

This Terms and Conditions were updated on June, 14th 2018

This Call Notice is valid worldwide

**INTERNATIONAL CALL NOTICE OF SPONSORSHIP FOR THE PRODUCTION OF AN
AUDIOVISUAL WORK**

SPONSOR

ALANA

PROMOTER

VIDEOCAMP

INSTITUTO ALANA, a non-profit organization with head office in Brazil, hereinafter simply referred to as "ALANA"; and

VIDEOCAMP, a free online platform maintained by ALANA, accessible through the website www.videocamp.com, which brings together transforming films and connects them to viewers interested in issues that are socially relevant for the creation of knowledge and promotion of actions of collective interest and with social impact, and also audience formation,

Make public, to all interested parties, this International Call Notice of Sponsorship for the Production of an Audiovisual Work, in the modality of sponsorship, hereinafter referred to as the "Call Notice".

GENERAL PURPOSES OF THE CALL NOTICE

- Promote audiovisual works as a tool for social transformation in the society in general, in particular the Brazilian society;
- Increase the reach of films that lead to socially relevant discussions in the society in general, in particular the Brazilian society;
- Democratize the access to cinema through the free exhibition of films via VIDEOCAMP;
- Disseminate information through audiovisual works in the society in general, in particular the Brazilian society;
- Support the development of film projects;
- Encourage the film industry and new models of access to films;
- Support socially aware viewers and inspire others to act on behalf of the causes they believe in; and
- Promote reflection on the theme "Inclusive Education" to bring to the agenda an issue of extreme importance and social relevance: according to the WHO, one billion people live with some disability, be it visual, auditory, physical or intellectual, and more than 80% of them live in poverty. These people deal on a daily basis with discrimination, lack of empathy and of solidarity, lack of public policies and adequate legislation that could promote conditions for the exercise of their citizenship, and many other issues. According to UNICEF, there are an estimated 93 million children with disabilities worldwide, and they are more likely not to go to school. The usual scenario is of invisibility, of absence of people with disabilities or of their participation in daily activities. To change this reality, one must shift the gaze directed to disability and lead it to the interaction between people and also to the physical environment. It is a fact that behavioral, communication and architectural barriers are determinant for the existence of more or less inclusive environments. To provide better access means to eliminate barriers, to be aware of people's singularities (without reducing them to the disability or other characteristics), of interpersonal relationships that value diversity, collaborative practices, and support networks for inclusion. We all win with this transformation! Thus, we believe that a film that contributes to this reflection may have a great transformative potential for society.

ALANA seeks a production company with excellent technical capacity to produce a film that addresses the theme "Inclusive Education" and sensitizes the public, in order to promote debate and awareness about the importance of inclusion in society in general, in particular the Brazilian one, for the construction of a more just society.

The Movie does not necessarily need to contain technical information on the subject, since the audiovisual work has the role of sensitizing, attracting attention and mobilizing the viewers to the subject. The production must also be understood as a means of entertainment, which values cultural rights, that are part of the human rights, which, in turn, are universal, inseparable and interdependent (Universal Declaration on cultural diversity of UNESCO).

ALANA wants to sponsor the implementation of the Selected Project (defined below) as a way to achieve its institutional goals and, based on the qualified debate about inclusion and dissemination of knowledge, to generate a positive social impact in the Brazilian and worldwide society through the expansion of discussions on the subject, from influence to public policies and private conduct.

The Movie (as defined below) will be released necessarily on VIDEOCAMP (and other distribution windows as detailed in Section 10) for free public access and display anywhere in the world, in order to broaden the debate about the importance of inclusion and its benefits to the society in general, in particular the Brazilian society. In Brazil and in the world, ALANA will work with the Movie (and related materials, as provided in this Call Notice) with educators and the civil society to disseminate knowledge on the theme "Inclusive Education". In order to do so, the Movie should, regardless of its origin, be dubbed in Brazilian Portuguese and subtitled in Brazilian Portuguese, English and Spanish, and it must have all accessibility tools (sign language, audio-description and closed caption) also in Brazilian Portuguese, English and Spanish and in the original language. It is also important to emphasize that the accessibility tools should be considered as a fundamental part of the work and not only as a post-production step in its application.

To contribute to the elaboration of the Movie and its plot, the Website of the Call Notice shall provide academic references, articles and researches that may serve as a reference for the producer. The guidelines of the UN Convention on the Rights of Persons with Disabilities, and other applicable standards, and of the Statute of Persons with Disabilities - Law 13.146 2015 (in force in Brazil, country of the Call Notice) shall also be considered in the plot, in order to guarantee the adequacy of Movie to ALANA's purposes.

The Selected Project shall produce the Movie, and shall also produce supporting material to facilitate discussions, as per Section 8.10 below, in public and private schools, and in other educational, charitable and cultural territory, as well as to and by any other persons of the civil society. The objective is to contribute to the dissemination and creation of knowledge and information on the subject, as well as the organization of lectures, debates, discussions, among other events, that VIDEOCAMP and ALANA may organize to help the expansion of the subject in Brazil and in the world, as well as its dissemination in social networks and other available media.

The responsibility of the Sponsored Party shall be limited to the preparation and registration of such supporting material in the VIDEOCAMP platform and the promotion of the Movie in VIDEOCAMP, under the terms of this Call Notice, as well as the dissemination of the supporting material together with VIDEOCAMP and ALANA.

1. PRELIMINARY INFORMATION AND DEFINITIONS

1.1. Purpose: The purpose of this Call Notice is to select, among the audiovisual projects registered ("Projects"), a single project ("Selected Project"), whose final product is a finished movie ("Movie"), which may be sponsored by ALANA in the sponsorship modality. Each Project must comply with the specifications contained in ANNEX I of this Call Notice. The gross amount of the sponsorship is up to four hundred thousand dollars (US\$ 400,000.00) and it must be paid in accordance with the Sponsorship Agreement.

1.2. **Dates and Terms:** The complete schedule, with all dates and deadlines regarding this selection process, is in ANNEX II of this Call Notice.

Movie: It is the movie resulting from the Selected Project that receives the sponsorship from the Sponsor, under the terms stipulated in this Call Notice and in its Sponsorship Agreement.

Sponsor: It is ALANA, which shall be responsible for providing most of the resources to sponsor the Selected Project and shall be considered the Master Sponsor of the Movie. Other possible sponsorships of the Movie may only be allowed during the Movie's development phase and/or during its production, at the sole discretion of ALANA and of VIDEOCAMP, but never after the completion of the Movie.

In other words, the Sponsored Party may have a third-party providing development sponsorship in a moment prior to the production of the Movie ("Development Sponsorship"), with the purpose of improving the central idea of the Project submitted under this Call Notice. In the same sense, ALANA and VIDEOCAMP, at their sole discretion, may also select Projects already in production stage, being sponsored by third parties ("Partial Production Sponsorship"), provided that: (a) the movies of such Projects still be in the production stage – they may not have been finalized and/or launched in any territory or market; and (b) the sponsors of the Partial Production Sponsorship agree to all the terms and conditions of this Call Notice, without any restrictions, and the Sponsored Party shall provide, as requested by ALANA and/or VIDEOCAMP, a document certifying the consent of such sponsors. ALANA shall be the sole party responsible for evaluating the convenience of accepting or rejecting a Project that has already received a Development Sponsorship and/or a Partial Production Sponsorship.

1.3. **Sponsored Party:** It is the applicant of the Selected Project of this Call Notice, whether it is headquartered in Brazil or abroad.

1.4. **Promoter:** VIDEOCAMP is the promoter of this Call Notice, being responsible, as provided for in this Call Notice, exclusively, (i) for the performance, supervision and control of the acts and procedures required for the selection of the Selected Project; (ii) for supervising and monitoring the production of the Movie; and (iii) for the promotion and dissemination of the Movie and its transformative message to the Brazilian and worldwide society and reality, as provided for in this Call Notice. VIDEOCAMP is not responsible for the execution of the Sponsorship Agreement (as defined below), for the payment of the sponsorship or for the payment of any amount or indemnification to the applicants. VIDEOCAMP, besides being the Promoter of this Call Notice, shall also be considered a Supporter of the Movie.

1.5. **Supporter:** On the date of its publication, this Call Notice is supported by the United Nations Children's Fund ("UNICEF"), and is also supported by VIDEOCAMP. Nevertheless, the list of Supporters of this Call Notice may be updated at any time, at the sole discretion of ALANA.

1.6. **Sponsorship Agreement:** It is the agreement, a draft of which is contained in ANNEX III of this Call Notice, which may be entered into between ALANA and the Sponsored Party, which shall define the rights and obligations of ALANA, as the Sponsor, and of the applicant of the Selected Project, as the Sponsored Party. Only ALANA may change the terms of the Sponsorship Agreement.

1.7. **Sponsorship Amount:** ALANA may sponsor the Selected Project with a **gross maximum amount of up to four hundred thousand dollars (US\$ 400,000.00)**, which shall be used to pay for all the expenses necessary for the production of the Movie and the fulfillment of the other obligations of the Sponsored Party, including the payment of fees, taxes and other applicable charges (in Brazil or in the country of origin of the Selected Producer, if it is not a Brazilian producer) as provided for in the Sponsorship Agreement, comprising the phases of pre-production, production, post-production, promotion and any other costs relating to the execution of the Project and/or the Movie, including the necessary translations and accessibility tools, as well as other audiovisual materials relating to the Movie (such as trailers, for example).

1.8. **Information:** All communications and relevant information about the Call Notice shall be published on the website www.videocamp.com/filmfund2018, hereinafter referred to as "Website".

1.9. **Doubts:** Any questions about the Call Notice may be sent to the email:

filmfund@videocamp.com. Nonetheless, ALANA reserves the right not to provide individual responses to any Project applicant, whether the Project is approved or not, at any stage.

2. SUBJECT MATTER

2.1. This Call Notice provides for a selection process, consisting of six steps, with the purpose to select a Project to be sponsored by ALANA, under the terms of the Sponsorship Agreement.

2.1.1. The Project must address the theme “Inclusive Education” in a creative and innovative way, in order to sensitize the viewers to the importance of the theme and to foster the debate around it in Brazil and abroad. There is no need for the theme to be approached in a technical way, as the Movie has the role of sensitizing, attracting attention and mobilizing viewers regarding the subject matter.

2.1.2. The purpose of the Sponsorship Agreement is to provide funds for the applicant of the Selected Project to carry out the Project, in accordance with the specifications of ANNEX I of this Call Notice.

2.1.3. The applicants may enter as many Projects as they wish in the selection process defined in this Call Notice.

2.2. The Selected Project may already have a Development Sponsorship and/or a Partial Production Sponsorship, provided that they are in compliance with the terms of this Call Notice and provided that such third-party sponsorships have already been agreed to and/or received until the date of submission of the Project under this Call Notice, but any other kinds of co-sponsorship (including other donations) and/or resources and/or funding from other sources are prohibited. ALANA shall also be considered as the Master Sponsor of the Movie, in any case.

2.3. In order to achieve its fundamental purpose of raising awareness and fostering the debate about inclusion in Brazil, the Project must be launched necessarily on the Brazilian platform VIDEOCAMP (and other distribution windows as detailed in Section 10). During the first month of the release, after the premiere of the Movie, the functionality of the VIDEOCAMP platform may be considered, which allows the selection or exclusion of locations where the Movie will be made available according to the list of cities in which the work is being exhibited, only during the first month of promotion. This decision will be made by VIDEOCAMP and ALANA.

3. CONDITIONS FOR PARTICIPATION

3.1. Application and participation in the Call Notice are entirely free.

3.2. To be eligible to participate in this Call Notice, the applicants must be:

3.2.1. Legal entities that are independent producers according to the legislation of their organization, in Brazil or abroad, provided that: (a) they have independence and editorial responsibility for the contents they produce; (b) they do not control, are not controlled by, or are not affiliated with programmers, packagers, distributors or concessionaires of sound and image broadcasting services; (c) they are not linked to instruments that directly or indirectly confer or aim to confer to minority partners, when they are programmers, packagers, distributors or concessionaires of sound and image broadcasting services, rights of commercial veto or any type of commercial interference regarding the contents produced; and (d) they do not maintain an exclusive relationship that prevents them from producing or commercializing for third parties the audiovisual content produced by them.

- 3.3. The following are not allowed participate in this Call Notice:
- 3.3.1. Individuals, individual microentrepreneurs or their equivalents in international legislation, unless recognized by the local audiovisual authority as independent producers;
 - 3.3.2. Cooperatives; and
 - 3.3.3. Legal entities that have as employees and/or associates any persons with professional or corporate ties with ALANA, VIDEOCAMP, Maria Farinha Filmes, Flow or any Supporter or collaborator of such entities, even if they are independent
- 3.4. The application to participate in this selection process must be made by the legal representative of the applicant or by someone expressly authorized thereby.
- 3.5. The mere application of the Project or even the selection of the Project does not imply its contracting, nor the obligation of sponsorship or the granting of any amount, either by VIDEOCAMP and/or ALANA.
- 3.6. Projects of applicants from all over the world will be accepted, subject to the terms and conditions set forth in this Call Notice.
- 3.7. Application in this Call Notice means the irrevocable and irreversible acceptance by the applicant of all the rules of this Call Notice, including its Annexes.
- 3.8. Participation in the selection process of this Call Notice means that the applicants and/or their legal representatives accept personal and non-transferable responsibility for the veracity of the information they provide.
- 3.9. The producers registered to send Projects shall enter the base of VIDEOCAMP as applicants of the Call Notice.

4. APPLICATION

- 4.1. The applications to participate in this Call Notice will be open from 00:00 (Brasília time) on March 21, 2018 until 23:59 (Brasília time) on July 6, 2018.
- 4.2. The applications may ONLY be made on the Website.
- 4.2.1. The applications made by email, fax, correspondence or any other means other than those set forth in this Section 4.2 will not be accepted.
 - 4.2.2. The application shall only be considered complete and effective when the applicant receives an email with the proper confirmation by VIDEOCAMP. If such email is not received within 3 (three) business days, the applicant may contact VIDEOCAMP by means of the email filmfund@videocamp.com.
- 4.3. Applications submitted in incomplete form, without the mandatory information and/or attachments, may be disqualified during any stage of the selection process, at VIDEOCAMP's sole discretion.
- 4.4. The application form must be filled in clearly and objectively, and PDF files with a maximum of

20MB can be attached thereto.

4.5. In order to participate in the selection process provided for in this Call Notice, at the time of application, the applicants must attach the reasons for the Project, according to a model provided in the Website's form, covering (i) the motivation of the applicant's involvement with the Project; (ii) the elements of the Call Notice that caught their attention positively; (iii) any personal and professional reasons that led them to participate in the Call Notice; and (iv) the elements that personally inspire the applicant to tell this story.

4.6. The applicants may, at the time of the application of the Project, attach a short video (up to 5 (five) minutes) for the selection of the Project (teaser). However, the teaser will become mandatory only to the 5 (five) finalists of the Call Notice, who, if requested, must submit them to ALANA and VIDEOCAMP. ALANA may waive the presentation of the teaser, in its sole discretion.

4.7. The email informed in the application form is the main communication channel between VIDEOCAMP, ALANA and the applicants. VIDEOCAMP and ALANA are not responsible for problems regarding emails not received (for example, spam filters).

4.8. During any stage of the selection process, VIDEOCAMP and ALANA may request from the applicants any kind of additional clarification, documents or any relevant information through the email or telephone number informed in the application form. The non-existence of such data, or the impossibility of communication by VIDEOCAMP and/or ALANA, will be at the sole responsibility of the applicant. If the applicant refuses to submit any of the information requested, it will be disqualified from the Call Notice, at VIDEOCAMP's sole discretion.

4.9. VIDEOCAMP and ALANA are not responsible for unfinished applications due to particular problems of the applicants, such as technical, electrical, telephone or connection problems, or any other kind of problems that may, temporarily or definitively, prevent or hinder the application process in the Call Notice.

4.10. The results of the selection process provided for in this Call Notice will be published on the Website, according to the schedule contained in ANNEX II of this Call Notice.

5. INFORMATION AND DOCUMENT

5.1. Applicants interested in participating in the Call Notice must register on the VIDEOCAMP Call Notice website to access the Project submission form, as available on the Website, in Portuguese and English. For this, a simple registration, containing the name and email, will be required. The registered applicants will be entered in the VIDEOCAMP database as applicants of the Call Notice.

5.2. The online application form will request a series of information about the applicants (mainly contact details) and about the Project. Throughout the selection process provided for in this Call Notice, until the selection of the Selected Project, VIDEOCAMP, in its sole discretion, may request information, documents and files that may prove the trustworthiness and the history of the applicants under the applicable legislation, including, without limitation, corporate, tax and accounting documents, portfolio of works, biographies and so on. The possible solicitation of documents during the process does not exclude the mandatory verification of the fiscal and corporate documents of the 5 (five) finalist Projects that will occur after the Third Stage of selection of this Call Notice. The finalist Project that, for any reason, does not deliver the requested documentation after the Third Stage or that does not have the documentation in compliance with the applicable laws within the established term, will be disqualified and immediately replaced, at the discretion of VIDEOCAMP.

- 5.3. The applicants may submit the Project in the following categories of films:
 - 5.3.1. Fiction, documentary and/or animation.
 - 5.3.1.1. The fiction Projects submitted must pass the Bechdel Test.
 - 5.3.1.2. The plots of the Project must be original.
 - 5.3.1.3. Notwithstanding the limitations set forth in Section 6.4 below and the need for the Movie to address in some way the theme "Inclusive Education", there are no restrictions on accessory themes. The Movie does not necessarily need to contain technical information about that theme, as long as its plot is related to or associated with the theme "Inclusive Education".
 - 5.3.2. Digital Feature or Featurette Films.
 - 5.3.2.1. The Movie must have a minimum duration of 30 (thirty) minutes.
 - 5.3.2.2. Films in cellulose acetate will not be accepted.
 - 5.3.2.3. Minimum resolution of the Movie: HD 16:9 – 1,080 x 1,920 pixels; or 2K 16:9 - 2,560 x 1,440 pixels; or 4K 16:9 – 3,840 x 2,160.
- 5.4. It is prohibited the application of Projects for serial works.
- 5.5. The applicants must present a strategic plan, a marketing and distribution strategy and a strategy for engaging the intended audience, as provided for in the application form available on the Website.
 - 5.5.1. The Project should briefly list in the application form the macro strategy of the Movie and the intended measurable objectives, taking into account the material made available on the Call Notice website regarding the international guidelines on inclusion, notably the UN Convention on the Rights of Persons with Disabilities, promulgated in Brazil, country of origin of this Call Notice, under the terms of Decree 6.949/2009.
- 5.6. As defined in this Call Notice and in the application form of the Website, the Project presented for evaluation shall contain at least:
 - 5.6.1. Title;
 - 5.6.2. Synopsis, with a maximum of four hundred (400) words;
 - 5.6.3. Project History, with a maximum of three hundred (300) words;
 - 5.6.4. A phrase that synthesizes the story (logline), with a maximum of thirty-five (35) words;
 - 5.6.5. Treatment, with a maximum of one thousand and five hundred (1,500) words;
 - 5.6.6. Locations/country where the Project will be executed;
 - 5.6.7. Movie duration forecast;

- 5.6.8. Category (fiction, documentary or animation);
- 5.6.9. Name(s) of the director(s), executive producer(s) and scriptwriter(s);
- 5.6.10. Strategic plan, according to the guidelines made available on the application Website;
- 5.6.11. Impact Assessment Planning, with measurable objectives, with a maximum of four hundred (400) words;
- 5.6.12. Marketing and Distribution Strategy, with a maximum of four hundred (400) words;
- 5.6.13. Engagement of the intended audience, with a maximum of four hundred (400) words;
- 5.6.14. Estimated Schedule, according to the model contained in ANNEX IV of this Call Notice; and
- 5.6.15. Simplified budget worksheet, according to the model contained in ANNEX IV of this Call Notice.

5.7. The estimates of the work plan, schedule, strategic plan, impact assessment, audience engagement, as well as the estimated budget worksheet mentioned above, may be altered after being selected by VIDEOCAMP in the Third Stage of this Call Notice, with prior written authorization of VIDEOCAMP, at VIDEOCAMP's sole discretion, which may suggest and/or reject changes made in the respective documents.

5.8. The applicants should submit the dialog list/dialog transition of the teaser in Brazilian Portuguese/English, if requested by the VIDEOCAMP team.

5.9. The Movie, which is the purpose of the Project, may be made in the original language of the applicant producer. However, the Movie must, necessarily, be dubbed and subtitled in Brazilian Portuguese and subtitled in English and Spanish. In order to ensure inclusive access, the Movie must also have a translation in sign language, audio-description and closed caption (in Brazilian Portuguese, English, Spanish and in the original language of the applicant). The costs related to such translations and resources shall be borne exclusively by the Sponsored Party, as provided for in the Sponsorship Agreement.

6. SELECTION PROCEDURES

6.1. This process of selection of the Projects will be carried out by three committees:

6.1.1. The "Preliminary Committee" is a committee composed of ten (10) individuals, whether Brazilian or not, nominated by ALANA, and will evaluate the Projects under the Call Notice, selecting the five (5) finalist Projects of the Call Notice.

6.1.2. The "Technical Committee" is a committee composed of a technical advisory team of 8 (eight) individuals nominated by ALANA responsible for ensuring a realistic and dignified presentation of the theme, based on the human rights of disabled and non-disabled people in the pre-selected applications that will be later sent to be evaluated by the Selection Committee, and that may also assist in the development of the Selected Project, at ALANA's discretion.

6.1.3. The "Selection Committee" is a committee composed of 6 (six) individuals nominated by ALANA and it will evaluate the finalist Projects, via videoconference, with the purpose of selecting

a single Project that will be the Selected Project, that is, the Project sponsored by ALANA under the Call Notice and the Sponsorship Agreement.

6.2. The Preliminary Committee shall be responsible for the preliminary selection of the Projects, while the Selection Committee shall be responsible for the final judgment and classification of the Projects, pursuant to Section 6 of this Call Notice.

6.3. In order to carry out the selection phase, the Preliminary Committee, the Selection Committee and the Technical Committee will take into account the following evaluation criteria:

6.3.1. Originality;

6.3.2. Consistency with the proposed theme;

6.3.3. Potential to lead to discussions on the theme "Inclusive Education";

6.3.4. Repertoire of the director;

6.3.5. Repertoire of the scriptwriter;

6.3.6. Plot;

6.3.7. Movie strategy and impact strategy;

6.3.8. Compliance of the Project with the human rights and respect for the diversity of gender, sex, ethnicity, creed, religion and people with disabilities; and

6.3.9. Compliance with the Best Practices Manual available on the Call Notice website at the link <http://filmfund2018.videocamp.com/en/best-practices/>.

6.4. Without prejudice to any sanctions in the Sponsorship Agreement, at any stage of the selection process contained in this Call Notice, the Projects and the applicants shall be disqualified if they express and/or promote, in an explicit, implicit or contextual manner, at the sole discretion of ALANA and/or VIDEOCAMP:

6.4.1. Racist, biased or hate speech;

6.4.2. Content that is discriminatory regarding race, gender, sex, ethnicity, creed or religion;

6.4.3. Explicit scenes of sex and pornography which are not coherent with the film's narrative;

6.4.4. Scenes of extreme violence which are not coherent with the film's narrative;

6.4.5. Content that is harmful or offensive to minors;

6.4.6. Scenes of cruel treatment or violence against animals which are not coherent with the film's narrative;

6.4.7. Content that could harm the image of all the persons and companies involved in this Call Notice, as well as their business partners, especially but not limited to: ALANA and VIDEOCAMP;

6.4.8. Content that infringes rights of third parties, intellectual or not;

6.4.9. Content that violates the law;

6.4.10. Content that violates the UN Convention on the Rights of Persons with Disabilities; and

6.4.11. Other UN conventions and International Treaties on Human Rights.

6.5. Also, without prejudice to any sanctions in the Sponsorship Agreement, the applicants who in any way violate the Terms and Conditions of the VIDEOCAMP Platform will also be disqualified, as well as those that otherwise do not comply with the requirements set forth in this Call Notice.

6.6. Decisions made by the Preliminary Committee and/or the Selection Committee are sovereign, unappealable and unquestionable, at any stage of the selection process defined in this Call Notice.

6.7. ALANA reserves the right not to provide individual responses to any Project applicant, whether the Project is approved or not, at any stage.

7. STAGES OF THE SELECTION PROCESS

The selection process provided for in this Call Notice comprises six (6) stages, the dates and deadlines of which are set out in ANNEX II of this Call Notice.

7.1. The selection process begins with the online registration of the applicants, who must complete and submit all the information and attachments requested in the application form available on the Website.

7.1.1. Once the First Stage is closed, no new application will be accepted.

7.1.2. In order to register, the applicants must access the Website and make their application on the Call Notice VIDEOCAMP website.

7.2. : In this stage, the information and attachments will be verified, and the Projects and the applicants will be disqualified if they:

7.2.1. Are not in compliance with the rules provided for in this Call Notice;

7.2.2. Do not comply with the Terms and Conditions of the VIDEOCAMP Platform;

7.2.3. Submit an incomplete application form and/or incomplete attachments;

7.2.4. Have other purposes than those defined by the Call Notice;

7.2.5. Have unreadable or unintelligible information;

7.2.6. Do not comply with the prohibitions contained in Section 6.4 of this Call Notice; and

7.2.7. Do not send the Projects and fill out their forms in English or Brazilian Portuguese.

7.3. : The Projects classified in the First Stage and Second Stage will be evaluated by the Preliminary Committee, with the assistance of the Technical Committee, under the terms of this Call Notice. After the evaluation, five (5) finalist Projects will be selected. The ranking order of the finalist Projects will not be made available to the applicants.

7.3.1. After the preliminary judgment, the five (5) finalist Projects must send to VIDEOCAMP tax and accounting documentation in order to guarantee the viability of the Project. In the event that any finalist Project does not provide the requested documentation, or if the documentation is not in compliance with the applicable laws, the Project will be disqualified and replaced, at VIDEOCAMP's discretion.

7.4.): The applicants of the finalist Projects will perform a presentation of the Project to the Selecting Committee on the day determined by ALANA.

7.4.1. The pitching will have a maximum duration of ten (10) minutes and may be made by up to two (2) representatives of each finalist Project.

7.4.2. The Project representative must send to the VIDEOCAMP team the material (which can be .pdf files and/or videos) to be displayed in the pitching up to twenty-four (24) hours before the date of the presentation.

7.4.3. After the presentation, the members of the Selection Committee may formulate questions, which should be answered by the representatives of the finalist Project.

7.4.4. The participation in the virtual presentation is mandatory for the applicant to continue participating in the selection process of this Call Notice. The applicant who does not participate will be disqualified from the Call Notice, and ALANA may replace it at its sole discretion.

7.5. : After the pitching, the Selection Committee will evaluate again the finalist Projects and will reveal the Selected Project. The ranking order of the finalist Projects will not be made available to the applicants.

7.5.1. No individual responses will be provided about the Projects, even among the finalist Projects.

7.6. : Once the selection process has been completed, VIDEOCAMP will contact the applicant of the Selected Project to define the date on which the Sponsorship Agreement will be entered into. Prior to the celebration of the Sponsorship Agreement, ALANA and/or VIDEOCAMP may request from the applicant of the Selected Project any documents and information they deem necessary.

7.6.1. By the end of the Fifth Stage, ALANA may assess the viability and adequacy of the Selected Project, including by requesting additional documents and information. If the first Selected Project does not meet ALANA's expectations, ALANA may request that the Selection Committee appoint a new Selected Project, which will also be re-evaluated by ALANA. Nonetheless, all applicants declare and acknowledge that ALANA, as Sponsor, may or may not proceed with the execution of the Sponsorship Agreement of the Selected Project, as ALANA, in its sole discretion, may understand that none of the finalist Projects is feasible within the terms of this Call Notice and the Sponsorship Agreement.

7.6.2. VIDEOCAMP has no responsibility for the execution of the Sponsorship Agreement and may not be held responsible for any event arising from the execution or not of the Sponsorship Agreement.

7.7. Notwithstanding the provisions of this Call Notice and the Sponsorship Agreement, the applicant of the Selected Project hereby acknowledges and agrees that taxes and charges will be levied on the

amounts of the sponsorship in accordance with the legislation of the country of the applicant, except for the amounts related to foreign exchange and to the remittance of funds, which will be borne by ALANA. It is the responsibility of all applicants to evaluate the applicable tax impact on the amount of the sponsorship provided in this Call Notice, in order to adapt any and all Project submitted to such impact.

7.8. The Call Notice website will provide a "Best Practices Manual" that must be necessarily followed by the Selected Producer during the production of Movie, as provided for in the Sponsorship Agreement.

8. EXECUTION OF THE AGREEMENT

8.1. ALANA and VIDEOCAMP reserve the right, at their sole discretion, to stop and/or cancel the selection process of this Call Notice, as well as the sponsorship of the Selected Project, in case of new information and/or facts that make the Selected Project inviable, impracticable, and/or incompatible with the terms set forth in this Call Notice and its Annexes, including, without limitation, legal doubts relating to the Project's authorship or the reputation of the applicant under the terms of the Sponsorship Agreement.

8.2. The financial resources granted will be deposited, in installments, according to the disbursement schedule established in the Sponsorship Agreement.

8.3. If there is any divergence in the information provided by the applicant of the Selected Project, the payment of the sponsorship will be suspended until such divergence is regularized.

8.4. The applicant of the Selected Project undertakes not to make any changes in the format, locations, duration and technical specifications of the Project without the prior and formal consent of VIDEOCAMP.

8.5. All the direct and indirect costs of the Selected Project, its administration, contingencies, taxes, social security contributions and other contributions, but not limited to them, are included in the amount of the sponsorship, and no additional value is payable by VIDEOCAMP or ALANA under any hypothesis, whatever it may be.

8.6. The money received for the production of the Selected Project may not be used to fund:

8.6.1. Bank fees, fines, interest or monetary adjustment, including with respect to late payments;

8.6.2. Expenses with personnel and social charges of the staff of the Selected Project applicant;

8.6.3. Any other current expense not directly linked to the actions contemplated in the Selected Project;

8.6.4. Customs expenses;

8.6.5. Expenses with insurance other than those made to protect the members of the Movie crew against events that may occur as a result of the production of the Movie and within the relevant space and time, and insurance of the equipment for the production of the Movie; and

8.6.6. Water, electricity and telephone bills and rent of any natural or legal persons, as long as they are not related to the Project and/or the Movie.

8.7. The expenses contained in Section 8.6 of this Call Notice may be borne by means of a

management fee offered to the Sponsored Party, corresponding to up to **ten percent (10%) of the total net amount of the budget of the Sponsorship offered by ALANA**, under the Sponsorship Agreement.

8.8. The Sponsorship may be used to purchase equipment, subject to prior written approval from VIDEOCAMP.

8.9. Other budget limitations are provided for in the Sponsorship Agreement and should be taken into consideration when submitting the Projects.

8.10. In return to the sponsorship, the applicant of the Selected Project shall, as previously agreed and approved by VIDEOCAMP:

8.10.1. Create a page exclusively for the Movie on Facebook. Produce content, regular posts, about the Movie and its theme throughout the production process and the post-release promotion. Such actions will be part of a strategy of audience building and promotion of the Movie theme.

8.10.2. Create and register in the platform VIDEOCAMP complete supporting material about the Movie (for reference purposes: support material of "Doll and Silence" – https://videocamp-prod.s3.amazonaws.com/uploads/movie_exhibition/support_material_en/000/000/009/9/Guia_BONECA_INGLES_3_1_.pdf);

8.10.3. Create a trailer for the Movie, with at least two (2) minutes, following the same resolution criteria of the Movie, as described in ANNEX I;

8.10.4. Create seven (7) "spots" of thirty (30) seconds to promote the Movie on the social networks, as described in ANNEX I; and

8.10.5. Create a video of at least five (5) minutes with the making-of of the Movie.

8.11. All materials resulting from the actions provided for in Section 8.10 above shall comply with the requirements described in Section 5.9 above.

8.12. The Sponsored Party hereby acknowledges and agrees that this Call Notice does not use any incentive law in Brazil or abroad, as it is a private sponsorship project, funded by ALANA.

9. EXECUTION OF THE PROJECT

9.1. The applicant of the Selected Project, after entering into the Sponsorship Agreement with ALANA, shall complete the Movie within fifteen (15) months from the date of the first sponsorship payment as provided for in the Sponsorship Agreement.

9.1.1. The date of completion of the Movie is understood as the date of release of the Product Certificate (or equivalent) of the country of the Sponsored Party, and the delivery of one (1) external HD with a copy of the Movie to ALANA and VIDEOCAMP, under the Sponsorship Agreement, and the registration in VIDEOCAMP, in the following manner: (i) high resolution; (ii) minimum window Full HD (1920x1080) or larger (2k or 4k); (iii) ProRes4444 or ProRes 422HQ codec; and (iv) Framerate 23.98fps or 24fps.

9.2. Throughout its execution, the production of the Selected Project will be overseen by an executive producer of VIDEOCAMP ("Executive Producer"), who shall follow all stages of the Project and shall

receive monthly reports on the status and cost of the Project, as provided for in the Sponsorship Agreement.

9.2.1. The Executive Producer may have access to all information relating to the Selected Project, including, but not limited to, financial, contractual, accounting, production and executive information.

9.2.2. The Executive Producer shall, in its sole discretion, appear in person at the Movie production set at least once (1) during the execution of the Project. Any expenses of the Executive Producer with transportation, lodging, etc. in this case will be borne by the Sponsored Party.

9.3. The Movie will have two (2) Narrative Consultants, who will accompany, at different stages of the process of production of the Movie, the development of the Movie's story and film form, contributing its knowledge at each stage. The work of the Narrative Consultants will be of guidance with creative advice aimed at strengthening and building the Movie narrative.

9.3.1. The Narrative Consultants will be hired and paid for by ALANA.

9.4. Throughout the production of the Selected Project, all expenses, without exception, that are made with the funds from the sponsorship of ALANA, must be accompanied by the respective vouchers and/or receipts and/or invoices, under penalty of suspension of the payments of the sponsorship and the incidence of the fines and penalties provided for in the Sponsorship Agreement.

9.5. The Movie should have a "Made for VIDEOCAMP" seal.

9.5.1. Both the ALANA's and VIDEOCAMP's brands must be included in the Movie, where the first will be treated as the Master Sponsor and the second as a Supporter, as regards the brands of the other Supporters. The presence and allocation of any possible other Movie sponsors (i.e., Development Sponsors and Partial Production Sponsors) will be discussed with ALANA and VIDEOCAMP, which will tell to the Sponsored Party, at the sole discretion of ALANA and VIDEOCAMP, how the sponsorship of such third parties shall appear in the Movie.

9.5.2. The Sponsored Party must always mention ALANA and VIDEOCAMP in interviews, without the need of prior authorization. For the production of the release and/or any other type of declaration, ALANA and VIDEOCAMP must approve the material that mentions this Call Notice's sponsorship.

9.5.3. In the case of the production of a graphic work with texts, there may be the insertion of texts signed by ALANA and VIDEOCAMP, at their sole discretion.

9.6. If any type of work derives from the Movie, such as a series or a book, the Sponsored Party should, in cooperation with the Sponsor, mention ALANA as the Sponsor of the original work, in view of its contribution by creating the idea of the Project.

10. EXHIBITION OF THE AUDIOVISUAL WORK

10.1. Without prejudice to its moral and commercial rights regarding the Movie, the applicant of the Selected Project and all those that holds rights regarding the Selected Project and/or the Movie hereby authorize and agree to the following:

10.1.1. The insertion of the Movie in VIDEOCAMP in the "public view" mode (with obligation to

download), according to the guidance provided by VIDEOCAMP and the rules of the Terms of Use, the Terms of License of Work and the Privacy Policy of VIDEOCAMP and the Sponsorship Agreement;

10.1.2. The free exhibition of the Movie at festivals organized by VIDEOCAMP at any time, without quantitative or any other limitation;

10.1.3. The release of the Movie can be done at independent festivals and movie theaters together with the release of the Movie on the VIDEOCAMP Platform;

10.1.4. During the first month of the release, after the premiere of the Movie, it may be exhibited in cinemas, and ALANA and VIDEOCAMP may remove the Movie from the VIDEOCAMP platform in the cities where the Movie is being exhibited, at their sole discretion; and

10.1.5. Due to the distribution format of the world film industry, the Movie may only be made available on other VoD platforms and/or other broadcast media thirty (30) days after the release of the Movie on the VIDEOCAMP Platform. ALANA and VIDEOCAMP understand that there is no assignment of rights or unlimited exclusivity regarding the Movie, which is owned by the Sponsored Party.

10.2. Thus, for the purposes of Section 10.1 above, the applicant of the Selected Project acknowledges and agrees to be subject to the [Terms of Use](#), the [Terms for Work License](#) and the [VIDEOCAMP Privacy Policy](#) ("VIDEOCAMP Terms").

10.2.1. Notwithstanding the VIDEOCAMP Terms, the Sponsored Party acknowledges and agrees that, regardless of the periods of availability set forth in the VIDEOCAMP Terms, in view of this Call Notice and the Sponsorship Agreement, the Movie will be permanently inserted on the VIDEOCAMP platform (or any other platform that may replace it, provided that it is administered by ALANA).

10.3. To be inserted in VIDEOCAMP, the Movie must be made available on the VIMEO platform, through VIMEO CONNECT, accessible through the website www.vimeo.com, and must comply with the technical specifications of the platform, which can be consulted at: <https://vimeo.com/help/compression>. The Movie must be registered privately and protected by password, with a link managed solely and exclusively by VIDEOCAMP, whose system will manage the access passwords for the exhibitors.

10.4. Under no circumstances may the exploitation of the Movie by the applicant of the Selected Project harm ALANA's rights under this Call Notice and the Sponsorship Agreement.

11. REPRESENTATIONS AND WARRANTIES

11.1. VIDEOCAMP and ALANA represent and warrant that:

11.1.1. They are duly authorized to promote this Call Notice and to fulfill all the obligations established herein, having met all legal and corporate requirements necessary to do so.

11.2. The applicants represent and warrant that:

11.2.1. They are companies duly organized, incorporated and registered with the competent agencies, according to the laws of their countries or individual microentrepreneurs or their equivalent under international laws, recognized by the local audiovisual authority as an independent producer;

11.2.2. The Projects submitted are original and **have not been produced/realized integrally**, and may have received only a possible Development Sponsorship and/or a Partial Sponsorship of Production, under this Call Notice;

11.2.3. Even if they have applied their Projects in other selection processes, if selected in this Call Notice, they will renounce the other sponsorships if such processes conflict with any terms and conditions of this Call Notice;

11.2.4. They are solely and exclusively responsible for any fees, taxes and charges, as well as for the fulfillment of any labor, tax and social security legal requirements, in order for the Movie to be broadcast in Brazil and worldwide, such as the Contribution for the Development of the National Cinematographic Industry - CONDECINE, fees for the issuance of the Brazilian Product Certificate (CPB), fees for issuing any other certificates under ANCINE, or the public agency responsible for the cinema industry in the country of the applicant, or any other public agencies and any other fees that may exist, as well as for any other charges and any other that may exist, as well as any other charges and pecuniary liabilities incurred for the execution, distribution and sale of the Movie;

11.2.5. They are authorized to participate in this Call Notice and to fulfill all the obligations established herein, having met all legal and corporate requirements necessary to do so;

11.2.6. They hold all the necessary authorizations for the presentation of the Project and for the possible production of the Movie and they will indemnify ALANA and/or VIDEOCAMP for any expenses and losses incurred by them as a result of the indemnification for losses and damages caused to any third parties related to the Project and/or the Movie, including, but not limited to, those relating to attorneys' fees and legal costs;

11.2.7. They have all the documents and/or authorizations necessary for the legitimate use of the image rights and/or copyrights and/or intellectual property of third parties, including, without limitation, if the Movie is based on works of third parties and related rights that compose the Project and/or the Movie; and

11.2.8. They have read the Sponsorship Agreement and agree to all of its terms and conditions, being fully aware that in order to participate in this Call Notice, they must comply with all the requirements of this Call Notice and its Annexes.

12. GENERAL CONDITIONS

12.1. Notwithstanding the obligations set forth in this Call Notice and in the Sponsorship Agreement, the material of the Movie shall be the exclusive right of the applicant of the Selected Project.

12.2. The applicants assume full and exclusive responsibility, directly or by recourse, solely and exclusively, for contracting all the services and manpower required to participate in this Call Notice and/or in the execution of the Project, regardless of whether or not they are direct executors, and they are exclusively responsible for the payment of such services and manpower, as well as the payment of labor, tax and social charges due as a result of the preparation and/or application in this selection process and/or the execution of the Project, as well as any and all possible claims of third parties who feel harmed.

12.3. Any and all acts, contracts or commitments entered into by the applicants for the purposes of participation in this Call Notice and/or the execution of the Project and/or the production of the Movie are

their sole and exclusive responsibility.

12.4. In the event that the applicant of the Selected Project gives up the production of the Movie, ALANA reserves the right to call another finalist Project to enter into a new Sponsorship Agreement.

12.4.1. Such prerogative does not generate any obligation or burden for ALANA and/or VIDEOCAMP.

12.5. Any doubts, disputes or situations not foreseen in this Call Notice will be analyzed and decided by VIDEOCAMP, whose decision is sovereign and unappealable.

12.6. VIDEOCAMP and ALANA reserve the right, at their sole discretion, to change the terms of this Call Notice and of the Sponsorship Agreement, informing the applicants as soon as reasonably possible, through notices on the Website, always guided by legality and respect.

12.7. The Central Forum of the City of São Paulo/SP, Brazil is hereby selected as the competent authority to resolve any disputes relating to or arising from this Call Notice, with express waiver of any other, however privileged it may be.

12.8. In event of any conflict or discrepancies between the English and the Portuguese version of this Call Notice, the Portuguese version shall prevail.

12.9. THE APPLICANT ACKNOWLEDGES AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS CALL NOTICE AND ITS ANNEXES.

12.10. THE PARTICIPATION IN THIS CALL NOTICE SHALL ONLY BE VALID UPON RECEIPT OF A CONFIRMATION EMAIL SENT BY THE SYSTEM, AFTER THE FILLING OF THE APPLICATION FORM AND ITS ANNEXES ON THE WEBSITE.

ANNEX I

SPECIFICATIONS OF THE MOVIE

The characteristics and elements described here are **MANDATORY**.

The movie must follow the technical specifications of **VIMEO**, accessible at:
<https://vimeo.com/help/compression>

• Minimum Duration:	Thirty (30) minutes.
• Movie Format:	Mandatorily digital. No acetate films will be accepted.
• Movie Resolution:	HD 16:9 – 1,080 x 1,920 pixels. 2K 16:9 – 2,560 x 1,440 pixels 4K 16:9 – 3,840 x 2,160 pixels
• Original language:	Official language of the country of the Selected Producer.
• Dubbing:	The movie must necessarily be dubbed in: <ul style="list-style-type: none">• Brazilian Portuguese
• Subtitles:	The movie must necessarily have subtitles in: <ul style="list-style-type: none">• Brazilian Portuguese;• English; and• Spanish.
• Sign Language:	It must be necessarily translated into sign language to guarantee access to the Movie to the hearing impaired, in the original language, Brazilian Portuguese, English and Spanish.
• Audio-Description:	An additional narrative track with audio-description must necessarily be elaborated to guarantee access to the Movie to the visually impaired, in the original language, Brazilian Portuguese, English and Spanish.
• Closed Caption:	It must necessarily have closed caption to guarantee access to the Movie to the hearing impaired, in the original language, Brazilian Portuguese, English and Spanish.
• Trailer:	A trailer of at least [2] minutes must necessarily be produced, following the same Resolution criteria as for Movie.
• Making-of Video:	A making-of video of the Movie with at least [5] minutes must be produced, following the same Resolution criteria as for Movie.
• Spots	At least seven (7) spots of thirty [30] seconds must be produced for the promotion of the Movie in the social networks.
• Supporting Material	The supporting material must be necessarily translated into: <ul style="list-style-type: none">• Brazilian Portuguese;• English;

	<ul style="list-style-type: none">• Spanish; and• The original language of the producer.
--	---

ANNEX II

SCHEDULE OF THE STAGES OF THE SELECTION PROCESS

DATE	STAGE
03/21/2018	Beginning of the Application period
07/06/2018	End of the Application period
09/01/2018	Release of the finalist Projects
09/18/2018	Date of the Virtual Pitch
09/30/2018	Date of Release of the Final Result

ANNEX III
SPONSORSHIP AGREEMENT DRAFT

ANNEX IV

SCHEDULE AND BUDGET MODEL

SCHEDULE

Item	Stage	Date of Start (Month/Year)	End Date (Month/Year)
1.0	Project Development		
1.1			
1.2			
1.3			
1.4			
2.0	Pre-Production		
2.1			
2.2			
2.3			
2.4			
3.0	Production		
3.1			
3.2			
3.3			
3.4			
4.0	Post-Production		
4.1			
4.2			
4.3			
4.4			
5.0	Distribution		
5.1			
5.2			
5.3			
5.4			
Time Period (in months)			
Locations (
City and State of location		Period (indicate if days or weeks)	

BUDGET

Description	Value (US\$)
Project Development	
Pre-Production	
Production	
Post-Production	
Rights, Music and Talent	R\$ -
Insurance	R\$ -
Office and Administration	R\$ -
Publicity, Promotion, Website	R\$ -
Fees, Taxes and Charges	R\$ -
Distribution	R\$ -

Production Fee (It cannot exceed 10% over total budget)	R\$	-
Total	R\$	-

SPONSORSHIP AGREEMENT

By this private deed, the parties:

INSTITUTO ALANA, [qualification], with head office in the City of São Paulo, State of **São Paulo**, at Rua Fradique Coutinho, 50 - 11º andar, **Brazil**, holder of the tax identification no. [-], herein duly represented, hereinafter referred to as "**SPONSOR**"; and

[NAME], [qualification], with head office in the City of [-], State of [-], at Rua [-], [country], holder of the tax identification no. [-], herein duly represented, hereinafter referred to as "**SPONSORED PARTY**";

They are jointly referred to as "**Parties**" and, individually, as "**Party**";

WHEREAS:

- (A) The SPONSOR is a non-profit organization interested in promoting socially relevant movies with transformative potential in the Brazilian, and world, society and reality;
- (B) The SPONSORED PARTY is a producer [nationality] of movies with competence in the accomplishment of audiovisual projects;
- (C) "VIDEOCAMP" consists of a free online platform accessible through the website www.videocamp.com, which brings together transforming movies and connects them to viewers interested in putting socially relevant issues in action;
- (D) The SPONSORED PARTY took part in a Call Notice promoted by VIDEOCAMP and by the SPONSOR (the "Call Notice") in order to select, among the enrolled participants, an audiovisual project for the production of a movie entitled "Inclusive Education" which can sensitize and attract viewers' attention to the subject (the "Project"), to be sponsored by the SPONSOR, according to the terms hereof;
- (E) The SPONSOR seeks to promote qualified debate of inclusive education in the society in general, especially in the Brazilian society, as a way of achieving its institutional goals, in order to guarantee the defense and promotion of social rights, with the aim of encouraging the dissemination of knowledge and information in order to generate positive social impact in the Brazilian and world society and with transformative potential by expanding discussions on the subject, and influencing public policies and private conduct; and
- (F) The Project of the SPONSORED PARTY has been selected to receive sponsorship from the SPONSOR and thus make a movie according to the specifications contained in the Annexes hereto (the "Movie");

The Parties hereby **RESOLVE** to enter into this Sponsorship Agreement in the form of sponsorship (the "Agreement"), whereby the Parties undertake to bind themselves and their successors.

1. OBJECT

1.1. The sponsorship by the SPONSOR of the Movie to be produced by the SPONSORED PARTY is the subject matter of this Agreement, within the specifications and deadlines contained in this Agreement and its Annexes.

1.2. The production of the Movie will be sponsored, mostly, by ALANA, being considered the Master Sponsor. The SPONSORED PARTY will be able to count on a sponsorship of third party development before the production of the Movie ("Development Sponsorship") and with Projects already in the production stage which enjoy the sponsorship from third party sponsors ("Partial Sponsorship of the Production"), provided that the requirements stipulated in the Sponsorship Call Notice are met.

1.3. In addition, as indicated by the SPONSOR, in its sole discretion, the production of the Movie may count on the support of third parties duly selected by the SPONSOR (the "Supporters"), who shall receive their due credits in the Movie, as established by the SPONSOR.

2. VALUE AND SPONSORSHIP

2.1. As sponsorship of the Movie, the SPONSORED PARTY will receive from the SPONSOR the **gross, fixed and non-adjustable amount of up to four hundred thousand dollars (US\$ 400,000.00)**, to be paid according to the sponsorship schedule described in the **Annex A** of this Agreement.

2.1.1. The payments will be made by deposit or transfer to the following bank account, owned by the SPONSORED PARTY, which was created specifically for the production of the Movie:

Bank [-]
Branch: [-]
Current Account: [-]
[country]

2.1.2. The SPONSOR shall be responsible for all taxes and fees related to the exchange and remittance of funds to the SPONSORED PARTY, undertaking to bear such amounts to ensure that the gross amount mentioned in Section 2.1 above is received.

2.1.3. On the date of receipt of each of the installments provided for in the sponsorship schedule described in the **Annex A** of this Agreement, the SPONSORED PARTY shall issue a sponsorship receipt to the SPONSOR. Except in connection with the taxation referred to in Section 2.1.2 above, the SPONSORED PARTY shall pay any and all taxes and charges which may apply to the sponsorship hereby agreed in accordance with the applicable law in its domicile, exempting the SPONSOR from any liability in this regard.

2.2. Without prejudice to the other penalties provided for in this instrument, the payments provided for in Section 2.1 may be suspended by the SPONSOR if the SPONSORED PARTY fails to comply with any obligation arising from this Agreement and/or the Call Notice. The suspension will last until the SPONSORED PARTY resolves the pending issues which gave rise to the suspension of payments, at the SPONSOR's sole discretion.

2.3. Once all payments agreed upon in Section 2.1 above have been made, SPONSOR's financial obligations with respect to this Agreement shall be terminated and no other donation or participation, whether it is financial or of any other kind, shall be under its responsibility to improve the sponsorship herein agreed.

2.4. Notwithstanding the provisions of the Call Notice and this Agreement, the SPONSORED PARTY hereby acknowledges and agrees that, in addition to the taxation referred to in Section 2.1.2 above, **the taxes and fees in accordance with the applicable law shall be levied on the value of sponsorship**. Thus, it is understood that the gross amount must cover all the expenses necessary for the realization of the Movie, including due taxes and fees, in the country of origin of the SPONSORED

PARTY, in case it is not a Brazilian producer, as in Brazil. It is the responsibility of the SPONSORED PARTY to assess the applicable tax impact on the amount of sponsorship prior to the execution of this Agreement, **the SPONSORED PARTY being the sole party responsible for the payment of fees, taxes and other charges due in the applicable jurisdictions**, and hereby authorizing the SPONSOR to withhold any applicable amounts.

2.5. If the Movie's production amount does not reach Sponsor's total net value, the SPONSORED PARTY hereby acknowledges and agrees that it will engage third parties, stipulated by the SPONSOR, for the purpose of marketing and advertising the Movie on VIDEOCAMP and other media with the remaining budget, according to the guidelines at the time of conclusion of the Movie.

2.6. In the expected budget for the Project, the SPONSORED PARTY shall stipulate a **fee for coverage of the expenses and a movie production management fee (the "Management Fee") of a maximum of ten percent (10%) of the total net amount of the Sponsorship offered by ALANA**. The Management Fee is intended to remunerate the SPONSORED PARTY for Project management and execution services and already includes, as applicable, all payments to the SPONSORED PARTY staff, and the SPONSORED PARTY may not incur any additional expenses in this regard.

2.7. The SPONSORED PARTY further acknowledges and agrees that the value of the estimated budget for the Movie plus the SPONSORED PARTY Management Fee for running the Movie, under no circumstances may exceed the total net amount of the sponsorship offered by the SPONSOR.

2.8. The SPONSOR may make the payments provided for in this Agreement in its own name or through a third party appointed by as a tax sponsor.

2.9. ALANA will be solely responsible for evaluating the appropriateness of accepting or rejecting a Project which has received Development Sponsorship and/or Partial Production Sponsorship.

3. LABOR TAXES AND CHARGES

3.1. Each Party shall be responsible for collecting any direct or indirect taxes, social and labor charges, as well as any fees arising under this Agreement, for which it is liable as a result of the applicable legislation, including, without limitation, all applicable tax, social security and labor laws. Without prejudice to the foregoing, the SPONSOR reserves the right to withhold the amounts owed by the SPONSORED PARTY which may be affected by this Sponsorship Agreement.

3.2. No employment or corporate relationship between the Parties is established by this instrument, so that each of the Parties will be liable per se to the Judiciary (in any jurisdiction) for any actions which may be brought by its partners, officers, employees and agents, and the other Party shall use its best efforts to provide for the immediate exclusion of the innocent Party from the pole of duty, and shall respond for any harm which may be suffered by the innocent Party as a result of such actions.

3.3. All liabilities arising from tax liabilities, as well as labor, tax, social security, taxes for the issuance of any certificates applicable in the movie industry and any other fees which may exist, or any certificate referring to, as well as any other charges and pecuniary liabilities generated by the SPONSORED PARTY and/or the persons contracted by it for the execution, distribution and sale of the Movie and execution of this Agreement shall be at the sole expense of the SPONSORED PARTY and its responsible parties.

4. OBLIGATIONS OF THE SPONSORED PARTY

4.1. The SPONSORED PARTY assures to the SPONSOR that:

- (a) It will provide unrestricted access to the Executive Producer (as defined in Section 4.11.1 below) to the Project, throughout its execution, so that the Executive Producer can be able to monitor and audit the entire development of the Movie and the implementation of the SPONSORED PARTY obligations, as provided in this Agreement and in the Call Notice and the VIDEOCAMP team;
- (b) It will disclose SPONSOR's brands and/or logos with the prior approval of ALANA, as Movie Master Sponsor, the brands and/or logos of the Supporters, including VIDEOCAMP, as supporter(s) of the Movie, according to the layout to be previously approved by the SPONSOR and the Executive Producer. The presence and allocation of other possible Movie sponsors (i.e., Development Sponsors and Partial Production Sponsors) will be discussed with the SPONSOR and VIDEOCAMP, who will indicate to the SPONSORED PARTY, at the SPONSOR and VIDEOCAMP's exclusive discretion, how to do the sponsorship of such third parties;
- (c) It will disclose SPONSOR's brands and/or logos, in the official pages of the Movie, as Movie Master Sponsor, the brands and/or logos of the Supporters, including VIDEOCAMP, as supporter(s) of the Movie, according to the layout to be previously approved by the SPONSOR and the Executive Producer. The presence and allocation of other possible Movie sponsors (ie, Development Sponsors and Partial Production Sponsors) will be discussed with the SPONSOR and VIDEOCAMP, who will indicate to the SPONSORED PARTY, at the SPONSOR and VIDEOCAMP's exclusive discretion, how to do the sponsorship of such third parties;
- (d) It will create a proper page of the Movie on Facebook, with regular posts about the Movie and its development, which will be part of a strategy of audience building and theme spread throughout the production process of the Movie;
- (e) It will mention the SPONSOR, as Movie Master Sponsor, and the Supporters, including VIDEOCAMP, as supporter(s) of the Movie, in interviews or similar event, in any type of media, referring to the sponsorship, as instructed by the Executive Producer. The presence and allocation of any remaining Movie sponsors (ie, Development Sponsors and Partial Production Sponsors) will be discussed with the SPONSOR and VIDEOCAMP, who will indicate to the SPONSORED PARTY, at the SPONSOR and VIDEOCAMP's exclusive discretion, how to do the sponsorship of such third parties;
- (f) It will disclose the trademarks and/or logos of the SPONSOR, as Movie Master Sponsor, of the Supporters, including VIDEOCAMP, as supporter(s) of the Movie, in any other means of communication/disclosure of the Movie, as previously instructed by the SPONSOR. The presence and allocation of other possible Movie sponsors (ie, Development Sponsors and Partial Production Sponsors) will be discussed with the SPONSOR and VIDEOCAMP, who will indicate to the SPONSORED PARTY, at SPONSOR and VIDEOCAMP's exclusive discretion, how to do the sponsorship of such third parties;
- (g) It will insert the text signed by the SPONSOR and/or VIDEOCAMP in graphic advertising pieces with texts;
- (h) It must complete the movie within fifteen (15) months **from the date of the first sponsorship payment**. The Movie will be deemed completed on the date of the release of the Product Certificate (or its equivalent) in the country of the Sponsored Party, and of the delivery of one (1) external HD with a copy of the Movie in the following formats: (i) high resolution delivery; (ii) minimum window FullHD (1920x1080) or larger (2k or 4k); (iii) Codec: ProRes4444 or 442 HQ; (iv) Framerate: 2398fps or 24 fps; as well as the insertion of the Movie in the Platform VIDEOCAMP, as provided for in this Agreement;
- (i) It will report on the production of the Movie to the Executive Producer within up to six (6) months, counted at the conclusion of the Movie indicated in Section 4.1(h) above;

(j) It will elaborate, deliver to the SPONSOR and VIDEOCAMP and register on VIDEOCAMP platform, at the time of conclusion of the Movie, the complete support material about the Movie (for reference, the supporting material of the movie "Doll and Silence" - https://videocamp-prod.s3.amazonaws.com/uploads/movie_exhibition/support_material_en/000/000/009/9/Guia_BONECA_INGLES_3__1_.pdf). The support material must respect the rules and/or tools that guarantee accessibility to all individuals. It shall be reviewed and approved by the Executive Producer and shall be clear and succinct, structured in a few pages and preferably in a material that can be printed in black and white or, if colored, which maintain the readability in black and white, in Brazilian Portuguese, English, Spanish and in the original language of the Movie, if it is not a Brazilian producer;

(k) It will elaborate a trailer of the Movie, a video with the process of making the movie (making off) and seven (7) spots of thirty (30) seconds to disclose the Project in the social networks, which should be evaluated in advance by VIDEOCAMP and by the SPONSOR. The materials referred to in this item must have the prior approval of the Executive Producer, following the specifications of **Annex B**, including the same specifications of the Movie about languages, translations and accessibility tools.

4.1.1. The SPONSORED PARTY, in compliance with all the obligations contained in the Call Notice and this Agreement, will respect all the rules of accessibility during the making and promotion of the Movie, whether through the elaboration of material or in the development of the Movie itself.

4.1.2. The SPONSORED PARTY still undertakes to conduct the production and promotion of the Movie in accordance with the SPONSOR Best Practices Manual, which was made available on link <http://filmfund2018.videocamp.com/en/best-practices/>.

4.2. The SPONSORED PARTY will make the Movie as described in the Call Notice, in the submitted and approved Project, and in the Annexes hereto, in a competent and professional manner, according to the best standards for works of this nature, dedicating all their skill and experience, observing the stipulated deadlines and other conditions set forth in this Agreement and its Annexes, being also responsible for the management, administration and execution of the Movie.

4.3. The SPONSORED PARTY will be responsible to the competent authorities for obtaining any and all authorizations, licenses and other requirements for the exercise of its activity, being also responsible for all and any action necessary for the viability and realization of the Movie (including, without limitation, the payment of any amounts to third parties), and hereby exempts the SPONSOR from any liability in this regard (including, without limitation, costs or expenses), as well as any administrative, civil or criminal liability in any way related to the Movie.

4.4. The SPONSORED PARTY shall keep the Executive Producer informed of any management, technical or administrative decisions which may in any way affect or interfere with the performance of the Movie or the sponsorship contracted herein.

4.5. The SPONSORED PARTY shall ensure that the amounts paid by the SPONSOR under this Agreement are used solely to pay for the Movie and that all expenses without exception shall be accompanied by the respective bank statements in addition to the vouchers and/or receipts and/or invoices, all properly organized. The expenses not accompanied by the respective supporting documents will not be considered part of Movie's budget, therefore constituting the exclusive expense of the SPONSORED PARTY.

4.5.1. In the event that the SPONSORED PARTY uses any funds from SPONSOR's sponsorship for the acquisition and/or payment of any of the items listed in Section 4.6, such expenses shall

not be considered part of the Movie budget and shall therefore constitute the exclusive expense of the SPONSORED PARTY.

4.5.2. The SPONSORED PARTY may purchase equipment with the amounts received by the SPONSOR, with the prior approval in writing from the Executive Producer. The acquisition of equipment without prior consent makes the acquisition undue and the respective funds must be returned to the SPONSOR, under penalty of applying the fines and penalties expressed in this Agreement.

4.6. It is expressly forbidden the use by the SPONSORED PARTY of the funds received by the SPONSOR to bear the cost of:

- (a) Bank fees, fines, interest or monetary restatement, including for payments or late payments;
- (b) Expenses with personnel and social charges of the staff of the SPONSORED PARTY;
- (c) Any other current expense not directly linked to the planned actions for the production of the Movie;
- (d) Customs expenses;
- (e) Expenses with insurance, other than those made to protect Movie crew members against events which may occur due to the making of the Movie and within the relevant setting and insurance of the equipment for the production of the Movie; and
- (f) Water, electricity, telephone and rental accounts of any natural or legal persons, provided they are not related to the Project and/or the Movie.

4.6.1. The expenses contained in the Section 4.6 of this Call Notice may be borne by means of the management fee, corresponding to up to **ten percent (10%) of the total net amount of the Sponsorship budget offered by ALANA** under the terms of the Sponsorship Agreement.

4.7. The SPONSORED PARTY will carry out adequate publicity and disclosure of the Movie, under the terms of the Marketing and Disclosure Strategy approved by the SPONSOR, as submitted in the form.

4.8. The SPONSORED PARTY may receive the help of fundraising for the campaign of disclosure of the Movie, provided that it is not understood as an aid for the production of the Movie, as already provided for in the Agreement, and, provided further that it is duly authorized by the SPONSOR.

4.9. Upon the completion of the Movie, the SPONSORED PARTY shall register the Movie on the VIDEOCAMP platform in the "public display" mode (with download obligation), as directed by the Executive Producer and the rules of the [Terms of Use](#), the [Terms for Work License](#) and [the VIDEOCAMP Privacy Policy](#) and this Agreement.

4.9.1. The Movie shall remain enrolled in the "public display" mode exclusively on the VIDEOCAMP platform for a minimum period of one (1) month, as described in the Section 4.13 of this Agreement.

4.9.2. In addition, the launch of Movie can be performed at independent festivals and movie theaters along with the launch of the Movie on the VIDEOCAMP platform. Under no circumstances shall the exploitation of the Movie by the SPONSORED PARTY be liable to prejudice SPONSOR's rights under this Agreement and the Call Notice. During the first month of the release, after the premiere of the Movie, it can be shown in cinemas, in which situation the

withdrawal of Movie can be made, by the SPONSOR and VIDEOCAMP, from the VIDEOCAMP platform in the cities where there are movie sessions with views of the Movie.

4.9.3. The application and availability of the Movie in the VIDEOCAMP must be made until the term stipulated in the **Call Notice of Sponsorship**. This period can only be modified with the express written authorization of the SPONSOR.

4.9.4. To be inserted in VIDEOCAMP, the Movie must be made available on the VIMEO platform (VIMEO CONNECT), accessible through the website www.vimeo.com, and comply with the technical specifications of the platform, which can be consulted at: <https://vimeo.com/help/compression>. The Movie must be registered privately and protected by password, with a link managed solely and exclusively by VIDEOCAMP, whose system will manage the access passwords for the exhibitors.

4.9.5. If the SPONSORED PARTY unjustifiably fails to register and make available the Movie on VIDEOCAMP, it is hereby established that the SPONSORED PARTY shall pay to the SPONSOR, as of the date of receipt of its notice of such violation, the amount of Five Thousand Dollars (US\$ 5,000) per day in the form of a non-compensatory fine, up to a limit of One Hundred Thousand Dollars (US\$ 100,000.00), as well as for consequential damages and loss of profits caused as a result of such violation.

4.9.6. The SPONSORED PARTY acknowledges and agrees that the phrase "Made for VIDEOCAMP" should be inserted, according to the guidelines and criteria of the Executive Producer, in all ways and means of disclosure of the Movie and in the Movie itself, as requested by the VIDEOCAMP.

4.10. The SPONSORED PARTY acknowledges and agrees that SPONSOR will appoint two (2) Narrative Consultants to carry out the development of the form and structure of the Movie.

4.10.1. The Movie will have two (2) Narrative Consultants who will monitor, at different stages of the production process, the development of the story and the cinematographic form of the project. It will be an advice work with creative opinion for the strengthening and construction of the narrative, so that it can contribute in the development of the fair cinematographic way to tell this story.

4.10.2. The "Narrative Consultants" are trusted SPONSOR people with experience in the field, and responsible for ensuring the cut of the Movie in the most correct and impactful way.

4.10.3. The Narrative Consultants will be contracted and paid by the SPONSOR.

4.10.4. If the SPONSORED PARTY refuses to receive the assistance of the Narrative Consultants, or creates any other impediments to their work, the SPONSORED PARTY shall pay to the SPONSOR a non-compensatory fine in the amount of one hundred thousand dollars (US\$ 100,000.00), being liable still for damages arising out of and resulting loss of profits as a result of such breach.

4.10.5. The SPONSORED PARTY shall immediately notify the SPONSOR if it understands that the work done by the Narrative Consultants is in any way hindering the development of the Movie, in which situation the SPONSOR should position itself on the actions of the Narrative Consultants. However, the SPONSORED PARTY will only be authorized to disregard the requirements of the Narrative Consultants, in the cases duly authorized in writing by the SPONSOR.

4.11. The SPONSORED PARTY acknowledges and agrees that the SPONSOR will designate an Executive

Producer to monitor the production of the Movie.

4.11.1. The "Executive Producer" is someone trusted by the SPONSOR, with experience in the audiovisual field, which will have the responsibility to analyze and supervise the progress of all the production of the Movie.

4.11.2. The Executive Producer shall have access to all documentation related to the production of the Movie and shall receive all information regarding the execution of the Movie, whether financial, accounting, executive or any other relevant information.

4.11.3. The Executive Producer shall have access to all documents and information on financial, accounting, legal or any other matters related to the SPONSORED PARTY.

4.11.4. The performance of the Executive Producer aims to ensure that the money paid by the SPONSOR is used efficiently and that the Movie is finalized within the parameters and deadlines established in this Agreement, with the exception that all Movie production is of sole and exclusive responsibility of the SPONSORED PARTY.

4.11.5. The Executive Producer shall, at least once, during the production phase of the Movie, attend the Project set, with costs (transportation, lodging, food, etc.) borne by the SPONSORED PARTY.

4.11.6. The SPONSOR and/or the Executive Producer are not responsible for any obligation related to the execution of the Movie, their performance being restricted to the task of analyzing, supervising, approving or reproving expenses and reporting to the SPONSOR all pertinent information about the progress of production of Movie.

4.11.7. In the event that the SPONSORED PARTY refuses to provide information or documents to the Executive Producer, or prohibits it from accessing the filming locations, or creates any other impediments to the supervision and control work performed by the Executive Producer, the SPONSORED PARTY shall pay to the SPONSOR a non-compensatory fine in the amount of one hundred thousand dollars (US\$ 100,000.00), also being liable for the emergent damages and loss of profits caused as a result of such violation.

4.11.8. The SPONSORED PARTY should prepare monthly reports that will be forwarded to the Executive Producer. The reports should describe the activities performed in that period, the overall progress production of the Movie, the cost of the Movie, as well as report any other relevant facts and information about the Movie.

4.11.9. The SPONSORED PARTY shall submit to the Executive Producer all material produced in order to evaluate the progress of production and the correspondence between the work performed and the specifications of the Movie, which were established in the Call Notice, this Agreement and the material presented by the SPONSORED PARTY during participation in the Call Notice. These evaluations will be made on the occurrence of the following events:

- (a) First treatment of the script;
- (b) Final version of the script;
- (c) Closing the shooting plan and timeline during the pre-production of the Movie;
- (d) Delivery of the report after the end of the recording or recordings, as the case may be;

- (e) Closing the first cut of the movie; and
- (f) Closing the final cut of the movie.

4.12. Except as provided in this Agreement, the SPONSORED PARTY may not, without the prior written permission of the SPONSOR, use any material containing the trade name, fanciful name, brand and/or logotype of the SPONSOR and/or the Supporters, including VIDEOCAMP.

4.13. The SPONSORED PARTY may market the Movie, other than for advertising purposes, brand disclosure, branded content marketing. As provided in the Call Notice, due to the distribution format of the worldwide movie industry, the Movie may only be made available on other VoD platforms and/or other broadcast medium thirty (30) days after the launch of the Movie on the VIDEOCAMP Platform, provided it is previously informed to the SPONSOR. The SPONSOR and VIDEOCAMP understand that there is no assignment of rights or unlimited exclusivity over the Movie, which is owned by the SPONSORED PARTY.

4.13.1. Notwithstanding the foregoing, in any event of Movie's placement or disclosure, whether within or outside the terms set forth above, the SPONSORED PARTY shall not be permitted to remove, suppress or in any way reduce or totally or partially disinvest SPONSOR's credit and recognition rights and/or SUPPORTERS, as provided in this Agreement.

4.13.2. Under no circumstances shall the exploitation of the Movie by the SPONSORED PARTY be liable to prejudice SPONSOR's rights under this Agreement and the Call Notice.

4.13.3. The SPONSOR and VIDEOCAMP are hereby authorized to carry out the effective promotion and dissemination of the Movie in Brazil and abroad, including, without limitation, through the dissemination of the support materials required in this Agreement, especially for the purpose of fomenting the qualified debate on inclusive education in society in general, especially the Brazilian society, as a way of achieving its institutional purposes, in order to guarantee the defense and promotion of social rights, with the aim of encouraging audiovisual production that disseminates qualified information and stimulates the production of knowledge on the subject.

5. REPRESENTATIONS AND WARRANTIES

5.1. The SPONSOR represents and warrants to the SPONSORED PARTY that:

5.1.1. It is a company, duly organized, constituted and registered in the competent bodies, according to the applicable laws;

5.1.2. It is duly authorized to enter into this Agreement and to comply with all the obligations set forth therein, having met all legal and statutory requirements necessary to do so.

5.2. The SPONSORED PARTY represents and warrants to the SPONSOR that:

5.2.1. It is a duly organized producer, incorporated and registered in the competent bodies, according to the laws of its country;

5.2.2. It is authorized to enter into this Agreement and to comply with all the obligations set forth therein, having met all the legal and statutory requirements necessary to do so;

5.2.3. It is the legitimate owner of all necessary authorizations for the realization of the Movie and will indemnify the SPONSOR (and any Supporter, when applicable) from any expenses and

damages incurred by it as a result of the compensation for losses and damages caused to any third party related to the Movie, including, but not limited to, attorney fees and court fees;

5.2.4. The Movie was based on an original argument, within the criteria stipulated in the Call Notice, of its property or third party to it duly licensed for the purposes of this Agreement, being of its entire responsibility any discussion in this regard, under the terms of this Section 5.2;

5.2.5. It holds all authorizations and/or assignments and/or documents and/or contracts relating to copyright and/or intellectual property and/or image rights necessary for the execution of the Project and the production of the Movie, in the case of an argument based on works of third parties and therefore does not violate the image and/or copyright and/or intellectual rights of third parties. In this sense, the SPONSORED PARTY undertakes to indemnify the SPONSOR from any expenses and damages incurred by it arisen from the correction of the losses and damages caused to any third party related to the Project and/or the Movie, including, but not limited to those relating to legal fees and court costs;

5.2.6. The execution of this Agreement and the fulfillment of the obligations established therein do not violate any legal provision, contract or instrument of which it is a party, legal decision, or result in early expiration or termination of any obligation established in any contracts or instruments;

5.2.7. It is vested with all the powers and authority to enter into this Agreement and fulfill the obligations set forth herein, and that the signing and performance of this Agreement and the activities necessary for the production and execution of the Movie do not result in violation of any third party right, applicable law or regulation or breach or default of any contract, instrument or document of which it is a party or for which it has any of its property related, encumbered and/or affected, or the need to obtain any authorization under any contract, instrument or document of which it is a party or for which it has any of your properties tied or affected;

5.2.8. In the event of legal proceedings or the adoption of administrative or extrajudicial measures, of any nature, against the SPONSOR in relation to the Project and/or Movie, the SPONSOR shall implead the SPONSORED PARTY to fully answer the requests to be formulated, exempting the SPONSOR from any and all liability. If the implead of the SPONSORED PARTY is denied or, even if deferred, if the SPONSOR is sentenced for the payment of any amounts, the SPONSORED PARTY shall reimburse the SPONSOR for any amount related to indemnities for moral damages and consequential damages, as well as all damages related to the proceeding, such as, but not limited to: contractual and surrender fees, procedural expenses, expertise fees and indemnities;

5.2.9. The amounts mentioned in the above clauses shall be reimbursed to the SPONSOR by the SPONSORED PARTY within thirty (30) days from the date on which the amounts are actually disbursed by the SPONSOR, upon simple notice of the SPONSOR to the SPONSORED PARTY. The term indicated in this Section 5.2.9 is also valid if the matter is resolved outside the judicial or administrative sphere, when the SPONSORED PARTY shall reimburse the SPONSOR for all damages, losses and costs incurred, such as, but not limited to: fees, procedural expenses, expertise fees and indemnities arising from such negotiation. Notwithstanding, in this case, the SPONSOR reserves the right to withhold any payments under this Agreement for the purposes of compliance with this Section 5.2.9;

5.2.10. It is fully aware that the Movie will be inserted in VIDEOCAMP and that, therefore, it will be subject to the Terms of Use, Terms of License and Privacy Policy of VIDEOCAMP, which can be accessed through the link: <http://www.videocamp.com/en/terms> e

<http://www.videocamp.com/en/terms#privacy>, respectively;

5.2.10.1. Notwithstanding the set forth in the Terms of Use, License of Work and Privacy Policy of VIDEOCAMP, the Movie will be permanently inserted on the VIDEOCAMP platform (or any other platform which may replace it, provided it is operated by ALANA).

5.2.11. The obligations assumed in this Agreement are legally valid and binding obligations, enforceable in accordance with its terms and conditions.

5.3. Except as expressly permitted herein, neither Party may use the trade name, fanciful name or any trademark of the other Party without the prior written consent of the other Party. Any authorization granted by either Party to this effect shall be construed restrictively and exclusively for the purpose authorized.

5.4. The SPONSOR acknowledges and agrees that the SPONSORED PARTY is the owner of all copyrights and moral of the Movie and that, provided that all the obligations established in this Agreement have been fulfilled and as long as there is no image damage to the SPONSOR, the SPONSORED PARTY may dispose of it in any way whatsoever.

5.5. It shall be incumbent upon the Parties, without prejudice to other obligations already contemplated, to comply with and abide by the principles and policies recommended below:

5.5.1. Do not employ or contract for work, children or minors, service providers or suppliers who employ or contract children or minors, in disagreement with applicable labor laws;

5.5.2. Respect for Human Rights, as well as the provisions of the Convention on the Rights of the Child, the Convention on the Rights of Persons with Disabilities, as well as other UN conventions and International Treaties on Human Rights;

5.5.3. Do not allow the practice of slave labor or any other form of illegal labor;

5.5.4. Do not permit discrimination or restriction on access to employment, based on sex, sexual orientation, origin, race, color, physical condition, religion, marital status, disability or age;

5.5.5. Preserve the environment, and prevent and eradicate practices which are harmful to it, carrying out its activities in compliance with legal, regulatory and administrative acts related to the environment and related, while making its best efforts in this regard with its suppliers;

5.5.6. Provide a safe work environment to its employees, agents and other persons accredited to it;

5.5.7. Treat all of your employees, agents and other persons accredited with respect and dignity and not tolerate any physical, moral or sexual forms of harassment or abuse related to them; and

5.5.8. To comply in all its activities related to this Agreement with all applicable regulations, laws and legislation, including but not limited to the Foreign Corrupt Practices Act (FCPA) (15 USC §78-dd-1, et seq., as amended), the UK Bribery Act 2010, as well as any other anti-bribery law, anti-corruption law or conflict of interest law applicable to the Parties.

6. TERM AND TERMINATION

6.1. This Agreement shall be effective for a fixed term, beginning on the date of its signature and with an expected term for [-] months, at the time the Movie is available on VIDEOCAMP, pursuant to Section 4.9 above, without prejudice to compliance with the obligations of the SPONSORED PARTY arising from this Agreement.

6.2. This instrument will be automatically terminated in the following cases:

6.2.1. Due to SPONSOR's failure to comply with any of its obligations under this Agreement, without such failure being remedied within thirty (30) days counted from the receipt of the SPONSORED PARTY's written communication in this regard.

6.2.2. Due to the SPONSORED PARTY, if it is verified:

(a) A default by the SPONSORED PARTY of any of its obligations under this Agreement, without such failure being remedied within fifteen (15) days counted from the receipt of written communication from the SPONSOR in this sense; and

(b) A request for bankruptcy, judicial recovery or commencement of the extrajudicial recovery or insolvency proceedings (according to the applicable law) by the SPONSORED PARTY, as well as decision of its liquidation.

6.2.3. This Agreement may be terminated unilaterally by the SPONSOR, by simple written notification, without any charge, if the SPONSOR and, in its sole discretion, understand that the SPONSORED PARTY and/or any persons linked to the Project and/or Movie manifest and/or to promote, explicitly, implicitly or by reason of the context, at the SPONSOR's sole discretion:

(a) Racist, prejudiced or hate speech;

(b) Discriminatory content of race, gender, sex, devotion or religion;

(c) Explicit scenes of sex and pornography that are not coherent in the movie's narrative;

(d) Scenes of extreme violence that are not coherent in the movie's narrative;

(e) Content that is harmful or offensive to minors;

(f) Scenes of cruel treatment or violence against animals that are not coherent in the movie's narrative;

(g) Content that places in embarrassing situation all persons and companies involved in the Call Notice, as well as their commercial partners, especially, but not limited to the SPONSOR and VIDEOCAMP;

(h) Content that infringes the rights of third parties, whether intellectual or not;

(i) Content that violates the law, including, without limitation, the Convention on the Rights of Persons with Disabilities; and

(j) Content that violates the Convention on the Rights of the Child, the Convention on the Rights of Persons with Disabilities, as well as other UN conventions on Human Rights, other UN conventions and International Human Rights Treaties.

6.3. Without prejudice to other events set forth in this Agreement, the SPONSORED PARTY will pay to the SPONSOR a non-compensatory fine in the amount of all the amount effectively invested by the SPONSOR in the production and disclosure of the Movie.

6.4. If the SPONSORED PARTY is deemed unable, at SPONSOR's sole discretion, to complete the Movie within the terms set forth in this Agreement, the execution of the Movie shall be terminated and the SPONSORED PARTY shall be required to reimburse all amounts already paid by the SPONSOR under this Agreement, in US dollars, without prejudice to losses and damages, in order to avoid a difference in value at the time of conversion.

6.5. In the event of termination of this Agreement by the exclusive fault of the SPONSOR or in case the SPONSOR fails to comply with this Agreement, as a penalty and indemnity, the SPONSORED PARTY is obliged to return only the amounts received from the SPONSOR, but which have not yet been spent with the production of the Movie. The amounts disbursed and committed for the development of the Movie won't need to be reimbursed to the SPONSOR, provided that such expenses have been committed with the express approval of the Executive Producer. All expenses must be verified by the SPONSORED PARTY. The unaccompanied evidence must be returned to the SPONSOR.

7. CONFIDENTIALITY

7.1. The SPONSORED PARTY undertakes to maintain in its absolute secrecy and in strictly confidential character any and all information that may be provided by the SPONSOR under this Agreement and should therefore be treated as confidential information.

7.2. Any written or oral information disclosed to the SPONSORED PARTY, whether or not it contains the expression "confidential", shall be considered as confidential information. The term information shall correspond to all information written, oral or otherwise presented, tangible or intangible, and may include, but not be limited to: technical and commercial device and/or detail, whether informative, illustrative, photographic, technical or commercial specifications, know-how, techniques, design, drawings, diagrams, copies, formulas, samples, flowcharts, tables, models, sketches, photographs, plans, computer programs, disks, tapes, contracts, business plans, projects, processes, product concepts, specification, prices, costs, suppliers, definitions, market information, inventions, ideas, other technical, commercial or financial information, among others, hereinafter referred to "Confidential Information", directly or indirectly, received from, belonging to, or owned by, or relating to the SPONSOR.

7.2.1. The Confidential Information referred to in this Section 7 may be owned by the SPONSOR or by third parties.

7.3. The disclosure, use or dissemination of information, use or supply of knowledge by any means, reproduction (including photographic or xerox) and/or use by the SPONSORED PARTY, for purposes other than those which are the subject matter of this Agreements, of the Confidential Information, is strictly forbidden in whole or in part, without the prior and express consent of the SPONSOR, as the case may be.

7.4. The obligation set forth in this Section 7 applies not only to the SPONSORED PARTY and its employees, but also to its administrators, agents, partners, representatives of any nature, contractors and subcontractors and any third parties in any way related to Project and Movie, to its realization or disclosure, and the SPONSORED PARTY must take care that the Confidential Information is restricted to the knowledge of the directors, employees and/or agents that are directly involved in the discussions, analyzes, meetings and business, and must inform them of the existence of this obligation and the confidential nature of this information.

7.5. The SPONSORED PARTY undertakes, during the term of this Agreement and for a term of five (5) years after its termination, to maintain and preserve the confidential and confidential nature of the Confidential Information, not allowing third parties to have or have access to it, publish or disclose the Confidential Information, even if partially, at any time, without the prior and express authorization of the SPONSOR.

7.6. It is not considered confidential the information that, evidently:

7.6.1. Is in the public domain at the time of disclosure or after disclosure, except if this occurs as a result of an act or omission of the SPONSORED PARTY;

7.6.2. Becomes public domain, after its disclosure by third parties, strangers in this relationship and outside the scope of this Agreement;

7.6.3. Must be disclosed by the SPONSORED PARTY due to an order issued by an administrative or judicial body with jurisdiction over the SPONSORED PARTY, only to the extent of such order, provided that it is grouped and/or presented in summarized format and only provided after the SPONSORED PARTY is previously notified in writing by the SPONSOR of the existence of such order, giving adequate time for it to plead the protective measures that it deems appropriate;

7.6.4. Has been received from third parties, strangers to this Agreement, who have not breached an obligation of confidentiality before the SPONSOR.

7.7. Upon the termination of this Agreement, all Confidential Information received shall be returned to the SPONSOR, and the SPONSORED PARTY shall not retain any copy or reproduction, in whole or in part, without the prior express approval of the SPONSOR.

7.8. It is hereby established that, in the event of breach of this Section 7, the SPONSORED PARTY shall pay to the SPONSOR a fine of two hundred thousand dollars (US\$ 200,000.00), and shall also be liable for any consequential damages and loss of profits resulted from such violation.

8. PENALTIES

8.1. Without prejudice to the other provisions of this Agreement, in addition to the provisions of Section 4.9.5 in the event of delay in fulfill the deadlines established in the Sponsorship Call Notice due to the SPONSORED PARTY (or any of its employees and service providers), the SPONSORED PARTY shall be obligated to pay to the SPONSOR a daily fine of up to two percent (2%) of the value of this Agreement, up to a limit of twenty percent (20%) of the value of this Agreement. Also, in this case, the SPONSOR shall, at its sole discretion, suspend or withhold payments under this Agreement.

8.2. The delay of the SPONSORED PARTY in the payment and return of any amounts under this Agreement will subject the SPONSORED PARTY to the payment of a fine of two percent (2%) on the amount to be returned/paid, plus interest of one per cent (1%) per month and monetary correction, calculated by the IGP-M, of the Getúlio Vargas Foundation.

9. MISCELLANEOUS

9.1. This Agreement represents the entire understanding between the Parties in relation to the subject matter hereof and shall prevail over any other previous understandings on the same matter, whether verbal or written. The provisions of this instrument may be amended by common agreement between the Parties, by means of an amendment.

9.2. The failure by the Parties to exercise the rights guaranteed by the applicable law or by the Agreement, with the respective applicable documents, shall not mean waiver or novation, and the Parties may exercise them at any time.

9.3. This instrument does not represent any form of partnership, association or joint venture, each of the Parties remaining independent from each other for all purposes and effects of law. Nor does it constitute any kind of employment relationship, labor or social security relationship, nor is there any degree of hierarchical subordination or economic dependence between the Parties.

9.4. All notices and communications relating to this Agreement shall be made in writing and shall be deemed to have been received (i) on the day they were sent, if transmitted by facsimile, email or telegram, (ii) ten (10) days after the date of posting if sent by letter, via postal service or similar, or (iii) on the day on which the notified Party acknowledges the receipt (protocol), if delivered personally. The notices shall be addressed to the addresses indicated below or to any other address as one Party may specify to the other through notice:

For the SPONSOR:

Address:

Email:

Att.:

For the SPONSORED PARTY:

Address:

Email:

Att.:

9.5. Each Party undertakes to promptly notify the other Party of any change in its respective address in Section 9.4, otherwise the notifications, communications and/or notices sent to the address in Section 9.4 shall be deemed to have been duly delivered and valid for all the purposes of law.

9.6. The SPONSORED PARTY may not assign or transfer, in whole or in part, this Agreement or any of the obligations contained therein without the prior and express written agreement of the SPONSOR. The SPONSOR may assign this Agreement to any entity related thereto, without prejudice to this Agreement obliging the Contracting Parties and their successors, in any capacity.

9.7. In event of any conflict or discrepancies between the English and the Portuguese version of this Agreement, the Portuguese version shall prevail.

9.8. The Parties elect the forum of the City [-], State [-], [country], as competent to resolve any doubts or disputes arising from this instrument.

In witness whereof, the Parties sign this instrument in three (3) counterparts, in the same form and content, before the two (2) undersigned witnesses.

São Paulo, [-] de [-] de 2018

SPONSOR

SPONSORED PARTY

Witnesses:

1) _____
Name:
CPF:

2) _____
Name:
CPF:

ANNEX A

SPONSORSHIP SCHEDULE

% OF THE SPONSORSHIP NET AMOUNT	EVENT
20%	In cash after the signature of the Sponsorship Agreement
40%	Immediately after the delivery of the Movie Script
20%	At the end of the Movie recording
20%	After the first edition of the Movie

ANNEX B

TECHNICAL SPECIFICATIONS AND COMMUNICATION PLAN

Specifications of the Movie and accessory materials

<ul style="list-style-type: none"> ● Minimum Duration: 	Thirty (30) minutes.
<ul style="list-style-type: none"> ● Movie Format: 	Mandatorily digital. No acetate films will be accepted.
<ul style="list-style-type: none"> ● Movie Resolution: 	HD 16:9 – 1,080 x 1,920 pixels. 2K 16:9 – 2,560 x 1,440 pixels 4K 16:9 – 3,840 x 2,160 pixels
<ul style="list-style-type: none"> ● Original language: 	Official language of the country of the Selected Producer.
<ul style="list-style-type: none"> ● Dubbing: 	The movie must necessarily be dubbed in: <ul style="list-style-type: none"> ● Brazilian Portuguese
<ul style="list-style-type: none"> ● Subtitles: 	The movie must necessarily have subtitles in: <ul style="list-style-type: none"> ● Brazilian Portuguese; ● English; and ● Spanish.
<ul style="list-style-type: none"> ● Sign Language: 	It must be necessarily translated into sign language to guarantee access to the Movie to the hearing impaired, in the original language, Brazilian Portuguese, English and Spanish.
<ul style="list-style-type: none"> ● Audio-Description: 	An additional narrative track with audio-description must necessarily be elaborated to guarantee access to the Movie to the visually impaired, in the original language, Brazilian Portuguese, English and Spanish.
<ul style="list-style-type: none"> ● Closed Caption: 	It must necessarily have closed caption to guarantee access to the Movie to the hearing impaired, in the original language, Brazilian Portuguese, English and Spanish.
<ul style="list-style-type: none"> ● Trailer: 	A trailer of at least [2] minutes must necessarily be produced, following the same Resolution criteria as for Movie.
<ul style="list-style-type: none"> ● Making-of Video: 	A making-of video of the Movie with at least [5] minutes must be produced, following the same Resolution criteria as for Movie.
<ul style="list-style-type: none"> ● Spots 	At least seven (7) spots of thirty [30] seconds must be produced for the promotion of the Movie in the social networks.
<ul style="list-style-type: none"> ● Supporting Material 	The supporting material must be necessarily translated into: <ul style="list-style-type: none"> ● Brazilian Portuguese; ● English; ● Spanish; and ● The original language of the producer.