Film Consultant Fee Agreement

This Agreement is made and entered into this _____ day of _____ , **20**_____, by and between **eCapital Business Consultants** and the Applicant/Applicants_____ _____ ("client ")

whose address is _____

subject to and conditioned upon the following for Film Financing:

RECITALS

WHEREAS, eCapital Business Consultants is in the business of providing consulting services in regards to obtaining film financing through the company's affiliates, verification of documentation and processing; and **WHEREAS,** client wishes to employ **eCapital Business Consultants** to perform, in good faith, the following services, ("the Services"): (a) analyze documents client submits (b) research and verify submitted documents and submit to appropriate affiliate(s) (c) present client with the results. **eCapital Business Consultants** is not a United States Securities Dealer, Broker, US Investment Advisor or Lender. **NOW, THEREFORE** in consideration of the foregoing and every term, covenant and condition hereafter set forth, **eCapital Business Consultants** and client do hereby understand, covenant and agree as follows:

1. **Provide Complete and Truthful Information**. **eCapital Business Consultants** has delivered to you a Film Financing "checklist" concurrently with the delivery of this Film Financing Disclosure & Agreement. **YOU MUST RETURN ALL OF THE DOCUMENTS LISTED ON THE CHECKLIST ON EXECUTION OF THIS AGREEMENT. IN ADDITION, YOU MUST RETURN ANY FOLLOW UP DOCUMENTATION REQUESTED BY ECAPITAL BUSINESS CONSULTANTS AND/OR ASSIGNS WITHIN THREE (3) DAYS OF SUCH REQUEST. IF YOU FAIL TO SUBMIT THIS DOCUMENTATION WITHIN THE FOREGOING TIME FRAME, YOUR APPLICATION IS SUBJECT TO IMMEDIATE DENIAL**. Client expressly represents and warrants to **eCapital Business Consultants** that he/she/they will at all times provide **eCapital Business Consultants** with information that is complete and accurate and true to the best of their knowledge and belief. Client hereby agrees to defend and hold harmless **eCapital Business Consultants** and/or its agents from and against any liability of any nature whatsoever arising out of or in connection with Client's breach, in whole or part, of the representations and warranties herein contained.

2. **Performance of Services**. Upon receipt of all information from Client, **eCapital Business Consultants** shall promptly analyze documentation and perform whatever research **eCapital Business Consultants** determines in its sole discretion is necessary, reasonable or advisable, in the carrying out of its duties owed to client. Upon completion of **eCapital Business Consultants** research and analysis efforts, **eCapital Business Consultants** shall engage with affiliates to initiate the Film Financing process on behalf of client. If at any time after **eCapital Business Consultants** has initiated the research and analysis process and affiliate(s) decides to approve film financing, **eCapital Business Consultants** is credited as the finder.

3. **Third Party Professional Waiver**. Client gives **eCapital Business Consultants** permission to access the reports and information contained therein. Client authorized **eCapital Business Consultants** to use a third party to process information on the Client's behalf.

4. **Fees for Services**. For and in consideration of the foregoing, client agrees to pay to **eCapital Business Consultants** at funding of film financing, a consultant fee in the amount of:

Filming in the United States		**Filming International**	
$5 million to $9,999,999	2.5%	$5 million to $9,999,999	5.5%
$10 million & up	1.5%	$10 million & up	4.5%

For payment of professional consulting and assistance for film financing. Payment does **not** cover any third party fees. (broker fees, escrow, notary, due diligence, & etc) The fees paid will cover the initial processing of

application, agreement, analysis and research of documents and submission of documents to the appropriate affiliate. Payment must be **PAID IN FULL** at funding of loan.

Client agrees that the aforementioned fee is a non-refundable service fee paid as compensation for our professional assistance and is additional to any fee(s) company(ies) may charge. The fee shall be paid to Consultant at funding. **INITIAL:_____ INITIAL: _____**

5. **The Client is Advised to Seek Counsel**. By virtue of their signature hereunder, client acknowledges that he/she/they understand that **eCapital Business Consultants** are not attorneys, and do not give legal advice. At no point does **eCapital Business Consultants** or its counsel sell or represent to sell any legal services. The legal department at **eCapital Business Consultants** at all times represents **eCapital Business Consultants** ONLY and not its clients. **eCapital Business Consultants** strongly urges the client to seek the advice of an attorney and/or tax advisor before entering into this and any other contract with **eCapital Business Consultants** or any other third party and prior to acting on any recommendation provided to the Client by **eCapital Business Consultants.** By initialing below, client acknowledges that he/she/they have been advised of the aforementioned. **INITIAL:_____ INITIAL: _____**

6. **Indemnification**. Client hereby agrees to defend and hold harmless **eCapital Business Consultants** from and against any liability of any nature whatsoever arising out of or in connection with the client breach, in whole or in part, of the representations and warranties herein contained. This Agreement constitutes the entire agreement between the parties. **eCapital Business Consultants** makes no warranty, express or implied, as to the fitness of any recommendation it may make to the client arising out of this Agreement. Except for cause, the client unconditionally waives any right of action against **eCapital Business Consultants**, its officers, directors, employees, agents, brokers and assigns, at law, equity or any other cause of action for any reason, directly, indirectly or proximately believed to arise out of this Agreement, for any damages of any nature whatsoever that the consumer may incur by reason of the client following any recommendation of **eCapital Business Consultants** or the client failure to follow any recommendation of **eCapital Business Consultants**, whether any singular, concurrent or series of recommendations are acted upon or not acted upon in whole or in part by the client. **eCapital Business Consultants** and its agents, employees, representatives, officers, directors, and/or attorneys make no stated, specific and/or implied warranty or representation that film financing is guaranteed. Client also acknowledges that any loan achieved may be noted by the lender(s) on Client's application and profile. Client further acknowledges and agrees to hold **eCapital Business Consultants** and its agents, employees, representatives, officers, directors, and/or attorneys completely harmless in the event that Client's position is too severe and Clients loan cannot be approved for whatever reason. Any and all decisions made by the lender(s) are to be considered final and Client fully understands that if the loan is accepted, that Client is bound by the new terms and any failure to comply with their terms are solely the responsibility of the Client. **eCapital Business Consultants** and its agents, employees, representatives, officers, directors, and/or attorneys will no longer be a part of the film financing and will not be responsible for any further action, either by the lender(s) or Client.

7. **Gender**. Whenever used in this Agreement, the singular shall include the plural, the plural shall include the singular, and the neutral gender shall include the male and female as well as a trust, company, corporation, or other legal domestic or foreign entity, all as the context and meaning of this Agreement may require.

8. **Headings**. The paragraph titles and headings contained in this Agreement are inserted as a matter of convenience and for ease of reference only, and shall be disregarded for all other purposes including the construction or enforcement of this Agreement or any of its provisions.

9. **Cross-References**. All cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions in this Agreement and shall not be deemed to be references to the overall agreement or to any other agreements or documents.

10. **Time Essence**. Time is of the essence of every provision of this Agreement that specifies a time for performance.

11. **Facsimile Signatures**. The parties mutually understand and agree that signature of a facsimile copy of this agreement shall be deemed an original for all lawfully enforceable purposes.

12. **Agreement Received**. By virtue of their signatures below, consumer acknowledges that he/she has read, understands and agrees to every term, covenant and condition of this Agreement and that he/she has received a true and complete copy hereof, effective the date first above written.

13. **Counterpart Execution**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This agreement may only be modified or amended by a written agreement signed by a corporate officer of **eCapital Business Consultants** and you. If you have any questions regarding this Film Consultant Fee Agreement for Research, Analysis and Submission to appropriate affiliate or lender, please contact **eCapital Business Consultants.**

LEGAL AUTHORIZATION FORM This form will serve to acknowledge that the captioned client has authorized our company, **eCapital Business Consultants** and/or assigned agents to act in their behalf to analyze and submit documents for film financing. I hereby authorize **eCapital Business Consultants** to verify past and present earnings records, bank accounts, stock holdings, and any other asset balances that are needed to process my application. It is understood that a copy of this form will also serve as authorization. The information **eCapital Business Consultants** obtains is only to be used in the processing of my application for film financing.

CANCELLATION POLICY

You, the client, may cancel this contract at any time prior to midnight of the third day after the date of the transaction.

BY INITIALING BELOW, I/WE HEREBY ACKNOWLEDGE THAT I/WE HAVE NOT BEEN ADVISED BY ECAPITAL BUSINESS CONSULTANTS OR ANY OF ITS AGENTS, AND/OR AFFILIATES IN REGARDS TO ANY INVESTMENT IN SECURITIES, TAX OR LEGAL ADVICE.

I/WE UNDERSTAND THAT FILM FINANCING IS NOT GUARANTEED. SHOULD ANY AGENT, AFFILIATE, SALESPERSON, OR OTHERWISE, HAVE INADVERTENTLY, ACCIDENTALLY, WILLFULLY OR OTHERWISE, HAVE COMMUNICATED ANYTHING CONTRARY TO THE AFOREMENTIONED TO ME/US, I/WE UNDERSTAND THAT THEIR STATEMENTS ARE ERRONEOUS, INCORRECT AND NOT THE ADVICE OR RECOMMNDATION OF ECAPITAL BUSINESS CONSULTANTS.

I/WE FURTHER ACKNOWLEDGE THAT A POSITIVE OUTCOME IS NOT GUARANTEED. I/WE FURTHER WARRANTY THAT I/WE ARE NOT IN THE PROCESS OF CHAPTER 11 BANKRUPCY OR A COMPANY BUY-OUT. INITIAL:_____ INITIAL: _____

_____	_____
Applicant Printed Name	Co-Applicant Printed Name
_____	_____
Applicant Signature	Co-Applicant Signature
_____	_____
Date	Date
_____	_____
Co-Applicant Printed Name	Co-Applicant Printed Name
_____	_____
Co-Applicant Signature	Co-Applicant Signature
_____	_____
Date	Date

Non-Disclosure & Non-Circumvention Agreement

This Agreement is made and entered into this _____ day of _____ , **20**_____, by and between **eCapital Business Consultants** and the Applicant/Applicants _____ _____ (“Client ”)

whose address is _____

This Agreement will confirm our mutual understanding in connection within

We the undersigned parties below hereby agree as follows:

(1) We the undersigned (also referred herein as 'the Parties") hereby mutually and irrevocably agree not to divulge each other's named sources, principals, clients, agents, brokers, associates, suppliers, vendors or proprietary sources to other parties not directly involved in any current and future transactions, and not to circumvent, avoid or bypass either directly or indirectly the relationship that each party has with their named sources, principals, clients, agents, brokers, associates, suppliers, vendors or proprietary sources of any type.

(2) Non- Disclosure: Each Party agrees not to disclose or otherwise reveal to any third Party the identities, addresses, telephone numbers, facsimile numbers, e-mail addresses, phone or fax numbers, bank codes, account numbers, financial reference, or any other entities introduced by either Party to the other without the specific written permission of the introducing Party, except what is mentioned in said contract.

All information relating to the relationship between the parties or proprietary information shall be deemed confidential except when that information is used for the purposes outlined in the contract between the parties.

(3) Terms: This Agreement is valid for the following term: Three (3) years from the date of signing of this agreement.

(4) Parties Bound: This Agreement shall be binding upon all undersigned Parties and their spouse, heirs, successors, associates, affiliates, employees and assigns. Each Party shall take reasonable steps to ensure that their spouse, heirs, successors, associates, affiliates, employees and assigns other third Parties abide by the provisions of this Agreement.

(5) Notice: All notices, demands, consists, or requests given by the Parties shall be in writing transmitted by email, fax or other means of facsimile transmission with return confirmation requested, postage prepaid, to the other Party at the last facsimile number or address the Party has designated by notice here in. Notice shall be considered to have been given.

(6) Language: The language in all the Agreement shall be in all cases constructed simply according to its fair meaning and not strictly for or against of the Parties and it is agreed that the English language is used.

(7) Severability: Should any portion of this Agreement be declared invalid or unenforceable, then such portion shall be deemed to be severable from this Agreement and shall not effect the remainder hereof.

(8) Integration: This Agreement constitutes the entire Non Circumvention Agreement between the Parties and supersedes all prior discussion, negotiations and Agreements, whether oral or written. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial or arbitration proceeding involving this Agreement.

(9) Amendments: Any change or amendment to this Agreement, including oral modification supported by new consideration, must be reduced to writing and signed by all Parties before it will be effective.

(10) Arbitration: Any controversy or claim arising out of, or relating to this agreement, or breech thereof, shall be settled in accordance with the American Arbitration Association, with hearings to take place in Clark County, Las Vegas, Nevada. Any judgment by the arbitrator(s) may be entered in any court having jurisdiction thereof including the award to the aggrieved signatory (ies), their heirs, and/or designees, such award being related to the remuneration received as a result of business conducted with the parties, and other charges and damages deemed fair by the arbitrator(s)

(11) Attorney's Fees: If any party files any action or brings any proceeding against other arising from this agreement, or is made a party to any action or proceeding arising from this agreement, the prevailing party shall be entitled to recover as an element of their cost to suit and not as damages reasonable attorney's fees to be fixed by the court, arbitrator or adjudicative authority. The prevailing party shall be the party entitled to recover their cost to suit or arbitration, whether or not entitled to recover costs.

(12) Relationship: The Parties hereto shall not be deemed to be Partners or Joint Ventures and no Party shall be liable for any other Party's commitments or liabilities resulting from execution of this Agreement. Force and defect of Document: The Parties here to agree that a signed telefax or other facsimile copy of this Agreement shall have the same force and effect and as the original of this document.

(13) Force and Effect of Documents: The Parties hereto agree that a signed telefax or other facsimile copy of this Agreement shall have force and effect as the original of this document.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement by their authorized document.

Applicant Printed Name	Co-Applicant Printed Name
Applicant Signature	Co-Applicant Signature
Date	Date

eCapital Business Consultants	
Name of Entity	Name of Entity or Individual
Authorized Signature	Signature
Title	Title
Date	Date