

PRODUCTION SERVICE AGREEMENT

This Production Service Agreement (“**Agreement**”) is made on this ____ day of _____, 2022 (“**Effective Date**”),

BY AND BETWEEN

_____, a Company duly incorporated under the provisions of the Companies Act, 2013, having its Office at, _____

GST No. _____, PAN: _____ (hereinafter referred to as “**Company**”, which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and assigns) of the **FIRST PART For Dreamzz Images Studio**;

And

_____, a sole proprietorship/ company, represented by its proprietor Mr. Tanmay Nag, having its address at _____

_____, Pan No. _____, Aadhar No. _____, GST No. _____ (hereinafter referred to as “**PC**”, which expression shall unless it be repugnant to the context or the meaning thereof mean and include its heirs, executors, administrators and permitted assigns) which expression shall unless it be repugnant to the context or the meaning thereof mean and include its heirs, executors, administrators and permitted assigns) of the **SECOND PART**;

Company and PC shall hereinafter jointly be referred to as the “**Parties**” and individually as the “**Party**.”

WHEREAS

- A. Company is *inter alia* engaged in the business of production and distribution of media and entertainment content and other related activities and also owns an OTT platform/App namely ‘EORTV or any other OTT company decides to telecast it’.
- B. PC is *inter-alia* engaged in the business of production of cinematograph films/audio visual contents and has represented to the Company that it possesses adequate skill, expertise and experience for filming and handling the production of cinematograph films/audio visual contents.
- C. Based on the representations made by PC, Company has agreed to engage PC to produce, edit, post-produce and deliver to the Company, a short cinematograph film/web-series/ Film, tentatively working titled “_____” in Hindi language, in color (“**Film**” / “**Web - series**”/ “**Project**”) on behalf of the Company on a ‘work-made for hire’ basis and at the instance of the Company, as per the basic terms specified in **Annexure 1** of this Agreement and deliver to the Company the Delivery Materials (define below) and/or otherwise implied vide the terms of this Agreement and upon which the Company shall have the absolute and unfettered rights on the Film for exploitation throughout the world in all forms of media without any limitation.
- D. Based upon the mutual covenants and promises of the Parties contained herein, and for good and valuable consideration, the adequacy of which is acknowledged by the Parties, the Parties, intending to be legally bound, are executing this Agreement and have agreed as follows.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises contained hereinafter and other good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties, intending to be bound legally, agree as follows:

1. DEFINITIONS

In this Agreement, except where the context otherwise requires, the following words and expressions shall have the following meanings:

- 1.1 **“Agreement”** shall mean this Agreement, including any schedules, annexures and exhibits attached to it or incorporated in it by reference, including any modifications made thereto by the Parties, which is evidenced in writing.
- 1.2 **“Film / Web Series”** shall have the meaning as ascribed to in Recital C hereinabove and as detailed in **Annexure 1**.
- 1.3 **“Force Majeure Event”** shall include fire, earthquake, flood, epidemic, strike, lockout, labour unrest, controversy, riot, civil disturbance, war, civil commotion, acts of God, accident/injury to any principal member of the Film crew and any other matter or cause beyond the reasonable control of the Parties hereto or for any unforeseen events not reasonably capable of being contemplated by or foreseen or forecasted or predicted or envisaged by men of ordinary prudence;
- 1.4 **“Intellectual Property”** shall mean all forms of intellectual property subsisting under the laws of India in relation to the Film and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes copyrights, rights of privacy and other forms of protected rights and any licenses and permission in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof and all applications for registration in connection with the foregoing; **“Intellectual Property Rights”** shall mean all rights arising out of or in relation to the Intellectual Property including but not limited all the distribution and exploitation rights of the Film, Underlying Rights and Assets and Derivative Rights.
- 1.5 **“Derivative Rights”** shall mean all ancillary rights, including without limitation novelization, merchandising, stage plays, and theme park rights, the rights to subsequent productions, all adaptations, all prequels, sequels, remakes in any and/or all languages of the world, animation, comic books, games and television productions and character rights in and to the Script and the Film.
- 1.6 **“Underlying Rights and Assets”** shall mean the Intellectual Property Rights and all other rights in the Film and all underlying materials and assets relating to the Film, whether or not incorporated in the Film, including (i) all literary works relating to the Film such as the Script, screenplay, dialogues, lyrics (ii) all musical works relating to the Film such as the music, songs, and sound recordings, (iii) all other creative materials relating to the Film such as videos, clips, images, pictures, photographs, (iv) any records, data, reports, analysis, and any and all other materials relating to the Film, and (v) all modes, mediums, forms and formats in which any of the above are stored, saved and collected in manner.
- 1.7 **“Production Schedule”** shall mean the pre-production, production and post-production schedule of the Film, which is annexed hereto as **Annexure 2**.
- 1.8 **“Production Budget”** shall mean a total all inclusive amount of **Rs. _____/- (Rupees only)** as approved by the Company, which shall include any and all costs for development, pre-production, production and post-production of the Film till completion and delivery of the Film to the Company, to the Company's complete satisfaction. The detailed approved Production Budget by the Company shall be as annexed hereto at **Annexure 3**.
- 1.9 **“Payment Schedule”** means the Production Budget payable by the Company to PC, which is annexed hereto as **Annexure 4**.
- 1.10 **“Script”** means the Script of the Film, which includes story, screenplay and dialogues of the Film and shall include collectively each draft thereof, narration given to the Company which is recorded, each script outline treatment, re-write and polish and the complete shooting version of the script of the Film. The Script of the Film as approved by the Company is annexed hereto as **Annexure 5**.

- 1.11 **“Production Services”** shall mean and include the production services to be rendered by PC to the Company for the Film as contained in clause 2 herein below and elsewhere in the Agreement and shall also extend to all such obligations customarily discharged by a production Company of motion pictures and/or audio-visual works in the Indian film industry.
- 1.12 **“Confidential Information”** shall mean (i) any and all information relating to the terms of this Agreement or any other communication, document or correspondence in relation to the arrangement contemplated herein, whether such information is disclosed orally, in writing, graphically or in electronic form, and whether or not specifically marked or identified as confidential (ii) the business of the Company and this Agreement including its contents, the Deliverables, footages, rushes, licensed elements, negatives, script, screenplay, storyline, engagement of key personnel, star cast, producer, budget, and other financial details, artistic content, characterization and treatment of the Film (iii) any photographs of persons working on the Film or of any matter or thing connected with the production of the Film (iv) any posters, publicity materials of the Film prior to release of such poster, publicity materials by the Company .
- 1.13 **"Delivery Materials"** shall mean the materials listed in **Annexure 6** herein as per technical specification of the Company .
- 1.14 **"Delivery Date"** shall have the meaning as ascribed to it in clause 2.1.14 below.
- 1.15 **"Essential Elements"** shall collectively mean actors, Script, Production Budget, Production Schedule, shoot locations, costumes of the actors, Director, director of photography.
- 1.16 **“Territory”** shall mean the entire universe.

2. ENGAGEMENT& SCOPE OF SERVICES

2.1. The Company has agreed to engage PC for the following Production Services:

1. The execution of pre-production, production along with Dubbing of the Film till delivery of the Film to the Company including “behind the scene” or “making of the Film” materials as per terms of this Agreement shall be the sole responsibility of PC . PC shall execute the production of the Film, edit and complete the Film in all respects in accordance with the Essential Elements as approved in writing by the Company . In the event of any deviation on the Essential Elements as approved by Company , Company shall have the option to abandon/shelve the Film and/or terminate this Agreement forthwith and PC shall not be entitled to any payment for the Film and shall refund all the monies paid to PC (if any) by the Company under this Agreement till such date.
2. It is agreed between the Parties that PC shall have the sole and full responsibility for controlling, supervising, managing and overseeing the pre-production, production along with Dubbing and shooting of the Film till completion of the Film in all respects. PC shall ensure that the final cut of the Film shall be as per the locked Script of the Film including but not limited to graphics, aesthetics, look and feel as required by the Company and within the Production Budget.
3. PC shall supervise the audition of all artist(s) proposed for performing in the Film, assembling of the crew for production, assisting and supervise the editing, mixing and dubbing of the Film, the supervision, execution and co-ordination of all pre and production activities and shall perform such other services that are reasonably required by the Company and generally performed by producers in the industry. However, all Essential Elements must be pre-approved in writing by the Company .
4. PC shall commence production of the Film on or before _____ and deliver the Film ready for release/telecast/airing to the Company on or before the Delivery Date, unless mutually agreed by the Parties, in writing (emails permitted). The duration of the Film shall be minimum

30 minutes (Excluding the opening and the end credits). If PC fails to commence the production/ shoot of the Film on or before 30 days from the signing of this Agreement then the Company shall terminate this Agreement with an immediate effect and PC shall not be entitled to any payment for the Film and shall refund all the monies paid to PC (if any) by the Company under this Agreement till such date. Further, if the duration of the final episodes submitted by the PC is lesser than the minimum Duration as mentioned herein, then the Company shall deduct the production budget as per the minutes of the content submitted by PC .

5. Company shall have final approval over all Essential Elements and over all material aspects of the production of the Film including without limitation the Production Schedule and locations. PC hereby agrees, acknowledges and confirms that the Company's decision in regards to the above and all matters relating to the Film shall be final and binding on PC. For the sake of clarity, all decisions and approvals relating to all and/or any aspects of the Film shall be solely taken by the Company .
6. Any and all music to be synched or performed including sound recordings, lyrics or musical compositions ("**Music**") in the Film shall be original. No third-party music shall be used in the Film unless expressly approved by the Company in writing. For the sake of clarity, this provision shall also be applicable to background music and theme music. Any use of Music in the Film in contravention to this clause shall be an unauthorized use ("**Unauthorized Music**") and PC shall be liable to indemnify any losses arising directly or indirectly from such Unauthorized Music.
7. All agreements of the Film/ Web series including but not limited to cast and crew of the Film, equipment providers (for camera, crane, lights and any other pre-production, production and post-production related equipment), sound technicians, art director, costume stylist, make-up artist and hair stylist, professionals, choreographer, action director, location manager, sets and prop provider, and special effects supervisor and any and all persons related to the production of the Film shall be executed by PC ("**Contributor Agreements**"). PC shall ensure that it secures an assignment of all rights including intellectual property rights arising from any such services/performances and works to be rendered/created by any authors/performers used in the Film solely in the name of the Company to ensure free and complete control over such works/performances including waiver of moral rights so as to enable the Company to exploit the rights and such works, throughout the Territory, in perpetuity, through all the Modes Mediums and Formats. PC shall ensure that the results of any contributor services/third party's services shall not infringe any copyright or other rights of any third party. Further, PC shall also incorporate a clause granting all the rights including intellectual property rights, moral rights, underlying rights and copyrights in the works created by them in favour of the Company and shall further secure a waiver of all rights as required under the Copyright Act, 1957 ("**Act**") including waiver of Section 19(4), 19A, 38B and 57 of the said Act. PC shall also ensure that the cast and crew promote the Film in their respective social media handles (i.e. facebook, twitter, Instagram etc.), as required by the Company, at no additional cost. All payments under the Contributor Agreements shall be made directly by PC, without any recourse to the Company. The Contributor Agreements shall be submitted to the Company within 15 (fifteen) days of execution thereof and/or as and when required by the Company.
8. Under the Contributor Agreements, PC shall ensure that all works and rights assigned shall also include characters developed for the Film where all Character Rights (defined below) shall include but not be limited to any unique name of the character which such author portrays in the Film, any unique mannerisms of such character, any punch lines performed by such character, the costumes specifically designed for such character etc. ("**Character Rights**").
9. PC shall ensure that all cast and crew engaged by PC for the purpose the production of the Film shall at all times be in compliance and shall provide their services as per the terms and conditions of the agreements entered into by such cast and crew with PC .PC is solely responsible and liable for the conduct of all third parties, including the lead artists engaged, and that PC shall have no recourse to the Company for any other liability or claims that arise that doesn't concern the terms of this Agreement.

10. The Company shall have the irrevocable right to call upon PC, in writing (emails permitted), to terminate the services of principal members of the Film, other members of the crew, technicians, director of photography, art director, production designer, and any other contributors of the Film. Upon receipt of such written intimation, PC shall terminate the services of the relevant member of the crew immediately. Thereafter, PC shall engage another person in replacement of the member, whose services are so terminated, with the prior written approval of the Company .
11. All in-film placements arrangements and agreements with any third party brands shall be executed by PC only upon prior written approval of the Company (“**In-Film / Webseries Agreements**”). All amounts received under any such agreements shall be adjusted against the Production Budget.
12. The Company shall pay to PC the Production Budget towards production of the Film as per Payment Schedule.
13. PC shall deliver the director’s cut of the Film/ Web series to the Company on or before _____ for Company’s approval. Upon delivery of the director’s cut, if the Company requires any change, PC shall promptly within 10 (ten) days make all those changes as required by the Company and submit the revised director’s cut to the Company for its approval. If any re-shoot is required by the Company due to deviation of any Essential Elements by PC, then such re-shoot cost shall be sole borne by PC . In the event, after the requested re-shoot, the director’s cut is not approved by the Company, the Company shall have the option of termination this Agreement.
14. In the event the director’s cut of the Film is approved by the Company, the final Film / Web-series along with all other Delivery Materials as required by the Company shall be delivered to the Company by PC within ____ days (“**Delivery Date**”). In the event PC fails/delays to deliver the Film on or before the Delivery Date, then Company shall have the right to take-over the Film and complete the post-production etc. of the Film by themselves and/or through any third party, without any objection from PC. In such circumstances, PC shall be paid the monies due to PC as per the Payment Schedule after the Company adjusting (i) all cost incurred by the Company for completion of the Film (ii) late delivery charges as per the sole discretion of the Company.
15. PC will have its production team (“**Staff**”) in place with requisite qualifications and expertise to provide the Production Services towards the Film hereunder. The consideration payable to the Staff shall be the sole responsibility of PC, without any recourse to the Company. For the sake of clarity, PC shall be solely liable to damages in case of any breach by the Staff.
16. PC shall also be responsible for procuring/arranging the lights, grip, camera, sound equipment, production deals, location permission/requisitions which shall be mutually agreed between the Parties in connection with the Film, in case of any disagreement between the Parties, the final decision shall always vest with the Company.
17. PC shall also be responsible for arrangement of all hotel and other lodging, transportation and catering services necessary in connection with the Film, including coordination and supervision of all cast and crew travel to and from all locations for the Film. PC here confirm that all expense relating to hotel, lodging, transportation and catering services is inclusive in the Production Budget.
18. It shall be the responsibility of PC to timely procure necessary immigration arrangements, work permits and other permits, consents and clearances if any, as may be required by Indian authorities and/or authorities of any other applicable country, for the personnel required in connection with the production of the Film. Further, also timely arrangement of the locations and other approvals, permits, licenses or agreements from governmental, military, public or other authorities necessary for the production of the Film and/or the film equipment, property, materials etc. that need to be imported and/or exported into or out of India and/or any

other applicable country in connection with the Film as may be reasonably possible, shall be the responsibility of PC. The copies of the approvals shall be submitted to the Company within 2 (two) days from the date of its approval. The costs of such approvals shall be part of the Production Budget.

19. PC agrees that it is the sole responsibility of PC to seek all approvals under the various rules, regulation, bye laws framed by the Government of India, laws of various states, Animal Welfare Board and/ or any other trade body in connection with the production of the Film, costs whereof shall form part of the Production Budget. The copies of the approvals shall be submitted to the Company within 2 (two) days from the date of its approval.
 20. Company shall at all times have the right to edit, alter, modify, improvise and/or inspect the rough cuts/versions of the Film or any part thereof at any time and intervals at the studios at which the Film is being produced or at any other place it deems fit and appropriate, and PC shall not object to such changes.
 21. Company shall appoint 1(one) representative on its behalf who will be present to supervise the activities during the making of the Film at all stages, cost of which shall be part of the Production Budget. Company shall have the right to send their representative to the shoot location, or such other place as the Company may require, to collect, make a copy and store all the footage recorded and stored by PC. PC shall not at any time, deny such representative of the Company access to the footage and shoot location.
 22. PC shall at all times comply with all of the instructions, directions and requests of the Company and/or any person/third party appointed by the Company. PC shall perform its Production Services conscientiously and to the full limit of its resources and capabilities whenever required by the Company.
 23. PC shall keep the Company informed of the progress of production by issuing customary daily production reports and daily call sheets to the Company documenting any delays and indicating the status of completion of the daily schedule which shall include details of the scenes shot on each date, shoot locations, attendance of the members of the crew and unit, and any other details that may be required by the Company . Further, PC shall provide weekly reports on such day and date as may be designated by the Company , regarding the status of production or post-production of the Film.
 24. PC shall not appoint any third party for the production of the Film and /or any part of the Film, and shall not assign, license, encumber, transfer or otherwise dispose of any rights in the Film or any parts thereof, in favour of any third party, association or body. Further, PC shall not enter into branding arrangements or any arrangement with third parties for any product placement or sponsorships in respect of any goods or services to be a part of the Film, or accord credits to any person in conjunction with such goods or services, without the prior written approval of the Company .
 25. PC shall not use any intellectual property which is not owned/developed/acquired by PC, for the production of the Film, without the written consent of the Company and shall ensure that it executes necessary documents for the license or assignment, as the case may be, for use of such intellectual property of any third party in relation to the Film. PC shall provide copies of such agreements to the Company promptly and in any event no later than 2 (two) days from the date of execution of such agreements.
- 2.2. PC acknowledges that it is not the producer of the Film / Webseries and thereby not the author of a cinematograph film as defined under Section 2(d) of the Copyright Act, 1957 or any equivalent provision thereof.
 - 2.3. PC hereby agrees that all Intellectual Property Rights, distribution rights, exploitation rights, marketing rights, etc., of the Film solely vests with the Company by virtue of Clause 4 hereto and PC shall not

be entitled to exploit / distribute or market the same in any manner whatsoever. The first release/tel-ecast date of the Film shall be decided by the Company . All exploitation rights of the Film shall be solely exploited by the Company and any and all revenues arising from the same shall be collected by the Company and shall be to the sole account of the Company for the entire Territory and in perpetuity.

- 2.4. All creative decisions with respect to the marketing, publicity and advertising material including but not limited to advertising plans and strategies for the marketing of the Film, choice of marketing design agency, PR agency, promo cutting agency, digital agency shall be solely decided by the Company , at all times. Parties hereby agrees that any and/or all cost for publicity, advertisement, promotion, marketing and distribution of the Film including fee for submitting the Film in film festivals shall be incurred by the Company as per its sole discretion and shall not form part of the Production Budget.
- 2.5. PC shall diligently take all necessary measures to ensure the safety of all the artists/crew, any people accompanying them and the crew including but not limited to ensuring that there is always atleast 1 (one) paramedic and ambulance, first-aid kit, adequate number of fire extinguishers, trained and statutorily approved trainers and technicians/experts are always available/present in the location/sets. PC understands that, in the absence of an unconditional consent/waiver by the participant/contestant/artist and in case of any negligence, PC shall be solely responsible for any mishap, loss, theft, burglary, destruction or any other cause of loss, damage, fine, injury or loss of limb or life.
- 2.6. PC shall diligently take all necessary measures to ensure the safety of all the artists/crew, any people accompanying them and the crew members in general and also with respect to Covid- 19 including but not limited to ensuring that there is always a first-aid kit, hand sanitiser, masks, infrared thermometers for monitoring body temperature and other required equipment are presented in the location/sets. PC shall also ensure that proper hygiene is maintained, sanitization practice is followed, social distancing is practiced and other guidelines as and when issued or updated by the Ministry, state or central government and other Authorities are followed as required to be safe from Covid- 19 in the location/sets during the production of the Film. PC understand that, in the absence of an unconditional consent/waiver by the participant/contestant/artist and in case of any negligence, PC shall be solely responsible for any mishap, penalty or fine imposed by police authorities or Government or any other cause of loss, medical expenses, damage, fine, injury or loss of limb or life. Further the Company shall not be liable to pay any extra amount other than the Production Budget and shall not be held responsible under any circumstances of whatsoever nature for any damages, penalties, legal actions, loss of life etc due to negligence of any guidelines, rules and regulations or required precautions for Covid- 19 by PC and the individuals present at the location or set.
- 2.7. PC shall obtain and maintain that all necessary insurance including but not limited to comprehensive insurance policy for the sets including equipments/ lights/infrastructure etc., and for its unit/crew members/employees/consultant/authors/contributors/artist/actor (considering the risks that might be involved in the production of the Film or delivery of the Film / Webseries/ Project) to cover any claims against the Film and/or PC and/or the Company , arising from the production or the broadcast of the Film at all times, till the release of the Film/ Web-series or Project.
- 2.8. PC undertakes not to spend any amount over and above the Production Budget to complete the pre-production, production, post-production of the Film till delivery of the Film, to the complete satisfaction of the Company . In case of any over-spend, such over-spend amount shall be sole funded by PC , without any recourse to the Company . All the social media promotion cost by PC and/or cast and crew of the Film shall be part of the Production Budget and no additional payments shall be made by the Company .
- 2.9. Any subsidies, rebates and/or discounts including any movable items received either in actual cash and/or in kind from any source whatsoever including from any country, tourism board, governments, governmental agencies or any barter deals/discounts/any cash amounts from any third parties for production of the Film, Web series or Project shall be adjusted against the Production Budget of the Film, Web series or project. MSME company related laws are not applicable on this agreement which is irrecoverably agreed by PC .
- 2.10. All items purchased for the Film/ Web series , or project including but not limited to equipment, set material, properties and costumes, office equipment etc., shall be the property of the Company and

PC shall ensure not to dispose of any of the items, without prior written approval of the Company . All such items shall be handed over to the Company along with the Delivery Materials. Company may require PC to submit, the list of all set within 7 (seven) days from the date of production of the Film. Company shall have the right to audit the books and records of PC relating to the Film and shall have the right to call for and PC shall have the obligation to provide, within 5 (five) days of the Company's written request (emails permitted), photocopies of all bills, invoices, documents etc. relating to the construction of the set and if originals are required by the insurance Company then PC shall provide the same.

- 2.11. PC shall ensure that the production of the Film is undertaken with the highest production standards suitable for worldwide airing, and that the Film is produced and edited to incorporate all materials relating to the Film, including packaging and such other related materials, and when delivered to the Company is ready for release worldwide;
- 2.12. Creative Controls: The Parties agree and acknowledge that the right of all approvals including the final approval of any and all creative elements of the Film, including the marketing and promotional materials created in respect of the Film, product placements and brand integrations, and all other creative matters relating to the Film, shall at all times vest with the Company . PC shall be responsible for undertaking and supervising the entire production of the Film to ensure that the Film is produced and delivered to the Company in accordance with the terms of this Agreement, and to the satisfaction of the Company .
- 2.13. Exclusivity: PC shall not render services, directly or indirectly, in respect of any film, to any other production house, or any entity that owns or operates a television Company , satellite channel, digital platform, or is engaged in developing and producing audio visual content/cinematograph films for any purpose whatsoever, wherein the storyline, contents or concept of such film or any part thereof, is/are similar to the storyline, contents and concept of the Film, including the Script, storyline, concept, characters or a colourable variant of the Film.
- 2.14. In event the Company requires PC to produce, shoot and deliver any additional content which was not agreed between the Parties to be shot before commencement of the shooting of the Film (“**Additional Content**”), the Company shall intimate PC in writing (emails permitted) of the same. Upon receipt of such written communication from the Company by the PC and PC shall commence to produce, execute, shoot and deliver such Additional Content (either stand alone and/or as a part of the Film) on the mutually agreed timelines in writing /as per the timelines decided by the Company (emails permitted). All costs and expenses relating to production of the Additional Content shall be borne by the Company (at actual) subject to the same being pre-approved by the Company in writing (emails permitted).
- 2.15. PC shall ensures and agrees that the personal identifiable data of all the crew members collected/used during this course of engagement would lie in its possession and would be the sole responsibility of the PC .

3. FEE

- 3.1. The fee for providing the Production Services by PC as per terms of this Agreement, shall be included in the Production Budget of the Film (“**Producer Fee**”).
- 3.2. PC agrees that the Fee contemplated in this Agreement is adequate/sufficient for all the Services and obligations undertaken and all assignments granted and/or agreed to by PC hereunder and the Company will not be required to pay any fee, monies, revenues, royalties other than what is contemplated above. For sake of clarity, it is mentioned herein that any and all revenues arising from the exploitation of Film shall be collected by the Company and shall be to the sole account of the Company for the entire Territory and in perpetuity. Each Party shall pay its respective statutory taxes, duties and levies and comply with its respective statutory obligations. All saving in the Production Budget shall be to the sole account of the Company .
- 3.3. All payments to be made by the Company pursuant to this Agreement shall be made by the Company , against valid invoices raised by PC , within 45 (Forty Five) working days from the date on which such payment becomes due and payable to PC , provided PC has submitted to the Company the relevant invoices along with all other documents including but not limited to No-Dues NOC and Character NOCs from cast and crew members, as may be required by the Company for processing

such payments, in advance and at least 45 (Forty five) working days prior to the date on which payments are due.

- 3.4. All invoices raised by PC shall be in compliance with all applicable laws, including GST. All payments to be made by the Company to PC shall be subject to applicable withholding and other taxes as per applicable laws.

4. OWNERSHIP OF RIGHTS

1. The Production Services rendered by PC hereunder shall at all times constitute and shall be deemed to constitute works-made-for-hire /commissioned works developed at the instance of the Company in accordance with the Copyright Act, 1957 under a 'contract of service' as per Section 17 (b) and (c) of the Copyright Act, 1957 and the Company shall be the first and exclusive owner of all rights including but not limited to Intellectual Property Rights and copyright in the result of the Production Services for all purposes, for the entire Territory and in perpetuity. Company, as first and exclusive owner, shall have the sole and exclusive right to exercise all rights comprised in copyright in the result of the Production Services in accordance with Section 14 (1) (d) of the Copyright Act, 1957 or any other equivalent provision thereof.
2. Without prejudice to aforesaid, PC hereby unconditionally and irrevocably assigns all rights including but not limited to Intellectual Property Rights and copyright in the result, proceeds and products of Production Services that will be rendered by PC in favor of the Company, for the entire Territory and in perpetuity and PC agrees and acknowledges and makes all necessary declarations confirming the aforesaid. Such assignment shall operate for all the modes, media and formats of exploitation in respect of the result of the Production Services and PC hereby expressly acknowledges the sufficiency of the Fee towards the assignment of the rights for exploitation of the result of the Production Services on all the Modes, Media and Formats of exploitation as mentioned in **Annexure 7** herein. It is agreed by the Parties that provision of Section 19(4) and 19A of the Copyright Act, 1957 shall have no application or effect on the terms of this Agreement.
3. To the extent that the assignment of Intellectual Property Rights, copyright, products, proceeds and results from the Production Services in relation to future modes, media, formats, technology, or delivery system of exploitation is not held valid by operation of law in any part of the Territory, notwithstanding the assignment of Intellectual Property Rights, copyright, and results from the Production Services in favor of the Company, PC hereby also grants an irrevocable, unconditional, exclusive, sub-licensable, perpetual right for the entire term of the copyright to the Company and for the Territory, to exploit all assigned Intellectual Property Rights, copyright, and results from the Production Services rendered by PC or parts thereof, in any new mode or medium which is not in existence or in commercial use as on the date of this Agreement, in lieu of the Fee paid to PC under this Agreement.
4. Without prejudice to the generality of the foregoing, the Company may add or delete, use and/or alter in any way and/or cut, transpose, adapt and/or translate into all languages and change the result of the Production Services and/or combine the whole or any part of the same with any other literary, dramatic or musical to any extent and in any manner as the Company may desire in its sole discretion.
5. Without prejudice to the generality of the foregoing, the Company may add or delete, use and/or alter in any way and/or cut, transpose, adapt and/or translate into all languages and change the Film and/or combine the whole or any part of the same with any other program, cinematograph film, sound recording, literary, dramatic or musical to any extent and in any manner as the Company may desire in its sole discretion.
6. PC hereby undertakes to do any and all acts and execute, any and all documents in such manner and at such locations as may be reasonably required by the Company in its sole discretion in order to secure, protect, perfect or enforce any of the rights of the Company pursuant to this Agreement.
7. PC hereby irrevocably and unconditionally waives all moral rights or any other similar benefits to which PC is presently entitled to in relation to the Film and pursuant to any law in force or which may accrue to PC under a similar doctrine, principle or law, to the extent permitted by such doctrine, principle or law.

8. PC agrees that, in the event the Film is not produced or communicated to the public by the Company for any reason, all Intellectual Property Rights in respect of the Film and parts thereof shall continue to vest solely and absolutely with the Company .
9. Notwithstanding anything mentioned in this Agreement, all Intellectual Property Rights in the Script and all the rough drafts shall vest solely and exclusively with the Company .
10. Company shall have complete freedom and authority to edit, alter and modify the Film and the works and also insert commercial advertisements in the Film including the right to use portions of visuals and audio of the Film and works in conjunction with any other program/film and/or for the promotion of the Film.
11. The obligations set out in this Clause 4 shall survive the termination of the Agreement.
12. It is agreed between the PC and the final invoice will be raised by the PC.

5. DELIVERABLES

- 5.1. PC undertakes and agrees to deliver to the Company the Delivery Materials relating to the Film on or before the Delivery Date. PC agrees that they shall not claim the data drive in which the said deliverables are stored and submitted to the Company after 3 months from the date of the Delivery.
- 5.2. Prior to delivery of the Delivery Materials to the Company , PC shall ensure that the Delivery Materials, telecast masters, sound recordings, and all other materials relating to the Film are stored in a safe and secure manner. PC shall ensure all protective measures are taken to protect all rough cuts/unedited prints and all other prints of the Film from pilferage, theft or piracy of any sort that may occur at the time of recording/shooting/ storing/removing/processing the Film and its negatives/prints or of the songs/sound recordings/sound track/songs video/s in the recording studio. PC shall ensure all protective measures are taken to protect the Film from pilferage, theft or piracy of any sort, prior to delivery of the Film to the Company . PC shall further ensure that no data with respect to rough or final cut or any other material directly or indirectly to film is deleted, compromised or corrupted before the final release of the film. In any case, if necessary, such deletion shall only happen after obtaining a written approval from the Company (mails allowed).
- 5.3. PC shall at all-time keep complete, accurate and detailed books and records pertaining to the utilization of the Production Budget amounts as per the terms of this Agreement towards the production of the Film with all the supporting and related documentation in this regard including but not limited to all invoices, vouchers, receipts, and other records evidencing all receipts, expenses, charges, cost statements, etc. and taxes incurred in the Film's production up to final delivery of the Delivery Material which must be furnished to the Company as and when requested by the Company and in any event along with the delivery of the Delivery Materials of the Film.
- 5.4. PC warrants that the Film will be of highest technical quality or as per the technical specification of the Company . Company would check all the telecast masters for technical quality and if they are technically rejected by the Company , the same would be sent to PC for necessary corrections and other related charges would be borne by PC . PC further warrants that the telecast masters would be corrected and sent to the Company at PC's cost. Company retains the right to re-check such telecast masters for technical quality after such corrections. If the telecast masters are rectified by the Company , the cost for the same will be borne by PC .

6. CREDITS

- 6.1. Subject to the fulfilment of the Services and obligations of PC in accordance with the terms and conditions of this Agreement, PC shall be accorded appropriate credit in the Film as "Co Produced by _____" or as per the internal policies of the Company , at the sole discretion of the Company . PC agrees that the decisions relating to the finalization of the credit titles and the title scroll shall at all times be the sole prerogative of the Company . Further, in case of termination of the Agreement, for any breach committed by PC , the Company shall not be liable to accord any credit to PC .

- 6.2. Each Party shall strictly comply with all requirements and stipulations of the other Party relating to the use of the respective Party's logo and other intellectual property owned or licensed for use.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. PC hereby represents and warrants to the Company that:
- 7.1.1. PC has the capacity and authority to execute this Agreement. PC is not subject to any conflicting obligation or disability under any other Agreement which will prevent or interfere with the due execution and performance of the Production Services and obligations under this Agreement;
- 7.1.2. PC shall render the Production Services to the best of the skill and ability, in accordance with the Production Schedule the Script and shall do everything in such capacity to ensure performances from all artistes engaged for the Film, of quality suitable for international exploitation;
- 7.1.3. The Film shall be original, neither the Film nor any portion thereof shall violate or infringe upon the copyright, trade mark or trade name of any third party, and it shall not be blasphemous, obscene, libellous, defamatory or infringe the copyright or other rights of any person in any manner whatsoever.
- 7.1.4. PC is not subject to any pending litigation, disputes, claims, demands and/or notices of any nature which can prejudice its performance under this Agreement or prejudice the interest of the Company or any of its group Companies.
- 7.1.5. Except for the Production Budget as set forth herein, there are no further payments required to be made by the Company, either now or later to PC for the Film.
- 7.1.6. Company shall be fully entitled to exploit the Film on all the platforms and/or channels at all times, throughout the world for perpetuity. The Company shall also be fully entitled to assign the Film to any third party, without any hindrance from PC.
- 7.1.7. The Film / Web-series shall be produced in strict conformity with the directions and/or requirements of the Company and shall be in strict conformity with the Essential Elements, the Delivery Date, the promotion and publicity material, as required the Company. The Film has not been, and PC shall not permit the Film to be, exploited or otherwise used by itself or anyone else.
- 7.1.8. PC shall deliver the Film and all the Delivery Material to the Company free and clear of all recording synchronisation, mechanical and/or distribution fees or payments of whatever nature and all fees relating to all personnel facilities, equipment or otherwise in connection with the production of the Film shall have been paid for in full by PC on or before delivery.
- 7.1.9. PC shall ensure that the Film shall not be demeaning to any community or religion or individual and shall not contain any remarks/ statements concerning any person alive or deceased.
- 7.1.10. There is no litigation or any other restraining development, legal or otherwise in and against the Film, its constituents and PC, pending or threatened against, which may, in any manner, encumber or create impediments in carrying out the provisions of this Agreement and in smooth and uninterrupted enjoyment of the rights by the Company and/or its legal assignees.
- 7.1.11. Company shall not be liable for any unfulfilled obligations and liabilities of PC towards any person whatsoever, or under law in relation to the said Film and its constituents and PC declares that it shall alone be liable for the statutory and otherwise compliances with regard to the overall production of the said Film.
- 7.1.12. PC shall be liable to observe and comply with all industrial norms while engaging service providers. Any disputes arising from production of the Film with any of the industry associations/societies to which PC is a member or its affiliate associations shall be timely resolved by PC without involving the Company in any manner. Similarly, any trade union or other issues arising from the production of the Film shall also be resolved by PC without involving the Company in any manner. It shall be

the duty of PC to ensure that the production of the Film is not interrupted in any manner due to such disputes, unless prior intimated to the Company .

- 7.1.13. PC shall be responsible and liable for any and all claims for damages or any liabilities (civil or criminal) arising out of or related to the production of the Film which are attributable to the PC and the Company shall not be responsible or liable for the same in any manner whatsoever.
- 7.1.14. The rights in all material used in the said Film itself as well as the video tapes, negatives and prints thereof and all rights therein, will be free and clear of all encumbrances of every kind, nature and character whatsoever, and that the Company's rights with respect thereto which are granted pursuant to this Agreement will be free, indefeasible and unencumbered.
- 7.1.15. By virtue of this Agreement no right, title or interest in or to the Film or any other rights will vest in PC . Consequently, PC shall not be entitled to grant or assign and will not grant or assign to or create in favour of any person, corporation, association or other entity, any right, title or interest in or to the Film or any other rights of the Film.
- 7.1.16. PC shall ensure the principal star cast of the Film and the Director is available for publicity and promotion of the Film.
- 7.1.17. PC has not entered into any other agreement in respect of the Film which conflict with the terms of this Agreement. The Film has been/ shall be produced in compliance with all applicable laws.
- 7.1.18. PC shall at no time create any charge, lien on and/or hypothecate the Film and/or any/all materials in relation thereto for any purpose which will affect the rights of the Company under this Agreement.
- 7.1.19. The material used by PC for the Film shall be of first class condition and of first class technical quality suitable for international commercial exhibition;
- 7.1.20. No public screening of the Film or any portion thereof shall be undertaken by PC nor shall PC make available to any third party, any part or whole of the Film without prior written consent of the Company .
- 7.1.21. PC shall not use or refer to, or authorise the use of or reference to any the Company's names, logos, trade names or trademarks including without limitation, the names of any of the programming services of the Company , or those of any of its associate companies in any manner without prior written permission from the Company .
- 7.1.22. PC represents and warrants that neither PC and/or any person(s) engaged by PC and/or its entourage shall engage in any activities that shall be in contravention to the provisions of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 in any manner whatsoever during the term of the Agreement.
- 7.1.23. PC hereby agrees that neither PC and/or any person(s) engaged by PC and/or its entourage shall engage in any fights, arguments, misconduct, misbehaviour, and/or use any inappropriate language etc. within themselves and/or against any person during the pre-production, production and Dubbing of the Film. PC agrees and acknowledges that PC shall be solely responsible and liable for the consequences of any such differences, arguments, fights, misbehaviour, misconduct etc. by and/or between the persons engaged by PC including their entourage and PC hereby confirms that Company shall not be held responsible and liable for any such consequences as mentioned herein above.
- 7.1.24. PC further hereby agrees that PC will not seek (1) to challenge, through the courts, administrative governmental bodies In any tribunal, private organisations, or in any other manner the rights of the Company to exploit the Film and underlying works by any means whatsoever, or (2) to thwart, hinder or subvert the intent of the grants and conveyances herein to the Company and/or its assignees and/or the collection by the Company of any proceeds relating to the rights conveyed hereunder, or (3) to challenge the sufficiency of the Fee as agreed under this Agreement, before a court, tribunal etc.

- 7.1.25. Notwithstanding anything mentioned in this Agreement, PC specifically acknowledges and agrees that the engagement of Production Services under this Agreement shall not in any way constitute or be deemed to constitute an obligation of an undertaking by the Company to produce the Film or use the Production Services in the Film, or to advertise, promote or in any way exploit the same and the failure of the Company to do so or to exploit the Film or abandonment of the Film shall not give rise to any claim by PC including but not limited to a claim for alleged loss of professional standing or opportunity to enhance PC 's professional standing or reputation.
- 7.1.26. PC shall protect, indemnify and keep harmless the Company and its successors, licensees, assigns, agents, representatives, and affiliates from and against any and all claims, demands, causes of action, obligations, liability, loss, damage, costs, and expenses (including reasonable attorneys' fees), incurred or sustained by reason of its misconduct or arising out of any breach or alleged breach of any of the warranties, representations, obligations or in connection with the willful negligence and any act of omission of PC in exercising its rights and obligations under this Agreement including infringement of copyright/rights of any third party.
- 7.1.27. PC agrees to transfer the rights / benefits conferred in future, arising out of this engagement to the company due change in the law time being in force without any consideration.
- 7.1.28. PC agrees to extend its support (pre and post release) to the company for any legal issues arising due to the Web-series. Expenses incurred during this course has to be borne by the PC.
- 7.1.29. After production phase of the Web-series and post company approval, PC agrees to delete the Web-series content from all the media storage in its custody.

8. CONFIDENTIALITY

- 8.1. PC shall keep secure and keep strictly confidential all Confidential Information relating to the Company that comes in its possession or control as a result of the arrangement contemplated under this Agreement, and shall not disclose any Confidential Information to any third person whatsoever, except if any such disclosure is required by a judicial or other governmental order, provided that the PC shall provide the Company a written notice prior to such disclosure to enable the Company to seek appropriate remedy against such disclosure. Further, PC hereby acknowledges and agree that the PC shall not, without the Company's prior written approval, in any manner, by any media (including, without limitation, by television, radio, newspaper or interactive media such as Facebook, Instagram, Twitter or any other interactive social network or personal blog) or at any time issue or authorise the issuance of any news stories or publicity relating to the Film and/or Confidential Information and/or PC's engagement hereunder to the Company or any information, data, documents, creative elements, technological processes or other materials of any kind or nature in any way related to the development and/or production by the Company (including, without limitation, the Film and the screenplay, underlying literary material, characters, themes, plots, designs, artwork and locations thereof) from any source or for any reasons, including without limitation, as acquired by PC in the course of the performance of PC's obligations under this Agreement. In the event of breach of this obligation by the PC, and/or any unauthorised disclosure by PC of any information relating to the Company or the Film or the PC's services for the Film, which in the opinion of the Company is through disclosure on any social media platform or other source, the Company shall be entitled to forthwith terminate the PC's engagement hereunder and the provisions of Clause 9.3 shall apply. PC shall not make any posters and publicity material of the Film, without the prior written approval of the Company. No images, videos, bloopers etc of the Film at any stage shall be taken or uploaded by PC, cast and crew of the Film or any third party associated with them without the prior written approval of the Company. In addition, the PC shall be liable to pay an additional amount of INR 25,00,000/- (Rupees Twenty Five Lakh Only) to the Company, as the case may be, as liquidated damages.
- 8.2. It is expressly clarified that PC shall not make (directly or indirectly) any public statement or press statement or provide any interviews in connection with the Confidential Information without the prior written approval of the Company.
- 8.3. PC shall use reasonable efforts to ensure that access to Confidential Information is limited to those employees or other authorized representatives who need to know such Confidential Information in connection with their work related to this Agreement.

9. TERM AND TERMINATION

- 9.1. **Term:** This Agreement shall come into force from the Effective Date and shall continue to be in force and binding on the Parties until expiry of 6 (six) months from the first release/telecast of the

Film (“**Term**”). However, the assignment of all rights including but not limited to Intellectual Property Rights and copyright as the result, proceeds and products of Production Services rendered by PC in favor of the Company shall be valid and subsisting in perpetuity.

9.2. **Events of termination**

- 9.2.1. Company shall be entitled to terminate this Agreement without assigning any reason whatsoever and/or upon breach committed by PC of any of the Production Services, representations, warranties and obligations and failure to remedy the same within 7 (seven) days of receipt of a written notice from the Company ;

9.3. **Consequences of Termination**

- 9.3.1. Upon termination of this Agreement, PC shall handover the Film to the Company “as is where is” basis including all Confidential Information, Deliverables, materials and all other properties, documents, accounts etc. whatsoever which PC may have in its possession or under its control relating to the Film immediately upon termination without any demur or protest.
- 9.3.2. In case of termination of this Agreement, for any uncured breach on the part of PC , without limiting any other rights under law or equity available to the Company , PC shall refund all advance sums paid to PC by the Company under this Agreement till such date of termination, within 10 (ten) days from the date of such termination along with an interest calculated at the rate of 18% p.a. The aforesaid refund of the advances sums by PC shall not limited the Company’s right to recover actual damages, if any, in an action at law.
- 9.3.3. Notwithstanding any contained herein, at the Company’s option, if after approval of the director's cut of the Film by the Company , the final Film along with all other Delivery Materials as required by the Company is not delivered to the Company by PC within the Delivery Date, then Company shall have the option to terminate this Agreement or Company shall have the option to take-over the Film and reshoot (as per the sole discretion of the Company), complete the post-production etc. of the Film by themselves and/or through any third party, without any objection from PC . If the Company terminates under this clause, then clause 9.3.2 and 9.3.3 shall apply. However, if Company takes over the Film then in such circumstances, PC shall be paid the monies due to PC as per the Payment Schedule after the Company adjusting (i) all cost incurred by the Company for completion of the Film (ii) late delivery charges as per the sole discretion of the Company .
- 9.3.4. Termination of this Agreement shall not affect the Company’s ownership or enjoyment of the Intellectual Property Rights in and in relation to the Production Services and works, and all or any other rights and/or benefits granted to the Company under Clause 4 of this Agreement or elsewhere mentioned in this Agreement. Further, PC shall not be entitled in any credit in the Film or otherwise as mentioned in clause 6 herein above.
- 9.3.5. PC hereby acknowledges and agrees that the rights and remedies of the Company provided for in this Agreement are cumulative and no one of them shall be deemed to be exclusive of the others or of any rights or remedies allowed by law or available to the Company under law and/or in equity.
- 9.3.6. Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof shall survive the termination of this Agreement.

10. **FORCE MAJEURE**

Neither Party shall be considered liable for the non-performance of any of their obligations set forth in this Agreement when the non-performance thereof has been caused due to an event or a combination of Force Majeure Event. The Party having any such cause shall promptly but no later than seven (7) days thereof, notify the other Parties in writing of the nature of such cause and the expected delay. The affected party shall have the right to suspend this Agreement and all of its obligations, upon written notice to the other, during all periods that a Force Majeure Event is in effect. Such suspension shall continue for such additional period of time required to resume production of the Film. Notwithstanding anything contained herein, in the event the Force Majeure Event continues for continuous 30 days, the Company shall have the right to terminate this Agreement immediately and on such termination the consequences of termination as mentioned in clause 9.3 shall apply.

11. GOVERNING LAW AND JURISDICTION

- 11.1. This Agreement has been executed and delivered in and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of India.
- 11.2. The Courts in Mumbai shall have exclusive jurisdiction to hear and settle any dispute and other matters arising from and out of the provisions of this Agreement.

12. MISCELLANEOUS

- 12.1. **Notices:** All notices required to be served under this Agreement shall be in writing and may be served by personal delivery, courier or registered post at their addresses set out in this Agreement or by e-mails as set out below.

E-mail of Company :

E-mail of PC:

All notices, demands, requests or any other document shall be deemed to be delivered, on the date and time of delivery, when delivered by hand; on the third working day, when delivered by courier or registered post, and at the time of delivery recorded in the sender's system when delivered by email. The Parties may, from time to time, change their respective addresses provided for in this Agreement by giving to the other Party not less than 3 (three) days prior written notice.

- 12.2. **Remedies:** PC shall not be entitled by reason of any breach or repudiation to rescind or interfere, inhibit, enjoin, injunct or restrain the marketing, distribution or exploitation of the Film or any other uses of the material created, produced and distributed hereunder.
- 12.3. **Parties to Act with Due Diligence and in Good Faith:** The Parties hereto shall dutifully perform all covenants of this Agreement in letter and spirit and shall otherwise act with due diligence and in good faith.
- 12.4. **Relationship of Parties:** This Agreement is entered into between the Parties on a principal to principal basis and nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency between any of the Parties hereto and none of them shall have any authority to bind the other in any way.
- 12.5. **Waiver:** The failure of any Party to enforce at any time any of the provisions of this Agreement shall not be construed to be a waiver of such right, power, privilege or remedy or as a waiver of any preceding or succeeding breach by the other party to this Agreement nor shall any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of such or any other right, power, privilege or remedy provided in this Agreement all of which are several and cumulative and are not exclusive of each other or of any other rights or remedies otherwise available to a Party at law or in contract.
- 12.6. **Entire Agreement and Amendments:** This Agreement, together with all agreements and documents executed contemporaneously with it or referred to in it, constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter. No change, modification, or termination of any of the terms, provisions, or conditions of this Agreement shall be effective unless made in writing and signed or initialed by the both the Parties.
- 12.7. **Severability:** In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally be contained in this Agreement. Notwithstanding the above, in the event of any such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.
- 12.8. **Counterparts:** This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument.

- 12.9. **Assignment:**PC shall not be entitled to assign any of its rights, liabilities or obligations under this Agreement to any third party, without the prior written consent of the Company . However, the Company shall have unfettered rights to assign this Agreement (partially and/or wholly), its rights, liabilities or obligations under this Agreement to any third party(ies), as it deems fit.
- 12.10. **Incorporation of Annexures:** The Annexures identified in this Agreement are incorporated herein by reference and made a part hereof.
- 12.11. **Stamp Duty:** Stamp Duty on this Agreement shall be equally borne by the Parties.

IN WITNESS WHERE OF THE PARTIES HERETO HAVE HEREINTO SET THEIR RESPECTIVE SIGNATURES ON THE DAY AND YEAR FIRST HEREINABOVE WRITTEN

SIGNED AND DELIVERED
by the within named “Company ”

SIGNED AND DELIVERED
by the within named “PC”

Authorised Signatory

In the presence of:

Witness

Authorised Signatory

In the presence of:

Witness

ANNEXURE 1
BASIC TERMS/ DETAILS OF THE FILM

Title of the Film	
Duration of the Film	
Language of the Film (original)	
Genre	
Director	
Star cast	
Director of Photography	
Music Director	
Lyricist	
Singer	
Location	

ANNEXURE 2
PRODUCTION SCHEDULE

**ANNEXURE 3
PRODUCTION BUDGET**

/- (Final Amount) for

**ANNEXURE 4
PAYMENT SCHEDULE**

The Production Budget shall be payable in the following, subject to receipt of valid invoices as asked by the company and after telecast of all episodes of the series:

- (i) Production Budget shall be payable after 2 months of , clearance of QC and submission of the Film, NOC's, Confirmation letters of all the Artists and technicians along with all other deliverables as required by the Company

**ANNEXURE 5
SCRIPT**

**ANNEXURE 6
DELIVERY MATERIALS**

- All shooting footage
- Episode line up
- Final Approved Line up - project file
- Final Edited Copy - Original Mode
- Final Edited Copy - Family Mode
- Introduction Teaser
- Trailer
- Character promo
- Dubbing original file
- Music wav file
- Final songs with 16 track with final version divided in to 10 sec, 15 sec, 30 sec, 1 min and full song length
- 5.1 & Stereo mixing files
- Master all open files
- Dubbed mix files
- Original DI mix copy
- Any other required format as required by the platform
- Making Footage
- Making Photos
- Synopsis
- Episodic synopsis
- Any other things as asked by the company
- Detail list will be shared to PC on later date on email

ANNEXURE 7

MODES, MEDIA AND FORMATS

“**Modes, Media and Formats**” of exploitation of the Film (i.e. making copies, distributing, exhibiting, communicating to public, renting, selling etc.), as a result of the Production Services, in all or any formats including but not limited to the following and for the Territory and in perpetuity, viz.:

- (i) in print, 35 mm, 70 mm IMAX, 4K digital and all other sizes/formats of cinematograph film formats or digital video equivalents, photographs or digital equivalents, audio in any formats;
- (ii) digital or analog modes, via satellite, internet, cable, wireless networks (Wireless LANs, WIFI, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. Exploitation of Works may involve, utilise or employ Fixed Line Narrowband (Dialup, ISDN etc.), Fixed Line Broadband (DSL, ADSL, SDSL etc.), Cable and Hybrid Fibre (DOCSIS, FTTC etc.), Fibre Optic (FTTH, FTTP, FTTB etc.), Powerline Communications etc., Wireless Broadband (Fixed Wireless Access, (WIFI , WiMAX etc.), Mobile Broadband (3G, 4G, 5G etc.), Satellite etc. and thus includes GSM (2G), Mobile Broadband 2G, GPRS, 2.5G, Edge, 3G, WCDMA, EvDO, HSPA, HSPA+, 3.5G, 4G, 4G LTE, WiMAX, LTE Advanced, IMT-Advanced, WiMAX Release 2, Mobile WiMAX, 5G and future versions or in any other way utilising radio spectrum bands, including without limitation, 700 MHz (TBA for 5G), 800 MHz, 900 MHz, 1800MHz, 1900 MHz, 2100 MHz, 2.6 GHz, 3.4 GHz and 3.5 GHz.
- (iii) These shall include linear transmission/re-transmission/unicast/ broadcast/streaming/download/cache etc. of Works via terrestrial (digital, analog, digital handheld etc.), satellite television, MMDS, SMATV, DTH, IPTV (wired, wireless, over 4G LTE etc.), DBS, cable television (analog/digital), mobile telecommunications and broadcasting technologies, internet, other closed networks or open networks, SSL, whether or not through xDSL (DSL, ADSL, etc.), etc., digital TV (including DBV-H, DBV-T etc.) on demand (NVOD, SVOD, TVOD, AVOD, PPV etc.) whether free, pay or premium pay & shall include Free TV, Pay TV and Premium Pay TV, offline viewing etc.
- (iv) DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videogram Rights, Embodying Rights, VHS, music cassettes, CDs, Blue Ray Discs, VCDs and DVDs, Discs, Diskettes, optical storage devices, other storage devices and/or any similar devices. Downloads, Streaming or other kind of data packet transfer technology via internet, LAN, WAN, Satellite or other means for Download to Rent and Download to hire platforms, On Demand through Streaming.
- (v) Television (including Smart TVs and other future variants), computing devices, handheld and/or wearable devices (mobile phones, tablets, notepads, digital and smart watches etc.), exploitation through Personal Video Players (PVPs), Personal Video Recorder, Digital Video Recorder, AirPlay, Miracast, WiDi, Chrome cast, DLNA Certified Devices, Digital TV, Optical Disc Burner or recorders or equivalent memory stick cartridges, Semi-Conductor chips in both standard and hi definition formats, Versatile Digital Discs, Optical Disc, Laser Disc, Video compact disc, Compact Disc, Disc players, Blue Ray, Personal computers, Set-top based games that are played in conjunction with a DVD, HD-DVD, HD, or any other mode of Video together with audio/songs (Audio/Video) and the visuals accompanying them in the Film (alone or in conjunction with audio/songs and visuals accompanying the audio and songs of other programs/film(s)), Interactive television, Interactive Media, Telephone, Electric wires, Wireless, Chip, Satellite, DTH, DSL, ADSL, VDSL, SSL, DBS, Free download, Pay downloads in part or full, Animation, games, Reel, VHS, Video Cyberspace, Video Internet, Mobile, Computer hard drives, RAM devices (e.g. “Flash” or “Memory Stick” cards), any kinds of optical/digital storage devices, Personal digital assistants (“PDAs”), Personal entertainment devices (“PEDs”), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, applications, mobile rights, call back tones, ring back tones, music soundtrack and publishing rights, all rights in relation to exploitation and distribution of the music rights including digital rights and publishing rights, merchandising rights.
- (vi) Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms, Embodying in any manner in any storage medium, VHS and such other rights), Download to Own, Download to Rent, commercial video, Internet multimedia, communication to public within aircrafts, Railways, Ships, boats, vessels, surface transport and hotel and commercial establishment rights, all music/audio rights in connection with and/or in relation to the audio visual material and/or musical work of the Film containing all songs, to be produced or reproduced in the format of music cassettes, CDs, Blue rays, VCDs and DVDs and/or any optical storage devices or other kinds of digital or other kind of storage devices. Conversion and/or production and/or transmission in any format including but not limited to SD (standard definition), HD (High Definition), 4K, 2Dimensional, 3Dimensional, 4Dimensional or any other multidimensional, holographic or other formats.

- (vii) To produce, distribute and exploit prequels, sequels, versions, time-quels, remakes, games, characters, cartoons, adaptations, mobisodes, webisodes, audio summaries, dialogue bites, plays, dramatic works, books & novels, television series, spin off series, web-series and other adaptations including but not limited to events etc.
- (viii) Using any digital television broadcast standards including (i) Telecom including eMBMS Mobile Broadcast Multicast Service (e for evolved i.e. on LTE) (ii) Terrestrial including 1 seg (One Segment) - Mobile TV system on ISDB-T, ATSC-M/H (ATSC, Mobile/Handheld), DAB-IP (Digital Audio Broadcast), T-DMB (Terrestrial Digital Multimedia Broadcast), DMB-T/H, DVB-H (Digital Video Broadcasting - Handheld), DVB-T (Digital Video Broadcasting - Terrestrial), DVB-T2 and DVB-T2 Lite, iMB (Integrated Mobile Broadcast, 3GPP MBMS), ISDB-Tmm (Integrated Services Digital Broadcasting - Terrestrial Mobile Multimedia) and MediaFLO (iii) DVB-SH (Digital Video Broadcasting - Satellite for Handhelds) and S-DMB (Satellite Digital Multimedia Broadcast)
- (ix) for virtual reality, augmented reality, mixed reality or any other kinds of reality technology for delivery and viewing through any other modes mediums, platforms or devices.
- (x) All modes, media and formats of exploitation: (i) in existence now in any part of the world/universe, (ii) in existence now in any part of the world/universe but not in commercial use on the date of execution hereof, and (iii) as may be invented in the future.