

# EXHIBIT C

WRITERS ASSIGNMENT AGREEMENT - PREVIOUS WORK

WRITER:  
Thomas Duncan-Watt

THE PRODUCTION COMPANY:  
Joey Creative Management Pty Ltd

THE SCRIPT:  
Concepts/scripts/drafts/outlines/treatments and all materials written to date by the writer in respect to the Script

THE PROJECT: *THANK YOU FOR BEING A FRIEND*      CATEGORY:  
Stageplay

THE FEE:  
50% of all amounts (including royalties, advances, deferred payments and profits) received or to be received by or on behalf of the Production Company in relation to the Script.

1. Subject to clause 10, and in consideration of the Fee (receipt of which will be acknowledged as and when necessary), the Writer hereby assigns to the Company all the Writer's right, title and interest (including all copyright) in the Writer's work with respect to the Script (including the draft) written as at the date of this Agreement, such assignment being for the territory of the world for the full period of copyright TO HOLD by the Company absolutely.
2. The Writer agrees that the Company is granted all rights to exploit, adapt, assign, license and dispose of all right, title and interest (including copyright) in the Script in its sole discretion, subject to the Company remaining liable for its obligations under this Agreement.
3. The Writer agrees that the Company may use the Writer's name and likeness in connection with the development, production and marketing of the Stageplay (and any ancillary rights).
4. The Production Company will use best endeavours to ensure the Writer shall receive a credit on all reproductions or adaptations of the Script (unless the Writer requests no credit to be given) as follows:

*Created and written by Thomas Duncan-Watt*

Or abbreviated to:

*By Thomas Duncan-Watt*

- 5.1 To the extent that the Writer has any moral rights in the Script, the Writer hereby consents to material alterations to the Book which the Company or its assignees and licensees deem necessary to develop the Script and/or to produce and market the Stageplay. To the extent the Writer has any moral rights in the Stageplay, the Writer hereby makes the following consents for the benefit of the Company, its assignees and licensees:
  - (a) To edit the Script to meet time slots
  - (b) To ensure that the Script meets any legal requirements to avoid a breach of law

- (c) To use excerpts of the Script for the purpose of promotion of the Stageplay including by any way of teasers and advertisements;
- (d) To make non-interactive on-line versions of the Stageplay.

5.2 In the event that consents (which shall not be withheld unreasonably) are required to any material alterations other than those referenced to in clause 5.1:

- (a) The Company will contact the Writer to seek consent by making every reasonable effort in writing to contact the Writer to inform him that a request is being made for material alterations possibly outside Clause 5.1;
- (b) The Writer has 5 working days from receipt of the Company's notification to notify the Company in writing that the Writer desires to be consulted with reference to the proposed use or material alteration.
- (c) After receiving notice from the Writer within the notice period specified in clause 5.2(b), the Company will nominate a time and place for such consultation at which the Writer may express views with regard to the proposed use or material alteration.
- (d) The Writer's services for the consultation will be provided at no cost to the Company.

6. The Writer warrants that:

- (a) All work in respect of the Script is original in the Writer and nothing therein infringes copyright in any other work or subject matter or constitutes a breach in confidence or privilege or violates the right to privacy or any other rights of any third party;
- (b) To the best of the Writer's knowledge, the Script is not and shall not be defamatory;
- (c) The rights assigned by the Writer pursuant to this Agreement are free from any encumbrances and the Writer is free and fully entitled to assign these rights to the Company without the consent of any third party;
- (d) To the best of the Writer's knowledge, there are no legal proceedings or any threat of such proceedings or any claim by any third party alleging that the Script infringes the rights (whether of copyright or otherwise) of any third party;
- (e) The Script has not been published;
- (f) The Writer shall do such further acts and execute and deliver further documents as the Company may reasonably require in order to give effect to the terms of this Agreement.

7. The Writer agrees that a breach of this Agreement by the Company shall not entitle the Writer to revoke the rights assigned under this Agreement.

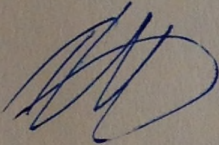
8. If any goods and services tax, value added tax or comparable tax ("GST") is imposed on any supply made under this Agreement by any party to this Agreement, then the supplier may collect from the recipient, in addition to any consideration due for the supply, the GST imposed on the supply calculated by multiplying the amount or value of the consideration for the by the GST tax rate prevailing as at the date the supply is made PROVIDED THAT the supplier has delivered to the recipient valid GST tax invoice(s) for that supply in a form that complied with the requirements of the tax system and any associated legislation or additional amount pursuant to this clause, the recipient will pay the additional amount within 14 days of its receipt of the valid GST tax invoice(s) delivered in accordance with this clause. The parties agree that any and all amounts and other consideration referred to in this Agreement are exclusive of any GST.

9. This contract is governed under the laws of New South Wales.
10. This contract will automatically terminate if, within the date which is 3 months from the date of this contract, a legally binding agreement in writing is not in existence between the Production Company (as licensor) and Matthew Management and Neil Gooding Productions Pty Limited (as licensee) the minimum terms of which have been already consented by the writer.
11. In the event of termination under clause 10, this agreement will be considered void ab initio and all of the Writer's rights in the Script and the Stageplay will revert to the Writer. In this event, the Production Company will do such further acts and execute and deliver further documents as the Writer may reasonably require in order to give effect to this clause.
12. Pending the finalisation of the agreement as referred to in clause 10, and during the 3 month period, the Production Company warrants not otherwise to sell, licence or encumber the rights of the Writer in the Script and the Stageplay.

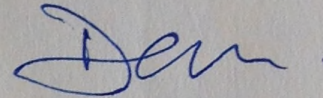
Dated:

9/7/13

Signed and Agreed by:



The Writer



Independent Witness

Signed and Agreed for and on behalf of the Production Company:

Authorised person for the Production Company

Independent Witness