

# UNIVERSAL TALK TELEVISION LLC

15 Penn Plaza, Grand Ballroom • New York, NY 10001 • 212-547-8478 • Fax 212-547-8454

April 1, 2009

Augustine Towonsing  
Malaysian Ghost Research  
[Augustine@malaysian-ghost-research.org](mailto:Augustine@malaysian-ghost-research.org)  
81-B, Jalan Tiong  
08000 Sungai Petani, Kedah  
West Malaysia

Re: Consent for Use of Excerpt:  
Video Clips further outlined in Exhibit B

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following and the terms set forth in Exhibit "A" and "B", when fully executed, shall constitute the understanding and agreement between you and Universal Talk Television LLC ("Producer").

1. In connection with a television series entitled MAURY™ (the "Programs"), Producer wishes to include the following in one or more Programs, including in the advertising, rebroadcasts and promotion of said segments:

*(CROSS OUT ANY OF THE FOLLOWING WHICH DO NOT APPLY.)*

An excerpt ("Excerpt") from the motion picture/television program/home video/website/personal collection of Augustine Towonsing (the "Source") and further described in the attached Exhibit "A" and "B" (if applicable) which is made part hereof.

- OR -

~~Still photographs ("Excerpt") from the motion picture/television program/ videocassette entitled: \_\_\_\_\_ (the "Source") and further described in the attached Exhibit "A" and "B" (if applicable) which is made part hereof.~~

- OR -

~~Still photographs ("Excerpt") from the publication/exhibition/collection entitled: \_\_\_\_\_ (the "Source") and further described in the attached Exhibit "A" and "B" (if applicable) which is made part hereof.~~

2. You understand that the Programs produced and any derivative works which incorporate the Excerpt(s) shall be Producers sole and absolute property for any and all purposes whatsoever in perpetuity, and Producer, its licensees, successors and assigns shall have the unlimited right throughout the universe to copyright and publish, exhibit or use said Programs or any part thereof in any manner it desires and in all media now and hereafter devised free and clear of any and all claims for royalties, residuals or other compensation. You agree to make the Excerpt(s) available to us, and you hereby consent to our non-exclusive use of the Excerpt, subject to the following terms and conditions:

3. Producer will pay you the total sum of **\$Zero** for its use of the Excerpt. You acknowledge that Producer will not be obligated to make payments to anyone as the result of our use of the Excerpt.

Producer shall have the sole right to determine the manner in which the Excerpt shall be used in the Programs and shall not be obligated to use the Excerpt or to broadcast the Programs containing the Excerpt.

4. You represent and warrant that you have the right to enter into and perform this agreement and to grant us all the rights herein granted and that the consent of no other person or entity is required to enable Producer to use the Excerpt described herein and that such use will not violate the rights of third parties. You represent and warrant that you have obtained releases from all actors and nonactors in the Excerpt granting us the right to license said Excerpt for use in the Programs. You agree to indemnify and hold harmless Producer, its parents and subsidiaries, and each of their respective agents, directors, officers, employees, its successors and assigns, and representatives from and against any and all loss, costs, damage, liability and expenses, including, without limitation, reasonable attorneys fees, arising out of any claim whatsoever which may be brought or based upon the use, distribution, telecast, exhibition or promotion of the Excerpt hereunder, including without limitation any claim whatsoever which may be brought in connection with your breach of the representations and warranties made by you herein, and all payments which may be required to be made as a result of Producer's use of the Excerpt to third party contributors to the Excerpt, including, without limitation, directors, writers and actors. You will immediately advise Producer of any claim which may be filed in connection with the use of the footage licensed hereunder, and shall, upon request, undertake the defense of any such claim.

5. You hereby reserve all rights not specifically granted herein in and to the Excerpt, and the Source from which it is derived. You shall at all times, anywhere in the world, and whether or not in competition with us, have the right to use and/or authorize the use of the Excerpt and the Source in any way you may desire.

6. Nothing contained herein shall create any association, partnership, or joint venture between us. Neither party shall represent itself as the associate, partner, or joint venture participant of the other in any way whatsoever.

7. **MEDIATION & ARBITRATION.** THE PARTIES AGREE THAT IF ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT CANNOT BE SETTLED THROUGH DIRECT DISCUSSIONS, THEY SHALL ENDEAVOR FIRST TO SETTLE THE CONTROVERSY OR CLAIM BY A MEDIATION ADMINISTERED BY JAMS UNDER ITS APPLICABLE RULES. ANY CONTROVERSY OR CLAIM, INCLUDING ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CHOICE-OF-LAW RULES OR PRINCIPLES. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, THE PARTIES AGREE THAT IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF (THE "JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE PARTIES AGREE THAT THE REMEDY FOR ANY CLAIM BROUGHT PURSUANT TO THIS AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE OR EXEMPLARY DAMAGES OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

8. This agreement merges and supersedes all prior and contemporaneous understandings and agreements (whether written or oral) between the parties regarding the subject matter hereof and may not be modified except by a writing signed by the parties hereto. This agreement is binding on and shall inure to the benefit of any successor or assignee of Producer.

Kindly confirm your agreement by signing in the space provided below.

Very truly yours,

AGREED TO AND ACCEPTED:

MAURY™ AUGUSTINE  
UNIVERSAL TALK TELEVISION LLC

TOWONSING

By: *Sally Ferrante* By  
As *Director of Media Legal*  
Title: *Director of Media Legal*

: *Augustine*  
authorized representative  
Title: Owner

**EXHIBIT "A"**

**Clips:** See Exhibit B – Clip List

**Territory:** Worldwide

**Media Exploitation:** All

**Term:** In Perpetuity

**EXHIBIT “B”**

**CLIP LIST**

Dragon Vortex