

Mark-up by Michael Antoniadis, Wed 8 Oct 2026, on David's draft. ~~Deleted text~~ struck through in red, inserted text underlined in green.

Trained option term sheet

Subject to contract | Proposed terms for discussion

Parties

Writer: David William Bryan.

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 ~~Trained~~ treatment and illustrations for a 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. ~~Identify the materials and versions in the final contract.~~ 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, ~~including~~ consisting of the first three episodes of the Series (the Scripts), solely to the extent of his rights in them. Joseph'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. ~~This gives him no rights in Joseph's treatment or illustrations. Their use requires Joseph's authorisation, any authority for the contracting Producer must be documented separately.~~

Option

~~12~~ 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

~~The higher of £20,000 or~~ 2.5% of the first-season production budget of the Series, with the budget calculation subject to a £5,000-per-episode minimum floor and £12,500-per-episode maximum ceiling ("Exercise Fee"). ~~The £20,000 overall minimum overrides the per-episode cap if higher.~~

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 it's written exercise notice, all rights in and to the Scripts shall revert to the Writer.

~~Exercise requires written notice and payment, less the £1,500 already paid, before the option expires. Use the approved budget and episode count, or a reasonable documented forecast, with upward adjustments at financial closing and final cost reconciliation; no downward clawback. A pilot payment is credited against the first season; not charged twice.~~

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. ~~Pay by filming; later increases in the reference price are payable within 30 days. In the event of any category overlap, only the highest fee applies where categories overlap.~~

Profit participation

~~2.5% of the Producer's net profits, plus a further 2.5% if the Writer is engaged to write for that production. Also 2.5% of net format receipts, whether or not the Writer writes. Apply to the Series and relevant later productions. Pay the greater entitlement on overlapping receipts, without double payment.~~

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 ~~negotiation~~ 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. on later episodes, seasons and revisions. 10 business days to respond and 20 to agree terms. Otherwise, or if declined or not approved, the Producer may engage ~~others~~ 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.

~~Writing fees~~

~~Separate from the purchase price. For each episode written, at least 2.5% of its production budget, with a £5,000 floor and £12,500 ceiling, or any higher applicable collective minimum. Existing scripts used as shooting scripts also attract this separate fee by filming.~~

~~New work is commissioned under a separate writing agreement with paid delivery stages, included drafts and separately priced extra revisions. Payment for commissioned work does not depend on greenlight or filming. Applicable repeat fees and royalties remain additional.~~

~~Creator fee~~

~~£[to agree] per produced episode, including episodes written by others and episodes of later seasons, TV sequels, spin-offs and remakes. Additional to other fees and payable by filming. Set the amount before signature:~~

Credit

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

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

~~Separate episode writing credits and appropriate source-creator credits on derivative productions, subject to binding collective credit rules. Credit obligations follow the rights, credits and creator payments do not transfer ownership of Joseph’s treatment or illustrations:~~

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 ~~Consult the Writer~~ on major material creative changes, ~~without a Writer veto 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.

Assignment

~~Transfer to a bona fide production company, broadcaster/platform, financier, distributor, partner or SPV needs no further Writer consent. Notify the Writer, the recipient must assume the Writer’s terms. The Producer remains liable unless released by the Writer, and may negotiate its own fee, credit and role without requiring continued co-production:~~

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. ~~Joseph’s treatment and illustrations remain his and never revert. Exploiting reverted scripts must respect his rights, using his treatment, illustrations or protected material from them requires his written permission:~~

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. ~~Michael to finalise definitions, budget/payment and audit mechanics, script/materials schedule, ownership paperwork and other legal terms. Proposed English law: Jamie Touche’s separate attachment must align with option expiry and reversion:~~