INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (this "Agreement") is dated and effective as of Month 09, 2023 (the "Effective Date"), and is made by and among (i) The Last Swim Film (the "Series"), a series of Screencrib Platform LP, a Delaware multi-series limited partnership (the "Platform"), (ii) Screencrib Platform GP, LP, a Delaware limited partnership, as the general partner of the Series and the Platform (the "General Partner"), and (iii) Screencrib Advisors LLC, a Delaware limited liability company and an Affiliate of the General Partner (the "Investment Adviser"). Capitalized terms used without definition herein have the respective meanings ascribed to them in the Amended and Restated Limited Partnership Agreement of the Partnership, dated as of Month 09, 2023 (as the same may be amended from time to time, the "Partnership Agreement"), and the appendix to the Partnership Agreement for the Series.

RECITALS

WHEREAS, pursuant to Section 6.1(b) of the Partnership Agreement, the Series and the General Partner seek to engage the Investment Adviser to manage the Series and implement the Series' investment strategy in accordance with the Series' purpose as set forth in Section 2.4 of the Partnership Agreement, investment objectives, policies and restrictions; to provide day-to-day managerial and administrative services; and to perform such other acts as may be approved by the General Partner on the terms set forth in this Agreement, and the Investment Adviser desires to accept such appointment.

NOW, THEREFORE, for and in consideration of the covenants and agreements of the parties made in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. <u>Appointment</u>. Subject to the terms and conditions of this Agreement, the General Partner hereby appoints the Investment Adviser to act as investment adviser to the Series in accordance with the terms set forth in this Agreement until this Agreement is terminated pursuant to Section 6. The Investment Adviser accepts such appointment and agrees to render the Services, as defined below, in accordance with the terms of this Agreement.

2. Investment Advisory Services.

(a) The Investment Adviser shall provide to the Series investment advisory services ("Services") regarding the implementation of the Series' investment strategy in accordance with the Series' purpose as set forth in Section 2.4 of the Partnership Agreement, investment objectives, policies and restrictions, the provision of day-to-day managerial and administrative services and the performance such other acts as may be approved by the General Partner. The Services to be initially provided by the Investment Adviser to the Series shall include, without limitation: (i) determining whether to seek an investment in the ProjectCo; (ii) determining when and on what terms to dispose of the Series' investment in the ProjectCo; (iii) exercising all voting rights with respect to the ProjectCo; (iv) procuring that the Series distributes all cash and marketable securities, if any, to the partners of the Partnership subject to the terms of the Partnership Agreement, subject to any lock-up agreements or similar restrictions; and (v) if applicable, deciding whether to distribute securities or sell those securities and distribute cash. Solely in furtherance of the provision of the Services, the Investment Adviser shall have the authority to perform such other actions as the Series may reasonably request, including, without limitation: (1) supervising third parties who provide services with respect to Series management and securities and other assets that may be acquired by the Series, (2) managing the Series' assets generally and monitoring securities of the Series, (3) executing and directing others in the execution of trades to purchase and sell securities, (4) establishing bank accounts on behalf of the Series, including custodial accounts, brokerage accounts and margin accounts, and managing the receipt and disbursal of funds in such accounts, (5) exercising voting or consent rights with respect to the Series' assets, (6) taking such other actions the General Partner deems necessary or advisable for the management of the Series' assets, and (7) executing all agreements, documents and instruments related to the foregoing.

- (b) The Investment Adviser shall perform the Services in all material respects in accordance with (i) the Series' purpose as set forth in Section 2.4 of the Partnership Agreement and its investment objectives, policies and restrictions that are communicated to the Investment Adviser by the General Partner from time to time, and (ii) the requirements of any applicable non-U.S., U.S. federal, state and local laws and regulations and any applicable non-U.S., U.S. federal, state, and local regulatory authorities. The Investment Adviser's performance of the Services shall at all times remain subject to the supervision of the General Partner.
- (c) The Investment Adviser shall maintain its own (i) office facilities and utilities, (ii) clerical, bookkeeping and recordkeeping services at such office facilities, (iii) communications equipment and services including telephone and internet facilities, and news and quotation services, and (iv) computer hardware and software.
- (d) The Investment Adviser may subcontract certain of the services required to be performed by the Investment Adviser, and the Investment Adviser agrees to be responsible for the compliance by such parties of the terms of this Agreement.
- (e) The Investment Adviser shall provide such financial statements or reports to the Series and the General Partner as may be reasonably requested by the General Partner for the preparation of the Series' financial statements or reports, including those reports to be delivered in accordance with Section 7.3 of the Partnership Agreement.
- Agreement and the Series confidential private placement memorandum as in effect on the date of this Agreement and shall deliver to the Investment Adviser any and all future amendments, material modifications, and supplements to such documents, if any. The Investment Adviser represents that it has reviewed and is familiar with the terms and conditions of the Partnership Agreement and the Series confidential private placement memorandum and agrees that it is subject to all applicable provisions of such documents.

3. <u>Fees; Expenses</u>.

(a) During the term of this Agreement, and except as otherwise agreed among the parties, the Investment Adviser shall pay the following expenses: (i) salaries and expenses of all personnel of the Investment Adviser, (ii) expenses related to the maintenance of the Investment Adviser's office facilities, including, but not limited to, expenses related to rent, furnishings, office equipment and utilities, (iii) expenses related to the Investment Adviser's communications equipment and services such as telephone and internet facilities, (iv) expenses related to fees due to persons who identify purchasers of Interests, and (v) any other expenses incurred by the Investment Adviser in performing the Services for the Series.

- (b) The Investment Adviser shall be entitled to receive the Management Fee, payable under the terms set forth Section 4.1 and the applicable LPA Series Appendix of the Partnership Agreement. The General Partner may, in its discretion, waive, reduce, or rebate the Management Fee with respect to any Limited Partner or group of Limited Partners (as defined in the Partnership Agreement, and which group may, but need not, include all Limited Partners), including Affiliates of the General Partner, as set forth in the Partnership Agreement.
- 4. <u>Indemnification</u>. The parties hereto acknowledge that the Investment Adviser, any controlling Person of the Investment Adviser or any of its Affiliates, and each current or former manager, managing member or general partner, director, officer, stockholder or shareholder, partner, member, employee, legal counsel, representative, incorporator, or other agent of the Investment Adviser are "Covered Persons" and shall have the full benefit of the exculpation, indemnification and expense advancement provisions in the Partnership Agreement, including, without limitation, Article 6 of the Partnership Agreement, as if the same were set forth in full in this Agreement. The provisions of this Section shall survive the termination of this Agreement.
- 5. <u>Amendment</u>. This Agreement may only be amended, supplemented, or waived by mutual consent of the parties in writing signed by the parties.
- 6. <u>Term.</u> This Agreement shall continue until the earliest of (i) such time as the Series is terminated as a legal entity, (ii) such time as the Series is terminated as a legal entity, (iii) the parties mutually agree to terminate this Agreement, or (iv) by the General Partner or the Investment Adviser upon thirty days' prior written notice to the other.
- 7. <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. The obligations of the Investment Adviser under this Agreement may not be "assigned" (which term shall have the meaning as set forth under the Investment Advisers Act of 1940, as amended (the "<u>Advisers Act</u>")), and shall include any assignment for purposes of the Advisers Act) by the Investment Adviser without the prior written consent of the Series and the General Partner; <u>provided</u> that it will not constitute an assignment if the equity owners of the Investment Adviser reorganize or reconstitute the Investment Adviser to a be in the form of a partnership, corporation, or any other form of legal entity, so long as such reorganization or reconstitution is not adverse to the interests of the General Partner, the Series, or the Limited Partners of the Series.
- 8. <u>Relationship</u>. The Investment Adviser shall, for all purposes herein, be deemed to be an independent contractor. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the parties with respect to the arrangements set forth in this Agreement.
- 9. <u>Notices</u>. Any notice or other communication that one party desires to give to another party shall be in writing, and shall be deemed effectively given: (a) upon personal delivery to the party to be notified; (b) when sent or transmitted by electronic mail if transmitted during normal business hours of the recipient, if not, then on the next business day; (c) three days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. All communications shall be addressed to the other parties at the address set forth on the

signature page attached hereto for each such party or at such other address as a party may designate by five days' advance written notice to the other parties.

- 10. <u>Governing Law; Jurisdiction</u>. This Agreement shall be governed by, and construed and enforced in accordance with, the internal laws of the State of Delaware, without regard to its conflicts of laws principles. Any controversy or claim arising out of or relating to this Agreement shall be resolved, and any costs associated therewith shall be apportioned among the parties, in the same manner as if such controversy or claim had arisen under the Partnership Agreement.
- 11. <u>Entire Agreement; No Third-Party Beneficiaries</u>. This Agreement contains the entire agreement and understanding among the parties, and supersedes all prior written or oral agreements and understandings relating to the subject matter of this Agreement. Except with regards to the obligations to Covered Persons as set forth in Section 4 or as otherwise specifically provided in this Agreement, this Agreement is not intended to confer upon any person other than the parties any rights or remedies under this Agreement.
- 12. <u>Severability; Binding Nature</u>. Should any part of this Agreement be held invalid by a court decision, statute, rule, or otherwise, the remainder of this Agreement shall not be affected thereby. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns.
- 13. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument binding upon all parties' signatories thereto. Delivery of an executed signature page of this Agreement by electronic transmission (DocuSign or equivalent or by electronic mail in portable document format (PDF)) will be effective as delivery of a manually executed signature page of this Agreement.
- 14. <u>Non-Exclusivity</u>. The Services to be rendered by the Investment Adviser to the Series under this Agreement shall not be deemed to be exclusive. The Investment Adviser shall be free to render similar services to other funds, or to the general partners of other funds, and the Series shall be free to retain the services of any other Person.

[Remainder of page intentionally left blank; signature page follows]

PRIVILEGED AND CONFIDENTIAL Final Version Dated 18/09/2023

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

SERIES:

The Last Swim Film, a series of Screencrib Platform LP

By: Screencrib Platform GP, LP, as general partner to the Series

Screencrib Holdings LLC, as general partner to Screencrib By: Platform GP, LP

Screencrib Limited, as sole member of Screencrib Holdings By: LLC

By: Ruby Walden
Name: Ruby Walden

Title: Director

GENERAL PARTNER:

Screencrib Platform GP, LP

By: Screencrib Holdings LLC, as general partner to Screencrib Platform GP, LP

Screencrib Limited, as sole member of Screencrib Holdings By: LLC

By: <u>Ruby Walden</u>
Name: Ruby Walden

Title: Director

INVESTMENT ADVISER:

Screencrib Advisors LLC

By: LLC Screencrib Limited, as sole member of Screencrib Advisors

By: <u>Ruby Walden</u>
Name: Ruby Walden

Title: Director