

***PRIVILEGED & CONFIDENTIAL***  
***Final Version Dated 19/09/23***

**ASSIGNMENT AGREEMENT**

This Assignment Agreement (this “**Agreement**”), dated as of September, 13th 2023 (“**Effective Date**”), is entered into by and between Screencrib Limited (“**Screencrib**”) and The Last Swim Film, a series of Screencrib Platform LP, a Delaware series limited partnership (“**Assignee**”).

**BACKGROUND**

- Screencrib desires to assign to Assignee all of its rights and delegate to Assignee all of its rights and benefits under the agreement listed on Exhibit A (the “**Assigned Contract**”) other than the rights and benefits set forth as “Excluded Rights” in Exhibit A (the “**Excluded Rights**”), in exchange for Assignee’s assuming of all obligations, liabilities and responsibilities under the Assigned Contract (the “**Assigned Obligations**”); and
  - Assignee desires to accept such assignment of rights and benefits (the “**Assigned Rights**”) and delegation of the Assigned Obligations under the Assigned Contract.
  - In consideration of the mutual covenants, terms and conditions set out herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:
1. **Assignment and Assumption**. Screencrib hereby irrevocably assigns, grants, conveys and transfers to Assignee all of Screencrib’s right, title and interest in and to the Assigned Contract other than the Excluded Rights. Assignee unconditionally accepts such assignment and assumes all of Screencrib’s duties, liabilities, responsibilities and obligations under the Assigned Contract, other than with respect to the Excluded Rights, and agrees to pay, perform and discharge, as and when due, all of the Assigned Obligations under the Assigned Contract accruing on and after the Effective Date. The parties intend that, as of the Effective Date, Assignee is substituted for Screencrib in the Assigned Contract with respect to the Assigned Obligations and Assigned Rights, but not with respect to the Excluded Rights.
  2. **Retained Rights**. Notwithstanding the assignment of rights contained herein, Assignee acknowledges and agrees that Screencrib specifically retains all, and does not assign, grant, convey or transfer to Assignee any, of the rights, title or interest in and to the Excluded Rights, and, as between Screencrib and Assignee, all rights and benefits related to the Excluded Rights shall remain with Screencrib.
  3. **Consideration; Purchase Price**. The parties acknowledge and agree that:
    - a. Subject to the terms and conditions of this Agreement, in consideration of the transfer of the Assigned Rights and Assigned Obligations under Section 1, Assignee shall pay to Screencrib (or as Screencrib may direct), \$ 175,000 the “Purchase Price”), by wire transfer of immediately available funds to an account or accounts designated and communicated to Assignee by Screencrib, no later than 10 days after the Effective Date.
    - b. The amount of the Purchase Price is the amount of the Investment (as that term is defined in the Assigned Contract), plus reasonable legal and out-of-pocket expenses incurred by Screencrib in connection with the negotiation and execution of the Assigned Contract.

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4. **No Amendment**. Nothing contained in this Agreement shall be deemed to supersede, amend or modify any of the terms, conditions or provisions of the Assigned Contract or any rights or obligations of the parties thereunder, and to the extent there is any conflict between the Assigned Contract and this Agreement, the terms and provisions of the Assigned Contract shall prevail (except substituting Assignee for Screencrib as a party thereto).
  
5. **Liability**. IN NO EVENT, WHETHER IN CONTRACT OR IN TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT), OR OTHERWISE, SHALL A PARTY BE LIABLE TO THE OTHER PARTY (OR ANYONE CLAIMING UNDER OR THROUGH THE OTHER PARTY) FOR INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH THE PERFORMANCE OR BREACH OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY AMOUNTS IN EXCESS OF \$100.
  
6. **Miscellaneous**.
  - a. *Further Assurances*. On the other party's reasonable request, each party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.
  
  - b. *General*. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, without regard to any choice or conflict of Law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware. Each of the parties hereto irrevocably consents to the exclusive personal jurisdiction and venue of the Delaware Court of Chancery, any other court of the State of Delaware or any federal court sitting in the State of Delaware, in connection with any matter based upon or arising out of this Agreement or the matters contemplated herein, agrees that process may be served upon them in any manner authorized by the laws of the State of Delaware for such persons and waives and covenants not to assert or plead any objection which they might otherwise have to such jurisdiction, venue and such process. Each party agrees not to commence any legal proceedings related hereto except in such courts. This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior written and oral agreements, discussions, or representations between the Parties. Sections 5 and 6 of this Agreement shall survive in perpetuity. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party to this Agreement. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability does not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement may be executed in several counterparts, including signatures via facsimile or PDF attached to an email, but all counterparts shall constitute one and the same instrument.

[Signature Page Follows]

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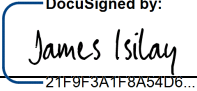
As follows, the parties have executed this Agreement as of the Effective Date:

**SCREENCRIB:**

Screencrib Limited

**ASSIGNEE:**

[The Last Swim Screencrib]

By:  \_\_\_\_\_  
Name: James Isilay  
Title: Director

By: Ruby Walden  
Name: Ruby Walden  
Title: CEO

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**EXHIBIT A**

Assigned Contract

- Investment Agreement between Screencrib Limited and Last Swim LTD, dated as of June 16, 2023.

Excluded Rights

- All rights and benefits related to the credit rights pursuant to credits described in Section 6 of the Investment Agreement, including with respect to the following:
  - (a) a company credit [for Screencrib Limited] above the titles, in no less than second position;
  - (b) a presentation credit above the titles, on a single card, in substantially the following form:  
“Screencrib Presents”
  - (c) An individual producer credit for James Isilay a single card in no less than sixth position (after the producer credits for the individuals set out at paragraph 1 above);
  - (d) an executive producer credit for Ruby Walden on a single card, in first position among executive producer credits, grouped with the other executive producer credits; and
  - (e) five (5) executive producer credits for the Investor’s nominees on a shared card grouped with the other executive producer credits.