

# DEED FOR SERVICES

## PARTIES

- (1) The theatre company as further described in Paragraph B of the Appendix (the “**Production Entity**”).
- (2) If the ‘Sole Trader’ box has been marked in Paragraph D of the Appendix, the individual as further described in Paragraph C of the Appendix (“**Service Provider**”).
- (3) If the ‘Services Company’ box has been marked in Paragraph D of the Appendix, the limited liability company as further described in Paragraph E of the Appendix (“**Services Company**”).

## THE PARTIES AGREE as follows:

### 1. SERVICES

- 1.1. In accordance with the terms of this Deed for Services (“**Deed**”) the services of the Service Provider as described in Paragraph F of the Appendix (the “**Services**”) will be provided to the Production Entity in respect of the production or workshop as more specifically described in paragraph G of the Appendix (the “**Production**”).
- 1.2. If the ‘Sole Trader’ box has been marked in Paragraph D of the Appendix the Service Provider will be providing the Services directly to the Production Entity as an independent contractor.
- 1.3. If the ‘Services Company’ box has been marked in Paragraph D of the Appendix, the Services Company shall be liable for providing the Services of the Service Provider so as to ensure that all stated obligations, undertakings, waivers and warranties required of the Service Provider pursuant to this Deed are complied with and in such case any stated obligation, undertaking, waiver or warranty of the Service Provider in this Deed shall as required be interpreted as meaning an obligation, undertaking, waiver or warranty that the Services Company will provide the Services or other co-operation of the Service Provider to satisfy. Any stated right of the Service Provider in this Deed shall as applicable be interpreted as meaning a right which the Services Company may exercise as the party primarily entitled to the outcome of the Services of the Service Provider.
- 1.4. If the ‘Services Company’ box has been marked in Paragraph D of the Appendix, , the Services Company shall be required on execution of this Deed to ensure that an Inducement Letter from the Service Provider in the form provided in Schedule 1 has been appropriately executed and attached to this Deed.
- 1.5. The Production will be showing to the public during the period of time as described in Paragraph H of the Appendix (the “**Production Period**”).
- 1.6. The Service Provider agrees to comply with all direction, requests, rules and regulations of the Production Entity in relation to the provision of the Services.
- 1.7. The Service Provider agrees to provide the Services during the period (“**Services Period**”) commencing on the date specified in Paragraph I of the Appendix and continuing as required by the Production Entity until the date specified in Paragraph J of the Appendix (inclusive).
- 1.8. During the Services Period the Service Provider will provide the Services on the days and at the times and locations as further described in Paragraph K of the Appendix.
- 1.9. Including outside of the Services Period, the Service Provider will, at the request of the Production Entity, participate in promotional activities including, without limitation, television and radio appearances, photo sessions, interviews, appearances at media events and similar activities, free of charge to the Production Entity, except for the reimbursement of pre-approved expenses, provided that outside of the Services Period such participation shall be subject to the Service Provider’s professional availability.
- 1.10. The Service Provider shall render the Services to the best of the Service Provider’s skill and ability in a professional manner in willing co-operation with other Production personnel.
- 1.11. The Service Provider and/or as applicable the Services Company will have the authority on behalf of Production Entity to incur only the specific costs detailed in Paragraph L of the Appendix in relation to the provision of the Services provided that the Service Provider and/or as applicable the Services Company will at all times comply with any other terms and conditions that the Production Entity may reasonably require of the Service Provider and/or as applicable the Services Company in relation to the incurring of such costs including without limitation that the Service Provider and/or as applicable the Services Company provides detailed receipts and related information in respect of the actual incurrence any such costs in any instances where the Service Provider and/or as applicable the Services Company is seeking reimbursement for any such costs it may pay directly in the first instance. The Service Provide and/or as applicable the Services Company will be directly liable for any costs incurred over and above those detailed in Paragraph L of the Appendix.

### 2. HEALTH AND SAFETY

- 2.1. The Service Provider is aware of their obligations under the Health and Safety in Employment Act 1992 (the “**HSEA**”) and will comply with any applicable provisions of the HSEA and with any of the Production Entity’s requirements, rules or policies relating to the HSEA including without limitation the Production Entity’s Health and Safety and Harassment Policies. The Production

Entity will not tolerate harassment of any nature in the work place.

### 3. **INDEPENDENT CONTRACTOR**

- 3.1. The nature of the relationship between the Production Entity and the Service Provider and/or as applicable the Services Company is that principal and independent contractor and the Service Provider and/or as applicable the Services Company is not an employee or agent of the Production Entity. The parties acknowledge that the Service Provider and/or as applicable the Services Company is not integrated into the Production Entity's business and that the Service Provider and/or as applicable the Services Company is in business on the Service Provider's and/or as applicable the Services Company's own account. The Service Provider and/or as applicable the Services Company is responsible for the Service Provider's and/or as applicable the Services Company's own liability for tax, ACC levies and all other liabilities and expenses of whatever nature relating to the Service Provider and/or as applicable the Services Company. No party will incur any obligations on behalf of the other except as otherwise provided for in this Deed.

### 4. **PAYMENT**

- 4.1. The entire remuneration for both the provision of the Services and the Service Provider and/or as applicable the Services Company complying with this Deed shall be as further described in Paragraph M of the Appendix ("**Remuneration**").

### 5. **ADDITIONAL EXPENSES**

- 5.1. If the Service Provider is required to provide the Services outside of their normal town or city of residence, the Production Entity will arrange for appropriate transportation for the Service Provider to and from such location or alternatively the Production Entity shall provide petrol vouchers or otherwise offer a set reimbursement to the Service Provider, or as applicable the Services Company, for the Service Provider's travel expenses.
- 5.2. If the Service Provider is required to stay away from their normal residence overnight the Production Entity will provide the Service Provider at the Production Entity's cost:
- (a) reasonable accommodation as decided by the Production Entity;
  - (b) transport from the provided accommodation to the location where the Services are required for the purposes of the Production or other associated activities or alternatively the Production Entity will make available petrol vouchers or otherwise offer a set reimbursement to the Service Provider, or as applicable the Services Company, for the Service Provider's travel expenses; and
  - (c) appropriate catering or otherwise pay appropriate per diems which will take into account the extent of any catering which may be provided.
- 5.3. If the Services are required to be provided in whole or in part in a foreign country the Production Entity will meet the costs of any visas which may be required for the Service Provider and the Service Provider will provide the Production Entity with all reasonable assistance required by the Production Entity to assist in the obtaining of any such visas.

### 6. **COMPLIMENTARY TICKET ALLOCATION**

- 6.1. The Service Provider or as applicable the Services Company will be entitled in total to the complimentary ticket allocation (if any) further specified in Paragraph O of the Appendix.

### 7. **RIGHTS**

- 7.1. The Service Provider and/or as applicable the Services Company is hereby deemed to assign to the Production Entity all present and future copyright including all renewals, revivals, reversions and extensions and any other rights and title to the outcome of the Services and any other material ("**Material**") created or provided by the Service Provider and/or as applicable the Services Company for the purpose of this Deed including in respect of any audiovisual recording of the performance of the Services arranged by the Production Entity which the Production Entity shall be entitled to exploit and broadcast in whatsoever manner as the Production Entity deems appropriate ("**Rights**").
- 7.2. As applicable, the Production Entity shall have the right to cut, adapt, edit, add to, delete from, arrange, rearrange, revise, change or reformat the product of the Services and the Material in any manner as the Production Entity in their sole discretion deems appropriate and in such event the Service Provider and/or as applicable the Services Company shall not have any claim at all, and the decision of the Production Entity in respect of all such matters relating to the Production shall be final and binding on the Service Provider and/or as applicable the Services Company.
- 7.3. The Service Provider irrevocably waives in full any and all moral without any reservation or hold back of rights, which may accrue in connection with the Material and the provision of the Services, including, without limitation, full waiver of all moral rights pursuant to the Copyright Act 1994 (New Zealand).
- 7.4. The Production Entity may use, and authorise others to use, the Service Provider's name, voice, image, likeness and biographical material for advertising, promotional and publicity purposes in relation to the Production and for other purposes related to the commercial exploitation of the Production and the Rights.
- 7.5. The Production Entity shall have the right to nominate the Service Provider for consideration for any award in any competition,

festival or event in respect of the Production.

7.6. The Service Provider and/or as applicable the Services Company will immediately execute all further documents and immediately undertake any further actions reasonably required by the Production Entity to ensure the Production Entity obtains all rights in the Rights as provided for and contemplated by this Deed and the Service Provider and/or as applicable the Services Company appoints the Production Entity the Service Provider's and/or as applicable the Services Company's attorney for the purpose of giving effect to this clause, which appointment shall be deemed to be a power coupled with an interest and shall be irrevocable.

## 8. CREDITS

8.1. Provided that the Service Provider and/or as applicable the Services Company are not in breach of any of their obligations, warranties or undertakings contained in this Deed and that the product of the Services is utilised for the purposes of the Production the Production Entity shall ensure that wherever it is reasonable to do so in accordance with standard industry practice, the Service Provider shall be accorded a written credit in the manner described in Paragraph P of the Appendix. If no detail is provided in Paragraph P of the Appendix then no credit is to be provided.

8.2. The Service Provider and/or as applicable the Services Company accept that the Production Entity shall not be responsible for the inadvertent failure, including by third parties, to provide such a credit, and any such failure shall not constitute a breach of this Deed, provided that when the Production Entity becomes aware of any such failure it shall use its reasonable endeavours to remedy such failure, but without being required to incur any costs in relation to such.

## 9. WARRANTIES

9.1. The Service Provider and/or as applicable the Services Company warrants and agrees with the Production Entity that:

- (a) the Service Provider and as applicable the Services Company is free to enter into this Deed and grant to the Production Entity all rights and consents granted in this Deed;
- (b) the Service Provider and/or as applicable the Services Company has the full right, power and authority to assign the Rights to the Production Entity free from all encumbrances and/or restrictions of any nature and has not entered into, and shall not enter into, any arrangement which might inhibit, restrict or place further conditions in any way on the exercise by the Production Entity of the Rights;
- (c) the Service Provider and as applicable the Services Company will ensure that the product of the Services will not contain anything defamatory or which may bring the Production Entity into disrepute or infringe the rights of any third party;
- (d) the Service Provider is not under any ill-health, disability, restriction or prohibition which might prevent the Service Provider from rendering to the Production Entity in whole or in part the Services or observing any of the Service Provider's obligations pursuant to this Deed;
- (e) the Service Provider and/or as applicable the Services Company will not without the consent in writing of the Production Entity issue any publicity or make any statement relating to the Production and will not publish any record, written or otherwise, relating to the Production or take or publish any photographs of persons working on the Production or of any matter or thing connected with the Production without the prior written consent of the Production Entity and breach of this warranty will entitle the Production Entity to terminate this Deed immediately on verbal notice to the Service Provider without compliance being required with clause 19 in respect to the provision of written notice;
- (f) the Service Provider and/or as applicable the Services Company will not, and will not allow any third party to, make use of any material or intellectual property relating to the Production of any nature whatsoever including without limitation any images, names, registered or unregistered trade marks, owned or controlled by the Production Entity, for any purpose whatsoever, including without limitation in relation to any personal appearances or endorsements by the Service Provider, without the prior written approval of the Production Entity;
- (g) the Service Provider will at all times throughout the provision of the Services ensure that the Production Entity is informed of their mobile telephone number, address and whereabouts as far as is possible;
- (h) the Service Provider and/or as applicable the Services Company will not on behalf of the Production Entity enter into any commitment, contract or arrangement with any person, company or third party nor make any payment or agree to pay any person without the prior consent of the Production Entity;
- (i) the Service Provider has not at any time been the subject of a criminal charge or party to or associated with any event that could reasonably be expected to cause commercial embarrassment to the Production Entity or potentially affect the Production or financing of the Production, except as previously disclosed in writing to the Production Entity if applicable;
- (j) if the Service Provider is at any time in the future the subject of a criminal charge or party to or associated with any event that could reasonably be expected to cause commercial embarrassment to the Production Entity or potentially affect the Production or financing of the Production, the Service Provider shall immediately advise the Production Entity of such; and

- (k) at the end of the Production Period or at any such earlier time as may be required by the Production Entity, the Service Provider and as applicable the Services Company will promptly return to the Production Entity all materials of any nature belonging to the Production Entity which are in the possession or control of the Service Provider and as applicable the Services Company.

## 10. **INSURANCE**

- 10.1. The Service Provider will be entirely responsible for the safety of any personal equipment or property which the Service Provider brings in relation to the provision of the Services and the Service Provider acknowledges that the Service Provider will be entirely responsible for arranging any appropriate insurance in respect of such equipment or property.

## 11. **NO OBLIGATION**

- 11.1. Nothing contained in this Deed shall constitute an undertaking by the Production Entity to:

- (a) produce or exhibit the Production;
- (b) make any use of the Services or any of the Rights, licenses, privileges or property granted to the Production Entity under this Deed; and
- (c) incorporate the whole or any part of the product of the Services or the Rights in the Production.

- 11.2. In the event that the Production is not produced or any part of the product of the Services or the Rights is not incorporated in the Production, the Service Provider and/or as applicable the Services Company shall have no claim against the Production Entity for loss of opportunity to enhance the Service Provider's reputation or for any other matter whatsoever.

## 12. **CONFIDENTIALITY**

- 12.1. The Service Provider and/or as applicable the Services Company shall not, without the consent in writing of the Production Entity, reveal or make public any financial or other information relating to the Production or the terms of this Deed or the business of the Production Entity including, without limitation, business plans, financial information, proposals, funding arrangements and/or dealings with third parties entered into by the Production Entity, nor shall the Service Provider and/or as applicable the Services Company make any public statement or press statement in connection with the foregoing or commit any act which might prejudice or damage the reputation of the Production Entity or the successful production or exploitation of the Production or the Rights.

## 13. **NO INJUNCTIVE RELIEF**

- 13.1. The Service Provider and/or as applicable the Services Company acknowledges that in the event the Service Provider and/or as applicable the Services Company has a claim against the Production Entity or any third party, relating to, or arising from this Deed, it will be limited to monetary compensation and the Service Provider and/or as applicable the Services Company will not be entitled in any circumstances to seek any form of injunctive relief or specific performance in relation to the Production or the Rights.

## 14. **TERMINATION**

- 14.1. The Production Entity shall have the right at any time to terminate this Deed at its absolute discretion immediately on notice to the Service Provider and/or as applicable the Services Company:

- (a) if the Service Provider is prevented from performing the Services;
- (b) if the Service Provider shall in the opinion of the Production Entity be incapable of performing the Services, whether as a result of injury, illness, mental or physical disability or otherwise;
- (c) if the Service Provider and/or as applicable the Services Company is in breach of any provision of this Deed and has failed to remedy such breach with five (5) days of having received written notice of such;
- (d) where the Services are suspended pursuant to clause 15.1 for two (2) or more consecutive weeks or for an aggregate of four (4) or more weeks;
- (e) where the reason for the termination is beyond the control of the Production Entity;
- (f) where the reason for the termination is within the control of the Production Entity, provided the Production Entity has first given the Service Provider or as applicable the Services Company one (1) weeks written notice; and
- (g) where it comes to the Production Entity's knowledge that the Service Provider has been the subject of a criminal charge or party to or associated with any event that could reasonably be expected to cause commercial embarrassment to the Production Entity or potentially affect the Production or financing of the Production, except as previously disclosed in writing to the Production Entity pursuant to clause 9.1(i).

- 14.2. In the event of the termination of this Deed the Service Provider or as applicable the Services Company shall be entitled only to such Remuneration as shall have become specifically payable as at the date of termination as provided for in Paragraph M of

the Appendix.

14.3. Notwithstanding clause 14.1 no termination of this Deed will affect any of clause 3 (Independent Contractor), clause 7 (Rights), clause 8 (Credits), Clause 9 (Warranties), clause 10 (Insurance), clause 11 (No Obligation), clause 12 (Confidentiality), clause 13 (No Injunctive Relief), this clause 14, clause 16 (Assignment), clause 17 (Indemnity), clause 18 (Dispute Resolution), clause 19 (Notices), clause 20 (General Provisions), clause 21 (Counterparts) and the Appendix which shall all continue in full force and effect.

#### 15. **SUSPENSION**

15.1. If, because of Act of God, inevitable accident, fire, lockout, strike or other labour dispute, riot or civil commotion, terrorism, enactment, rule, order or act of government, failure of technical facilities, failure or delay of transportation facilities or other cause of similar or different nature including, but not limited to, the death, illness or incapacity of any principal member of the cast of the Production or any other matter beyond the reasonable control of the Production Entity, the preparation, production or completion of the Production is prevented, interrupted or delayed, the Production Entity may suspend the Services during the continuation of such prevention, interruption or delay. The Services Period and the Production Period shall then be extended by an equivalent time to that period of suspension and all relevant dates shall be extended accordingly except to the extent otherwise specified by the Production Entity, and no additional compensation shall accrue or become payable to the Service Provider and/or as applicable the Services Company during the period of such suspension.

#### 16. **ASSIGNMENT**

16.1. The Production Entity shall be entitled to assign or otherwise deal with its rights and obligations of any nature whatsoever pursuant to this Deed, in whole or in part and in the event of any such assignment or dealing the Service Provider and/or as applicable the Services Company undertakes that they will fulfil their obligations under this Deed to any such assignee or other applicable third party.

16.2. In the event of the Production Entity assigning or otherwise dealing with its rights and obligations of any nature whatsoever pursuant to this Deed, in whole or in part, the Production Entity shall to the extent that it has assigned or otherwise dealt with its rights and obligations, be relieved of all its liabilities and obligations under this Deed to the extent provided for by such assignment or other dealing, unless otherwise agreed in writing.

16.3. The Service Provider and/or as applicable the Services Company shall not assign or otherwise deal their rights and obligations of any nature whatsoever pursuant to this Deed, in whole or in part, without the Production Entity's prior written consent and any attempted assignment or other dealing without such consent shall be void and of no effect.

#### 17. **INDEMNITY**

17.1. The Service Provider and/or as applicable the Services Company indemnifies the Production Entity against any costs, claims, expenses, loss or damage (including legal costs on a solicitor-client basis or expenses reasonably incurred) arising from a breach by the Service Provider and/or as applicable the Services Company of any of the warranties or undertakings contained in this Deed.

#### 18. **DISPUTE RESOLUTION**

18.1. In the event that any party to this Deed has a dispute in respect of this Deed or relating to or arising from this Deed, they must immediately notify the other parties in writing giving details of the dispute.

18.2. If the parties cannot resolve the dispute within fourteen (14) days of receipt of the notice provided for in clause 18.1, the dispute will then be submitted to mediation by a mediator agreed to by the parties, or failing agreement, appointed by the Arbitrators and Mediators Institute of New Zealand at the request of any party. If the matter is not resolved by mediation within fourteen (14) days from there, the matter will be submitted for arbitration in accordance with the Arbitration Act 1996, by a single arbitrator to be appointed by the parties or, failing agreement, appointed by the Arbitrators and Mediators Institute of New Zealand at the request of any party.

18.3. Any such mediation or arbitration shall take place in such town or city and at such location as shall be determined by the applicable mediator or arbitrator acting reasonably in their sole discretion.

18.4. All costs in relation to the staging of such proceedings (excluding for the avoidance of doubt any awards which may be made) shall be borne equally by the parties unless explicitly stipulated otherwise by the arbitrator or agreed otherwise by the parties.

#### 19. **NOTICES**

19.1. Any notice or other document served or delivered to a party under this Deed must be in writing and will be deemed to have been duly given by delivery, registered mail or delivery verifiable post, facsimile or email in accordance with the address details set out in Paragraphs B, C and as applicable E of the Appendix or such other address as a party may from time to time designate by written notice to the others.

19.2. A notice, or other document is taken to be received:

- (a) if by delivery when it is delivered;

- (b) if sent by registered mail or delivery verifiable post when it is delivered;
- (c) if a fax when a successful transmission report is generated unless a verifiable claim as to material illegibility is promptly raised; or
- (d) if an e-mail when a delivery receipt is received by the sending party.

19.3. A notice served or other document delivered on a day which is not a business day is deemed served, or as applicable delivered, at 8:30am on the first business day after such day.

19.4. A notice served or other document delivered after 5.00pm on a business day is deemed served, or as applicable delivered, at 8.30am on the first business day after such day.

19.5. For the purposes of clauses 19.3 and 19.4 the term "business day" shall mean any day other than a Saturday, Sunday or national public holiday in New Zealand.

## 20. GENERAL PROVISIONS

20.1. This Deed shall not be deemed to constitute a partnership, joint venture or contract of employment between the parties. No party will incur any obligations on behalf of the other.

20.2. No party shall be liable for any failure to meet their obligations under this Deed due to the occurrence of any event beyond the reasonable control of that party including without limitation, any 'Act of God, inevitable accident, fire, lockout, strike or other labour dispute, riot or civil commotion, terrorism, enactment, rule, order or act of government, failure of technical facilities, failure or delay of transportation facilities or other cause of similar or different nature.

20.3. Failure or omission at any time by a party to enforce or require strict or timely compliance with any provision of this Deed shall not affect or impair that provision in any way or that party's right to avail itself of the remedies that may be available to it in respect of any breach of that provision.

20.4. This Deed is to be governed in all respects by and construed in accordance with the laws of New Zealand and subject to clause 18 in all matters relating to or arising from this Deed the parties agree to submit to the exclusive jurisdiction of the Courts of New Zealand.

20.5. For the purposes of section 4 of the Contracts (Privity) Act 1982, the parties acknowledge that other than in respect of the licensees, assignees or successors of the Production Entity this Deed is not intended to create any obligation enforceable at the suit of any person who is not party to this Deed.

20.6. This Deed may not be varied except by agreement in writing signed by all parties.

20.7. Headings are for reference only and do not constitute a part of this Deed.

20.8. All amounts stated in this Deed are:

- (a) in New Zealand dollars;
- (b) payable in New Zealand dollars;
- (c) exclusive of any GST as may be applicable;
- (d) subject to the deduction of any withholding tax as may be required of the Production Entity pursuant to any law;
- (e) not required to be paid until an appropriate invoice has been made available to the Production Entity; and
- (f) subject to a right of set off against any monies owing to the Production Entity by the Service Provider and/or as applicable the Services Company including pursuant to clause 17.

20.9. Payments to any agent specified in Paragraph Q of the Appendix of any amounts due to the Service Provider and/or as applicable the Services Company under this Deed, shall be deemed to be payments made directly to the Service Provider and/or as applicable the Services Company.

20.10. This Deed (and as applicable any attached Inducement Letter) constitutes the entire agreement between the parties in respect of its subject matter and supersedes any previous understandings or agreements on that subject matter.

20.11. The 'Key Terms' included in the Appendix attached at the front of this Deed form part of this Deed, provided however that in the event of any conflict between any provision of the Key Terms and any other part of this Deed such other part of this Deed shall take precedence except in the case of any changes to the terms of this Deed specifically provided for in Paragraph R of the Appendix.

20.12. If any part or a provision of this Deed is judged invalid or unenforceable by any court having jurisdiction or is found to be generally be invalid or unenforceable at law, such part or provision is deemed to be severed but only to the minimum extent necessary to avoid such invalidity or unenforceability and the remainder of this Deed will continue to be binding on the parties.

**21. COUNTERPARTS**

21.1. This Deed may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same Deed.

21.2. The parties acknowledge that this Deed may be executed by facsimile or digitally scanned and emailed counterparts and confirm that execution of this Deed by such means shall be a valid and sufficient execution.

**EXECUTED AS A DEED**

**IF THE 'SERVICES COMPANY' BOX HAS BEEN MARKED IN PARAGRAPH D OF THE APPENDIX THE SERVICE PROVIDER DOES NOT NEED TO EXECUTE BELOW BUT MUST INSTEAD SIGN THE 'INDUCEMENT LETTER' IN SCHEDULE 1**

Executed by the Service Provider

\_\_\_\_\_  
**Signature of Service Provider**

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**FOR EXECUTION BY THE SERVICES COMPANY (IF APPLICABLE) SELECT THE APPROPRIATE OPTION FROM SECTION A OR B BELOW**

**SECTION A: EXECUTE UNDER SECTION A IF THE SERVICES COMPANY IS A LIMITED LIABILITY COMPANY WITH JUST ONE DIRECTOR**

Executed on behalf of the Services Company  
By its sole Director

\_\_\_\_\_  
**Signature of Director**

\_\_\_\_\_  
**Name of Director**

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SECTION B: EXECUTE UNDER SECTION B IF THE SERVICES COMPANY IS A LIMITED LIABILITY COMPANY WITH TWO OR MORE DIRECTORS**

Executed on behalf of the Services Company  
By two Directors

\_\_\_\_\_  
**Signature of Director**

\_\_\_\_\_  
**Signature of Director**

\_\_\_\_\_  
**Name of Director**

\_\_\_\_\_  
**Name of Director**

**FOR EXECUTION BY THE PRODUCTION ENTITY SELECT THE APPROPRIATE OPTION FROM SECTION C, D, E OR F BELOW**

**SECTION C: EXECUTE UNDER SECTION C IF THE PRODUCTION ENTITY IS A SOLE TRADER**

Executed by the Production Entity:

\_\_\_\_\_  
**Signature of Production Entity**

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SECTION D: EXECUTE UNDER SECTION D IF THE PRODUCTION ENTITY IS A LIMITED LIABILITY COMPANY WITH JUST ONE DIRECTOR**

Executed on behalf of the Production Entity  
By its sole Director

\_\_\_\_\_  
**Signature of Director**

\_\_\_\_\_  
**Name of Director**

in the presence of:

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

**SECTION E: EXECUTE UNDER SECTION E IF THE PRODUCTION ENTITY IS A LIMITED LIABILITY COMPANY WITH TWO OR MORE DIRECTORS**

Executed on behalf of the Production Entity  
By two Directors

\_\_\_\_\_  
**Signature of Director**

\_\_\_\_\_  
**Signature of Director**

\_\_\_\_\_  
**Name of Director**

\_\_\_\_\_  
**Name of Director**

**SECTION F: IF THE PRODUCTION ENTITY IS A TRUST, A PARTNERSHIP OR ANY OTHER KIND OF ENTITY NOT PROVIDED FOR IN SECTIONS C, D OR E PLEASE CONSULT MCLAUGHLIN LAW ([info@mclaughlinlaw.co.nz](mailto:info@mclaughlinlaw.co.nz)) FOR THE APPROPRIATE MEANS OF EXECUTION BY THE PRODUCTION ENTITY IN SUCH PARTICULAR CASE.**

# SCHEDULE 1

## FORM OF 'INDUCEMENT LETTER' PURSUANT TO CLAUSE 1.4 OF THIS DEED

### INDUCEMENT LETTER

Date: \_\_\_\_\_

To: [Insert name of the Production Entity] \_\_\_\_\_ ("**Production Entity**")

As inducement for the Production Entity entering into a Deed for Services ("**Deed**") with [insert name of the Service Provider's Services Company] \_\_\_\_\_ ("**Services Company**") on or about the date of this letter, I the undersigned, referred to in this letter as the 'Service Provider', agree and warrant that:

1. I have read and understand the terms and effect of the Deed and this letter and have consulted with independent legal counsel experienced in agreements and arrangements of this nature as required and am freely providing this letter by my own choosing.
2. The Services Company is entitled to my exclusive Services (as that term is defined in the Deed) for the period during which the Services are required pursuant to the Deed.
3. The Services Company has full right and authority to contract with the Production Entity for the provision of the Services by me in accordance with the terms of the Deed.
4. I will have no claim against the Production Entity with respect to any remuneration provided for under the terms of the Deed and will look solely to the Services Company for the payment of all remuneration relating to the provision by me of the Services.
5. In the event of any breach or anticipated breach by the Services Company of any obligation, undertaking or warranty pursuant to the Deed the Production Entity is entitled at its sole discretion to require immediately on demand that I personally remedy any such breach, comply with any such warranty or undertaking and perform any such obligation and I am in no way restricted by law or otherwise from immediately complying with any such demand.
6. I hereby agree and warrant that the Services Company is able to provide any grant, licence, assignment or waiver of rights on my behalf required pursuant to the Deed and I will immediately execute all further documents and immediately undertake any further actions reasonably required by the Production Entity in relation to such and I appoint the Production Entity my attorney for the purpose of giving effect to this clause, which appointment shall be deemed to be a power coupled with an interest and shall be irrevocable.
7. Without in any way limiting the effect of paragraph 6 above or any clause of the Deed, for the avoidance of doubt I hereby:
  - a. assign to the Production Entity the Rights (as that term is defined in clause 7.1 of the Deed) on the terms provided for in clause 7 of the Deed;
  - b. waive all Moral Rights on the terms provided for in clause 7.3 of the Deed;
  - c. acknowledge that in accordance with the terms of clause 13 of the Deed, I will not be entitled to seek any form of injunctive relief or specific performance in relation to the Production or the Rights; and
  - d. acknowledge that pursuant to clause 20.10 of the Deed, this letter and the Deed represent the entire agreement between myself, the Services Company and the Production Entity.
8. In the event that the Services Company ceases to exist or in such other circumstances where the Production Entity acting at its sole discretion believes the ability of the Services Company to comply with the terms of the Deed is compromised, the Production Entity shall be entitled to require that I immediately on demand assume all applicable obligations and liability of the Services Company pursuant to the Deed and I will be personally bound by the terms of the Deed as if I had been the original party to the Deed in place of the Services Company and I will immediately execute all further documents and immediately undertake any further actions reasonably required by the Production Entity in relation to such and I appoint the Production Entity my attorney for the purpose of giving effect to this, which appointment shall be deemed to be a power coupled with an interest and shall be irrevocable.
9. I hereby indemnify the Production Entity against any costs, claims, expenses, loss or damage (including legal costs on a solicitor-client basis or expenses reasonably incurred) arising from a breach by myself and/or the Services Company of any of the warranties, undertakings, or obligations contained in the Deed or this letter.

**Signature of Service Provider:** \_\_\_\_\_

**Signature of Witness:** \_\_\_\_\_

**Name of Service Provider:** \_\_\_\_\_

**Name of Witness:** \_\_\_\_\_

**Occupation:** \_\_\_\_\_

**Address:** \_\_\_\_\_