

Trained option term sheet

Subject to contract | Proposed terms for discussion

Writer: David William Bryan.

Parties	Producer: The Warthog Ltd (company no. 14900330), represented by Joseph Goldman. Registered office: Bloxham Mill, Barford Road, Bloxham, United Kingdom, OX15 4FF.
Ownership	Joseph Goldman commissioned and paid for, and owns, the existing treatment and illustrations for a proposed television series currently titled “Trained” (the “Series”). David William Bryan owns the rights in the Scripts. This term sheet is non-binding and neither party’s existing ownership is transferred by this term sheet, but subject to the terms of a long form agreement between the Parties.
Work	The Work being optioned is David William Bryan’s existing Trained scripts, consisting of the first three episodes of the Series (the “Scripts”), solely to the extent of his rights in them. Producer’s treatment and illustrations, including any material from them incorporated in the scripts, are excluded from the Writer’s grant.
Rights	Exclusive option over the Writer’s rights in the Scripts for worldwide television and streaming, including later seasons, TV sequels, spin-offs and remakes, for the copyright term, subject to payment and reversion below. The Writer retains his ungranted script rights, including stage, publishing, radio, standalone audio and feature-film rights.
Option	18 months from signature and payment of £1,500. The fee is non-refundable and credited against the purchase price. No exclusivity before payment.
Extension	One further 12 months at the Producer’s election for £2,000, payable with written notice before expiry. This fee is non-refundable and is not credited against the purchase price.
Purchase price	2.5% of the first-season production budget of the Series, subject to a £5,000-per-episode floor and £12,500-per-episode ceiling (“Exercise Fee”). Rights to be exercised on written notice for nominal fee of £1, and any further sums payable on the later of i) full financial closing of the Series, or ii) the first day of principal photography of the Series, but in any event no later than 90 days following Producer’s notice of exercise. In the event the Producer has not remitted the Exercise Fee in full 90 days from its written exercise notice, all rights in and to the Scripts shall revert to the Writer.
Later productions	Additional rights fee of 50% of the final first-season purchase price for each later season, TV sequel and first spin-off season; one third for the first season of a TV remake. Later seasons of those productions attract 50%, each payable on the same payment terms as above. In the event of any category overlap, only the highest fee applies.
Profit participation	2.5% of the Producer’s net profits. Also 2.5% of net format receipts, whether or not the Writer writes. Agree definitions and permitted deductions before signature. No unilateral dilution or unrelated-cost deductions. Format receipts exclude production financing and service fees; deduct only direct third-party sales, collection, legal/delivery costs and transaction taxes. Six-monthly accounts and payments within 90 days; annual audit right.

Trained option term sheet continued

Writing opportunity

Subject to commissioner approval and Writer's availability, the Writer has first option to be engaged as the writer of the Series, and to write all episodes of the Series, on terms to be negotiated and agreed in good faith, subject to the Writer being afforded a per episode script fee no less than the Exercise Fee above, and a further 2.5% share of the Producer's share of Net Receipts. Otherwise, or if declined or not approved, the Producer may engage another third party writer to write the scripts for the Series, and Producer shall use all reasonable efforts to engage the Writer as a creative executive producer on the Series, on terms to be negotiated in good faith, subject to a minimum EP fee of £20,000. No guaranteed commissions.

On-screen, single card, "Created and Written by David William Bryan" in the main credit titles of the Series.

Credit

In the event the Owner is engaged as the writer for the Series, "written by David William Bryan" on screen, single card, in the main credit tiles of the Series for each episode written by the Writer.

Producer control

The Producer exclusively controls development and pitching during the option, and financing, production, hiring, casting, editing and exploitation after exercise. Writer shall have a meaningful right of consultation on material creative changes, it being understood that Producer's decision is final. No commercial exploitation of the Writer's scripts before exercise without separate consent; no obligation to produce, subject to reversion.

Reversion

Unexercised script exclusivity ends at option expiry. Acquired script rights revert automatically after three years from exercise without genuine first-season filming, unless extended by agreement, subject to repayment of the Exercise Fee on or before the first day of principal photography of any future production based on the Scripts. Test/promotional shoots do not count.

Repayment of the purchase price actually received only when a subsequent production films, not as a condition of reversion. Exclude renewal/writing fees and development costs.

Protections and final contract

Rewrites do not reduce rights fees, creator fees or format participation, or remove earned profit participation. Writing-credit and royalty disputes follow the applicable agreement; undisputed sums remain payable.

Amounts exclude VAT where chargeable.