

By purchasing a COINRUNNERS NFT you hereby agree to the following terms and conditions.

INVESTMENT AGREEMENT "COINRUNNERS"

THE PARTIES ARE

Nominated Company of Visual Media Group P/L ("**Producer**")

THE INVESTOR AS SPECIFIED IN ITEM 1 OF SCHEDULE 1 ("**Investor**")

BACKGROUND

- A. The Producer is producing a feature-length theatrical film provisionally entitled "*Coinrunners*" ("**Film**").
- B. The Producer is raising a portion of the budgeted cost of the Film via the sale of Fifteen Thousand (15,000) non-fungible tokens related to the Film ("**NFTs**") each with a value of 0.0777 Ethereum ("**Individual NFT Value**").
- C. Pursuant to a separate contract, the Investor has purchased an amount of NFTs as listed in Item 2 of Schedule 1, for the total purchase price as listed in Item 3 of Schedule 1 ("**Purchase Price**").
- D. The parties now make this agreement to record certain other entitlements and obligations in relation to the Film and the Purchase Price.

1. Investment

- 1.1 The parties agree that the Purchase Price, as received by the Producer from the Investor, shall be applied to the budgeted cost of the Film, and deemed an investment in the Film ("**Investment**").
- 1.2 The Investment shall be applied by the Producer solely towards the production costs of the Film.
- 1.3 The Investor acknowledges and agrees that it:
 - 1.3.1 does not and will not have an interest in any assets of the Film or any underage other than specified under this Agreement.;
 - 1.3.2 it will not create or attempt to create or register any Security Interest in or over the Film or the assets of the Film;
 - 1.3.3 has no right of approval over the production or exploitation of the Film under this Agreement;
 - 1.3.4 it has full power and authority to enter into this agreement.
 - 1.3.5 It has been given the opportunity to conduct its own enquiries in relation to the production of the Film and has received independent investment and taxation advice concerning its Investment.

1.4 "Security Interest" includes any:

- 1.4.1 mortgage, pledge, lien, charge, encumbrance, option or third-party security;
- 1.4.2 proprietary or preferential interest or arrangement of any kind; or
- 1.4.3 right or arrangement with any creditor to have its claims satisfied before other creditors from any asset.

2. Net Profit Entitlement

2.1 The parties acknowledge and agree that the Investor shall be entitled to receive percentage points of the Investors' Share of Net Profit from the collected gross receipts of the Film, which shall be determined as follows:

- 2.1.1 first, the total amount of investment in the Film ("**Total Film Investment**") shall be determined by the Producer, and notified by the Producer to the Investor as soon as reasonably practicable;
- 2.1.2 second, the percentage of the Individual NFT Value to the Total Film Investment shall be determined ("**Individual NFT Percentage Points**"); and
- 2.1.3 the Investor's entitlement to percentage points of the Investors' Share of Net Profit shall be equal to (X) multiplied by the Individual NFT Percentage Points, where (X) equals the number of NFTs purchased by the Investor (as listed in Item 2 of Schedule 1).

2.2 "**Investors' Share of Net Profit**" shall be defined as all monies remitted to the Producer or any entity for or on behalf of the Producer by or from any person including without limitation, all sales agents, distributors and other assigns or licensees in connection with the acquisition and/or exploitation of the Film less:

- 2.2.1 that amount of the hard, out of pocket production costs of the Film (including interest paid to the Producer's third-party investors in the Film at the rate set out in the principal financing agreements for Film and reasonable direct out of pocket marketing costs actually paid by the Producer to unaffiliated third parties) but excluding an amount equal to the Total NFT Value; and
- 2.2.2 on first 'snapshot of NFT numbers sold' on 30.11.2021 Midnight UTC or 2,500 NFTs Sold (whichever occurs first) NFTs sold will be divided as follows: (Fifty percent) (50%) amount retained by the Producer and (Fifty percent) (50%) by the NFT holder/s.
- 2.2.3 on second 'snapshot of NFT numbers sold' on 15.12.2021 Midnight UTC or 2,501 to 10,000 NFTs Sold (whichever occurs first) NFTs sold will be divided as follows: (Sixty percent) (60%) amount retained by the Producer and (Forty percent) (40%) by the NFT holder/s.
- 2.2.4 on third 'snapshot of NFT numbers sold' on 31.12.2021 Midnight UTC or 10,001 to 15,000 NFTs Sold (whichever occurs first) NFTs sold will be divided as follows: (Seventy percent) (70%) amount retained by the Producer and (Thirty percent) (30%) by the NFT holder/s.
- 2.2.5 In the event that after third 'snapshot of NFT numbers sold' is below 15,000 the remainder of NFTs sold will be divided as follows: (Ninety percent) (90%) amount retained by the Producer and (Ten percent) (10%) by the NFT holder/s.

2.2.6 In the event all NFTs sell out prior to snapshot dates, the relevant **“Investors’ Share of Net Profit”** will apply as determined by NFT numbers taken at the given time. – i.e. in the event 15,000 NFT are sold before 30.11.2021 Midnight UTC NFTs sold will be divided as follows: (Fifty percent) (50%) amount retained by the Producer and (Fifty percent) (50%) by the NFT holder/s.

2.3 Such definition shall be on a most favoured nation’s basis with all other Investors’ Share of Net Profit participants.

2.4 The Investor acknowledges that it has no recourse to any other funder in relation to this Agreement or the Investment or in any other way in connection with the Film.

3. Production & Marketing

3.1 The Investor acknowledges that the management and production of the Film shall, subject to the financing agreements for the Film, be controlled by the Producer.

3.2 The Investor acknowledges and agrees that it will not own the Copyright (as defined in the Copyright Act 1968 (Cth) (the “Act”)) in the Film. If for any reason, the Investor does acquire an interest in the Copyright in the Film by virtue of its financing the budget of the Film, the Investor hereby assigns to the Producer any and all such interest in the Copyright of the Film, to take effect as an assignment of future copyright by force of section 197(1) of the Act on the date such copyright comes into existence.

4. Assignment

The Producer may assign licence, charge or otherwise grant the rights under this Agreement without the Investor’s consent. The Investor must not assign licence, charge, transfer or otherwise grant any of its rights or obligations under this Agreement unless the Producer agrees to such assignment or transfer in writing.

5. Acknowledgement

The Investor acknowledges that the management and production of the Film shall be controlled by the Producer. The Investor agrees not to interfere or impede any of the rights granted to any funder, investor, distributor, or lender under any relevant agreement in relation to the Film. The Producer acknowledges and agrees that the Investor not be obliged to provide any funds for the Film other than the Investment, which the Investor shall only be obliged to pay in accordance with this Agreement.

6. Indemnity by the Producer

The Producer agrees to indemnify and hold to the Investor harmless against any and all suits, actions, proceedings, claims or demands brought or made against the Producer by any person, firm or corporation in respect of or in connection with or arising from the production, reproduction or exploitation of the Film unless such claims and/or demands arise from the negligent act, omission or breach by the Investor or any breach of a warranty and/or representation provided by the Investor herein.

7. Breach

In the event of a breach of this Agreement by the Producer, the Investor shall not be entitled to rescind this Agreement or any of the rights granted nor shall the Investor be entitled to restrain, enjoin or otherwise impair the production, distribution, exploitation, advertising or promotion of the Film or any rights in or in connection with the Film. The Investor’s sole remedy in the event of any breach shall be an action at law for damages, if any.

8. Completion Guarantor

The Investor acknowledges and agrees that a completion guarantor has been procured for the Film and that the terms of this Agreement shall be subordinate to the rights and powers of the completion guarantor to complete the Film.

9. Intentionally Deleted

10. Entire Agreement

This Agreement constitutes the entire agreement between the parties in relation to its subject matter. No understanding, arrangement or provision not expressly set out in this Agreement will bind the parties and no obligation, binding on any party is to be implied in this Agreement. Accordingly, all correspondence, negotiations, agreements and other communications between the parties, whether written or oral, in relation to the subject matter of this Agreement, which precede this Agreement, are superseded by and merged in it.

11. Counterparts

This Agreement may be executed by any number of counterparts and all of those counterparts taken together constitute one and the same instrument.

12. Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of Victoria in force from time to time. The parties submit to the non-exclusive jurisdiction of the courts of that State in respect of all proceedings arising in connection with this Agreement.

13. Date of this Agreement

This Agreement shall be dated by the Producer on the date of execution by the Producer.

14. Severability

Invalidity of any clause of this agreement will not affect the validity of any other clause except to the extent made necessary by the invalidity.

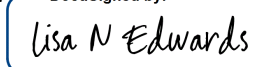
15. Notices

- 15.1 All notices required to be given under this agreement must be written and may be delivered by hand, pre-paid post, fax or email of the party to this agreement.
- 15.2 Notices will be deemed to have been served when received or within two (2) days of having been sent, whichever is the earlier.

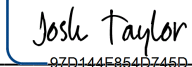
EXECUTED AS AN AGREEMENT

DATED:

EXECUTED by Lisa N Edwards & Josh Taylor in)
 accordance with s127 of the Corporations Act)
 2001:

DocuSigned by:

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 Company Director

Lisa N Edwards
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DocuSigned by:

 97D144F954D746D...
 Company Director

Josh Taylor
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