

## TERMS OF AGREEMENT

AGREEMENT made and entered into at Mumbai this \_\_\_\_\_

BETWEEN

(1) M/s \_\_\_\_\_  
\_\_\_\_\_ hereinafter referred to as the PRODUCER (which expression shall unless it be repugnant to the context or meaning thereof be deemed to include their heirs, executors, administrators and assigns)

AND

(2) Ms. \_\_\_\_\_ having his address at \_\_\_\_\_

\_\_\_\_\_ hereinafter called the , Story Development ,Screenplay, Dialogues (which expression shall unless repugnant to the context of meaning there of be deemed to mean and include his respective heirs, executors and administrators) of the OTHER PART

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES FOR TENTATIVELY TITLED PROJECT YOU COMPLETE ME HERETO AS UNDER:-

1.The Producers have hereby engaged SCRIPT WRITER to work in their Film/ Web series as the SCRIPT WRITER hereinafter referred to as SCRIPT WRITER, subject however to the prudent and faithful observance and performance of all the terms and conditions herein referred to and irrevocably agree to abide by and fulfill the same.

2.The SCRIPT WRITER's work will start on the signing of this Agreement and will end by the Censor and/or any subsequent shooting and/or dubbing thereafter owing to any directive from the Censor Authorities and release of the Film / Web series and/or for any betterment of the Film /Web series herein referred to as Term.

3.The SCRIPT WRITER agrees warrants and undertakes to perform his work as above in mentioned in the Film/ Webseries for the remuneration herein set out in detail and has now irrevocably agreed to grant and do hereby grant and allot the dates for the shoot of the Film/ Webseries. All and any dates are required for the shooting, and/or any other activity shall be informed to the SCRIPT WRITER in due course of time and he agrees to accommodate dates as required by the Producers on urgent priority basis. In case the Producers are not able to complete his work within the allotted dates owing to any force like an Act of God, an Act/Accident of Sovereign, Govt. sanction, War, Riot, Trade embargo, Blockage, Bandh, Failure or Interruption by/in Utility Service, Labour dispute, illness/breach of contract by any essential personnel inclement weather etc. and/or for any other reason, the SCRIPT WRITER shall allot more dates as essentially required by the Producers. The above confirmation is irrevocable

#### 4. INTELLECTUAL PROPERTY RIGHTS:

a) All results and proceeds of every kind of the services rendered by Script Writer in connection with the Film / Web series or contributed by Script Writer which in any way relate to the Film / Web

series or to the material on which the Film / Web series will be based (collectively, "Material / work"), are and shall be deemed to be "works made for hire" for Producer. Accordingly, Producer is and shall be considered the author and, at all stages of completion, the sole and exclusive owner of the Material and all right, title and interest therein (the "Rights").

b) The Rights shall include without limitation all copyrights, neighboring rights, language rights, moral rights and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material worldwide in perpetuity in all media, markets and languages and in any manner now known or hereafter devised.

c) Script Writer hereby agrees, confirms, and warrants that he shall have no right, title, interest, or other claim whatsoever over the Project and the entirety of the copyright over the Film / Web series or the work generated as a result of the Project shall vest with the Producer in perpetuity [Universal].

d) The Script Writer hereby specifically assigns, for the consideration received under the Agreement, the entirety of any right that may accrue to him in respect of the Project under the provisions of the Copyrights Act, 1957 or any other applicable law.

e) The Script Writer shall not, directly or indirectly, do or cause to be done any act, which in any way infringes upon or prejudices in any manner the Producer's exclusive copyright over the Project.

f) Script Writer will, upon Producer's reasonable request, execute, acknowledge, and deliver to Producer any and all documents Producer may deem necessary to evidence and effectuate all or any of Producer's rights under this agreement.

g) Script Writer hereby irrevocably appoints Producer as attorney-in-fact with full power to execute, acknowledge, deliver, and record in the respective Copyright office or elsewhere any and all such documents.

h) Script Writer hereby waives off any rights he / she may be entitled to under Section 19 (4) of the Copyrights Act, 1957.

#### 5. WARRANTIES: Script Writer represents and warrants:

i) That Script Writer is free to enter into this agreement, and is not subject to any conflicting obligations or and disability which will or might interfere with the execution and performance of this agreement by Producer.

j) Script Writer has not made, and will not make, any grant or assignment which will or might conflict with or impair the complete and quiet enjoyment of Producer's rights hereunder; that during the entire term hereof, during such period or periods as it may be lawful for Producer to require Script Writer so to do, Script Writer shall be responsible for payment to all the assistants engaged and shall indemnify the production Producer for any damages or any claims arising thereof due to the acts by the said assistants.

k) That it is specifically hereby agreed and confirmed by the Script Writer that in case his services along with the assistants are required for any purpose even after its certification, Script Writer hereby agrees to work for the same without any extra remuneration over and above what is being agreed herein above. For the services rendered, the credit titles (exclusion or inclusion), co- sharing decisions, finalizations of title scroll etc are the prerogative / sole discretion of the producer, for which Script Writer hereby agrees and confirms.

l) Script Writer will indemnify Producer against any and all liability, damages, costs and expenses, including reasonable outside attorneys' fees, arising out of any breach of the foregoing representations and warranties or for writing any defamation material or for invading the privacy of any person.

m) Script Writer agrees to comply with all requirements, directions and requests, and with all reasonable rules and regulations made by Producer in connection with the conduct of its business; to render services hereunder whenever and wherever Producer shall require in a competent, conscientious and professional manner, and as instructed by Producer in all matters, including those involving artistic taste and judgment.

n) It is agreed that Script Writer I'd require shall ensure presence and active constructive participation during the shoots, at the locations / overnight locations, dates and at the times specified in the Schedule(s) forwarded by the producer / director from time to time.

o) In the event that Script Writer is not present to offer the Services as per the Schedule without the prior written permission of Producer in this regard, then without prejudice to Producer's have the right to terminate the Agreement and with-hold the payments thereon. The Script Writer will be liable for any damages that the Producer incurs due to his absence.

p) Script Writer shall not enter into any agreement / arrangements with any third party which will prevent/ restrict the Script Writer from performing the terms and conditions of this Agreement up to the Producer satisfaction.

q) The Script Writer agrees and confirms that he shall as and when called upon by the Producer attend all the functions, stage shows and other events whatsoever organized by the Producer during the period of this agreement for the promotion of the Film / Web series in which the Script Writer has rendered his services.

r) He/She shall ensure full compliance with applicable law in India or in the country where the Services are being rendered;

s) He/She shall obtain all necessary passport, visas, work permits or other similar documentation and membership of any trade union, labour or professional organization or guild and all other matters, if necessary, to enable the Producer to make use of the Services of the Script Writer. Any claims raised upon the Script Writer by any third party or any trade union, organizations, associations, guild etc shall be dealt by the Script Writer and the Script Writer hereby undertakes to keep the Producer indemnified at all time against any such claims raised upon him.

## 6. ASSIGNMENT:

Producer may assign this agreement or furnish Script Writer's services to as it may deem fit. The Script Writer cannot assign this agreement. This Agreement shall only be Assignable without restriction by the Producer.

## 7. CONFIDENTIALITY & PUBLICITY:

a) The Script Writer hereby undertakes not to disclose, reveal or make public except with the prior written consent of the Producer, any information whatsoever concerning the production of the Film / Web series and the Services to be rendered hereunder including any financial information relating to the Film / Web series, the business of the Producer and this Agreement including its contents and keep strictly secret and confidential the script, artistic content, characterization and treatment of the Film / Web series, save and except for promotion of the Film / Web series approved by the Producer. Further, the Script Writer shall not keep or take or publish any record written or otherwise relating to the Film / Web series or any photographs of persons working on the Film / Web series or of any matter or thing connected with the production of the Film / Web series.

b) It is expressly clarified that the Script Writer shall not make any public statement or press statement or provide any interviews in connection with the above or commit any act which may prejudice or damage the successful Production of the Film / Web series or the reputation of the Producer without the prior written approval of the Producer;

8. It is mutually agreed between the parties hereto that the PRODUCER shall pay 90 days after the submission and approval of the script .

Rs. \_\_\_\_\_ will be paid for story development and dialogue.

9. The PRODUCERS are, and shall be the perpetual, uninterrupted, unrestricted and unfettered Author, the First Owner and the Producer of the said work and all and any perpetual Rights comprising copyrights contained in the said works in the Film / Webseries without any limitation thereto and/or let, claim or control from the SCRIPT WRITER and/or any one on his behalf. In consideration of the remuneration herein mentioned, the SCRIPT WRITER irrevocably agrees to and do hereby irretrievably relinquishes, surrenders and releases unto the Producer all and any right, power, privilege and entitlements including but not limited to Copyrights, Performance Rights, Merchandising, Rights, Dubbing Rights and all and any related rights in his performance and the work contained in the Film /Webseries to which he is and/or will be entitled to presently and/or in future under The Copyright Act, 1957 and any amendments thereto and/or any equivalent statute.

10. Incase of outdoor shooting, if the SCRIPT WRITER is required to stay overnight, he shall be provided with to and fro tickets with Boarding and Lodging as available at the Producers discretion.

11. THE ESSENCE of this agreement is the SCRIPT WRITER continued, sincere, industrious, and faithful observance and performance of her undertakings on allotted dates and requisite input and involvement in creating a quality Film /Webseries and therefore, her responsibilities include proper allotment of time for a smooth execution of the work undertaken by him to give a fair commitment and adequate devotion and priority to the film/ Webseries and making himself essentially available for his requisite personal presence from time to time till the end and any failure thereof shall automatically rendered this agreement voidable at the PRODUCERS option as this Agreement does not sanction delegation and/or proxy. In case the SCRIPT WRITER does not honor the dates or does not report for work or does unsatisfactory work he will be liable to pay damages to the PRODUCERS. If the SCRIPT WRITER does not fulfill the essence of the Agreement the PRODUCERS shall have the right to terminate the agreement and SCRIPT WRITER will refund the amount received

12. Each Party shall keep the terms and conditions (other than the existence and duration) of this Agreement confidential and shall not disclose that information Neither Party shall provide to any third party any information concerning the financial terms of this Agreement or the methods employed in the business of the other Party.

13. This agreement is entered into on the SCRIPT WRITER representation that there is no dispute nor any claim pending or threatened against the SCRIPT WRITER .

14. The SCRIPT WRITER will make himself available for the dubbing of dialogues as per the dubbing schedule developed by the PRODUCERS at the dubbing studio identified by the PRODUCERS. The said dubbing schedule shall be excluding the shooting days. Time is the essence of the contract and the SCRIPT WRITER shall be responsible for such breach of time inclusive of the services as provided herein

15. The dates of the SCRIPT WRITER as above stand exclusively allotted in favor of the Producers on an uninterrupted basis and The PRODUCERS, at their own sole discretion, though not obligatory on their part, may relinquish any date/dates, if in the opinion of PRODUCERS. The SCRIPT WRITER is not required for shooting and/or otherwise for the PRODUCERS convenience in mutual interest.

16. The SCRIPT WRITER agrees that the PRODUCERS shall have full creative and technical control in the Feature Film /Webseries and the SCRIPT WRITER shall have no contribution towards the creative or technical part of the Feature Film /Webseries

17. The SCRIPT WRITER agrees that the script, screenplay, dialogues and all other creative inputs may be subject to change at the sole discretion of the PRODUCERS alone and the SCRIPT WRITER shall be bound to accept such changes.

18. The burden and benefits guaranteed herein, shall under no circumstances be read intended, conceived, performed, fulfilled, observed and interpreted in isolation but all of which are several and cumulative and are not exclusive of each other and are intended that this is reward for work voluntarily undertaken to be executed by the SCRIPT WRITER to the full satisfaction of the PRODUCERS and/or their agents without any negligence, let or hindrance.

19. The SCRIPT WRITER irrevocably agrees to abide by the remuneration agreed herein and warrant and undertake that he shall not demand any increase in the remuneration come what may and the remuneration mentioned herein shall be full and final and shall not be open to any review, and the same shall be payable subject however, to the faithful performance of the agreed provisions herein contained by the SCRIPT WRITER in its entirety.

20. The SCRIPT WRITER shall always extend a whole hearted and unreserved cooperation to the Directors and the Unit Staff.

21. The SCRIPT WRITER hereby agrees and confirms that the services, the credit titles (exclusion or inclusion), co- sharing author's decisions, finalizations of title scroll etc. rendered by the SCRIPT WRITER are prerogative / sole discretion of the PRODUCERS alone.

22. The SCRIPT WRITER hereby agrees to indemnify and keep the PRODUCERS fully indemnified at all times from and against all actions, proceedings, claims, demand, costs, awards and demands howsoever arising directly or indirectly as a result of any misrepresentation, breach, indifference, failure and/or non-performance of any of the undertakings by the SCRIPT WRITER.

23. The PRODUCERS shall be entitled to assign the benefit and the burden of the Agreement in whole or in part any time at their discretion whereas the SCRIPT WRITER shall not be entitled to assign the benefits in favor of any party.

24. NOTICE:

Any notice and other communications provided for in this Agreement shall be in writing and shall be first transmitted by e-mail, telex, cable or, facsimile transmission, and then confirmed by postage, prepaid registered airmail or by internationally recognized courier service, in the manner as elected by the Party giving such notice to the addresses given in this agreement. Any change thereof will be informed forthwith by the parties concerned.

25. MODIFICATION/ AMENDMENT:

No change or modification of this Agreement shall be valid unless the same shall be in writing and signed by the Parties.

26. INCOME TAX:

The Script Writer shall be liable to pay income tax and/or other statutory taxes on all the amounts payable to him and for other legal formalities from time to time under the terms of this agreement.

However, the Producer shall deduct tax at source as required by the Income Tax Act and/or any mandatory taxes promulgated from time to time.

**27. FORCE MAJEURE:**

Neither party shall be liable to the other for any failure of performance hereunder which is due to a so-called act of God, accident, earthquake, fire, lockout, terrorism, strike or other official labour dispute, union problem, war, curfew, riot or civil commotion, not within the reasonable control of the defaulting party.

**28. 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.

**29. PARTNERSHIP:**

None of the provisions of this Agreement shall be deemed to constitute a partnership between the Parties and no Party shall have the authority to bind or shall be deemed to be the agent of the other in any manner.

**30. SEVERABILITY:**

If any provision of this Agreement is adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement, or its validity or enforceability, and the unenforceable provision shall be performed to the extent valid and enforceable.

**31. COUNTERPARTS:**

This Agreement may be executed in any number of counterparts or duplicates, each of which shall be an original, but such counterparts or duplicates shall together constitute one and the same Agreement.

**32. FURTHER DOCUMENTS:**

The Parties agree to execute any additional documents that may be required or desirable to fully effectuate the purposes and intent of this Agreement, or to carry out the obligations of the parties hereunder, provided that they are not inconsistent with the provisions of this Agreement.

**33. DISCLOSURE BY PARTIES:**

The Parties hereto state and affirm that they have, prior to and at the time of entering into this Agreement, made full disclosure of all material circumstances and information known to it respecting the subject matter of the Agreement and transaction which would be likely to influence the conduct or decision of the other Party.

**34. NO WAIVER:**

Save and except as expressly provided in this Agreement, no exercise, failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy.

**35. WAIVER OF RIGHTS:**

The Script Writer expressly waives any rights which can be exercised by virtue of membership with any association or guild such as payment of any fees etc. As such the Script Writer agrees that the Remuneration contemplated in this Agreement is adequate/ sufficient and the Producers will not be required to pay any remuneration other than what is contemplated above. Further the Script Writer will not approach any association for the settlement of disputes arising out of this Agreement other than by arbitration as contemplated herein.

**36. ARBITRATION:**

Any disputes or differences arising out of or pertaining to this Agreement, shall first be resolved by the parties through negotiations, failing which such disputes / differences shall be referred to a sole Arbitrator in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be held in Mumbai language for Arbitration shall be English. The Award passed by the Arbitrator/s in pursuance of such Arbitration proceedings shall be binding upon parties hereto.

**37. JURISDICTION:**

Any disputes/differences not being the subject matter of such Arbitration proceedings shall be subject to the exclusive jurisdiction of the Courts of Mumbai only. Script Writer acknowledges that the Producer shall expend time, effort and money in producing the Show and in the event there is any default/negligence on the part of the Script Writer, the same shall cause irreparable harm/injury to the Producer. The Script Writer acknowledges that therefore, in addition to their other rights under this Agreement and under any applicable law, the Producer shall be entitled to injunctive and other equitable relief to prevent or curtail any actual or threatened breach by the Script Writer of the provisions of this Agreement. The Script Writer agrees that she/he shall not be entitled to any injunctive and other equitable relief on the said Show the only remedy available under Law to the Script Writer is the remedy to claim for damages.

**38. ENTIRE AGREEMENT:**

This Agreement represents the entire agreement between the parties hereto with regard to the subject matter hereof and supersedes and cancels all prior agreement, arrangements or understandings whether written or oral between the parties hereto.

39. The SCRIPT WRITER confirms that except the benefits specified herein in Clause no. 8 i.e. the Remuneration due subject to the performance and observance of other terms and conditions hereto, the SCRIPT WRITER shall not be entitled to any benefit whatsoever.

40. The PRODUCERS shall have the right to dub the said Feature Film /Webseries to any other language or use its portions as stock shots and the SCRIPT WRITER shall not have any right to claim extra remuneration or royalty other than what is paid/payable to him as mentioned under this Agreement.

41. The SCRIPT WRITER shall not reveal or make public any information in respect of the script, screenplay, dialogue or any other literary or creative inputs or the terms of this agreement or the business of the PRODUCERS and such other reasons nor shall the SCRIPT WRITER make any public statement or press statement in connection with any of the foregoing without prior written consent of the PRODUCERS.

42. The PRODUCERS shall be entitled to Rights including but not limited to all copyrights, neighboring rights, language rights, trademarks and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material worldwide in perpetuity in all media, markets and languages and in any manner now known or hereafter devised. The SCRIPT WRITER hereby assigns and transfers to the PRODUCERS the Rights and, in connection therewith, any and all right, title and

interest of the SCRIPT WRITER in the Feature Film /Webseries and any other works now or hereafter created containing the Material in respect of the Feature Film/ Webseries.

43. If any dispute shall arise between the parties hereto the same shall be referred for adjudication to the arbitration subject to the provisions of the Indian Arbitration Act, 1996 or any statutory modification or re-enactment thereof for the time being in force and the decision shall be binding on the parties or their legal representatives.

IN WITNESS WHEREOF THE PARTIES HAVE UNTO SET AND SUBSCRIBED THEIR RESPECTIVE HANDS AND SEAL THE DAY AND YEAR HEREIN ABOVE WRITTEN.

SIGNED AND DELIVERED BY THE WITHIN  
NAMED PRODUCER

M/s

IN THE PRESENCE OF

SIGNED AND DELIVERED

SCRIPT WRITER  
IN THE PRESENCE OF