **3.4 The Collection Agent may be audited**

- 3.4.1 Each of the Parties has the right to take copy, inspect and audit the Collection Agent's books relating to the receipt, allocation and distribution of the Collected Gross Receipts of the Film or any Rights at its own expense at any time during the Term and for a period of [7] (seven) years after the expiry or termination of this Agreement. The Collection Agent shall ensure that during the said period each Party's representatives may enter the premises where the Collection Agent's books are kept at reasonable times upon reasonable prior notice to the Collection Agent in order to take copy, inspect and audit such books.
- 3.4.2 If after conducting any such audit it is determined that there has been an error in excess of 5% (five percent) of an Entitlement for any such audit period, then the Collection Agent shall reimburse the auditing Party for the direct costs and expenses of such audit from the Collection Agent's own funds (which shall not be recoupable as Collection Agent's Expenses), which will otherwise be borne by the auditing Party.
- 3.4.3 The limitation of liability of the Collection Agent in clause 5.8 shall not apply in case an audit under this clause 3.4 shall disclose defaults in payments made by the Collection Agent pursuant to this Agreement, which could not have been ascertained from the Statements, disbursements or other information reasonably available to a Party.

## **4. DISTRIBUTION OF COLLECTED GROSS RECEIPTS**

- 4.1 The Collected Gross Receipts and the Collection Account Interest shall be allocated and paid out by the Collection Agent in accordance with Exhibit A.
- 4.2 Unless otherwise specified, Entitlements expressed in a particular currency shall be paid in that currency.
- 4.3 When paying an Entitlement in a currency other than the Accounting Currency, the Collection Agent shall instruct the Collection Account Bank to debit the Collection Account with the counter-value in the Accounting Currency of the amounts paid, at the prevailing exchange rate at the time of such payment.

## **5. GENERAL TERMS**

## **5.1 All relevant information to the Collection Agent**

The Parties (other than the Collection Agent) shall provide the Collection Agent in a timely fashion with all relevant information to enable it to meet its allocation, accounting and payment obligations pursuant to this Agreement.

The information shall include detailed sales estimates and sales reports, certified copies of all deal memos and Distribution Agreements, copies of all the irrevocable instructions to and/or signed by Distributors, further copies of the names, addresses, telephone and fax numbers and bank details of all Beneficiaries (if not specified in Exhibit C hereto), detailed information about agreed expenses, approvals for payment of agreed expenses, etc., instructions for payment of residuals, accountings from Distributors and all further information that the Collection Agent may reasonably require to meet its allocation, accounting and payment obligations under this Agreement. Without limiting the generality of the foregoing, the Sales Agent shall provide the Collection Agent with a certified copy of each Distribution Agreement duly executed by the Sales Agent (as licensor) and those executed by the Distributors (as licensor), all in a timely fashion, but in any event no later than 7 days after the execution of each such Distribution Agreement. Each Sales Agency Agreement and Distribution Agreement entered into by ProdCo and the Sales Agent respectively (as licensor) for the distribution of the Film shall contain a right (for the Sales Agency Agreement) for ProdCo and its designees, and (for the Distribution Agreement) for the Sales Agent and its designees, including the Government, the Commissioner for Audit and the Collection Agent, to audit the books and records of each Distributor. ProdCo/Sales Agent shall exercise such right at the Government's request. For the Distribution Agreement entered into by a Distributor as licensor, the Sales Agent shall ensure that each such Distribution Agreement shall contain a right for the Distributor and its designee, including the Government and the Commissioner for Audit and the Collection Agent, to audit the books and records of each Distributor. The Sales Agent shall ensure that the Distributor shall exercise such right at the Government's request. The Collection Agent may at any time check any source of information, to verify if the relevant Distributors or the Parties hereto meet their obligations under the Distribution Agreements and this Agreement. If the Collection Agent is in reasonable doubt about any information provided by any Party, it shall promptly clarify with such Party and notify the other Parties.

## **5.2 Information or approval to be provided to the Collection Agent**

- 5.2.1 If the Collection Agent receives conflicting information, conflicting demands or conflicting instructions, the Collection Agent shall request that the Parties that provided or should have provided the information or demands without conflict, provide accurate and consistent information or demands within 5 (five) Business Days from the date of the Collection Agent's request and the Collection Agent shall consequently postpone the issuance of the relating Statement and the consequent payment by 5 (five) Business Days. If the relevant Parties do not provide such information or demands and / or fail to resolve the conflict within the aforementioned period, the Collection Agent shall issue a Statement stating that the disputed amounts are retained in the Collection Account until the conflict is resolved and / or suspend the issuance of Statements and consequent payments. The Collection Agent shall immediately notify the Parties upon the occurrence of such event. In absence of any negligence, wilful misconduct or breach

of this Agreement by the Collection Agent, the Collection Agent has no liability in respect of any decision taken and/or executed with respect to this clause 5.2.

- 5.2.2 If the Collection Agent may or is to receive a joint notification from two or more of the Parties hereto and one or more of such Parties has gone into administration, receivership, liquidation or any applicable or equivalent process in such Party's particular jurisdiction (the "Bankrupt Party"), the notification may be done by the other Party or Parties who are to notify Collection Agent (but not the Bankrupt Party), to the extent this is permitted by the applicable law of the Bankrupt Party, otherwise, if a Party must be represented by a liquidator, administrator, receiver or other external administrator appointed to that Party's assets or business (jointly the "Administrator"), the Administrator is entitled to represent the Bankrupt Party and give joint instructions and reply on behalf of the Bankrupt Party. However, if such Administrator does not reply on behalf of the Bankrupt Party within 10 (ten) Business Days after a written request for a notification (such time being specified in the notice to the Administrator), then the Administrator's failure to respond within the requisite time period will mean "deemed acceptance" and the other Parties can proceed without the Administrator's involvement in relation to that specific issue only.

### **5.3 Reasonable doubt**

In the event that the Collection Agent is in reasonable doubt about the allocation, accounting or payment of Entitlement(s), it may retain such Entitlements (the "**Doubtful Entitlements**") in the Collection Account and it shall not be obliged to make any further payments as regards the amount(s) of the Doubtful Entitlements to the Beneficiaries, until such situation of uncertainty has been resolved. The Collection Agent shall immediately notify the Parties upon the occurrence of such event. In absence of any negligence, wilful misconduct or breach of this Agreement by the Collection Agent, the Collection Agent has no liability in respect of any decision taken and executed.

### **5.4 No disbursement if unlawful, force majeure**

- 5.4.1 This Agreement and all receipts, allocations and payments of monies hereunder by the Collection Agent shall be subject to the requirements of all applicable present and future laws, regulations or directives including any withholding taxes or other taxes or duties, fees or charges imposed by any (inter-)national, federal or local authority and the provisions of this Agreement shall be curtailed and limited to the extent necessary to meet such requirements and the Collection Agent has no obligation to make any payment to a Beneficiary if such payment is unlawful in any way.
- 5.4.2 If it becomes illegal or impossible for reasons outside the Collection Agent's control to carry out any of the provisions hereof ("Force Majeure"), it shall incur no liability as a consequence thereof, for as long as this situation continues and during such period it shall have no responsibility for the validity, effectiveness or enforceability hereof, provided that the Collection Agent shall as soon as reasonably possible notify the other Parties hereto about the existence of such situation.
- 5.4.3 If a Force Majeure continues in excess of 6 (six) months, the Parties or the Collection Agent may terminate this Agreement in accordance with clause 6 hereof.

### **5.5 Prompt payment and accountings from Distributors**

The Sales Agent undertakes throughout the term of the Distribution Agreements to procure prompt payments from the Distributors into the Collection Account as well as prompt and accurate distribution statements (via the Sales Agent) to the Collection Agent.

#### **5.6 The Collection Agent may rely on information**

The Collection Agent shall be entitled to rely on information, reasonably believed by it to be correct, provided to it by any of the Parties, Beneficiaries or third parties and on any communication, document or correspondence reasonably believed by the Collection Agent to be genuine and to have been made available, sent or signed by the person by whom it purports to have been made available, sent or signed. In the absence of any negligence, wilful misconduct or breach of this Agreement by the Collection Agent, the Collection Agent shall not be liable to any Party or Beneficiary for any consequence of such reliance

#### **5.7 The Collection Agent shall on request furnish information**

Without prejudice to other provisions of this Agreement, the Collection Agent shall on request promptly furnish to a Party copies of all statements, accountings and Distribution Agreements received by it from the Sales Agent, Distributors or other Parties, and answer questions reasonably raised by any Party in connection with this Agreement.

#### **5.8 Liability of the Collection Agent**

No liability shall attach to the Collection Agent on account of its payment of any monies received by it under this Agreement, provided that such monies are applied in accordance with this Agreement. If the Collection Agent makes an erroneous payment (“**Erroneous Payment**”) in relation to an Accounting Period (“**Applicable Period**”), it will make good any direct loss (excluding consequential damages and lost profits) suffered by any of the Parties as a result of the Erroneous Payment. With regard to any other obligations on the part of the Collection Agent under this Agreement, no liability shall attach to the Collection Agent in the absence of any negligence, wilful misconduct or breach of this Agreement on its part.

#### **5.9 Repayment of overpayment**

Each Party agrees that, and the Sales Agent shall ensure that each Distributor agrees that, in case it has received more than its Entitlement(s), it shall upon request, which request may also be addressed to any Beneficiary, not being a Party, by the Collection Agent immediately pay or repay such amount plus interest at a rate of HIBOR+1% per annum thereon into the Collection Account for correct distribution by the Collection Agent in accordance with this Agreement. The Collection Agent’s next Statement will, to the extent applicable, be an adjusted Statement showing the correct Entitlement(s). The Collection Agent shall make no further payments to the relevant Party(ies) or Distributor(s) or Beneficiaries, as applicable, until such amount has been repaid in full, including the afore-mentioned interest, and it may formally notify such Party(ies) or Distributor(s) or Beneficiary, as applicable, upon the occurrence of such situation.

## **5.10 No risk of own funds and maintenance of operations**

Subject to clause 3.4 and 5.8 hereof, none of the provisions hereof shall be construed so as to require the Collection Agent to expend or risk any of its own funds or otherwise incur any financial liability, personal liability of its employees, shareholders and directors in the performance of its obligations hereunder and the Collection Agent shall be under no obligation to make any payment to any Beneficiary except out of the Collected Gross Receipts standing to the credit of the Collection Account. The Collection Agent shall sufficiently maintain its operation to carry out its obligations hereunder.

## **5.11 Indemnification of the Collection Agent**

- 5.11.1 If the Collection Agent incurs any liability, loss, damage, costs or expense, including (legal) counsel's fees, (legal) counsel's costs or court or arbitration costs, either through a claim or action arising out of, or in connection with its acceptance or its performance under this Agreement (including third party claims), the Parties hereto shall, and the Sales Agent shall ensure that the Distributors shall, upon request of the Collection Agent substantiated with relevant documentary evidence to the satisfaction of the Parties (and the Distributors), forthwith pay, in proportion to their respective Entitlements on the basis of the total amount of Collected Gross Receipts at the time of such demand, indemnify the Collection Agent and agree to hold the Collection Agent safe, harmless, defended and indemnified against any such liabilities, losses, damages, costs or expenses, all of these being deemed Collection Agent's Expenses for the purposes hereof.
- 5.11.2 If at any time the Collection Agent shall in good faith determine that the monies standing to the credit of the Collection Account are not sufficient to discharge the Collection Agent's Expenses which have been incurred by the Collection Agent, the Parties hereto shall, and the Sales Agent shall ensure that Distributors shall, upon request of the Collection Agent substantiated with relevant documentary evidence to the satisfaction of the Parties (and the Distributors), forthwith pay, in proportion to their respective Entitlements on the basis of the total amount of Collected Gross Receipts at the time of such demand, the amount of such shortfall into the Collection Account. The Parties and Distributors who paid such portion shall recoup the same pro rata and pari passu in first position from any Collected Gross Receipts, after payment of the Collection Agent's Expenses.
- 5.11.3 Notwithstanding the foregoing, indemnification of the Collection Agent hereunder shall only be due by the Parties in the absence of any negligence, wilful misconduct or breach of this Agreement on the part of the Collection Agent.

## **5.12 The Collection Agent has no other duties**

The Collection Agent shall have no duties or obligations pursuant to this Agreement other than those specified in this Agreement.

## **5.13 Authority to the Collection Agent**

- 5.13.1 Each Party authorizes the Collection Agent, and the Sales Agent shall ensure that the Distributors authorize the Collection Agent, to perform the Collection Agent's services as set out in this Agreement and to take such action on its behalf and to exercise such

powers as are specifically delegated to it by the provisions of this Agreement, including those that may reasonably increase the likelihood of the Beneficiaries receiving their pre-agreed (potential) Entitlements, together with all the powers reasonably incidental thereto.

- 5.13.2 No Party shall interfere with, frustrate or take any action contrary to the terms of this Agreement.

#### **5.14 Power to represent**

Each Party hereby represents and warrants that each individual signing this Agreement has the power to sign on behalf of the Party he or she is representing.

#### **5.15 Termination of the Sales Agency Agreement**

- 5.15.1 Upon receipt by the Collection Agent of notification by ProdCo that the Sales Agency Agreement has been terminated or that its term has expired, which notification shall be accompanied with a copy of the relevant contractual termination settlement arrangements (including arrangements regarding current and future Sales Agent's Fees and Commissions and any other fees payable pursuant to the Sales Agency Agreement) which has been duly signed by the Sales Agent, provided that in the event the Sales Agency Agreement has been terminated following the going into administration, receivership or liquidation of the Sales Agent (together referred to as the "Sales Agent Insolvency Event"), or any applicable or equivalent process in Sales Agent's particular jurisdiction, ProdCo may jointly instruct the Collection Agent (but subject always to clause 5.2.2 above) of the settlement arrangements (including arrangements regarding current and future Sales Agent's Fees and Commissions and any other fees payable pursuant to the Sales Agency Agreement) whereupon the Collection Agent shall take all steps to sufficiently verify the Sales Agent Insolvency Event (by obtaining unequivocal evidence of such Sales Agent Insolvency Event) and that the Sales Agency Agreement has been terminated in relation thereto, and the Collection Agent shall perform such arrangements and, subject to the terms and conditions of this Agreement, shall cease to make payments to the Sales Agent. The settlement arrangements shall be notified to the Collection Agent as soon as agreed in writing and signed by all relevant Parties and Distributors, including the Sales Agent (in all cases other than a Sales Agent Insolvency Event) or the Administrator (subject always to clause 5.2.2 above).
- 5.15.2 Upon notification by ProdCo to all the Parties and Distributors that the Sales Agency Agreement has been terminated or that its term has expired, this Agreement shall be terminated as against the Sales Agent (the "Sales Agent Termination"), subject to the contractual settlement arrangements notified to the Collection Agent pursuant to clause 5.15.1, provided that the Sales Agent shall have the opportunity to disagree with the Sales Agent Termination by (1) so notifying all the Parties and Distributors in writing within 10 (ten) Business Days of the notification triggering the Sales Agent Termination and (2) requesting that the disagreement be adjudicated pursuant to clause 9 hereof, failing which the Sales Agent Termination shall automatically become final.
- 5.15.3 Subject to compliance with the provisions of clauses 5.15.1 and 5.15.2, ProdCo shall have the right to designate to a new sales agent (the "New Sales Agent") by giving notice to all the Parties and Distributors of the identity of the New Sales Agent and of the detailed terms under which the New Sales Agent is appointed. Provided that:
- (a) the Sales Agent Termination pursuant to clause 5.15.2 has become final, and

- (b) the New Sales Agent has duly accepted all rights and obligations of the Sales Agent under this Agreement.

The Sales Agent shall ensure that the Distributors agree to the procedures and arrangements under Clauses 5.15.1, 5.15.2 and this sub-clause.

#### **5.16 Invalid Clause(s)**

The validity of remaining clauses of this Agreement shall not be affected, should one or more of the clauses hereof be invalid, impracticable or unenforceable. The Parties shall, to the extent reasonably required, replace the inapplicable clauses by a clause or clauses, which come(s) as close as (legally) possible to the economic purpose pursued by the Parties through the original clause(s). The same shall apply to any gaps in the provisions or structure of this Agreement.

#### **5.17 No waiver**

Except as otherwise described hereunder, no failure or delay by any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by it of any right, power or privilege, exclude any further exercise thereof.

#### **5.18 Cumulative rights and remedies**

The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

#### **5.19 Written amendments**

No provision of this Agreement may be amended, modified, waived, discharged or cancelled other than by the express written consent of the Parties, nor may any breach of any provision of this Agreement be waived or discharged except with the express written consent of the Parties.

#### **5.20 Clauses headings not relevant**

The clause headings in this Agreement are provided for convenience only and shall not affect the construction, the interpretation or the effect of this Agreement.

#### **5.21 No partnership, joint venture, no other obligations; Collection Agent**

Nothing herein shall constitute a partnership between, or joint venture by, the Parties or any two or more of them. The Collection Agent shall not have any obligations or responsibilities to the Beneficiaries or otherwise, except as expressly set out in this Agreement.

#### **5.22 This Agreement is principal Agreement and Warranty Entitlements**

In relation to (administering) the receipt, allocation and disbursement of Gross Receipts, (Deemed) Collected Gross Receipts and Collection Account Interest from the Film, each Party hereby agrees that this Agreement sets out the entire Agreement and

understanding between the Parties hereto and that this Agreement shall supersede and prevail over all and any previous agreement(s), arrangement(s) and, or, understanding(s) between them and warrants that the Entitlements as described herein or in the Exhibits hereto are correct, provided that if this Agreement is terminated for any reason, the provisions which are expressed to or which in their context appropriately survive expiry or termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement, including the allocation of Collected Gross Receipts set forth in Exhibit A, shall remain in full force and effect.

#### **5.23 Collection Agent's credit on Film**

ProdCo shall procure that the Collection Agent shall receive a credit on the Film in the form: "Collection Account Management by (name of Collection Agent)".

#### **5.24 DVD and poster for the Collection Agent**

The Sales Agent shall provide the Collection Agent with one DVD and one poster of the Film as soon as these become available.

#### **5.25 Third Party Rights**

A person or (legal) entity that is not a party to this Agreement has no right to enforce any term of this Agreement.

### **6. TERM OF THIS AGREEMENT AND TERMINATION**

**6.1** Unless this Agreement is earlier terminated or extended as provided herein, this Agreement shall commence on the Effective Date and shall continue in force until seven (7) years after the Effective Date.

**6.2** Notwithstanding Clause 6.7, the Collection Agent may at any time terminate this Agreement without cause by giving a 30 (thirty) Business Days prior written notice to all Parties.

**6.3** Notwithstanding Clause 6.7, the majority of the Parties shall jointly have the right to terminate this Agreement without cause at any time upon a 30 (thirty) Business Days prior written notice to all Parties.

**6.4** Upon expiry or termination of this Agreement:-

- (a) this Agreement shall be of no further force and effect, but without prejudice to:-
  - (I) any Party's rights and claims under this Agreement or otherwise at law against any other Party arising from antecedent breaches of this Agreement;
  - (II) the rights and claims which have accrued to a party prior to the expiry or termination of this Agreement;
  - (III) the continued existence and validity of those provisions which are expressed to or which in their context appropriately survive expiry or termination and any provisions of this Agreement necessary for the interpretation or enforcement of this Agreement; and
- (b) the Collection Agent shall:-
  - (I) forthwith report the balance of the Collection Account;



- (II) forthwith transfer the Collected Gross Receipts in the Collection Account, all financial information (including books of account and Distribution Agreements), the relevant materials and administration relating to this Agreement to a third party as specified by the Parties (other than Collection Agent); and
- (III) produce the bank mandate and no-set-off letter of the Collection Account for the Government's inspection no later than the expiry date or termination date of this Agreement, and if the Government considers necessary, the Collection Agent shall close the Collection Account as soon as practicable and in any event, no later than one month after the date of expiry or termination of this Agreement; and
- (c) any monies related to the Film or any Rights, which are received by the Collection Agent after the date of expiry or termination of this Agreement and not payable to the Collection Account, shall upon receipt by the Collection Agent be forthwith transferred to the specified third party pursuant to clause 6.4(b).

**6.5** If this Agreement is terminated pursuant to clause 6.2 or 6.3 and if no Event of Default has occurred, the Collection Agent shall be entitled to be paid such portion of the Collection Agent's Fees and Commissions which are commensurate with such services under this Agreement rendered to the Parties, and Collection Agent's Expenses, up to and including the date of termination.

**6.6** It is expressly agreed that any Party who shall have no further obligation under this Agreement and who is not entitled to receive any (further) Entitlement hereunder, shall no longer receive Statements from the Collection Agent or have the right to agree (or disagree as the case may be) on amendments hereto or terminate this Agreement as described in this clause 6, and such Party's consent shall thereafter no longer be required where its consent is required hereunder.

**6.7** The Parties (other than Collection Agent) shall be entitled to terminate this Agreement forthwith by giving notice to the Collection Agent if any of the following event of default occurs ("**Event of Default**"):

- (a) any draft Statement is disapproved by all Parties (other than Collection Agent) for the second time; or
- (b) the Collection Agent has become bankrupt or shall go into liquidation (other than a voluntary liquidation for the purpose of amalgamation or reconstruction); or
- (c) the Collection Agent shall have entered into any supervision or voluntary arrangement providing for a composition in satisfaction of the Collection Agent's debts; or
- (d) the Collection Agent shall have entered into a scheme of arrangement of the Collection Agent's affairs; or
- (e) a receiver or administrator has been appointed over any of the Collection Agent's assets; or
- (f) the Collection Agent is in breach of any provision of this Agreement.

Upon termination following occurrence of an Event of Default, without prejudice to any rights or claims of the Parties (other than the Collection Agent) under this Agreement or at law, Clause 6.3 shall apply and the Collection Agent shall forthwith refund the Collection Agent's Fees and Commissions and Collection Agent's Expenses to the Parties.

- 6.8 ProdCo and the Sales Agent shall ensure that termination clauses materially similar to those set out in Clauses 6.1 to 6.7 will be binding on the Distributors under the Distribution Agreements.

## **7. NOTICES**

Any notice given under this Agreement:

- (i) shall be in writing and sent to the (email) address of the Party as set out in Exhibit C or such other address as notified by such Party to the other Parties, or, with respect to a Beneficiary who is not a Party to this Agreement, such other address as notified to the Collection Agent or the Parties by such Beneficiary. Notwithstanding the foregoing, Statements and Payment Notifications shall be provided by the Collection Agent by electronic mail and shall be deemed to have been given when no notification has been received to the contrary; and
- (ii) shall be delivered by hand, sent by facsimile transmission, by registered letter or by electronic mail, and shall be deemed to have been given when delivered or left at the above mentioned addresses, on the date at which they would be received in the normal course of posting, if posted, and if sent by facsimile, when the proper answer back code is received by the sender upon completion of successful transmission if sent by facsimile and if sent by electronic mail, when no notification has been received to the contrary.

## **8. EXECUTING PARTIES AND COUNTERPARTS**

- 8.1 In no circumstances will any prospective Party shown as a Party to this Agreement have, or be recognized as having, any rights and obligations under this Agreement unless such Party has executed this Agreement.
- 8.2 This Agreement may be executed in two or more counterparts each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument. Facsimile signatures and electronic signatures shall have the same force and effect as original signatures.

## **9. LAW**

This Agreement shall be governed and construed in accordance with the laws of Hong Kong and each of the Parties irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong.

## **10. SAVING**

Nothing in this Agreement shall be taken to restrict, derogate from or otherwise interfere with any powers, discretions or duties, or the exercise or performance of any powers, discretions or duties, conferred or imposed by or under any law upon HKSARG, any HKSARG bureau or department or any public officer or other person in the employ of HKSARG.

EXECUTED and unconditionally  
delivered as its Agreement by  
(name of Collection Agent)

.....

EXECUTED and unconditionally  
delivered as its Agreement by  
(name of ProdCo)

.....

EXECUTED and unconditionally  
delivered as its Agreement by  
(name of Sales Agent)

.....

EXECUTED and unconditionally  
delivered as its Agreement by  
**The Government of the Hong Kong Special Administrative Region of the People's  
Republic of China**

.....

EXECUTED and unconditionally  
delivered as its Agreement by  
**(name of Financier A)**

.....

EXECUTED and unconditionally  
delivered as its Agreement by  
**(name of Financier B)**

.....

TEMPLATE

## EXHIBIT A

### Allocation and Distribution of Collected Gross Receipts

The Collected Gross Receipts including Collection Account Interest shall be allocated and paid by the Collection Agent in the following manner and order (to the extent that the said amounts have not already been (partly) paid or repaid from any other sources, in which case the relevant Party shall as soon as reasonably possible notify this to Collection Agent):

1. to the Collection Agent in payment of the Collection Agent's Fees and Commissions, and Collection Agent's Expenses; thereafter
2. to the Sales Agent, in payment of all Sales Agent's Fees and Commissions (including fees and commissions of all Distributors (which is defined in Clause 1.1 to include sub-sales agents and sub-distributors) in relation to the Film (which shall be capped at 15% of the Gross Revenues); thereafter
3. to HKSARG and Other Financiers, pro-rata pari passu towards and until recoupment in full by HKSARG and Other Financiers of the HKSARG Investment and Other Financiers' Investment; thereafter
4. all remaining Collected Gross Receipts (including Collection Account Interest and Deemed Collected Gross Receipts) shall form the "**Net Profits**" and shall be paid as follows:
  - (i) as to \_\_\_% of the Net Profits, to HKSARG;
  - (ii) as to \_\_\_% of the Net Profits, to the Financier A; and
  - (iii) as to \_\_\_% of the Net Profits, to the Financier B.

## EXHIBIT B.

### Irrevocable Instructions to Notice of Acknowledgement by the Sales Agent and Distributor

The Distributor is hereby irrevocably instructed by the Sales Agent (which instruction can only be changed or revoked by an original written and duly signed document by **(name of Collection Agent)** (“**Collection Agent**”) of **(address of Collection Agent)**, to pay all proceeds on “**(English Film Title)**” 《**(Chinese Film Title)**》 due and payable to the Sales Agent under the Distribution Agreement dated \_\_\_\_\_ directly and without diversion or deduction to the Sales Agent, and the Sales Agent shall in turn, after recouping the Sales Agent’s Expenses, deposit all the remaining Gross Receipts directly and without diversion or deduction into the following Collection Account:

#### **Multi-currencies Account**

Account name: \_\_\_\_\_

Account number: \_\_\_\_\_

Bank: \_\_\_\_\_

SWIFT Code: \_\_\_\_\_

#### **Current Account**

Account name: \_\_\_\_\_

Account number: \_\_\_\_\_

Bank: \_\_\_\_\_

SWIFT Code: \_\_\_\_\_

#### **Savings Account**

Account name: \_\_\_\_\_

Account number: \_\_\_\_\_

Bank: \_\_\_\_\_

SWIFT Code: \_\_\_\_\_

The Sales Agent and the Distributor agree that they shall not alter the payment authority and direction contained herein without the prior written consent of the Collection Agent, the

Distributor and the Sales Agent agree that in the absence of the Sales Agent providing a copy of such consent to the Distributor, the Distributor shall continue to make payments solely to the Sales Agent and the Sales Agent shall continue to make payments solely into the Collection Account as provided for herein.

The Distributor agrees that it will not invoke any rights of set-off, cross-collateralisation, counter-claim or defence or any other rights, or make any withholding or deduction save as required by law, or as a result of customary bank transfer charges or deduction of applicable withholding tax (unless recovered) so as to extinguish or reduce any payments due to be made by the Distributor under the Distribution Agreement.

The Sales Agent agrees that it will not invoke any rights of set-off, cross-collateralisation, counter-claim or defence or any other rights, or make any withholding or deduction save as required by law, or as a result of customary bank transfer charges or deduction of applicable withholding tax (unless recovered) so as to extinguish or reduce any payments (except for the recoupment of Sales Agent's Expenses) from what it receives from Distributor(s).

TEMP PLATE

## EXHIBIT C

[To be filled out for each Party and each Beneficiary]

**Company name:** (name of Collection Agent) (“Collection Agent”)

**Contact person** to whose attention Statements and Payment Notifications, need to be addressed

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Bank account details**

Name Bank Account: \_\_\_\_\_

Bank Account number: \_\_\_\_\_

Bank: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

Bank representative: \_\_\_\_\_

[ABA number]/[sort code]/[bank number]: \_\_\_\_\_

BIC / Swift code: \_\_\_\_\_

**Company name:** (name of ProdCo) (“ProdCo”)

**Contact person** to whose attention Statements and Payment Notifications, need to be addressed

Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Bank account details**

Name Bank Account: \_\_\_\_\_

Bank Account number: \_\_\_\_\_

Bank: \_\_\_\_\_

Address of Bank: \_\_\_\_\_

Bank representative: \_\_\_\_\_

[ABA number]/[sort code]/[bank number]: \_\_\_\_\_

BIC / Swift code: \_\_\_\_\_



**Company name:** (name of Sales Agent) (“Sales Agent”)

**Contact person** to whose attention Statements and Payment Notifications, need to be addressed

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Bank account details**

Name Bank Account: \_\_\_\_\_  
Bank Account number: \_\_\_\_\_  
Bank: \_\_\_\_\_  
Address of Bank: \_\_\_\_\_  
Bank representative: \_\_\_\_\_  
[ABA number]/[sort code]/[bank number]: \_\_\_\_\_  
BIC / Swift code: \_\_\_\_\_

**Entity name:** The Government of the Hong Kong Special Administrative Region of the People's Republic of China (“HKSARG”)

**Contact person** to whose attention Statements and Payment Notifications, need to be addressed

Name: Ms Carman LEE  
Telephone: (852) 2594 5726  
Facsimile: (852) 2824 0595  
E-mail: carmanlee@createhk.gov.hk

**Bank account details**

Name Bank Account: Commerce and Economic Development Bureau - Film Development Fund Col A/C  
Bank Account number: 01287500429106  
Bank: Bank of China (Hong Kong) Limited  
Address of Bank: Bank of China Tower, 1 Garden Road, Hong Kong  
Bank representative: Ms. Pinky WONG  
[ABA number]/[sort code]/[bank number]: N/A  
BIC / Swift code: BKCHHKHHXXX

**Company name:** (name of Financier A) (“Financier A”)

**Contact person** to whose attention Statements and Payment Notifications, need to be addressed

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Bank account details**

Name Bank Account: \_\_\_\_\_  
Bank Account number: \_\_\_\_\_  
Bank: \_\_\_\_\_  
Address of Bank: \_\_\_\_\_  
Bank representative: \_\_\_\_\_  
[ABA number]/[sort code]/[bank number]: \_\_\_\_\_  
BIC / Swift code: \_\_\_\_\_

**Company name:** (name of Financier B) (“Financier B”)

**Contact person** to whose attention Statements and Payment Notifications, need to be addressed

Name: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Bank account details**

Name Bank Account: \_\_\_\_\_  
Bank Account number: \_\_\_\_\_  
Bank: \_\_\_\_\_  
Address of Bank: \_\_\_\_\_  
Bank representative: \_\_\_\_\_  
[ABA number]/[sort code]/[bank number]: \_\_\_\_\_  
BIC / Swift code: \_\_\_\_\_

## EXHIBIT D

### Information on Film Title, main cast, director, production budget, etc.

Film Title : “(English Film Title)” 《(Chinese Film Title)》

Screenwriter(s) : \_\_\_\_\_ (\_\_\_\_)

Film Director(s) : \_\_\_\_\_ (\_\_\_\_)

Film Producer(s) : \_\_\_\_\_ (\_\_\_\_)

Leading Cast : \_\_\_\_\_ (\_\_\_\_)  
\_\_\_\_\_ (\_\_\_\_)

Delivery Date : \_\_\_\_\_

Production Budget : **HK\$** \_\_\_\_\_