

AGREEMENT

This agreement is made on this _____ day of _____, by and between:

1- **The Royal Film Commission**, a financially and administratively autonomous Jordanian entity established in accordance with The Royal Film Commission Law no. (27) for the year 2003, who's address is at 1st Circle, Abu Bakr Al-Sedeek, P.O. Box :811991, Amman 11181 (hereinafter referred to as the 'RFC') of the one part;

And

2- _____, a company duly organized and existing under the laws of _____ and having its address at _____ (hereinafter referred to as the 'Company') of the other part.

The parties listed above are hereinafter referred to collectively as "Parties" and individually as "Party".

WITNESSETH

Whereas, the Company is desirous of shooting a film in Jordan and wants to ship certain equipment to Jordan for that purpose;

Whereas, one of the RFC's objectives is to promote Jordan as an investment attraction center for films and other production projects;

Whereas, the Company has requested that the RFC assist it in bringing the above mentioned equipment to Jordan under the RFC's name; and

Whereas, RFC has agreed to assist the Company in bringing its equipment into Jordan under RFC's name as per the conditions of this Agreement.

Now, therefore, it is hereby agreed by and between the Parties hereto as follows:

- 1- The preamble hereto shall constitute a part and parcel hereof.
- 2- The Company shall, on its own account and expense, import the equipment that will be used to shoot a film in Jordan " _____ ", which equipment is listed in Annex 1 to this Agreement (the "Equipment") and enter same into Jordan on RFC's name, for the sole purpose of the Project, and undertake to ship back the Equipment immediately upon finishing the Project.
- 3- The Company shall be responsible for the packing the equipment and carrying out all necessary procedures, including executing any necessary documents to allow same to be shipped and entered into Jordan.
- 4- The RFC hereby agrees to execute any necessary paperwork to allow the Equipment to enter into Jordan.
- 5- The Company shall be responsible for the Equipment while it is in Jordan including, but not limited to, the storage costs of the Equipment and any charges arising there from to the extent resulting from company's conduct.

- 6- The Company shall obtain an insurance to cover all damages to the Equipment or other property or any kind of personal injuries that may arise from shipping, installing, storing and/or operating the Equipment in Jordan to the extent resulting from company's conduct.
- 7- The Company represents that the Equipment shall be under its sole control, and shall be liable to remedy any damages or injuries that maybe incurred to any person or entity in the course of storing, installing and/or using the Equipment to the extent resulting from company's conduct.
- 8- The Company shall indemnify, defend and hold harmless the RFC and its officers, agents, employees, successors and assigns and authorized representatives from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs, expenses, and losses arising out of claims brought by third parties for loss or injury to person (including employees of the Company and RFC) or third party property in connection with or incidental to the performance of this Agreement and/or the use, storage or shipping of the Equipment to the extent resulting from company's conduct. This clause 8 shall survive the termination or expiration of this Agreement.
- 9- The Company hereby releases and forever discharges the RFC and its past, present and future officers, directors, shareholders, agents, representatives, employees, affiliates, partners, predecessors and successors in interest (hereinafter referred to as the "Released Parties") of and from any and all past, present or future actions, causes of action, claims, demands, liabilities, obligations, rights, benefits, entitlements, damages, interest, costs, attorney's fees, expenses and any compensation whatsoever, whether based on law, contract or otherwise, resulting from the following:

The performance of this Agreement and the import, export, storage, use and/or installation of the Equipment to the extent resulting from company's conduct.

This release and discharge shall be fully binding on the Company. This clause 9 shall survive the termination or expiration of this Agreement.
- 10- The Company shall immediately ship the Equipment out of Jordan upon completing the Project and, in that regard, shall take all necessary actions including preparing a packing list for the Equipment.
- 11- The Company shall be responsible for paying any taxes, customs duties, stamp duties and any other fees and charges whether levied by the Jordanian government or any other entity in relation to the import of the Equipment into Jordan and its export out of Jordan.
- 12- This Agreement shall be construed in accordance with the laws of The Hashemite Kingdom of Jordan.
- 13- Any dispute arising out of or in connection with this Agreement shall be referred to the Central Courts of Amman (Kasr Al- Adel) which shall have the sole and exclusive jurisdiction.

In Witness whereof, the parties have executed this agreement as of the date hereinabove set forth.

For & on behalf of the RFC

For & on behalf of the Company

Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____