



COMMONWEALTH OF THE BAHAMAS
New Providence

CONSULTING AGREEMENT

Between

ATAVUS GROUP LIMITED & JAMES PATTERSON

THIS AGREEMENT is retroactive to the 26th day of August, A.D., 2013 between Atavus Group Limited (“**AGL**”) and James Patterson of #3/134- Mode, Sukhumvit 61, Bangkok and holder of Canadian Passport number GA161772 expiring on 29 Oct 2018 (“**JP**”).

WHEREBY IT IS AGREED as follows:

JP and AGL hereby enter into a formal Consulting Agreement to permit JP to consult on the launch, marketing and operations of an IMAX Digital theatre 4DX Theatre and several regular cinemas, and seek out sponsorship opportunities for the AGL operations in Bahamas on behalf of AGL.

NOW THEREFORE in consideration of the premises and the mutual covenants herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following:

1. Services

It is contemplated that JP will dedicate approximately 10% of his time to performing these services to AGL. JP will primarily perform his duties remotely using the Internet and Skype to communicate and spend time on site in Bahamas or where ever AGL directs, as agreed upon and as per below. Also JP will be available on a regular basis to consult on related matters arising under this agreement. The parties may agree upon additional months with onsite visits subject to the remuneration provisions below. All queries and requests from AGL will be responded to in a timely manner.

During the Term (as hereinafter defined), JP shall perform, *inter alia*; the following services (the “**Services**”):

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- (a) Consult, develop and assist in the execution of a Business Plan for all aspects of the launch of the IMAX theatre, regular cinema and a 4D theatre if AGL installs one, including but not limited to: staffing, budgeting, film selection and procuring licenses, site preparation, signage, marketing plans and budgets, ad preparation, press releases, PR planning, staff training, equipment planning and procurement, marketing to groups, ticket pricing, co-ordinating with and seeking support from IMAX, and other tasks normally associated with a launch of an IMAX theatre and such a complex. In the case a 4DX theatre is ordered, JP will assist in the contract negotiation.
- (b) JP will assist and consult in obtaining and maintaining private and bank investment and present recommendations on financial projections, the business plan and investment structure as required.
- (c) JP will negotiate and advise on terms and prices for: architectural services, functional design, concession equipment, cinema equipment, ticketing system, screens and software for lobby advertising, finishing materials, and other equipment, outside contracts, and supplies and services as may normally be required for a Cineplex.
- (d) JP will assist on staff planning, hiring and training as practical to do so.
- (e) Promote AGL and seek out appropriate sponsorship opportunities for AGL's IMAX and other businesses through direct contact with prospective sponsors using JP's and AGL's network of contacts and relations;
- (f) Develop sponsorship programs that generate cash income to AGL and promote AGL's business, all such programs being subject to AGL's approval, including providing the standard sponsorship contract that JP has developed and used in numerous large sponsorships, and
- (g) Respond to all questions raised by AGL and the prospective sponsors in a timely manner and take all reasonable action necessary to launch and operate the theatre successfully and bring any Sponsorship Agreements to completion.

2. Term and Exclusivity

The term of this Agreement shall be from 26th August, 2013 (the “**Effective Date**”) until nine (9) months after the Effective date, subject to earlier termination as provided in Paragraph 8 below. The Term may be extended for additional months upon mutual agreement of the parties. Notwithstanding the foregoing, AGL's payment obligations to JP under and in accordance with Paragraph 3 hereof shall survive the expiration of the Term.

AGL may initiate contacts with prospective sponsors during the Term and may elect to negotiate any Sponsorship Agreements in respect of the AGL's and IMAX's businesses on its own. Should JP be materially involved in closing any sponsorship his fee as contemplated by this agreement shall apply unless otherwise agreed.

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3. Remuneration

AGL shall pay to JP US\$15,000 upon execution of this contract net (after any withholding taxes) as a basic fee/retainer when JP is working remotely and include the fee for one 5 day on site visit. Agreed upon expenses shall be paid separately..

AGL shall pay to JP US\$4,000 plus expenses for any additional month the parties mutually agree JP will be on site in Bahamas at least 5 days of the month.

AGL shall pay to JP a fee (the “**Commission**”) equal to ten percent (10%) of the aggregate monies or agreed upon in-kind contribution (if applicable) payable to AGL pursuant to any Sponsorship Agreements primarily generated by JP and executed by AGL during the Term.

The Commission provided above shall be paid to JP in corresponding proportion to the amounts received by AGL from any sponsors pursuant to a signed Sponsorship Agreement resulting from this agreement. Such Commission is payable to JP, within forty (40) days of receipt of any monies received by AGL from any sponsors pursuant to the Sponsorship Agreement. For example, if AGL executes a Sponsorship Agreement that pays AGL \$ X over the course of three (3) years, then the Commission payable to JP shall be 10% of \$ X, payable as such amounts are received by AGL over the course of such three (3) year period.

JP shall be responsible for all aspects of the negotiation of a Sponsorship Agreement with any prospective sponsor on behalf of AGL and in consultation with AGL, but all such agreements are subject to AGL’s approval. As JP has an ongoing interest in sponsorship agreements performing, he may offer his support services at AGL’s discretion but there shall be no additional charge or fees for such services.

4. Expenses

- AGL will pay JP for each authorized airfare from Bangkok to visit AGL. JP will fly business class on an airline with seats that recline to near 180 degrees due to the length of the journey. JP will be prepared to work on the day of arrival.
- AGL will provide and pay for reasonable accommodation in Bahamas for JP while working under this agreement.
- AGL will reimburse JP for reasonable expenses for food and local transportation while working in Bahamas under this agreement.
 - (a) Standard expense for meal allowance shall be \$100 per day maximum represented by the following:
 - Breakfast: \$20
 - Lunch: \$30
 - Dinner: \$50
 - (b) Transportation shall be reimburse based on locally published rates.



- AGL will only provide for any other miscellaneous expenses when pre-approved in writing by AGL.

5. Governing Law

This Agreement shall be construed and interpreted according to the laws of Bahamas and any disputes arising out of this Agreement shall be settled in Bahamas.

6. Independent Contractor

The relationship of JP to AGL for the purposes of this Agreement shall be that of independent contractor. JP recognizes the relationship of trust and confidence established by this Agreement and covenants and agrees to furnish his best skill and judgment in forwarding the interests of AGL's businesses. JP will use every effort and shall do all things necessary and appropriate to perform the Services in an expeditious and economical manner consistent with sound professional practices. JP shall not perform any act or execute any document with any third party, which in any way binds AGL without the prior written consent of AGL, which shall not be unreasonably withheld.

AGL and JP represent and warrant that:

- (a) Each party has the right and capacity to enter into this Agreement and to perform each party's respective obligations hereunder;
- (b) Each party shall be responsible for the payment of all personal or corporate income taxes paid or payable by such party in respect of the draws, expenses or commission paid to JP hereunder; and
- (c) Neither party is subject to any conflicting obligations or disability, which will or might prevent or interfere with their execution or performance of this Agreement.

JP hereby agrees that AGL shall have no responsibility or liability on account of any and all obligations of any employer with respect to JP's Services hereunder, including, but not limited to, the withholding and/or payment of any sums required to be withheld and/or by such employer to any governmental authority, or pursuant to any guild or union, health, welfare, or pension plan, or on account of any other so-called fringe benefits, based on or resulting from the Services rendered by JP hereunder or the compensation paid to JP for such services.

JP shall be responsible for any tax, levy or assessment imposed by any governmental authority arising out of the Services provided hereunder other than AGL's responsibility to pay any withholding tax.

7. Confidentiality

JP and AGL shall not directly or indirectly, disclose or use, at any time, either during or subsequent to the Term of this Agreement or any renewal thereof, any secret or confidential information,

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knowledge, or data pertaining to the business of JP or of AGL (whether or not obtained, acquired or developed by JP or AGL, as applicable) other than in the performance of the Services hereunder and in all other cases with the written consent of JP or AGL (as applicable) given prior to such disclosure or use. Without limiting the foregoing, the terms, pricing and other contents of this agreement are specifically meant to be maintained in confidence.

8. Termination

- (a) During the term of this Agreement, either party shall have the right to terminate the Agreement for cause upon thirty (30) days written notice to the other party or without cause upon ninety (90) days written notice to the other party. Upon notification of such termination, JP shall immediately deliver to AGL all data generated in performing the Services and AGL shall not be obligated to compensate JP for any Sponsorship Agreements executed by AGL after the date of any such termination subject to paragraph (b) below. If this agreement is not terminated, it will end on 2013(4?) unless the parties mutually agree to extend.
- (b) Notwithstanding the foregoing, following termination or expiration of the Term, AGL shall pay Commission to JP in respect of any Sponsorship Agreement executed in respect of this agreement following such termination or expiration where JP was primarily responsible for bringing such sponsor to the attention of AGL or was substantially involved in negotiations with such sponsor pursuant to its duties under this Agreement. Such Commission shall be paid to JP within thirty (30) days following AGL's receipt of the payments due pursuant to executed Sponsorship Agreements on the same conditions as provided in Paragraph 3 above.

9. Enforceability

If any paragraph, subparagraph, clause, word, combination of words or other portion of this Agreement shall be illegal, invalid or unenforceable, then the illegal, invalid or unenforceable portion shall only in the circumstances then under adjudication, be stricken herefrom and the remaining provisions of this Agreement shall be considered as if the portion so struck does not form a part thereof. The parties hereto hereby agree that all restrictions in Paragraph 9 above are reasonable and valid and the parties thereof hereby waive all defences to the strict enforcement hereto.

10. Intellectual Property & Operative Provisions

JP understands and agrees that if in the course of his duties he originates or help to originates, an invention, or if in the course of his tenure he originates or helps to originate a design or copyright work (such as a drawing, logo, slogan or computer program) the rights in that invention, design or work belong to the AGL. JP undertakes to give to AGL as soon as possible full details of any such invention, design or work and JP is prepared to give AGL any necessary assistance, for example by signing patent and/or trade mark application forms or assignments, to ensure that such rights vest in the Company. JP agrees to give such assistance to AGL after the termination or expiry of this contract and agrees to do so at the expense of AGL but without the payment of



any further fee, retainer, commission or remuneration whatsoever to JP. In Addition AGL the disclosing party, may disclosed information relating to the IMAX Business Plan, the Private Placement Memorandum and any and all contents related to and inclusive of but not limited to the same which to the extent previously, presently, or subsequently disclosed to JP, the Receiving Party is hereinafter referred to as "Proprietary Information" of the Disclosing Party.

In consideration of the disclosure of Proprietary Information by the Disclosing Party, the Receiving Party hereby agrees: (i) to hold the Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions the Receiving Party employs with respect to its own confidential materials), (ii) not to disclose any such Proprietary Information or any information derived there from to any third person, (iii) not to make any use whatsoever at any time of such Proprietary Information except to evaluate internally its relationship with the Disclosing Party, and (iv) not to copy or reverse engineer any such Proprietary Information. The Receiving Party shall procure that its employees, agents and sub-contractors to whom Proprietary Information is disclosed or who have access to Proprietary Information sign a nondisclosure or similar agreement in content substantially similar to this section of this Agreement;

Immediately upon the written request by the Disclosing Party at any time, the Receiving Party will return to the Disclosing Party all Proprietary Information and all documents or media containing any such Proprietary Information and any and all copies or extracts thereof, save that where such Proprietary Information is a form incapable of return or has been copied or transcribed into another document, it shall be destroyed or erased, as appropriate.

11. Amendments

Any amendments or additions to this Agreement must be in writing and agreed by both parties in order to be effective.

12. No Assignment

This Agreement may not be assigned or sub-licensed by JP without the prior written consent of AGL.

13. Indemnification

Both parties agree to indemnify the other for any failure to perform its obligations under this Agreement and for any collateral warranties or liabilities created by the acts of such party.

14. Entire Agreement

This Agreement represents the entire transaction between the parties hereto relating to the subject matter hereof and supersedes all prior agreements, negotiations and proposals, written and oral, relating to its subject matter.



15. No Partnership

Nothing in this Agreement shall be deemed to constitute a partnership, joint venture or contract of employment between parties.

16. Survival of Terms

The provisions of this Agreement contained in Paragraphs 3, 7, 8 and 9 shall survive the termination of this Agreement.

17. Counterparts

This Agreement may be executed in any number of counterparts each of which is an original and all of which together evidence the same agreement.

The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity, nor enforceability of the remainder of this Agreement shall be affected. Neither Party shall assign or transfer all or any part of its rights under this Agreement without the consent of the other Party. This Agreement may not be amended for any other reason without the prior written agreement of both Parties. This Agreement constitutes the entire understanding between the Parties relating to the subject matter hereof unless any representation or warranty made about this Agreement was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto.

ATAVUS GROUP LIMITED has hereunto set its hand and seal.

.....
Signed and Sealed by Chief Executive Officer

James Patterson has hereunto set his hand and seal.

.....
Signed and Sealed by James Patterson

Atavus Group Ltd.

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IN WITNESS WHEREOF:

Atavus Group Ltd.

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ATAVUS GROUP LIMITED has hereunto set its hand and seal.

Signed and Sealed by Chief Executive Officer

James Patterson has hereunto set his hand and seal.

Signed and Sealed by James Patterson

IN WITNESS WHEREOF:

Atavus Group Ltd.

Atavus Group Ltd. is a registered company in the State of New York.