Series Memorandum of Understanding
for the 5% Uplift

in relation to the production of

an Untitled Amazon Project

between

The Ministry of Business, Innovation and Employment
New Zealand Tourism Board
New Zealand Film Commission
Amazon Studios LLC
GSR Productions Limited
MEMORANDUM OF UNDERSTANDING
in relation to the making of
an Untitled Amazon Project (UAP)

DATED 2020

BETWEEN:

1. The Ministry of Business, Innovation and Employment (MBIE);

2. New Zealand Tourism Board, a Crown entity established under the New Zealand Tourism Board Act 1991 (TNZ);

3. New Zealand Film Commission, a Crown entity established under the New Zealand Film Commission Act 1978 (NZFC);

4. Amazon Studios LLC, a limited liability company registered in California, USA, with registration number 2020814, having its principal office at Santa Monica, California, USA (Amazon); and

5. GSR Productions Limited, a limited liability company registered in New Zealand with company number 7427481 (NZBN 9429047424791) (GSR).

RECITALS:

A. Amazon has advised the New Zealand agencies that:

Commercial Information

(b) UAP will explore new storylines that precede J.R.R. Tolkien’s novel, “The Fellowship of the Ring”;

Commercial Information
B. Amazon has determined that production of UAP will be based predominantly in New Zealand.

C. Amazon has engaged GSR, a New Zealand special purpose vehicle wholly-owned by Reunion Pacific Entertainment Inc. and established principally in relation to producing UAP, to make the Series in New Zealand.

D. For the purposes of the New Zealand Screen Production Grant (NZSPG), GSR will be the entity incurring Qualifying New Zealand Production Expenditure (QNZPE) to produce UAP and the applicant entity for the NZSPG. To the extent that UAP incurs QNZPE, such QNZPE will be eligible for the NZSPG International Grant in accordance with the NZSPG Criteria.

E. Having regard to the nature and the scope of UAP and the potential for the Series to deliver significant economic benefits to New Zealand, Amazon has been invited to apply for, and has applied for, the 5% Uplift in respect of UAP.

F. The NZFC administers the NZSPG.

G. Having regard to the nature and scope of UAP and the potential for the Series to deliver significant economic benefits to New Zealand, the NZSPG Significant Economic Benefits (SEB) Verification Panel has approved the principle that each Season of UAP can be eligible to qualify for the 5% Uplift under a two-tier framework whereby the parties will enter:

(a) an overarching Series Memorandum of Understanding (Series MoU) spanning the entire Series which sets out:

(i) the principles for the partnership arrangement being established between Amazon and the New Zealand agencies; and

(ii) key deliverables and/or commitments to be delivered and/or made by Amazon that will be common to each Season (unless otherwise agreed in a Season MoU); and

(b) a separate Memoranda of Understanding in respect of each individual Season, specific to that Season, setting out the benefits to be provided, and commitments made, by Amazon, specific to that Season, to be agreed by the parties from time to time as the production requirements for UAP are developed.

H. It is the parties’ intention that certain UAP assets (derived from the LOTR rights detailed above), will be made available by Amazon under partnership arrangement frameworks for approved commercial tie-ins for the Series. These frameworks will be developed by Amazon in collaboration with MBIE, TNZ, and/or the NZFC. UAP assets specifically approved by Amazon for use by MBIE, TNZ and/or the NZFC may also be made available to relevant New Zealand organisations – as facilitated and managed by or on behalf of MBIE, TNZ and/or the NZFC in
meaningful consultation with Amazon – including Air New Zealand (Air NZ), New Zealand Trade and Enterprise (NZTE), regional economic development agencies including Auckland Tourism, Events & Economic Development (ATEED), New Zealand Story, Regional Tourism Organisations (RTOs), and Regional Film Offices (RFOs).

I. Any necessary approvals from relevant rightsholders for partnership arrangement frameworks and related commercial tie-ins will be secured by Amazon, at its sole discretion, following meaningful consultation with rightsholders as necessary.

J. In exercising Amazon’s rights to fully market, promote, advertise and distribute UAP, Amazon will:

(a) collaborate with the New Zealand agencies; and

(b) ultimately make all final decisions regarding marketing campaigns for UAP.

K. This Series MoU is the overarching Memorandum of Understanding referred to in paragraph G.(a) above.

L. Amazon and GSR will undertake the activities set out in this Series MoU to:

(a) leverage certain UAP assets to empower the New Zealand agencies and other relevant New Zealand organisations – as facilitated and managed by or on behalf of MBIE, TNZ and/or the NZFC in meaningful consultation with Amazon to continue to materially and substantially increase the depth and breadth of New Zealand’s existing association with LOTR, with a view to strengthening New Zealand’s brand internationally including international tourism to New Zealand;

(b) build a relationship between New Zealand and Amazon.com, Inc.’s group of companies, of which Amazon is a member (together the Amazon Group), to feature New Zealand with global Amazon companies and business teams, and to explore opportunities for additional collaboration, including R&D initiatives with New Zealand businesses and regional economic development in New Zealand;

(c) to foster the ongoing development of New Zealand’s screen sector, including training opportunities and potential initiatives to advance technology in this sector and to support business development in the sector.

IT IS AGREED:

1. INTERPRETATION

1.1 Defined terms: In this Memorandum, unless the context otherwise requires:

5% Uplift has the meaning set out in the NZSPG Criteria;

Applicant means the “applicant” for the purposes of the NZSPG Criteria (in the case of UAP, it is anticipated that the applicant will be GSR);
Business Day means:

(a) for receiving a Notice under clause 8.6, a day that is not a Saturday, Sunday, public
holiday or bank holiday in the place where the Notice is received; and

(b) for all other purposes, a day that is not a Saturday, Sunday, bank holiday or public
holiday in Auckland or Wellington, New Zealand;

BTS means “behind-the-scenes”, which shall include materials filmed or recorded to show how
UAP has been made or produced;

Business Hours means from 9.00am to 5.00pm on a Business Day;

Force Majeure means without limitation, any of the following: any act of God; act of a public
enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies
or labour through ordinary sources by reason of shortages or priority; labour strike, lockout or
other labour or industrial disturbance (whether or not on the part of agents or employees of
either party); civil disturbance; terrorist act; power outage; fire, flood, windstorm, hurricane,
earthquake; landslides; lightning; tornadoes; storms; washouts; droughts; or other casualty;
insurrection, arrests; restraint of government and people; explosions; breakage or accident to
machinery, transmission pipes or canals; partial or entire failure of utilities; any change in law,
order, regulation or other action of any governing authority other than those governing
authorities that are a party to this Series MoU; epidemics, pandemics, and governmental actions
related thereto; or any other cause or event not reasonably within the control of the affected
party.

LOTR refers to subject-matter or material derived from, or otherwise inspired by, the novel “The
Hobbit”, the “The Lord of the Rings” trilogy of novels, and other related works, in each case
written or inspired by J.R.R. Tolkien and includes references to places, characters and events
occurring in, or in connection with Middle-earth;

New Line means New Line Productions Inc., a subsidiary of Warner Bros.;

New Zealand agencies means MBIE, TNZ and the NZFC or any of them, or such other New
Zealand governmental agency specifically nominated by MBIE, TNZ or the NZFC from time to
time (for example NZTE, New Zealand Story, etc.) and reasonably approved by Amazon;

NZSPG has the meaning set out in the NZSPG Criteria;

NZSPG Criteria means the New Zealand Screen Production Grant Criteria for International
Productions dated 1 July 2017 (Updated 2019);

OIA means the Official Information Act 1982 of New Zealand;

QNZPE has the meaning set out in the NZSPG Criteria;

Season means an individual season of the Series as described in greater detail in paragraph A of
the Recitals section to this Series MoU;

SEB Verification Panel has the meaning set out in the NZSPG Criteria;

Series means the drama series described in greater detail in paragraph A of the Recitals section
to this Series MoU;
**Series Content** means clips, trailers, photographs, interviews with cast and crew, “behind-the-scenes” footage provided to the NZFC by Amazon, including, but not limited to, the “Video Content” as defined in Schedule 3 produced exclusively in connection with the Series;

**UAP** means the as yet “Untitled Amazon Project”, and this term may be used interchangeably with Series and the actual name of the Series as and when the Series name is determined by Amazon; and

**Warner Bros.** means Warner Bros. Entertainment Inc.

1.2 **Interpretation:** In this Series MoU, unless the context otherwise requires:

(a) the singular includes the plural and vice versa, and a gender includes other genders;

(b) another grammatical form of a defined word or expression has a corresponding meaning;

(c) a reference to a clause, paragraph, schedule or annexure is to a clause or paragraph of, or schedule or annexure to, this Series MoU, and a reference to this Series MoU includes any schedule or annexure to this Series MoU;

(d) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;

(e) a reference to NZ$ or dollar is a reference to New Zealand currency;

(f) a reference to time is to New Zealand time;

(g) a reference to month is to a calendar month;

(h) a reference to a party is to a party to this Series MoU, and a reference to a party to a document includes the party’s executors, administrators, successors and permitted assigns and substitutes;

(i) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;

(j) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;

(k) a word or expression defined in the NZSPG Criteria has the meaning used in the NZSPG Criteria;

(l) the meaning of general words is not limited by specific examples introduced by “including”, “for example” or similar expressions;

(m) any agreement, representation, warranty or indemnity in favour of two or more parties (including where two or more persons are included in the same defined term) is for the benefit of them jointly and severally;

(n) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it;
(o) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed, or the event must occur, on or by the next Business Day;

(p) headings are for ease of reference only and do not affect interpretation; and

(q) in the event of any inconsistency between the contents of a Schedule to this Series MoU and a Schedule to any Season MoU, the Schedule to the Season MoU will prevail.

2. SERIES PARTNERSHIP ARRANGEMENT

2.1 Establishment of the Series Partnership Arrangement: The parties will establish a long-term partnership arrangement on the terms and conditions set out in this Series MoU and each Season MoU with the intention that provided a Season:

(a) qualifies for the NZSPG in accordance with the NZSPG Criteria in all other respects, and

(b) satisfies all the requirements of this Series MoU and the Season MoU for that Season,

that such Season will qualify for the 5% Uplift in accordance with the NZSPG Criteria, this Series MoU and the relevant Series MoU.

This Series MoU is intended to govern the availability of the 5% Uplift for each of the currently planned five Seasons of the Series. Except where this Series MoU has been terminated earlier in accordance with its terms, if Amazon intends to produce more than five Seasons using New Zealand as the production base, and location, for UAP, the parties will discuss the availability and applicability of the 5% Uplift for such additional Seasons. The parties acknowledge that the New Zealand Government is not obligated to extend the 5% Uplift beyond the currently planned five Seasons under this MoU. Notwithstanding the foregoing, the parties recognize the significance of film incentives for the attraction and retention of productions, as well as the value proposition of UAP and the Series MoU for New Zealand and Amazon, and will accordingly explore the opportunity to extend this partnership arrangement for additional seasons under the NZSPG and 5% Uplift, or other available film incentive programs.

2.2 Two-tiered MoU structure: This Series MoU establishes a two-tier framework for GSR to apply for the 5% Uplift for each Season as follows:

(a) this Series MoU is an overarching Memorandum of Understanding the purpose of which is to span the entire Series and to set out the principles for the partnership arrangement and any deliverables or commitments that can be identified at the outset to apply to every Season; and

(b) a separate Season MoU for each Season, setting out the specific deliverables and commitments required for that Season to qualify for the 5% Uplift;

(c) for the purposes of administration of the NZSPG and the 5% Uplift, Amazon and GSR agree and acknowledge that:

(i) neither Amazon nor GSR will be entitled to the 5% Uplift for any Season unless the parties have been able to agree the terms of the Season MoU for that specific Season. This Series MoU does not impose any obligation on any of the parties to conclude the terms of a Season MoU except on terms mutually satisfactory to each of them (at their sole discretion);
(ii) to maximise Amazon’s ability to qualify for the 5% Uplift in respect of a Season, it will be optimal (but not mandatory) for the terms of each Season MoU (excluding the Season One MoU) to be agreed prior to the commencement of principal photography for that Season;

(iii) for each individual Season, GSR is to register with the NZFC for the NZSPG for that Season and that Season’s QNZPE is to be recorded accordingly;

(iv) for each Season, GSR must separately apply to the NZFC, on behalf of the SEB Verification Panel; for the 5% Uplift for that Season;

(v) each Season’s application for the 5% Uplift will be assessed on an individual basis by the SEB Verification Panel and the NZPG Panel (as the case may be), to provide the assessment of that Season’s eligibility for the 5% Uplift; and

(vi) subject to the parties having agreed the terms of a Season MoU in respect of the relevant Season, GSR will then be entitled to make a final application, including for the 5% Uplift, following the Completion (as that term is defined in the NZPG Criteria) of that Season.

2.3 **Core activities and key deliverables:** The core activities and the key deliverables of the partnership arrangement described in this Series MoU will be:

(a) the New Zealand Branding Activities set out in Schedule 1 to leverage certain UAP assets to empower New Zealand to continue to materially and substantially increase the depth and breadth of New Zealand’s existing association with LOTR, with a view to strengthening New Zealand’s brand internationally including international tourism to New Zealand, in respect of which Amazon’s principal engagement will be with TNZ;

(b) the Innovation Programme set out in Schedule 2, which is designed to build a relationship between New Zealand and Amazon.com, Inc.’s group of companies, of which Amazon is a member (together the **Amazon Group**), to feature New Zealand with global Amazon companies and business teams, and explore opportunities for additional collaboration, including R&D initiatives with New Zealand businesses and regional economic development in New Zealand, in respect of which Amazon’s principal engagement will be with MBIE; and

(c) the Screen Sector Programme set out in Schedule 3 to:

(i) foster the ongoing development of New Zealand’s screen sector, including training opportunities and potential initiatives to advance technology in this sector;

(ii) support the development of long-term business and creative clusters. This work programme also recognises that UAP presents an opportunity for New Zealand local partners, including in Auckland, to work with Amazon to build clusters of business and entrepreneurship that can retain the economic development benefits from the Series, and develop industry capability though film creation and co-working across a broad range of screen and digital production activities, in respect of which Amazon’s principal engagement with be with NZFC (supported, where appropriate by MBIE); and

(d) the establishment and management of the Innovation Fund set out in Schedule 4; and
such other deliverables, initiatives and activities as the parties explicitly agree to in writing from time to time, whether by way of an amendment to this Series MoU or as described in a Season MoU.

2.4 Core principles of the Partnership Arrangement: The core principles underpinning this Series MoU and the Series’ eligibility for the 5% Uplift are that Amazon must demonstrate the provision of value to New Zealand that meets or exceeds the value of the 5% Uplift, which will include:

(a) an ongoing commitment by Amazon to providing deliverables that are agreed-upon and tangible, as well as providing reasonable assurance to New Zealand agencies that the related benefits for New Zealand are realisable as described in this Series MoU;

(b) deliverables that are specific and measurable;

(c) where a deliverable or commitment is sufficiently defined, any necessary approvals from relevant rightsholders will be secured by Amazon, at its sole discretion following meaningful consultation with rightsholders as necessary. Amazon’s rights to fully market, promote, advertise and distribute UAP extend to collaborating with the New Zealand agencies. Accordingly, such approvals or consents will not disrupt the partnership arrangement between Amazon and the New Zealand agencies under this Series MoU or the relevant Season MoU (as the case may be);

(d) mechanisms to provide commensurate benefits to New Zealand acceptable to the New Zealand agencies (if the agreed-upon commitments or deliverables cannot be delivered or Amazon’s best efforts to obtain necessary consents or approvals are unsuccessful);

(e) except as otherwise agreed in writing, or enumerated in Schedule 4 (Innovation Fund), each of the parties will bear its own costs incurred in the performance of its obligations under this Series MoU and any Season MoU;

(f) exclusivity for New Zealand of association rights with UAP satisfactory to the New Zealand agencies;

(g) an ongoing commitment by Amazon to coordinating and working with the New Zealand agencies to disperse the economic benefit of UAP across New Zealand, including to regional communities;

(h) an expectation that Amazon will continue to engage and collaborate meaningfully with the New Zealand agencies, and leverage UAP assets to empower the New Zealand agencies to achieve their goals as expressed in this Series MoU; and

(i) Amazon’s commitments being honoured in accordance with the spirit of the partnership arrangement established by this Series MoU and any relevant Season MoU, and in conformity with the purpose and intent of the NZSPG Criteria.

2.5 Working principles of the Partnership: The parties acknowledge that to enable Amazon to be able to satisfy the terms and conditions of this Series MoU and any relevant Season MoU, Amazon, GSR and the New Zealand agencies agree to:

(a) work with one another in an open and constructive manner;

(b) seek to provide the other parties with reasonable advance notice of requests, a reasonable opportunity to provide input and feedback, and for the consulting party to consider such input and feedback in good faith;
(c) the New Zealand agencies will seek to align their production-related requests with Amazon/GSR production operations, project schedules and cast and crew availability, so as to avoid disruption to the production process and to enable Amazon to appropriately support and to approve the New Zealand agencies’ production-related requests; and

(d) New Zealand requests will be submitted to Amazon for review in advance before execution, Amazon will grant approvals on a case-by-case or campaign/promotion basis, and the New Zealand agencies further acknowledges that they may not release any UAP production assets without prior written consent and approval from Amazon.

2.6 Amazon’s engagement with rightsholders: Amazon will collaborate with the New Zealand agencies as contemplated by this Series MoU and any relevant Season MoU to support the New Zealand agencies’ requests related to deliverables or commitments in such MoUs. Where Amazon is required to consult with relevant LOTR rightsholders in the exercise of Amazon’s rights to market, promote, advertise and distribute UAP, the New Zealand agencies acknowledge that Amazon retains the sole discretion as to how to undertake such consultation with relevant rightsholders.

2.7 For the benefit of New Zealand: Amazon agrees that:

(a) the New Zealand agencies are entering this Series MoU and each Season MoU for the benefit of themselves and other New Zealand government agencies reasonably approved by Amazon; and

(b) all rights, licenses and other benefits provided to any of the New Zealand agencies under this Series MoU or any Season MoU can be used by, and for the benefit of, all such other New Zealand governmental agencies in a manner consistent with the spirit and intention of this Series MoU to benefit the Series, the New Zealand screen industry and New Zealand generally, subject to all restrictions imposed on Amazon by the respective LOTR rightsholders and all restrictions imposed by Amazon on the New Zealand agencies as expressly set out in the Series MoU or any Season MoU.
2.9 **Actual benefits to New Zealand to be commensurate with the 5% Uplift:** Amazon and GSR acknowledge that to qualify for the 5% Uplift for any Season:

(a) the SEB Verification Panel needs to have been satisfied that the value to be provided to New Zealand under this Series MoU and the relevant Season MoU meets or exceeds the value of the 5% Uplift for that Season;

(b) if the agreed-upon commitments or deliverables are delayed or cannot be delivered to the New Zealand agencies for reasons beyond Amazon’s and GSR’s reasonable control (including, but not limited to, Force Majeure), or Amazon’s best efforts to obtain necessary rightsholders’ consents or approvals are unsuccessful, Amazon and/or GSR will:

(i) promptly give notice to the New Zealand agencies that the agreed-upon commitments or deliverables cannot be delivered or that the necessary rightsholders’ consents or approvals have not been secured;

(ii) proactively seek the agreement of the New Zealand agencies for Amazon and/or GSR to deliver alternative commitments or deliverables to the New Zealand agencies to ensure that the value of the benefits or deliverables received by the New Zealand agencies for that Season will meet or exceed the value of the 5% Uplift for the Season; and

(iii) deliver such alternative commitments or deliverables on the terms agreed by the New Zealand agencies,

and the New Zealand agencies will seek to work constructively with Amazon and GSR in good faith to identify and to agree suitable alternative arrangements, within an appropriate timeframe, to enable that Season to qualify for the 5% Uplift provided that in any event, in order to so qualify, Amazon must deliver value to New Zealand that the SEB Verification Panel considers meets or exceeds the value of the 5% Uplift.

2.10 **Parties to continue to identify benefits for New Zealand:** The parties recognise that it is not possible to identify all opportunities which might arise from UAP being produced in New Zealand. During the term of this Series MoU, the parties will continue to explore emerging opportunities consistent with the partnering spirit of this Series MoU which, if agreed, could be incorporated into a Season MoU.

2.11 **Exclusivity for New Zealand:** To qualify for the 5% Uplift for each Season, Amazon shall grant to the New Zealand agencies, on terms to be agreed in relation to each relevant Season MoU, the sole and exclusive rights worldwide to:

(a) identify and market New Zealand as the production base and location for UAP; and

(b) identify and to promote locations as having been used in the production of UAP; and

these rights shall include:

(c) the right to utilize Amazon’s UAP assets for marketing campaigns and tourism promotions associated with the LOTR worlds created by Amazon in New Zealand for UAP, in accordance with the Series MoU terms herein; and

(d) New Zealand’s right to promote its association with UAP on a strictly-limited Series basis as the “100% Home of UAP”.
Such rights shall continue so long as New Zealand is the production base and location for UAP (which shall be determined on a complete Season-by-Season basis and subject to clause 7.8). The rights set forth in this clause 2.11 shall be subject to reasonable restrictions as may be determined by Amazon to preserve the confidentiality, production timeline, and release of the Series. Additionally, such rights shall not preclude Amazon from pursuing film incentives in other jurisdictions, nor crediting additional production locations, for UAP.

2.12 **Other locations:** The New Zealand agencies acknowledge that in some instances, for the requirements of the production, Amazon may consider that it is necessary to use locations or production facilities outside New Zealand for production purposes. Accordingly:

(a) Amazon will commit to using New Zealand as the location for all production/phases of principal photography except where the production or creative expression of the cast and crew of the Series requires a landscape or a production facility/capability not available in New Zealand; provided that

(b) where Amazon/GSR is contemplating undertaking part of the production outside of New Zealand, to the extent Amazon/GSR can provide NZFC reasonable prior notice without negatively impacting production or talent schedules, Amazon/GSR shall provide NZFC with reasonable prior notice which shall include an explanation of the reasons why it is deemed necessary to undertake that production phase outside of New Zealand (subject to the NZFC maintaining strict confidentiality on terms approved by Amazon acting reasonably); and

(c) NZFC will be provided a reasonable opportunity to identify a relevant landscape and/or available production capability within New Zealand that may be suitable for Amazon/GSR’s requirements, provided, however, that Amazon/GSR shall retain the ability to determine, at its sole discretion, the production location and use of production capabilities identified by NZFC.

3. **APPLICATION FOR NZSPG AND THE 5% UPLIFT**

3.1 **QNZPE Thresholds:** Amazon and GSR acknowledge that, as contemplated by the NZSPG Criteria:

(a) to be eligible for the 5% Uplift, the NZSPG Criteria require that the applicant must have incurred QNZPE of at least NZ$100 million in the five years prior to the date of the applicant’s invitation;

(b) as neither Amazon nor GSR have previously incurred QNZPE, neither the Series nor any Season will be eligible for the 5% Uplift in respect of the first NZ$100 million of QNZPE incurred by GSR in respect of the Series;

(c) the first NZ$100 million of QNZPE incurred by GSR in respect of the Series will be ineligible for the 5% Uplift and will be excluded from any application for the 5% Uplift;

(d) QNZPE associated with BTS production would be eligible for the 20% International Grant and, if the requirements of the relevant Season MoU have been satisfied, the 5% Uplift, provided the additional BTS audiovisual content is captured or created concurrently with associated expenditure incurred during the production, and the release timing and cadence is “released with the production in some form” (i.e., episodic release between episodes or seasons, but not a standalone documentary). This standard is established in the 2017 NZSPG Criteria for International Productions, QNZPE, 17.3(b) specific inclusions, additional audiovisual content; and
(e) Innovation Fund grants that qualify as QNZPE will be eligible for the 20% International Grant and, if the requirements of the relevant Season MoU have been satisfied, the 5% Uplift.

3.2 Interim and final applications: The parties agree and acknowledge that:

(a) for each Season, GSR will be entitled to make one or more interim applications (under Section 5 of the NZSPG Criteria) for the 20% International Grant prior to delivery of all deliverables required by this Series MoU and the relevant Season MoU; and

(b) (provided always that the NZSPG Criteria have been satisfied for that Season) NZFC will not decline or delay approval for any interim application (under Section 5 of the NZSPG Criteria) and payment of any of the 20% International Grant approved for an interim application by reason of any of the Marketing Activities being at that time prospective; and

(c) GSR will only be entitled to apply for a final NZSPG Certificate and the 5% Uplift for the Series after Amazon and/or GSR have performed or procured delivery of all deliverables under the Season MoU and all relevant deliverables under this Series MoU to date in good faith and have not evinced any intention to not continue to do so.

3.3 5% Uplift application for each Season: Subject to Amazon’s and GSR’s continuing acceptance of the position set out in clause 3.1, having regard to the nature and the scope of the Series and the economic benefits to New Zealand that Amazon has agreed to deliver to the New Zealand agencies under this Series MoU and each Season MoU, both MBIE and NZFC acknowledge that notwithstanding any term of the NZSPG Criteria to the contrary:

(a) GSR and the Series will be eligible to apply for the 5% Uplift for the Series’ QNZPE excluding the first NZ$100 million of the Series’ QNZPE; and

(b) for each Season, GSR will be eligible to apply for the 5% Uplift for that Season within six months of Completion (as that term is defined in the NZSPG Criteria) of the production of that Season.

3.4 Eligibility for 5% Uplift: For the avoidance of doubt, Amazon and GSR acknowledge and agree that if the requirements set out in this Series MoU, any applicable Season MoU and the NZSPG Criteria relating to the 5% Uplift, including the requirements of the Significant Economic Benefits Points Test (as that term is defined in the NZSPG Criteria) have not been met in respect of a Season, then GSR will not qualify for the 5% Uplift for that Season.

4. RELATIONSHIP MANAGEMENT

4.1 Monitoring and provision of information: The parties acknowledge and agree that:

(a) the activities contemplated by this Series MoU and/or a Season MoU will require an open, constructive and effective ongoing relationship between:

(i) Amazon and/or GSR, and;

(ii) MBIE, TNZ and/or the NZFC (as the case may be); and

(b) to achieve the parties’ objectives for this Series MoU and each Season MoU;
(b) there is a need for an efficient and effective approvals processes, to obtain the appropriate clearances, and to secure the appropriate rights for the New Zealand agencies and other relevant New Zealand organisations – as facilitated and managed by or on behalf of MBIE, TNZ and/or the NZFC in meaningful consultation with Amazon to leverage UAP assets in a timely manner;

(c) in addition to the detailed approvals processes agreed by the parties, the parties will continue to seek to identify and to explore ways to more efficiently and effectively achieve their objectives; and

(d) recognising that the New Zealand agencies must be able to measure and monitor the proper performance by Amazon and GSR of their respective obligations under this Series MoU and any relevant Season MoU, both Amazon and GSR will provide all information reasonably necessary to enable the New Zealand agencies to perform this measuring, monitoring and compliance function including providing the reports and information specified in this Series MoU or in a Season MoU, provided, however, that:

(i) nothing in this Series MoU shall require Amazon or GSR to share any information that is confidential, proprietary or privileged; and

(ii) Amazon and GSR acknowledge that if they withhold any such information (which they are entitled to do) this could adversely affect the ability of the New Zealand agencies to measure and monitor Amazon and GSR’s delivery of the agreed deliverables and commitments, which could, in turn, adversely affect Amazon and GSR’s ability to qualify for the 5% Uplift.

4.2 **Key contacts for each party:** Each party will nominate, in writing, from time to time, a person to act as that party’s key point of contact for all matters relating to this Series MoU and any relevant Season MoU. As at the date of this Series MoU, the key contact for:

(a) MBIE is Robyn Henderson (robyn.henderson@mbie.govt.nz);

(b) TNZ is Lauren Vosper (lauren.vosper@tnz.govt.nz);

(c) NZFC is Catherine Bates (catherine.bates@nzfilm.co.nz);

(d) Amazon is Tom Florino (Privacy of natural ); and

(e) GSR is Callum Greene (Privacy of natural ).

4.3 **Role of key contacts:** The role of the key contacts will be to:

(a) coordinate the actions resulting from this Series MoU and any relevant Season MoU with the other key contacts;

(b) manage the performance by the key contact’s nominating party of the nominating party’s obligations under this Series MoU and any relevant Season MoU in a timely and effective manner;

(c) enable each of the New Zealand agencies to exercise its rights conferred under the Series MoU and any relevant Season MoU in a timely and effective manner to maximise the economic benefit to New Zealand of this Series MoU and any relevant Season MoU;

(d) seek to minimize duplication of effort and disruption to the production of UAP,
and where an issue arises between Amazon or GSR’s key contact, on the one hand, and any of
MBIE’s, TNZ’s or NZFC’s key contact on the other, that issue can be escalated to the strategic
contacts to resolve.

4.4 **Strategic contacts:** In addition to the role of the key contacts, the parties acknowledge the
benefit of having:

(a) a strategic contact to represent Amazon and GSR; and

(b) a strategic contact to represent all of the New Zealand agencies,

to work together to ensure that the relationship between Amazon/GSR on the one hand, and
any or all of the New Zealand agencies (and other New Zealand organisation taking the benefit
of the deliverables of this Series MoU or a Season MoU), is being properly conducted so as to
achieve all of the deliverables and outputs for the New Zealand agencies, which will, in turn,
enable GSR to qualify for the 5% Uplift in respect of each Season. As at the date of this Series
MoU:

(c) Amazon/GSR’s strategic contact is Tom Florino (Privacy of natural ); and

(d) the New Zealand agencies is Paul Stocks (paul.stocks@mbie.govt.nz).

4.5 **Role of strategic contacts:** The role of the strategic contacts will be to:

(a) maintain a constructive and close working relationship, acting in good faith for the
duration of this Series MoU; and

(b) to escalate any issues or difficulties identified to them by any of their relevant parties
concerning the operation or implementation of this Series MoU and any Season MoU.

4.6 **No surprises:** The parties agree and acknowledge that they will:

(a) act in good faith towards one another; and

(b) will operate on a ‘no surprises’ policy as between one another that keeps all of the
parties informed of potentially contentious issues and/or issues that may have a
significant impact on the current and ongoing operation or implementation of this Series
MoU or a Season MoU.

5. **APPROVAL RIGHTS**

5.1 **Approval rights:** Subject to clause 2.9, where:

(a) a party has a right of approval under this Series MoU or any Season MoU, each such right
will be exercised by that party acting reasonably and without unnecessary delay; and

(b) any right under, or activity contemplated by, this Series MoU or any Season MoU is
subject to cast or talent approval or release,

Amazon will use all reasonable, good faith efforts to obtain such approval or release, on behalf
of the New Zealand agencies, in connection with the New Zealand agencies’ marketing and
promotional activities including for use on relevant websites and social media channels and
released to media as otherwise agreed between the parties.
5.2 Use of UAP Content: Notwithstanding any other term of this Series MoU, the New Zealand agencies agree that:

(a) any UAP Content used for the purposes of this Series MoU or any relevant Season MoU will be owned by Amazon;

(b) any use by any of them of any UAP Content under this Series MoU or any Season MoU will be subject to any Amazon, talent and individual approvals as contemplated in Schedule 2;

(c) the New Zealand agencies will be responsible for all of their costs and any third party costs associated with the usage of such UAP Content where such usage goes beyond the scope of what is agreed under this Series MoU or any relevant Season MoU; and

(d) the New Zealand agencies will not publicly release any UAP Content that has not previously been publicly published by Amazon except as otherwise approved by Amazon in writing.

5.3 Amazon representations and warranties: Amazon represents and warrants to the New Zealand agencies that:

(a) the New Zealand agencies are authorised to use UAP Content in accordance with any use and timing approved under this Series MoU or any relevant Season MoU without seeking additional written consent; and

(b) the LOTR rightsholders have approved the rights granted to the New Zealand agencies by Amazon under this Series MoU and any Season MoU, or such rights granted to the New Zealand agencies do not require the consent or approval of the LOTR rightsholders.

5.4 Approval process: The parties will agree a detailed approval process to efficiently and effectively manage approvals (including brand guidelines and the role of the relevant New Zealand agency to approve New Zealand brand marks and/or the words “New Zealand” and how such brands are to be used in promotional material and events).

6. DISPUTES

6.1 Disputes: If any party becomes aware of any dispute, failure to agree, difference or question arising out of, or in connection with, this Series MoU, any Season MoU, or the performance, interpretation, breach or termination of this Series MoU or any Season MoU (in each case a Dispute), that party’s strategic contact will give written notice of the Dispute to the other strategic contact and the parties will seek to resolve the Dispute by good faith negotiations.

6.2 Litigation: If the Dispute cannot be resolved within 30 days after the Dispute notice has been given, the Dispute can be referred by any party to the exclusive jurisdiction of the courts of New Zealand, subject to the provisions of clause 8.1, below.

6.3 Limitations on NZ agencies’ remedies: The New Zealand agencies agree that if Amazon and/or GSR are in breach of any of their obligations under this Series MoU or any Season MoU the New Zealand agencies’ remedies are limited to:

(a) the Series or the Season (as the case may be) being rendered ineligible for the 5% Uplift; and
(b) where applicable, an action for damages, provided, however, Amazon, GSR, nor their respective affiliates, shall be liable for:

(i) any indirect, exemplary, incidental, speculative, punitive, special, consequential or similar damages; or

(ii) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments that, in respect of any Season and the applicable Season MoU, exceed the amount of the 5% Uplift received by, or payable to, the applicant in respect of that Season, provided that this limitation does not apply to any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments incurred by any of the New Zealand agencies as a result of a breach by Amazon of clause 5.3;

and for the avoidance of doubt, the New Zealand agencies:

(c) waive any right to interfere, enjoin or otherwise restrain or attempt to do any of the foregoing in connection with the development, production, distribution, advertising, promotion or other exploitation of UAP; and

(d) will not seek, or be entitled to, injunctive or other equitable relief for breach by either of GSR or Amazon of their obligations under this Series MoU or any Season MoU.

Notwithstanding the generality of the foregoing and subject to the requirements of the NZSPG Criteria, if Amazon or GSR is in breach of their obligations under this Series MoU or any Season MoU, the New Zealand agencies shall provide written notice to Amazon or GSR, as the case may be, as well as a reasonable opportunity to cure such breach, which shall in no event be less than 30 days, prior to exercising any remedies. For the avoidance of doubt, a failure by Amazon or GSR to have delivered an agreed deliverable or a commitment within the agreed timeframe under any Season MoU will not constitute a breach of that Season MoU and clause 2.9(b) will apply.

6.4 Limitations on Amazon and GSR’s remedies: Amazon and GSR agree that if any of the New Zealand agencies is in breach of any of its obligations under this Series MoU or any Season MoU, such that:

(a) Amazon and/or GSR are unable to properly perform their obligations under this Series MoU and the relevant Season MoU; and

(b) as a direct result of such breach, Amazon and/or GSR do not qualify for the 5% Uplift in respect of that Season,

Amazon and/or GSR’s remedies are limited to damages in the amount of the 5% Uplift that would have otherwise been payable to Amazon and/or GSR but for the New Zealand agency’s breach, and for the avoidance of doubt, neither Amazon nor GSR will:

(c) seek to interfere, enjoin or otherwise restrain or attempt to do any of the foregoing in connection with the exercise by the New Zealand agencies of their rights under this Series MoU and any Season MoU; and

(d) will seek, or be entitled to, injunctive or other equitable relief for breach by any of the New Zealand agencies of their obligations under this Series MoU or any Season MoU.
7. TERM AND TERMINATION

7.1 Term: This Series MoU will come into effect on the date that is signed by all the parties and will continue until:

(a) the delivery by Amazon and/or GSR of all the benefits and deliverables to be delivered by either of them under this Series MoU or any relevant Season MoU;

(b) the termination of this Series MoU in accordance with its terms; or

(c) such other date as all the parties agree in writing.

7.2 If a Season is ineligible for the 5% Uplift: If at any time GSR is advised in writing by the NZFC, in its capacity as administrator of the NZSPG, that GSR does not, or will not, qualify for the 5% Uplift in respect of an individual Season due to:

(a) a breach or default by Amazon or GSR of this Series MoU in respect of that Season or the relevant Season MoU; or

(b) any other circumstance of default or breach of a material term or condition of this Series MoU as it relates to that Season or of the relevant Season MoU,

Amazon and NZFC will discuss the situation in good faith and seek to reach agreement as to how to remedy such default and/or breach within a timeframe specified by NZFC (acting reasonably) or to identify some other way in which Amazon can deliver other significant economic benefits to New Zealand capable of qualifying for the 5% Uplift that are acceptable to the SEB Verification Panel. Amazon and GSR will then be provided an opportunity to cure any such failure to qualify for the 5% Uplift within the timeframe specified by NZFC (acting reasonably).

7.3 Termination in respect of that Season: If neither Amazon nor GSR cures any such failure to qualify for the 5% Uplift in respect of an individual Season within the timeframe specified by NZFC (acting reasonably), then:

(a) GSR and Amazon can terminate the relevant Season MoU, with immediate effect by giving written notice to NZFC; and

(b) subject to clause 7.4, neither GSR nor Amazon will have any further obligation under this Series MoU, or the relevant Season MoU, in respect of that Season; and

(c) should for any reason the 5% Uplift not be granted for a particular Season, and the Innovation Fund disbursement for that Season has yet to be released, that disbursement would be suspended, since it is a component of the Series MoU and Season MoU between Amazon and the New Zealand agencies under the partnership arrangement frameworks for the 5% Uplift.

7.4 Effect of termination under clause 7.3: Upon termination of a Season MoU under clause 7.3, no party will have any further obligation to any other party under this Series MoU as it relates to that Season, nor under the relevant Season MoU, except pursuant to clause 8.12. Such termination will have no effect on the ability of any of the New Zealand agencies to continue to exercise the rights and benefits granted to them by Amazon and/or GSR under the Series MoU or the Season MoU.

7.5 If the Series becomes ineligible for the 5% Uplift: If GSR and/or Amazon is advised by the NZFC, in its capacity as administrator of the NZSPG, at any time in writing that the Series is not, or will
not be, eligible for the 5% Uplift for any reason, including the revocation of the NZSPG by the New Zealand Government:

(a) Amazon can terminate this Series MoU and any relevant Season MoU with immediate effect by giving written notice to NZFC; and

(b) subject to clauses 7.8 and 8.12, if Amazon terminates this Series MoU and any relevant Season MoU under clause 7.5(a), no party will have any further obligation under this Series MoU as it relates to that Season nor any relevant Season MoU as it relates to any Season that is ineligible for the 5% Uplift except pursuant to those provisions that are by their nature intended to survive termination (including clauses [to be updated]) which will survive any such termination.

7.6 If New Zealand ceases to be the Series location: If Amazon determines that New Zealand will no longer be the Series location in respect of any Season:

(a) Amazon will give written notice to the NZFC of Amazon’s decision to relocate the production of UAP, not less than twelve (12) months before any public announcement about the new Series location; and

(b) no subsequent Season of UAP will be eligible for the 5% Uplift.

7.7 Actions following notice of Series relocation: Upon the NZFC’s receipt of such written notice, unless the NZFC has accepted the final application for the NZSPG for the then-current Season:

(a) the parties will meet within 10 Business Days to discuss the then-current Season MoU (if any), the extent to which the parties have performed their respective obligations under the then-current Season MoU and their respective preferences (whether to continue to perform the Season MoU or to terminate the Season MoU);

(b) following the conclusion of these discussions, any party can terminate this Series MoU and the then-current Season MoU by giving written notice to the other parties within 20 Business Days;

(c) if Amazon or GSR terminates this Series MoU and the then-current Season MoU by giving written notice under clause 7.7(b), Amazon will promptly pay, upon receipt of such records or information as are reasonably available to the New Zealand agencies (using their existing systems and procedures for internal time recording):

(i) the internal costs of each of the New Zealand agencies incurred in good faith to realise the benefits contemplated by that Season MoU, calculated by applying the New Zealand agency’s actual personnel costs for the period between the signing of the Season MoU and the date of termination, plus a 20% margin for overheads; and

(ii) the actual third party costs incurred by any of the New Zealand agencies in good faith to realise the benefits contemplated by that Season MoU, between the date of the Season MoU and the date of termination,

provided that the total sum of the amounts referred to (i) and (ii) does not exceed NZ$7.5 million.

7.8 Termination to have no effect in respect of completed Seasons: Notwithstanding any other term of this Series MoU, if this Series MoU is terminated under clause 7.5(a) or 7.7:
(a) the exclusive worldwide right granted to the New Zealand agencies, on behalf of New Zealand, to be marketed as the production base, and location, for the Series will continue until twelve months after the worldwide release on Amazon Prime of the entire final Season for which New Zealand was the announced Series location (the expiry date); and

(b) the exclusive right to identify and to promote New Zealand locations as having been used in the production of the Series will continue until the expiry date; and

except as specified in clauses 7.8(a) and 7.8(b), such termination will have no effect on the rights of any party, or the obligations of any party, under this Series MoU or any Season MoU in respect of any part of the Series or any Season that has received the 5% Uplift. For the avoidance of doubt, such termination will not affect the continued use of any Series Content or any reference to UAP in connection with the identification and promotion of New Zealand and its locations previously authorised by Amazon under any Season MoU that has received the 5% Uplift.

8. GENERAL

8.1 Governing law: This Series MoU will be governed by and construed in accordance with the laws of New Zealand, excluding the conflict of law rules and the conflict of law principles of any other jurisdiction. The parties submit to the exclusive jurisdiction of the courts of New Zealand. Notwithstanding the generality of the foregoing, the use, interpretation, and enforcement of any intellectual property rights from any and all LOTR rightsholders shall be governed by the choice of law and venue provisions in the agreements granting such rights to Amazon.

8.2 Legally binding: This Series MoU is intended to create legally binding relations between the parties and is a legally binding agreement. If circumstances prevent Amazon and/or GSR from being able to provide any of the elements contemplated hereby, the parties agree to negotiate in good faith a mutually agreeable alternative of not less than commensurate benefit to the New Zealand agencies.

8.3 Liability: Any obligation by Amazon or GSR will be binding on each of them jointly and severally. Any obligations of any of MBIE, TNZ or NZFC will be several and not joint. Amazon and GSR will be liable to New Zealand agencies for any cost, claim, loss or liability suffered or incurred by any of them arising directly or indirectly in respect of the use by any of them of any Series Content in a manner authorised by Amazon or GSR in accordance with this Series MoU or any relevant Season MoU.

8.4 International probity: Each of the parties confirms to each of the other parties that to the best of its knowledge and belief:

(a) neither it and nor any of its financial institution(s) are subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury’s Specially Designated Nationals list and Foreign Sanctions Evaders list and the US Department of Commerce’s Entity List), the European Union or its member states, or other applicable government authority; and

(b) it will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology (Items) to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United States.
Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

8.5 Public announcements: Any public announcement concerning this Series MoU, including content and timing of any public announcement, will be jointly agreed in writing in advance between the parties and in any event will not be made prior to receipt by the relevant New Zealand agency of Amazon’s written approval.

8.6 Service of Notices: A notice, demand, consent or communication under this agreement (a Notice) must be:

(a) in writing and in English directed to the recipient's address for Notices specified in the Details, as varied by any Notice; and

(b) hand delivered or sent by pre-paid post or email to that address.

8.7 Effective on receipt: A Notice given in accordance with clause 8.6 takes effect when received (or at the later time specified in the Notice), and is taken to be received:

(a) if hand delivered, on delivery;

(b) if sent by prepaid post, two Business Days after the date of posting (or seven Business Days after the date of posting if posted to, or from, outside New Zealand); and

(c) if sent by email:

(i) if sent between the hours of 9.00 a.m. and 5.00 p.m. (local time) on a Business Day, at the time of transmission; or

(ii) if subclause (i) does not apply, at 9.00 a.m. (local time) on the Business Day most immediately after the time of sending,

provided that an email is not deemed received unless (if receipt is disputed) the party giving notice produces a printed copy of the email which evidences that the email was sent to the email address of the party given notice,

and if the delivery, receipt or transmission is not on a Business Day, the Notice is taken to be received at the commencement of Business Hours after that delivery, receipt or transmission.

8.8 Address for notices: The initial address, email address and designated person for each party is:

Ministry of Business, Innovation and Employment
Address: 15 Stout Street, Wellington, 6011
Email Address: robyn.henderson@mbie.govt.nz
For the attention of: Robyn Henderson

New Zealand Tourism Board
Address: Level 1, 1 Nelson Street, Auckland 1010
Email Address: lauren.vosper@tnz.govt.nz
For the attention of: Lauren Vosper

New Zealand Film Commission
Address: Level 3, 119 Ghuznee Street, Wellington 6011
Email Address: catherine.bates@nzfilm.co.nz
For the attention of: Catherine Bates
GSR Productions Limited
Address: c/- Bell Gully, 171 Featherston Street, Wellington
Email Address: Privacy of natural persons
For the attention of: Amazon Studios LLC
Address: 410 Terry Avenue North, Seattle, WA 98109
Email Address: Privacy of natural persons
For the attention of: Tom Florino
With a copy to: Amazon.com, Inc., P.O. Box 81226, Seattle, WA 98108
Email Address: Privacy of natural persons
For the attention of: General Counsel (Economic Development)

8.9 **Amendments:** This Series MoU can only be amended by written agreement validly signed for
and on behalf of each of the parties.

8.10 **Assignment:** No party can assign this Series MoU or any right under this Series MoU without the
prior written consent of each other party except as otherwise provided in this Series MoU or any
Season MoU and provided that:

(a) each of the New Zealand agencies can assign or transfer their rights and/or obligations
under this Series MoU and/or any Season MoU, whether in whole or in part, to another
New Zealand government department, ministry, Crown entity or other governmental
agency, to the extent that such other governmental agency has assumed that New
Zealand agency’s role and/or function (whether in whole or in part) as it relates to this
Series MoU or the Season MoU; and

(b) Amazon can assign or transfer its rights and/or obligations under this Series MoU and/or
any Season MoU, whether in whole or in part, to any other member of the Amazon
Group to the extent that such other member of the Amazon Group has assumed
Amazon’s role and/or function (whether in whole or in part) as it relates to this Series
MoU or the Season MoU and provided that such assignee:

(i) remains a member of the Amazon Group at all times;

(ii) is capable of performing all such obligations of Amazon, and

(iii) has available to it, all of the rights available to Amazon as contemplated by this
Series MoU and any Season MoU,

by giving notice to the other parties.

8.11 **Costs:** Except as expressly stated otherwise in this Series MoU, each party must pay its own
costs of negotiating, preparing and executing this Series MoU and any instrument or document
executed to give effect to this Series MoU.

8.12 **Survival:** The following clauses shall survive termination or expiration of this Series MoU: clause
6.3 (Limitations on NZ agencies’ remedies), clause 6.4 (Limitations on Amazon and GSR’s
remedies), clause 8.1 (Governing law), clause 8.3 (Liability), clause 8.13 (No merger), clause 8.14
(Entire agreement), clause 8.15 (Official Information Act), clause 8.16 (No partnership or agency),
clause 8.18 (Invalidity), and clause 8.19 (Waiver).
8.13 **No merger:** The rights and obligations of the parties under this Series MoU do not merge on completion of any transaction contemplated by this Series MoU.

8.14 **Entire agreement:** This Series MoU, together with any relevant Season MoU, constitutes:

(a) the Memorandum of Understanding for the Series and any relevant Season for the purposes of the NZSPG Criteria; and

(b) the entire agreement between the parties in connection with the eligibility of the Series and any Season for the 5% Uplift and supersedes all previous agreements or understandings between the parties in connection with the 5% Uplift.

8.15 **Official Information Act:** The parties acknowledge that:

(a) the information provided by or on behalf of either of Amazon and GSR to the New Zealand agencies in respect of Amazon’s, GSR’s and/or UAP’s eligibility, and any application, for the International Grant and the 5% Uplift, including the terms of this Series MoU and any Season MoU:

(i) is commercially sensitive and confidential;

(ii) is being provided to the New Zealand agencies on the basis that:

(aa) it is, and should remain, confidential, and

(bb) the release of any of this information by any of the New Zealand agencies would be highly likely to prejudice the commercial position of Amazon and/or GSR;

(b) MBIE, TNZ and NZFC, are subject to the OIA;

(c) this Series MoU, any Season MoU and any other information held by any of the New Zealand agencies may be the subject of a request to be made publicly available in accordance with the OIA;

(d) the New Zealand agencies will seek to limit their disclosure of confidential information under this Series MoU and any Season MoU, subject to complying with their statutory obligations at all times;

(e) if any of the New Zealand agencies receives a request under the OIA for release of any information contained in or in connection with this Series MoU, any Season MoU or any application for the NZSPG or the 5% Uplift, that New Zealand agency will seek to:

(i) promptly notify Amazon and GSR (copied to the other New Zealand agencies); and

(ii) provide Amazon and GSR with an opportunity to provide their views as to whether this information remains commercially sensitive and confidential, before any decision is made to release any such information,

provided that, nothing in clause 8.15(e) will require the relevant New Zealand agency to fail to comply with its statutory obligations, including as to timeframes within which to respond to an OIA request.
8.16 **No partnership or agency:** Notwithstanding any other provision of this Series MoU, including but not limited to any reference to a partnership or any partnering arrangements, neither this Series MoU nor any Season MoU creates, or is intended to create, any legal partnership, joint venture, or agency relationship between Amazon or GSR and any of the New Zealand agencies. No party is liable for the acts or omissions of any other party nor has any right to assume any binding obligations, to incur any liability or to pledge the credit of any other party.

8.17 **Counterpart:** This Series MoU can be executed in two or more counterpart copies, each of which will be deemed an original, and all of which together will constitute one and the same instrument. A party can execute this Series MoU by signing a counterpart copy and sending it to the other parties, including by email. If requested, each party will promptly sign the original copies of this Series MoU (such copies to be signed by all the parties) after the execution of counterparts.

8.18 **Invalidity:** If any term of this Series MoU is, or becomes, unenforceable, illegal or invalid for any reason:

(a) the relevant term is to be considered modified to the extent reasonably necessary to remedy the unenforceability, illegality or invalidity and to give effect to the parties’ intention; and

(b) if this is not possible, the provision is to be severed from this Series MoU, without affecting the enforceability, legality or invalidity of any other term of this Series MoU.

8.19 **Waiver:** A party does not waive a right, power or remedy under this Series MoU if it fails to exercise or delays in exercising the right, power or remedy. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.

8.20 **COVID-19:** Due to the ongoing COVID-19 pandemic, and to protect the health and safety of the New Zealand agencies, Amazon and GSR employees, and UAP cast and crew, the parties agree to take all reasonably practicable steps to maintain the health and safety of all personnel involved in the performance of this Series MoU and each Season MoU. Where appropriate, this can include the substitution of face-to-face meetings and in-person visits and events for virtual access to the production. This will allow the New Zealand agencies access to UAP cast and crew and the ability to leverage UAP production assets in a safe and secure manner, while satisfying the terms and conditions of the Series and Season MoU. Both parties acknowledge that some Series and Season MoU deliverables may require in-person engagement and/or create a greater value proposition as face-to-face visits and events. Amazon and GSR commit to explore such opportunities with the New Zealand agencies as the situation continues to evolve, both within New Zealand and globally. Both parties further acknowledge that Amazon and GSR production health, safety and security protocols will comply with New Zealand government rules and regulations related to COVID-19, and at times may exceed that standard due to the demands of the entertainment industry. Production health, safety and security protocols include, but are not limited to, COVID-19 testing, contact tracing and surveillance technology, social distancing, temperature checks, masks and PPE.
The parties entered this Series MoU on 2020.

**SIGNED** for and on behalf of **MINISTRY OF BUSINESS, INNOVATION and EMPLOYMENT** by:

___________________________
Authorised signatory

**SIGNED** for and on behalf of **NEW ZEALAND TOURISM BOARD**
by:

___________________________
Authorised signatory

**SIGNED** for and on behalf of the **NEW ZEALAND FILM COMMISSION** by:

___________________________
Authorised signatory

**SIGNED** for and on behalf of **AMAZON STUDIOS LLC**
by:

___________________________
Authorised signatory

**SIGNED** for and on behalf of **GSR PRODUCTIONS LIMITED**
by:

___________________________
Authorised signatory
SCHEDULE 1

NEW ZEALAND BRANDING ACTIVITIES

1. Introduction

1.2 The purpose of the New Zealand branding Activities set out in this Schedule 1 is to leverage certain UAP assets to empower New Zealand to continue to materially and substantially increase the breadth and depth of New Zealand’s existing association with LOTR with a view to strengthening New Zealand’s brand internationally including international tourism to New Zealand, in respect of which Amazon’s principal engagement will be with TNZ.

1.3 Provision for TNZ to be consulted on the development of the brand guidelines and where New Zealand brand marks and/or the words “New Zealand” appear and how it is used and appears in promotional material and events.

To the extent that there is overlap/duplication as between individual items set out in Schedules 1-3, it should be noted that this is to ensure that the key requirements of each agency are identified and recognised, and not to create redundant deliverables or duplicative commitments from Amazon. As the deliverables are refined and agreed, the New Zealand agencies acknowledge that provided that the deliverable meets that agency’s requirement, it is intended to achieve the commitment, and will work with Amazon in a coordinated and efficient manner.

2. Core Principles

2.1 TNZ will be Amazon’s lead New Zealand branding partner with responsibility to set the marketing framework with Amazon and together approve the onboarding of any additional New Zealand-based tourism industry operators (e.g., Regional Tourism Organisations, Air New Zealand, etc.) and other New Zealand organisations, specifically identified.

2.2 TNZ and Amazon will collaborate to advance shared publicity and marketing goals for UAP and New Zealand. Amazon public relations, publicity and marketing teams commit to promoting New Zealand as a location, ensuring fans of UAP know the production is located in New Zealand, which both parties acknowledge is crucial to delivery of economic benefit to New Zealand.

2.3 TNZ requires firm commitments around access to key talent (cast and crew) as agreed between Amazon and TNZ. TNZ understands there will be conditions, and that Amazon must coordinate these efforts to ensure the availability of cast and crew to participate. Amazon also commits to sharing locations and related characters and/or general story arcs, as necessary, to identify opportunities in collaboration with TNZ.

2.4 Amazon to give TNZ advance notice of the production taking place in a region of New Zealand for the first time to enable TNZ and the relevant RTO to coordinate marketing activities specific to that region from the earliest possible time. Ideally this will be no less than 3 months’ advance notice, and highlight specific locations featured in the production, so long as doing so will not disrupt current or future production operations regarding Amazon’s content and physical security requirements.

2.5 Amazon will work together with TNZ to explore an environmental project or restoration initiative that aligns with Tiaki – Care for New Zealand. Amazon will also ideally commit to investigate ways to embrace the principles of the Tiaki initiative during UAP production.
2.6 Amazon will work with TNZ to explore opportunities within the wider Amazon Group ecosystem to identify and leverage opportunities (e.g., the ability to interact with travel affinity audiences in their network and travel-relevant technology opportunities).

3. Specific Marketing Rights

3.1 Rights to promote New Zealand as the Home of UAP (or other Series title, description or relevant reference, as branded and approved by Amazon). Examples of how New Zealand can ‘own’ the filming location in potential statements:

(a) 100% UAP
(b) 100% Pure New Zealand, 100% Middle-earth;
(c) 100% Pure New Zealand, home of UAP;
(d) 100% Pure New Zealand welcome from UAP.

3.2 Ability to partner with Amazon’s advertising campaign to promote UAP via joint advertising and B2B opportunities including Amazon providing sufficient advance notice of Amazon’s marketing plans, as agreed between Amazon and TNZ, consistent with TNZ’s planning processes.

3.3 Brand/PR storytelling and content creation opportunities to leverage New Zealand’s LOTR association throughout life cycle of partnership arrangement (not precluding New Zealand’s ability to continue to leverage past LOTR and Hobbit film trilogies and Hobbiton).

3.4 Ability to leverage all new worlds, lands, associated stories created by Amazon for UAP that New Zealand landscapes are used to depict.

3.5 Ability for TNZ to review, reassess and reset its marketing framework at the outset of every 12 months of the Series MoU. Agreements to be confirmed ahead of principal photography for the relevant Season, ideally 3 months in advance.

3.6 Amazon must provide TNZ with a mutually agreed-upon quantity of clips/images (to be determined) for TNZ’s promotional campaigns, and all such clips/images must be fully cleared by Amazon for such intended uses, including clearances of rights for the use of music, and images/performances of actors, directors, etc. (without additional payments unless otherwise agreed by TNZ).

3.7 Amazon must provide TNZ with a mutually agreed-upon number of interviews with lead actors (to be determined), directors, producers, etc. at no material cost to TNZ.

3.8 Access to agreed key crew members (e.g., Director, Producer, etc.) as influencers to be leveraged in marketing plans. Other endorsement requests, except of UAP or Amazon, will require crew approval and could require fees/compensation, which shall be the responsibility of the requesting New Zealand agency.

3.9 Ability to invite mutually agreed-upon key crew and cast members to participate in New Zealand experiences to build out their story of their New Zealand experience to be leveraged as agreed.

3.10 Amazon will produce a digital featurette to promote New Zealand as UAP’s location that will appear on Prime Video when customers search for UAP, in a form to be discussed with TNZ. This content may also be included at the end of a mutually agreed-upon number of episodes per Season (to be determined), so as to screen immediately after an episode has ended.
3.11 Global rights to leverage Series and each Season for New Zealand marketing campaigns and
tourism promotions.

3.12 New Zealand feature content to be included as additional BTS content in Amazon content (e.g., a
featurette or additional episode in each Season devoted to the cast and crew’s experience of
living and visiting New Zealand). To be pulled from the cast content noted below, and cut and
paid for by Amazon each Season, and made freely available to TNZ for inclusion into other New
Zealand tourism and/or brand initiatives.

3.13 Amazon public relations, publicity and/or marketing teams to proactively share their approach
for each Season and provide opportunities for TNZ to leverage in New Zealand marketing and
tourism campaigns.

3.14 Amazon commits that marketing materials prepared for UAP and each Season will include
references to the role of New Zealand, and to specific regions within New Zealand, in connection
with the Series and that Season, on terms to be mutually agreed-upon in writing.

3.15 Amazon commits that the world launch for the first Season or the second Season will take place
in New Zealand, in a form to be determined regarding in-person versus virtual event.

3.16 Amazon commits that the New Zealand agencies, and other New Zealand organisations
specifically nominated by them, will receive, in aggregate, not less than [X] invitations to each
premiere for each Season (to be determined), and that the New Zealand agencies and their
nominees will be given reasonable opportunity, including advance notice, coordination and
cooperation with relevant Amazon teams, to enable the New Zealand agencies and their
nominees to be actively involved in any leverage opportunities at, or in connection with, such
premieres, on terms to be mutually agreed-upon in writing.

3.17 Amazon commits that New Zealand, and regions within New Zealand that have been involved in
the production of UAP, have the opportunity to develop appropriate region-specific marketing
and tourism tag-lines to profile that region’s involvement with the production. For example, in
relation to “The Hobbit” Wellington was permitted to use the tag-line “The Middle of Middle-
earth.”

4. Publicity and PR Rights

4.1 Ability to leverage media announcements of greenlit production for UAP with New Zealand
highlighted as the production location.

4.2 Inclusion of New Zealand production locations in Series’ and Season’s key marketing materials
and EPK including location-based content (e.g., for example, potential production fact sheet
regarding local procurement in NZ, NZ businesses and locations frequented by cast and crew,
etc.). May include New Zealand location stills of cast and crew, location shots alone, and media
Q&A with production/cast/crew around shooting destinations.

4.3 Integration of New Zealand in Series and Season launch press junkets including theming
assistance, inclusion in all press materials, ability to host in-person or virtual events in New
Zealand and input into their format/location.

4.4 Amazon’s commitment to host at least one in-person or virtual media junket in New Zealand per
Season. TBD: Media attendees to be mutually agreed-upon, travel and hosting costs to be paid
for by Amazon.
Amazon to facilitate TNZ inviting Amazon Group executives (i.e., beyond Amazon Studios) to attend New Zealand Branding/Innovation familis in New Zealand (in partnership with MBIE), to facilitate new relationships and opportunities between the Amazon group and New Zealand.

Ability to connect with other Amazon partners beyond Amazon Studios via facilitated introductions (e.g. data, digital / voice services, marketing etc).
SCHEDULE 2
INNOVATION PROGRAMME

1. Introduction

1.1 The purpose of the Innovation Programme set out in this Schedule 2 is to:

(a) build a wider relationship between New Zealand and the Amazon Group;
(b) leverage New Zealand’s relationship with the Amazon Group;
(c) profile New Zealand businesses, innovations and R&D opportunities to a global audience; and
(d) advance mutually-beneficial R&D opportunities,
in respect of which Amazon’s principal engagement will be with MBIE.

2. Theme Structure

2.1 MBIE proposes organising overarching Season-by-Season themes to provide a focus around which to organise each Season’s innovation activities.

2.2 Organising by themes will create momentum for programs and events as opportunities in focus areas can be woven together into a cohesive story.

2.3 Each theme is to be jointly agreed-upon and serves to direct collaboration efforts to the mutual benefit of New Zealand and Amazon.

2.4 Delegation and innovation opportunities are then designed to align with each Season’s theme.

3. Overall Focus Areas and Themes

3.1 Amazon and MBIE will work together to establish agreed-upon themes that align Amazon’s and New Zealand’s goals on a Season-by-Season basis. Potential themes include, but are not limited to, technology and innovations that will be used in the production of UAP. These themes may explore the following focus areas, and the parties agree to work together to explore additional or alternative opportunities as they may arise:

(b) Drones and advanced aviation;
(c) Advanced fabrics and materials;
(d) Virtual tourism, retail, and cultural experiences;
(e) Gaming;
(f) Machine Learning (“ML”);
(g) Space;
(h) Sustainability and alternative energy;

(i) Healthcare and COVID-19; and

(j) Other public sector applications.

4. Innovation Fund Opportunities

4.1 Innovation Fund opportunities include:

(a) Delegation of businesses/teams from Amazon to visit New Zealand each Season, or participate virtually, for an innovation summit, speaker series or other events;

(b) STEM programs and donations for primary and secondary education;

(c) Innovation challenges;

(d) Academic research and fellowships; and

(e) Innovation internships.

5. Amazon Delegation

5.1 Once per season, a delegation of Amazon representatives (i.e. Senior Managers, Directors and Vice Presidents) from various Amazon businesses will be hosted in New Zealand by MBIE’s Innovative Partnerships programme – or participate virtually – for an innovation summit, speaker series or other events to focus on opportunities presented by New Zealand’s R&D environment.

5.2 Amazon delegations should include “subject matter experts” (SMEs) from businesses and teams that align with Season focus areas and themes. These Amazon businesses and teams may include, but are not limited to, the following selections, and the parties agree to work together to explore additional or alternative opportunities as they may arise:

<table>
<thead>
<tr>
<th>Amazon Business / Team</th>
<th>Focus Area / Theme</th>
</tr>
</thead>
<tbody>
<tr>
<td>UAP Production Teams; Amazon Web Services (“AWS”) – Studio in the Cloud</td>
<td>Immersive Technology</td>
</tr>
<tr>
<td>UAP Production Teams; Amazon Air / Drones</td>
<td>Drones and Advanced Aviation</td>
</tr>
<tr>
<td>Amazon Explore</td>
<td>Virtual Tourism</td>
</tr>
<tr>
<td>Project Kuiper</td>
<td>Space</td>
</tr>
<tr>
<td>Sustainability and Climate Pledge</td>
<td>Sustainability and Alternative Energy</td>
</tr>
<tr>
<td>Project Ultraviolet and Workplace Health and Safety</td>
<td>Healthcare and COVID-19</td>
</tr>
<tr>
<td>AWS Public Sector</td>
<td>Other Public Sector Applications</td>
</tr>
<tr>
<td>Various Businesses / Teams</td>
<td>Machine Learning</td>
</tr>
<tr>
<td>Amazon Business / Team</td>
<td>Focus Area / Theme</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>UAP Costume Department; Amazon Studios; Amazon Fashion</td>
<td>Advanced Fabrics and Materials</td>
</tr>
<tr>
<td>Amazon Games</td>
<td>Gaming</td>
</tr>
</tbody>
</table>

5.3 New Zealand companies and R&D groups will be showcased to the delegation. These knowledge exchanges will be collaboratively curated to align with the Season R&D focus areas and theme, as well as MBIE goals and Amazon interests. This initiative provides an opportunity for Amazon and New Zealand businesses and research groups to build and strengthen relationships.

5.4 If the Amazon delegation travels to New Zealand, airfares and accommodation for Amazon teams to be funded by Amazon using the Innovation Fund as agreed-upon with MBIE.

5.5 Progress measures include:

(a) Amazon delegation composition and schedule is mutually agreed-upon;

(b) Amazon delegation arrives in New Zealand, and is hosted by Innovative Partnerships, or participates virtually; and

(c) Follow-up discussions with Innovative Partnerships are conducted to identify potential R&D opportunities between New Zealand and Amazon teams.

6. STEM Education

6.1 The Innovation Fund could be used to invest in existing STEM education programs, and establish new ones, in primary and secondary schools.

(a) Focus would be on developing childhood-to-career programs to encourage underrepresented and underserved communities in New Zealand, particularly indigenous peoples (i.e. the Māori), to try computer science and coding; and

(b) Programs might include computer, laptop and device donations, coding camps, and robotics challenge.

7. Innovation Challenges

7.1 ‘Innovation Challenge’ competitions are designed and publicised, inviting groups to develop and test approaches to a specific challenge problem, with prizes for the best solutions. Challenges provide a good opportunity for new technologies relevant to Amazon and New Zealand to be developed.

7.2 Challenges are designed in collaboration with MBIE’s Innovative Partnership team.

7.3 Challenges will be funded using the Innovation Fund as agreed-upon with MBIE.

7.4 Progress Measures could include: One challenge (i) designed, (ii) implemented and (iii) completed for each Season.
8. **Academic Research and Fellowships**

8.1 Academics from New Zealand institutions may receive Innovation Fund or in-kind support for research projects.

8.2 Academics will be identified with the help of MBIE’s Innovative Partnerships team and will be mutually agreed-upon.

8.3 The fellowship programme could be modelled on the James Cook Research Fellowship administered by the Royal Society of New Zealand Te Apārangi on behalf of the New Zealand Government, which supports fellows for a period of two years. Fellowships typically provide an annual funding package of NZ$100,000 plus GST and up to NZ$10,000 plus GST in relevant expenses, with the expectation that a major piece of research will be undertaken which benefits New Zealand and advances research in the particular area of science.

9. **Innovation Internships**

9.1 Short-term (3-12 month) internships or undergraduate research positions in New Zealand may be established with the Innovation Fund (to be determined).

9.2 Such internships/undergraduate research positions could be aligned with Season themes, specific innovation projects and/or academic research exchanges.
SCHEDULE 3
NEW ZEALAND SCREEN SECTOR FRAMEWORK

1. Introduction

9.3 NZFC will be the lead screen sector partner for the Project, with responsibility to develop the screen sector framework with Amazon for the partnership arrangement. This screen sector framework will include NZFC in partnership with Regional Film Offices (RFOs) and other agencies, NZ Story and NZTE, to ensure a broad New Zealand screen story is told, covering screen, creative and technological innovation.

9.4 The purpose of the screen activities set out in schedule 3 is to stimulate growth (business and skills) and market the New Zealand screen sector. This can be distilled into two categories:

(a) **Promotion**: Leverage UAP through international marketing initiatives to showcase and inform about New Zealand; and

(b) **Business and Capital Growth (Human and Built Capital)**: Grow and nurture the talent/skills base, support business development and grow the New Zealand infrastructure base.

10. Promotion

10.1 The partnership arrangement will develop a marketing programme to profile the growing New Zealand screen sector with a specific focus on an ongoing pipeline of mixed-sized productions through the showcasing of New Zealand’s:

(a) Highly skilled and growing talent base;

(b) The expanding infrastructure offering;

(c) Accessible and diverse region locations,

(d) Post-production offering; and

(e) Screen sector creative and innovation.

10.2 The proposal supports this marketing approach through the provision of opportunities spanning production through to the release of the Series. Key components include, with the quantity of certain deliverables to be determined in Season MoU:

(a) Creation of content to showcase the New Zealand screen sector;

(b) Access to agreed key cast and crew during their time in New Zealand;

(c) Access to behind-the-scenes footage and stills;

(d) Access to international media; and

(e) NZFC Involvement in the release.
11. **Screen Sector Publicity and Marketing Commitments**

11.1 **Coordination of Public Statements**  At such time, that Amazon decides to Issue a press release regarding UAP, Amazon will coordinate these with the New Zealand agencies.

11.2 At a minimum, NZFC and Amazon will coordinate public statements, if applicable, regarding:

(a) the commencement of principal photography of the Series (to be determined);

(b) the announcement of the 5% Uplift partnership arrangement (as required by the Criteria and led by New Zealand agencies); and

(c) the release of the Series.

11.3 Prominently displayed attribution to New Zealand, NZFC and the New Zealand Screen Production Grant (NZSPG) in the actual on-screen title credits for the Series: GSR shall provide:

(a) A prominently displayed (which for purposes of this Season MoU shall mean readable under normal circumstances) on-screen beginning and end credit for the New Zealand Government’s assistance through the New Zealand Screen Production Grant in the completed production. An example follows:

(b) “[Name of production] – Shot on Location in New Zealand”;

(c) “Amazon acknowledges the assistance of the New Zealand Government’s Screen Production Grant.”;

(d) The NZFC credit along the lines of NZFC logo and website URL along the lines of "For information about filming in New Zealand https://www.nzfilm.co.nz/international " as agreed-upon with NZFC; and

(e) in respect of each Season for which a region in New Zealand is the main New Zealand production base, each episode in that Season will carry a screen credit, on terms to be agreed in writing, to the effect that that region is the main production base for “[insert name of production]”.

11.4 All characteristics of the credits, including size and placement shall be comparable to other like credits in the completed production, and such credit shall be readable at least in connection with the initial release of UAP and on feature releases of the Series.

12. **Marketing Activities for the Series**

12.1 **Overview:**

(a) Amazon to release UAP production assets, including production footage, trailers, still images, testimonials/imagery from the cast and crew (subject to guild and crew agreements), and bonus, BTS or “making of” content that promote both UAP and New Zealand as a screen destination. Amazon will also provide permission to the New Zealand agencies to use UAP production assets in related marketing campaigns;

(b) Inclusion of select New Zealand location content in UAP key marketing materials and EPK;

12.2 **Visual Media Content:** Amazon to provide [agreed-upon number to be determined] pieces of visual media (approximately 60-90 seconds in length) which may feature various aspects of New Zealand.
Zealand locations and can be used to promote New Zealand as a great place to UAP ("Video Content"). For purposes of clarification Amazon shall provide at least [agreed-upon number to be determined] of Video Content (subject to the exigencies of production and post-production of the Series) for release during post-production of the Series. Amazon will cover the cost of editing, cutting and finishing the selected imagery approved by Amazon in consultation with NZFC as set forth below.

12.3 The Video Content may include scenes from UAP showing New Zealand footage and the EPK footage and/or unit production photographer footage featuring both foreign and New Zealand cast/crew and other content captured during production of the Series.

12.4 Video Content may include:

(a) Testimonials/imagery from the cast/crew/executives that associate their time in New Zealand shooting UAP with a positive New Zealand screen industry experience.
(b) Moving footage and still images from the Series or Series trailer.
(c) Behind-the-scenes footage, stills and other media of VFX and other production areas featuring but not limited to the agreed cast/key crew behind-the-scenes, which showcase New Zealand skills, talent and expertise in filmmaking.

12.5 Usage of Content:

(a) Amazon will include select New Zealand content in UAP key marketing materials and EPK.
(b) Amazon will extend rights for New Zealand partners to use pre-approved content:
   (i) On the official websites and social media pages (including Facebook and You Tube Channels and other digital and social media channels and trade channels);
   (ii) In collateral and audio-visual media for screen industry trade events, conferences, festivals and markets;
   (iii) In annual and quarterly reports, Board papers, Statements of Intent, Statements of Performance Expectations, and Annual Reports;
   (iv) In publicity and promotion campaign(s) highlighting New Zealand as the location for UAP.

12.6 The Parties further acknowledge and agree that it is the Parties' intent to consider further approved usages on a case-by-case basis subject to Amazon prior review and written approval.

12.7 PR and Social Media Content: NZ may develop a global PR and social media campaign around the making of UAP that promotes New Zealand as an attractive filming and production location. Additional to the Video Content, the NZ may also wish to include photographs, interviews and other footage from the Series as part of this campaign. Any content that leverages UAP assets or references the Series will be subject to Amazon prior review and written approval.

12.8 Amazon to provide opportunities to distribute content through to:

(a) Digital and Social media channels to reach UAP’s international fan base;
(b) Amazon to provide media access for set visits leading up to the release of the UAP series.
13. **Publicity and Marketing Facilitation; Broadcast, Online and Visiting Media**

13.1 Amazon to provide media access for set visits leading up to the release of UAP.

13.2 **Facilitation:** Amazon will provide (when available) a schedule of key dates which could offer promotional opportunities (for example launch of trailers etc.). Amazon will provide a dedicated marketing and publicity contact and agree to a process for the execution of all marketing and publicity activity related to this Series MoU.

13.3 **Broadcast, Online and Visiting Media:** Amazon will facilitate access to Amazon-invited international press to provide in-person or virtual opportunities to showcase New Zealand as a screen destination (subject to an embargo on timing of release of materials to be mutually agreed-upon by NZFC and Amazon).

13.4 **Content collected throughout the production to include:** There are requirements under the New Zealand Screen Production Grant Promotional Materials Schedule which apply to production receiving any incentive from the New Zealand Government (including the Series), which the NZFC will supply to Amazon from time to time (NZSPG Promotional Materials Schedule).

13.5 The NZSPG Promotional Materials Schedule forms part of this Series MoU and without limiting any of the other rights, benefits and licenses provided to the NZFC pursuant to this Series MoU, the contents of the NZSPG Promotional Materials Schedule are incorporated into, and form part of this Series MoU, and Amazon will comply with all such requirements set forth In Exhibit "A."

13.6 To enable the NZFC to create footage and materials to highlight the benefits of New Zealand as a screen production destination, GSR will use provide to the NZFC the following additional content:

(a) Access to key production decision-makers to provide video testimonials in industry and mainstream press and media, and on the benefits of New Zealand as a screen production destination.

(b) Interviews with mutually agreed-upon key cast, director and crew during filming on location wherever possible and at the U.S. premiere press junket.

(c) Provide access to the production to an independent New Zealand based journalist to interview cast and crew regarding their time in New Zealand, subject to the distributor’s customary policies and parameters compliance requirements. Such interviews shall be embargoed from release until such time as Amazon and GSR mutually agree; provided that such embargo shall not be longer than the general press embargo for the worldwide premiere of UAP.

(d) The NZFC will supply questions to be integrated into the EPK shoot. UAP’s EPK materials to include content that promotes the benefits of the destination, shooting and film making in New Zealand, through highlighting the collaboration, value, assets and destination experiences New Zealand can provide.

(e) Amazon will arrange for other media at the Premiere to ask mutually agreed-upon key cast, director and crew specific questions (jointly approved by Amazon and NZFC) to elicit anecdotes illustrating their professional New Zealand experience while working on UAP and their personal experiences living and experiencing New Zealand.
13.7 Amazon will work in consultation with the NZFC to ensure that the content selected for Visual Media Content satisfies the requirements of the NZFC.

14. **Association with the streaming release of the Series**

14.1 Amazon will share marketing and distribution strategy for UAP, as necessary to maximize coordination of the NZFC’s marketing and promotional activity.

14.2 Amazon commits to an in-person or virtual premiere screening for at least one of the UAP seasons to be held in main New Zealand production base, including attendance by mutually agreed-upon key cast and crew, subject to COVID-19 and related travel restrictions.

14.3 Amazon agrees to invite the New Zealand agencies to the international premiere of each season of UAP.

14.4 Amazon, in consultation with the NZFC, will schedule an in-person or virtual local (New Zealand) cast and crew screening. Amazon will provide invitations for local cast and crew, Government Ministers and officials, NZ Inc. and screen agency representatives, and other key stakeholders.

14.5 In connection with an international premiere of UAP, Amazon will provide NZFC with the following:

(a) The NZFC shall be included in the Premiere tip sheet;
(b) Allocation of a mutually agreed-upon number tickets to the Premiere, taking into account the size and location of the venue;
(c) The NZ spokesperson may be escorted down the red carpet by Premiere staff and given the opportunity to speak with interested members of the press;
(d) The NZ will be granted official media accreditation to join the press programme at the Premiere.

15. **Additional leverage**

15.1 To the extent available and subject to possible embargo on timing of the release of such material (provided that the timing of such embargo shall not be longer than the general press embargo for the worldwide premiere of UAP), provide material to the NZFC to enable them to promote the benefits of a production to New Zealand stakeholders including access to capture good news stories from behind the scenes about employment and innovation.

15.2 Provide data to demonstrate wider economic benefits of UAP production in New Zealand such as number of crew, extras, vendors, aggregated and anonymized spends on accommodation, materials, supplies, vehicle hire etc.

15.3 Subject to production exigencies and the production schedule of the Series, invite government officials and ministers, and the NZFC’s representatives to in-person or virtual events to showcase the production.

15.4 Amazon will create a “making-of-featurette” to be promoted as part of the Season One bonus content release plans for the Series and will include scenes of the production of Season One in New Zealand.
Amazon will work with NZFC to explore an event to promote New Zealand to the international series drama industry, timed to coincide with Season One publicity events targeting production executives or media with the participation of key creatives.

16. **Business and Capital Growth**

16.1 New Zealand is interested in ensuring that the production activity will support long term growth in both business development (for enterprises that have the opportunity to contribute to the production activity), and for New Zealanders working in the screen industry.

16.2 Amazon will work with the NZFC, in collaboration with Regional Film Offices (RFOs), to development programmes that will provide continuity of employment for New Zealanders and infrastructure utilisation. Initiatives will be developed to create career progression opportunities supported by targeted talent development programmes.

16.3 It is important to note that opportunities should span entry-level candidates to mid-career professional development mentorships to enable screen industry professionals to progress their careers in their chosen fields. Programmes should also be representative.

16.4 Amazon will work with NZFC, in collaboration with RFOs, to ensure the opportunity to transfer technological skills and know-how to New Zealanders is fully optimised.

(a) The development and implementation of a Showrunner masterclass supporting and accelerating initiatives already underway, for example the Raupapa Whakaari – a joint initiative between NZFC and NZ On Air designed to develop high-end adult drama series targeting both the New Zealand and international markets.

(b) Targeting and placement of professional placements/mentorships per Season (quantity to be determined in Season MoU).

(c) Placements, mutually agreed-upon by NZFC and GSR, will focus on key creative talent (producer, writer, director) plus areas of crew shortage (art department, accounting, location management, grip, gaffer, unit publicist).

(d) Development and implementation of training initiatives targeting communities underrepresented in the screen sector, to raise the profile for screen sector careers.

17. **Legacy Infrastructure Framework**

17.1 In the longer term, there will be opportunities to advance infrastructure development in New Zealand. NZFC and Amazon will continue discussions on this which may become the subject to a particular Season MoU. The following types of UAP production assets are Amazon’s proposed commitments for the legacy infrastructure framework, and cost estimates will be made available for New Zealand review upon request:

(a) Sets and other production facilities;

(b) Capital improvements to leased film studios (i.e. Auckland Film Studios (“AFS”) and Kumeu Film Studios (“KFS”));

(c) High speed fiber network between major studio sites, post-production facilities, VFX and digital companies in Auckland (i.e. Rebel Fleet);

(d) Other Project equipment and assets; and
(e) Explore the development of a creative/innovation centre of excellence (COE). A COE could nurture and foster an ecosystem of creative industry start-ups, corporates and global firms to connect, share ideas and collaborate through access to co-working, studios, events, mentoring, education, transition and community-building activations. A COE would allow Amazon/GSR to share their skills and experience with New Zealand’s creative innovators.
SCHEDULE 4

INNOVATION FUND

Recognizing the generous support of the New Zealand government, as well as the potential amount of the total projected NZSPG grant, Amazon is very pleased to establish an innovation fund (“Innovation Fund” or “the Fund”) to support the 5% Uplift for UAP, as well as ongoing collaborative efforts with the New Zealand agencies to support the Project and additional opportunities.

1. Fund Contributions: Amazon (via GSR) will contribute at least Commercial \( \text{per Season of UAP} \) to the Fund, for a total of at least Commercial \( \text{over the five-Season course of production} \). Contributions may be made at the outset of each Season, prior to the start of principal photography, or as otherwise arranged with the New Zealand agencies. Fund disbursements may be increased for each Season, at the sole discretion of Amazon, in order to provide wider economic benefits to New Zealand and as a mechanism to ensure benefits to New Zealand are realizable if certain deliverables or commitments must be replaced.

2. QNZPE Treatment: Innovation Fund grants that qualify as QNZPE will be eligible for the 20% International Grant and, if the requirements of the relevant Season MoU have been satisfied, the 5% Uplift.

3. Suspension: Should for any reason the 5% Uplift not be granted for a particular Season, and the Innovation Fund disbursement for that Season has yet to be released, that disbursement would be suspended, since it is a component of the Series MoU and Season MoU between Amazon and the New Zealand agencies under the partnership arrangement frameworks for the 5% Uplift.

4. Governance Structure: The Fund will be managed by Amazon, in consultation and collaboration with the New Zealand agencies (including MBIE, NZFC and TNZ), to make targeted and strategic investments that mutually benefit New Zealand and Amazon; and

5. Investments: Strategic investments from the Innovation Fund could include the following potential opportunities:

   a. Internship and apprenticeship programs, with a focus on developing New Zealand talent pipelines, particularly for production technology, camera crews, sound engineers, etc.;
   b. Establishment of a post-production studio;
   c. Other talent development programs outside the screen sector; and
   d. Support for MBIE’s Innovative Partnerships program to facilitate collaborative activity between Amazon and New Zealand in exploring additional opportunities for future investment and innovation in New Zealand beyond Amazon Studios, including the once-per-season Amazon visit to New Zealand.

Amazon’s obligation to contribute the funds comprising the Innovation Fund is in addition to Amazon and/or GSR’s obligations set out in Schedules 1-3 (except where any requirement or deliverable in Schedules 1-3 expressly refers to the Innovation Fund being available for a specific activity).

Amazon will administer the Innovation Fund, but the Fund is only to be applied as agreed-upon in writing between Amazon and the applicable New Zealand agencies, and where such agreement expressly provides that the agreed-upon activity is to be funded out of the Innovation Fund.

Amazon is encouraged throughout the Series and in respect of each Season MoU to work with New Zealand agencies to identify and prioritize Innovation Fund opportunities, such as:

   a. opportunities to showcase New Zealand to senior Amazon business leaders, through targeted
visits to New Zealand which are developed jointly;

b. ways for New Zealand to engage Amazon in the fostering of innovation in New Zealand, such as providing support for scholarships, student exchanges, prizes for innovation challenges or science/digital awards, funding internships, participating in business mentoring programmes, bringing speakers / trainers / motivators to New Zealand;

c. Amazon’s willingness to explore innovative collaboration opportunities which can support inclusive economic development across different parts of New Zealand, including in regional / remote locations; and

d. Opportunities for New Zealand to showcase its innovative capabilities offshore (e.g. New Zealand Investor Showcases), with Amazon participation. Amazon’s participation at events could range from providing speakers to serving in a joint hosting role.