

FINDER AGREEMENT

THIS AGREEMENT is made the _____ day of _____ 201__

BETWEEN:

_____ ('The Investor') whose registered office is at _____
and Michael Wilde of Westgarth Global Entertainment ('the Finder')

Whereas the Investor owns, controls or otherwise has the exclusive right to provide investment funding of their choice in the Motion Picture or other industries they see fit within the United States of America or elsewhere.

Whereas the Finder is engaged primarily in the temporary holding of investment financing within Australia, and the assisting in the seeking of high-return Investments within the Motion Picture Industry or other potential investments as instructed, and in the recommendation and supply of a reliable and experienced broker in Australia and/or the United States of America.

Whereas the parties to this agreement wish to enter into an agreement whereby the Finder will introduce the Investor to third parties who may be interested in acquiring for their projects sufficient equity capital financing in, or in any other way financing all or a portion of the development, production, distribution, or exploitation of the Australian and United States Film Industries, or other such interests as instructed and who hereinafter shall collectively be referred to as 'the 'Investments' or 'Investment'.

The parties hereby agree as follows:

1. TERM AND SERVICES

(a) Commencing on the date hereof and continuing until terminated by either party as provided in this agreement, the Finder shall use its best efforts on an exclusive basis in Australia on a non-exclusive basis in America to introduce those who may be interested in receiving equity finance either for their own projects or that of third parties to the Investor in connection with Investments. The term of this agreement shall continue for a period of one year automatically renewable for a further period of one year unless one party notifies the other in writing of their election to terminate this agreement by giving no less than thirty (30) days' written notice of that fact, but in any event the term shall automatically terminate on the tenth day of _____ 201__ unless renewed.

2. CONSULTATION

(a) During the term of this agreement the Finder and Investor shall consult with each other in respect of the creative elements of the Investments for the purposes of maximizing the opportunity of the Finder to discover Investments and Brokers as instructed.

- (b) The Finder shall keep the Investor fully informed of all parties contacted and all negotiations carried out with any and all Investments and the Finder shall in no event enter into any agreements that in any way binds the Investor or do or refrain from doing any act without the prior written consent of the Investor.
- (c) The Investor shall keep the Finder fully informed of all parties contacted by the Investor and/or any third parties acting on its behalf together with all relevant terms of negotiations made by them in connection with the financing of the Film.

3. REMUNERATION

- (a) If at any time during the term of this agreement or at any time thereafter the Investor enters into any agreement with any Investments introduced by the Finder to invest in, lend to or provide equity finance, the Finder shall be entitled to remuneration in the amount equal to five per cent (5%) of the total amount committed by such Investments.
- (b) In the event that any of the contributions made by any Investment is of a technical nature or is provided as production services to Film, the Finder shall be entitled to remuneration in the amount equivalent to two per cent (2%) of the total cash value committed in the above mentioned form.
- (c) The Investor hereby agrees that the Finder's compensation shall be paid no later than seven (7) working days following the receipt of any and all sums by the Investor.

4. EXPENSES

The Finder hereby acknowledges that the services being provided to the Investor are on a contingency basis and the Finder shall only be entitled to five percent 5% to be paid for expenses for Taxation and banking fees as such expenses are agreed between the Investor and Finder in writing.

5 INITIAL DEPOSIT

A nominal sum of 10% of agreed investment funding \$_____ (USD) will be given in a certified bank draft as an initial contingency sum prior to the transference of up to and including agreed investment amount \$_____ (USD) and allow the Finder appropriate time to confer with the Westpac Banking Corporation and Bank of America to raise the banking limit of their accounts to the limit as specified in this Agreement.

6 CONFIDENTIALITY

The Investor hereby agrees and undertakes to maintain the confidentiality of any Investments introduced by the Finder in respect of this Agreement and the Finder agrees in good faith to maintain the confidentiality of any information acquired from the Investor in relation to finance allocated and by virtue of this agreement.

7 NO OBLIGATION

- (a) Nothing in this agreement shall oblige the Finder to obtain any Investments nor shall anything in this agreement oblige the Investor to enter into an agreement or agreements with any Investments introduced by the Finder.

- (b) The Finder hereby agrees not to sell or offer to sell any form of securities or act as a broker in relation to and vesting in the development, production and/or exploitation of finance allocated.

8 WARRANTIES AND REPRESENTATIONS

- (a) The Investor hereby represents and warrants that it is the sole and exclusive owner of acquired investments and are fully authorized to enter into this agreement and will remain so for the full term of this agreement.
- (b) The Finder hereby warrants and represents that it is entitled to enter into this agreement.

9 INDEMNITIES

Each party to this agreement hereby indemnifies and agrees to keep the other party fully and effectually indemnified from and against any and all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses) or liabilities suffered or incurred directly or indirectly by each party in consequence of any breach, non-performance or non-observance by the other of any of the agreements, conditions, obligations, representations, warranties and undertakings on the part of each party contained in this agreement.

10 RELATIONSHIP BETWEEN THE PARTIES

- (a) The Finder is an independent contractor and shall not act as an employee, agent or joint venturer of the Investor and nothing in this agreement is intended to or shall be deemed to constitute a partnership between the parties.
- (b) The Finder is authorized by the Investor to represent the Investor in respect of Film Production investments in negotiations with third parties subject to the final decision of the Investor.
- (c) The parties to this agreement shall each be entitled to develop other projects and engage in other activities within the Film and television or other industries separate and apart from standard Investment allocations.

11 ASSIGNMENT

This agreement is personal to the Investor and Finder and shall not be assigned in whole or in part without the prior written consent of each party.

12 ADDITIONAL DOCUMENTS

Each of the parties to this agreement agrees to execute any additional documents which may be required to fully effectuate the purposes and intents of this agreement or to carry out the obligations of the parties hereunder provided that they are consistent with the provisions of this agreement.

13 ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may only be varied by written instrument signed by either party to this agreement.

14 NOTICES

All notices required or desired to be given under the provisions of this agreement shall be in writing and shall be deemed to have been duly served if hand delivered or sent by facsimile or pre-paid first class post addressed to the relevant parties addressed herein as stated or as otherwise advised from time to time.

15 GOVERNING LAW

This agreement shall be read and construed in all aspects in accordance with and shall be governed by the Laws of Australia and the parties hereby submit to the exclusive jurisdiction of the Australian Courts.

16 GENERAL PROVISIONS

- (a) The parties hereby agree that they shall not incur any debts or obligations in respect of the other and nothing in this agreement is intended or should be construed so as to give any right or benefit to any third party as against either or both the Finder and/or the Investor.
- (b) The clause headings in this agreement are for convenience only and do not form part of this agreement.
- (c) Each party to this agreement hereby acknowledges that no representation or warranty not expressly set forth in this agreement has been made to the other party and this agreement constitutes the entire agreement of the parties regarding the subject matter hereof and supersedes all prior agreements either oral or written.

IN WITNESS WHEREOF the parties have executed this agreement on the date set forth above

SIGNED by
 For and on behalf of
 the Investor
 in the presence of: } _____
 Investor

 Witness

SIGNED by
 For and on behalf of
 the Finder
 in the presence of: } _____
 Finder

 Witness