

Exhibit “A”

ACCESS AGREEMENT

The following shall constitute the agreement (the “**Agreement**”) dated as of _____, between Objective Media Group Ltd trading as Purple Productions (“**Producer**”), of 210 Broadway, Salford, Manchester M50 2UE, Attention: Business & Legal Affairs, and West Orange Police Department c/o Township of West Orange, 66 Main Street, West Orange, NJ 07052 (“**LEA**” or the “**Township**”), Attention: Chief James P Abbott in connection with a presentation (“**Presentation**”) for Producer’s potential documentary television series tentatively entitled “Motorway Cops US” (the “**Series**”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Access/Recording Rights. LEA hereby grants to Producer, and its successors, assignees, licensees, employees, agents, independent contractors and suppliers (all of whom are included in the term “**Producer**” solely for purposes of entry upon and access to the Property [as defined herein]) the following rights: (a) the right to enter upon and access all areas of LEA’s property located at West Orange Police Department, 66 Main Street, West Orange, NJ 07052 (the “**Property**”) and the LEA vehicles (the “**LEA Vehicles**”); (b) the right to film, videotape, photograph, reproduce, and otherwise record (collectively, the “**Recording Rights**”) the Property, the LEA Vehicles and the daily activities of the LEA; (c) the right to bring and to remove equipment and vehicles of any kind and nature, onto the Property and into the LEA Vehicles with the direction and agreement of the LEA staff; (d) the right to use and refer to the name, address and identification (e.g., signs, logos and any other trademarked items belonging to the LEA, etc.) of LEA, the Property and the LEA Vehicles, both visually and/or in dialogue; and (e) the right of access to all relevant LEA personnel (collectively, “**LEA Personnel**”); and (f) gain access to and permission to film operation briefings and preparations pre-approved by the LEA and to accompany and film the LEA and the LEA Personnel on all operations approved by the LEA. The parties will cooperate to schedule times and procedures agreeable to the parties in which to conduct the activities contemplated by this Agreement. LEA Personnel will not be required to participate in the production of the Presentation and/or Series if they choose to decline communication with Producer. LEA agrees that the Producer shall have access to the archive of recordings to which the LEA holds and to which the LEA can give lawful access to under the Open Public Records Act in relation to dashcam footage of the LEA Vehicles, radio communications, emergency calls, archive footage and/or other footage of road traffic incidents which may form the subject matter of the Series as such access is vital to the Producer’s ability to fully, fairly and accurately represent in the Series the work of the LEA. The access may be suspended by the Chief of Police and/or the Essex County Prosecutor in the event (i) there is a security risk; or (ii) there is a health and safety risk. The Producer shall work with the LEA to remedy any such security and/or health and safety risk, but if the suspension exceeds a period of 3 (three) weeks then the LEA shall be entitled to terminate the Agreement.

2. Participation. LEA agrees to participate in connection with the production of the Presentation and related materials pursuant to Paragraph 1 above. Producer shall make good faith efforts to coordinate the production schedule for filming with the LEA. LEA understands and agrees that this Agreement shall continue to apply to LEA’s future participation in the Series. LEA understands and acknowledges that Producer may cancel production of the Presentation or Series at any time, for any reason, without any obligation whatsoever to LEA. For the avoidance of doubt, ownership and all rights granted herein in the Material (as defined herein below) shall survive the expiration or termination of the Agreement.

3. Term. Producer’s access to the Property and exercise of the Producer’s Recording Rights in connection therewith and such other rights set forth in Paragraph 1 shall expire on the date that is twelve (12) months following Producer’s delivery to Paramount+ (“**Network**”) of the Presentation. Notwithstanding anything to the contrary contained herein, the Township may suspend this Agreement in accordance with Paragraph 1 above.

4. Exclusivity: Commencing as of the date hereof and continuing thereafter until the date that is six (6) months following the expiration of the term of this Agreement, LEA shall not participate in or grant access to the LEA and the Property for any other unscripted programming, in any media.

5. Ownership. As between Producer and LEA, Producer shall be and remain the sole and exclusive owner of all film, videotape, photographs and other audio, video and/or audio-video recordings or representations of the Property, LEA, LEA Personnel, third parties, or other material created by or on behalf of or at the direction of Producer for the Presentation and/or Series and any elements thereof or ancillary thereto (collectively, the “**Material**”), including, without limitation, all rights, titles and interests of every kind or nature, whether now known or hereafter devised (including, but not limited to, all copyrights, trademarks and service marks and all extensions and renewals thereof) in and to the Material in all languages throughout the universe in perpetuity, with the irrevocable right to make all uses and reuses thereof and the right to control the reproduction, exhibition and exploitation of the Material, including, without limitation, the advertising, promotion and marketing of the Material and the exhibitors and sponsors thereof, in perpetuity throughout the universe, in all languages, in any and all media, whether now known or hereafter devised, and the right to make all changes in the Material as Producer elects, in its sole discretion. Without limiting the generality of the foregoing, LEA agrees that the rights granted hereunder shall include the perpetual, irrevocable universal right of Producer and its licensees or assigns to edit, broadcast, rerun, record, publish, reproduce, use, license, print, distribute or otherwise exploit, in any manner and in any medium or forum, whether now known or hereafter devised, the Material, in whole or in part, without any further obligation to LEA (financial or otherwise). LEA further hereby acknowledges and agrees that LEA has no right or interest whatsoever in the Material. As sole owner of the Material, Producer shall be responsible and ensure said Material does not violate any federal or state laws, including but not limited to any copyrights, trademarks and service marks and all extensions and renewals thereof.

6. License. Without limiting anything to the contrary contained herein, and subject to the requirements contained in Paragraphs 1 and 5, LEA hereby grants to Producer and its successors, licensees and assigns, the royalty free, non-exclusive right to film, videotape, photograph, reproduce, record and otherwise use the Property’s and LEA’s names, trademarks, service marks, logos, and/or other materials (including, but not limited to, audio, video, and audiovisual recordings of the Program) to which Producer is afforded access, in whole or in part, in accordance with the terms of this Agreement and in connection with the production, distribution, exhibition, exploitation, promotion and advertising of the Presentation, the Series and any elements thereof or ancillary thereto and the exhibitors and sponsors thereof, in perpetuity throughout the universe, in any and all media now known or hereafter devised.

7. Consultation/Review. Producer shall have sole and absolute discretion to determine the editorial content of the Presentation and the Series and each episode thereof including, but not limited to, theme, featured events and story line, except in instances in which the LEA determines that filming a specific event, or filming in a particular location at the Property, would impair security, inhibit safety of the Property, or implicate the privacy rights of any third party to this Agreement. In furtherance of the foregoing, the LEA designates Chief James P. Abbott or his designee to screen the fine cut of the Presentation, and if applicable, the fine cut of each episode of the Series, that incorporates new (i.e., not previously exhibited) Material, for the purpose of ensuring the interests as express in this provision of the Agreement. Notwithstanding the foregoing, due to very tight production schedules in connection with the Presentation and Series and other exigencies of production, LEA agrees to review each fine cut sent to LEA immediately and return any comments to Producer within two (2) business days of LEA’s receipt of such fine cut. If Producer does not receive comments within two (2) business days in any instance, the Material in such fine cut shall be deemed approved. If LEA provides timely comments pursuant to this Paragraph 7, Producer shall meaningfully consult with LEA and make good faith efforts to address such comments.

8. Credit. Subject to Network approval and policies, Producer agrees to accord LEA a credit, on screen, in substantially the form “Special Thanks to West Orange Police Department”, in the end credits of each episode of the Series that is Produced by Producer and actually exhibited, and in which the LEA is featured and depicted. All aspects of the foregoing credit shall be determined by Producer and the Network in its sole discretion. No casual or inadvertent failure by Producer, nor any failure by Network or any other third party to accord such credit shall be deemed a breach of this Agreement by Producer. LEA’s rights in the event of a breach of this Paragraph 8 or of any covenant of this Agreement shall be limited to an action at law for damages, and in

no event shall LEA be entitled by reason of such breach, to terminate this Agreement or to enjoin or restrain the distribution, exhibition or exploitation of the Material, the Presentation, and/or the Series.

9. Confidentiality. Except as required by law, LEA will not at any time issue, authorize or participate in any news story, magazine article or other publicity or information of any kind relating to the Presentation, Series, Producer, Network, or any of their respective related or affiliated entities, or disclose any confidential information, without Producer's and/or Network's prior written consent in each case. The foregoing shall not be deemed to prohibit LEA from issuing publicity solely concerning LEA that incidentally mentions the Series, provided the same is of a non-confidential nature, and does not mention the Presentation or Series, any personnel engaged in connection therewith, Producer, or Network in an unfavorable or derogatory manner. LEA shall, at all times, keep in confidence and shall not divulge to others any secret or confidential information, knowledge or data of Producer and/or Network or relating to the Presentation and/or Series ("**Confidential Information**") unless authorized by Producer and/or Network, required by law or court order, or to LEA's officers, employees, agents and other representatives, provided any such disclosure is on a confidential basis and subject to the terms of this paragraph. Confidential Information shall not include that which is in the public domain or independently known by LEA prior to disclosure to Producer. Additionally, LEA shall have no right to use the names, trademark, logos, or trade names of Producer, Network, their respective parent, subsidiary, related, or affiliated entities, or the names or logos related to the Presentation or Series for any purpose whatsoever, including but not limited to, publicity, public relations, merchandising or self promotion purposes, without the prior written consent of Producer and/or Network in each instance. Any violation of the terms of this paragraph by LEA may be deemed by Producer to be a default of this Agreement. The covenants set forth in this paragraph shall survive the termination of the Agreement. The Producer shall not disclose the names or other pedigree information including home addresses or other personal identifiers of any victim or alleged victim of criminal activity or any person charged with or interviewed concerning any criminal activity unless the victim has given express prior written consent.

10. LEA's Representations and Warranties. LEA represents, warrants and agrees that:

(a) Subject to the adoption of an authorizing resolution by the Governing Body of the Township of West Orange, LEA has the full right, power and authority to grant Producer the rights granted to Producer hereunder, and it is not necessary for Producer to obtain the consent or permission of, or to pay any amounts to, any person, firm or corporation in order to enable Producer to enjoy the full rights to the use of the Property as described herein, except for all obligations under this Agreement and under all governing local, state and federal law;

(b) LEA is not subject to any conflicting obligation, and LEA has not made and will not hereafter make any agreement with any third party which would interfere with the rights granted to Producer hereunder or the full performance of LEA's obligations hereunder.

(c) LEA will take no action nor allow or permit or authorize any third party to take any action which might interfere with Producer's full use and quiet enjoyment of the Property in accordance with the terms hereof; and

(d) Any material furnished by LEA in connection with this Agreement shall be owned or controlled by LEA and shall not require the consent of any other person or entity for Producer to use such material in connection with the Material, Presentation, and/or Series, nor shall such material violate or infringe upon any right of any kind or nature whatsoever of any person, including, without limitation, any right of privacy or publicity.

11. Indemnity. The parties to this Agreement agree to indemnify and hold harmless the other party to this Agreement, and their respective parent, subsidiary, and affiliated companies, licensees, successors, and assigns (and their respective officers, directors, shareholders, employees, attorneys, and agents) from and against any and all claims, demands, liabilities, costs, damages, losses, judgments and expenses (including, without limitation, reasonable outside attorneys' fees and costs) arising from or in connection with any breach of any of representations, warranties or agreements set forth herein and from any negligence arising from the performance of this Agreement. Producer shall indemnify and hold harmless the Township from any claims arising from or in connection with any breach of any of representations, warranties or agreements set forth in this Agreement.

12. Remedies. In the event of any breach of this Agreement, the parties shall have the right to seek all available remedies under the applicable governing laws consistent with Paragraph 19 of this Agreement.

13. No Obligation to Proceed. Nothing herein shall impose an obligation on Producer to exercise the Recording Rights granted to Producer in Paragraph 1 above, or to develop, produce, exhibit, distribute and/or otherwise exploit the Material, the Presentation, the Series, or any part thereof.

14. Assignment. Neither party may assign this Agreement without the prior written consent of the other party to this Agreement without which shall not be withheld on an unreasonable basis. It is acknowledged and agreed that the Producer shall be entitled to freely assign this Agreement to the Network.

15. Payola/Plugola. LEA acknowledges that LEA is aware of Section 508 of the Federal Communications Act making it a criminal offense for any person in connection with the production or preparation of any television program to accept or pay any money, services or other valuable consideration for the inclusion of any "plug", reference, product identification or other matter as a part of such program unless such acceptance or payment is disclosed in the manner required by law. LEA further understands that it is the policy of Producer not to permit the acceptance or payment of such consideration and that any such acceptance or payment will be cause for immediate termination of this Agreement, except that Producers shall be obligated to comply with all requirements set forth in the West Orange Municipal Code governing filming permits, including the payment of all applicable application and license fees.

16. Waivers; Paragraph Headings. No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition hereof; nor shall any waiver of any default under this Agreement be construed as a waiver of any other default hereunder. The descriptive headings of the paragraphs of this Agreement are for convenience only and do not constitute a part of this Agreement.

17. Severability. In the event that any term or provision of this Agreement shall be held invalid by a court of competent court jurisdiction, the remainder of this Agreement shall not be affected thereby, and the parties hereto shall continue to be bound by the remaining terms hereof.

18. Notices. Any and all notices or other communications required hereunder shall be given in writing by personal delivery, overnight mail service (e.g., FedEx or UPS), or e-mail at the respective addresses above or such other addresses as are given in writing in accordance with this provision. The parties represent and warrant that they will maintain at their own cost active addresses for receipt of notices and immediately update the other party regarding any changes in such address. Notice shall be deemed given on the date sent, unless, if notice is sent by personal delivery, or e-mail after 5:00 p.m. local time on a business day it is deemed to have been sent on the next business day.

19. Governing Law. The Superior Court of New Jersey, Law Division, Essex Vicinage shall have exclusive jurisdiction to adjudicate matters arising out of or in connection with this Agreement. The Parties hereby consent to the jurisdiction of such court and waive any right they may otherwise have to challenge the appropriateness of the forum. This Agreement shall be governed exclusively by and construed exclusively in accordance with the laws of the State of New Jersey.

20. Counterparts. This Agreement may be executed by PDF or other electronic means and in counterparts, each of which shall be deemed to be an original, and all of which, taken together, shall constitute one agreement binding on both parties hereto.

21. Prior Agreements; Modification. This Agreement supersedes all prior agreements and understandings between the parties hereto, whether oral or written, pertaining to the subject matter hereof. This Agreement can only be modified by a written instrument executed by the parties hereto.

22. Authority. This agreement shall be subject to approval by the Essex County Prosecutor and any other appropriate agency.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

ACCEPTED AND AGREED

OBJECTIVE MEDIA GROUP LTD TRADING AS
PURPLE PRODUCTIONS

By: _____

Its: _____
An authorized signatory

Date: _____

TOWNSHIP OF WEST ORANGE

By: Susan McCartney, Mayor

Its: _____
An authorized signatory

Date: _____