CERTIFICATE FROM NON-INDEPENDENT DIRECTOR

Date:

To

The Board of Directors,
Sunshine Pictures Limited
A -102, 1st Floor, Bharat Ark Azad Nagar,
Veera Desai Road, Andheri (W),
Mumbai 400053, Maharashtra, India

GYR Capital Advisors Private Limited
428, Gala Empire,
Near JB Tower Drive in Road,
Ahmedabad, Thaltej,
Gujarat, India, 380054

(GYR Capital Advisors Private Limited, referred to as the "**Book Running Lead Manager**" or "**BRLM**")

Re: Proposed initial public offering of equity shares of face value of ₹ 10 each (the "Equity Shares") of Sushine Pictures Limited (the "Company") comprising a fresh issue of the Equity Shares by the Company (the "Fresh Issue") and an offer for sale of Equity Shares by certain existing shareholders of the Company (the "Offer for Sale", and together with the Fresh Issue, the "Offer")

1. I, Shefali Vipul Shah, hereby give my consent to my name being included in relation to the Offer in the Draft Red Herring Prospectus, the Red Herring Prospectus, the Prospectus and any other document/ presentation in relation to the Offer.

2. I am eligible and was validly appointed as a director of the Company on July 14, 2007 under applicable laws and am not otherwise disqualified as on the date of this certificate for acting as a director of a public limited company under the provisions of the Companies Act, 2013 (including the provisions of Section 164(2) of the Companies Act, 2013) and the Companies (Appointment and Qualification of Directors) Rules, 2014, ("**Rule/s**") and other rules and regulations made thereunder, each as amended.

3. I certify the information in respect of me, attached as **Annexure I**.

4. I confirm that I am not a fugitive economic offender as defined under the Fugitive Economic Offenders Act, 2018.

5. I confirm that other than as mentioned in the Form MBP-1 dated September 20, 2024 issued by me, I do not hold a directorship in any other company / partnerships, proprietorships or position as trustees in any other concern / firm / venture in India or overseas.

6. I confirm that the Director Identification Number ("**DIN**") allotted to me is 01367101. I do not hold and have not held multiple DINs in the I further confirm that I have not held any other DIN in the past. I have completed KYC requirements and made filings in respect of myself in Form DIR-3-KYC with the relevant Registrar of Companies. I confirm that my DIN has not been marked with / as 'Director of ACTIVE non-compliant company'.

7. I confirm that, I am not and have not in the past been a director of any company which has, while I was a director of such company, been suspended from being traded on any of the stock exchanges in India in the five years preceding the date of filing of the DRHP of the Company with SEBI.

   For the purpose of this undertaking, the term "suspended company" shall mean a listed company whose shares are suspended from trading by the relevant stock exchange on account of non-compliance with listing requirements.

8. Except as stated below, I am not and have not been a director on any company whose shares have been delisted from any stock exchange in India while I was director of such company.

Sr. No.	Particulars	Details
1.	Name of the company	Nil
2.	Name of the stock exchange(s) on which the company was listed	Nil
3.	Date of delisting on stock exchanges	Nil
4.	Whether delisting was compulsory or voluntary	Nil
5.	Reasons for delisting	Nil
6.	Whether the company has been relisted	Nil
7.	Date of relisting on [give name of stock exchange]	Nil
8.	Term of directorship (along with relevant dates) in the above company	Nil

9. I am not a whole-time director or promoter or person(s) responsible for ensuring compliance with the securities laws, as applicable of any company which has been delisted under Chapter V of the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2009, as amended or the Securities and Exchange Board of India (Delisting of Equity Shares) Regulations, 2021, as amended.

10. Except as stated below, I do not hold any Equity Shares of the Company or any warrants, employee stock options or other convertible instruments in the Company as of the date of this certificate.

Number of Share	% of the Paid – up Share Capital
65,87,134	25.00

11. I do not hold any equity shares in any subsidiary or associate company of the Company as of the date of this certificate.

12. Except as disclosed below, none of my relatives or entities in which I am associated as promoter, director, partner, proprietor or trustee, hold any Equity Shares, warrants, employee stock options or other convertible instruments in the Company as of the date of this certificate:

Name of the Relatives or Entities	Number of Shares	% of the Paid – up Share Capital
Vipul Amrutlal Shah	76,54,994	29.05
Aryaman Vipul Shah	60,51,920	22.97
Maurya Vipul Shah	60,51,920	22.97
Shobha Shetty	214	Negligible
Sudhakar Shetty	214	Negligible
MAVS Trust	2140	Negligible

13. Except as stated below, neither I nor my relatives, have purchased, sold or financed the purchase by any other person, directly or indirectly, of any securities of the Company, during the six months immediately preceding the filing of the DRHP:

Transferor	Transferee	Date	Number of Securities	Price per Security
Vipul Amrutlal Shah	Aryaman Vipul Shah	August 13, 2024	30,780	NA
Vipul Amrutlal Shah	Maurya Vipul Shah	August 13, 2024	30,780	NA
Vipul Amrutlal Shah	Shefali Vipul Shah	August 13, 2024	21,381	NA
Vipul Amrutlal Shah	Sudhakar Shesu Shetty	August 13, 2024	1	NA
Vipul Amrutlal Shah	Shobha Sudhakar Shetty	August 13, 2024	1	NA
Vipul Amrutlal Shah	Anilaben Amrutlal Shah	August 13, 2024	1	NA
Vipul Amrutlal Shah	MAVS Trust	December 24, 2024	10	NA
Aryaman Vipul Shah	Vipul Amrutlal Shah	December 24, 2024	2,500	400

Transferor	Transferee	Date	Number of Securities	Price per Security
Maurya Vipul Shah	Vipul Amrutlal Shah	December 24, 2024	2,500	400

14. I confirm that, there are no financing arrangements whereby I or any of my relatives have financed the purchase by any other person of securities of the Company other than in the normal course of the business of the financing entity during the period of six months immediately preceding the date of filing the DRHP.

15. I have no interest in the appointment of any Book Running Lead Manager, underwriters, registrars, bankers to the offer or any other intermediary or service provider to the Offer.

16. [I am not interested in the promotion or formation of the Company or its subsidiaries.] Further, neither I, nor any company or firm in which I am interested as a member, have been paid any consideration in cash or shares or otherwise or agreed to be paid by any person either to induce me to become, or to help me qualify as a director, or otherwise for services rendered by me or by the company or firm in which I am interested, for the promotion or formation of the Company.

17. there are no transactions relating to the property completed within the two preceding years, in which I have / had any interest either as a director or proposed director at the time of the transaction.

18. Neither I nor any of my relatives are interested in the Company, directly or indirectly, including in any property acquired or proposed to be acquired of the Company or by the Company, except as follows:

19. I am not related to and do not have any relationship with any of the entities from whom the Company has acquired land in the last five years or from whom the Company proposes to acquire land:

20. I confirm that, other than receiving the proceeds from the sale of 10,05,800 Equity Shares held by me in the Offer], I will not receive any portion of the proceeds of the Offer and and there are no material existing or anticipated transactions in relation to utilisation of the offer proceeds [or project cost] entered into or be entered into with me:

21. I am not a director of more than twenty companies, nor am I a director of more than ten public companies, (including private companies that are either holding or subsidiary company of a public company). I am not a member in more than ten committees or acting as a chairman of more than five committees across all listed entities in which I am a director, in terms of Regulation 26(1) of the Securities Exchange Board of India (Listing Obligations and Disclosure Requirements), 2015 ("**SEBI Listing Regulations**").

22. I do not serve as a whole time director or managing director of any listed entity.

23. I do not serve as a director in more than seven listed companies (including the Company).

24. I have no interest in the Company:

- except to the extent of (i) remuneration of ₹Nil million and ₹20.00 million paid to me in the last fiscal and current fiscal, respectively (including contingent or deferred compensation accrued for the year) by the Company, and (ii) remuneration of ₹Nil million paid to me in the last fiscal (including contingent or deferred compensation accrued for the year) by DeNovo Hospitality Private Limited and Force Production LLP and normal fees payable to me for attending meetings of the board of directors or any committee thereof and normal reimbursement of any traveling and other incidental expenses];
- Except to the extent of my or my relatives' shareholding, warrants, employee stock options or other convertible instruments in the Company as of the date of this certificate, as disclosed below:

Name of the Relatives	Relation	Number of Shares	% of the Paid – up Share Capital
Vipul Amrutlal Shah	Husband	76,54,994	29.05
Aryaman Vipul Shah	Son	60,51,920	22.97
Maurya Vipul Shah	Son	60,51,920	22.97

Shobha Shetty	Mother	214	Negligible
Sudhakar Shetty	Father	214	Negligible

- except to the extent of the shareholding (including convertible securities) of the associates, companies, firms and trusts in which I am interested as director, member, partner and/or trustee, and to the extent of benefits arising out of such shareholding, details of which are disclosed below;

Name of the Relatives	Relation	Number of Shares	% of the Paid – up Share Capital
MAVS Trust	Trust	2,140	0.008%

- except in relation to the transactions with the Company mentioned below:

	Particulars	Period	Amount
1	Professional Fees	FY 24-25	Rs.2,20,00,000
2	Whole Time Director	FY 24-25 wef 20th September 2024	Rs.1,20,00,000 per annum plus perquisites as per letter of appointment

25. I confirm that the Company has not made any payment or reimbursement of expenses other than the normal remuneration and reimbursement, dividend and sitting fees as are applicable to me.

26. The remuneration paid to me in Fiscal 2024 by the Company (on a standalone basis) is as follows: Nil

27. Except as disclosed below, there is no arrangement or understanding with major shareholders, customers, suppliers or others, pursuant to which I was appointed as a director of the Company. Nil

28. Except as disclosed below, I have not entered into any service contracts or arrangement with the Company providing for benefits upon termination of employment. Nil

29. Except as disclosed below, I have not entered into any agreement, either on my own or on behalf of any other person, with any shareholder or any third party with regard to compensation or profit sharing in connection with dealings in the securities of the Company. Nil

30. Except as disclosed below, I am not a party to any bonus or profit-sharing plan of the Company. Nil

31. Except as stated below, I am not directly or indirectly interested in any transaction in acquisition of land, construction of building and supply of machinery, or any other contract, agreement or arrangement entered into by the Company and no payments have been made in respect of these contracts, agreements or arrangements or are proposed to be made: *Nil*

32. Except as stated below, there are no other companies, firms, trusts or other ventures in which I am involved or interested as a promoter, director, member, partner, proprietor and/or trustee that are in the same line of activity or business as the Company. Nil

33. I confirm that I am not a promoter or a director of a listed company where the depositories have frozen the entire shareholding of the promoter and promoter group due to non-compliance with minimum public shareholding requirements as specified in rules 19(2) and 19A of the Securities Contracts (Regulation) Rules, 1957 ("**SCRR**") in the manner as specified by the SEBI from time to time.

34. Except as stated below, neither I nor any of my relatives are a beneficiary of or interested in any outstanding loan or advance given by the Company to any person or company, nor have we granted any loan or advance to the Company. Nil

35. Except as stated below, I am not related to any other director or key managerial personnel of the Company.

Name	Relation
Vipul Amrutlal Shah	Husband
Aryaman Vipul Shah	Son
Maurya Vipul Shah	Son

36. I have not entered, and shall not enter, into any buyback arrangements directly or indirectly for purchase of the Equity Shares.

37. Litigation and other confirmations:

I am not associated with the securities market in any manner, except as described below, and further, there is no outstanding action initiated by SEBI in the past five years against the entities in the securities market with which I am associated (as promoter, director, partner or proprietor), except as described below:

Name of the entity	Nil
SEBI Registration No.	Nil
Category of registration	Nil
Date of expiry of registration	Nil
If registration has expired, reasons for non-renewal	Nil
Details of any enquiry/ investigation conducted by the SEBI at any time (including but not limited to any deficiency/warning letter, adjudication proceedings, suspension/ cancellation/ prohibitory orders)	Nil
Penalty imposed by the SEBI, if any	Nil
Outstanding fees payable to the SEBI, if any	Nil

38. I hereby declare, confirm, clarify and undertake that no notice has been issued or no action or litigation has been initiated against me with respect to my association with the following entities in any capacity:

*[**VA Note**: To include the list as per the watchout investors list. Else state Nil]*

39. I hereby declare, confirm, clarify and undertake that no notice, communication or other action has been issued or no litigation has been initiated against me nor any penalties have been imposed, except as disclosed in **Annexure IV**.

40. I hereby confirm that:

(a) I have not been prohibited from accessing the capital market or debarred from buying, selling or dealing in securities under any order or direction passed by the SEBI or any securities market regulator in any other jurisdiction or nay other authority/ court and no penalty has been imposed at any time by any of the capital market regulators (including the SEBI) in India or abroad;

(b) I am not debarred from accessing the capital market by SEBI and neither am I a promoter or director of any other company which is debarred from accessing the capital market by the SEBI;

(c) I am not a director or promoter of any company which [is / was] exclusively listed on the dissemination board established by the SEBI. [*Such exclusively listed company[ies] has / have provided exit option to its public shareholders, within the prescribed timelines, in terms of the circulars dated October 10, 2016 and August 1, 2017 issued by the SEBI*];

(d) Neither my name nor the name of the companies in which I am or was a director appear in the intermediary caution list nor have I been categorised as a defaulter as per records maintained with

Credit Information Bureau (India) Limited or mentioned on the watch-out investors list issued or maintained by the Stock Exchanges;

(e) I have not been a director, promoter, member or person in control of any entity that has been identified as a shell company;

(f) I have neither been, nor currently am, on the board of directors of any company that was or has been directed by any Registrar of Companies to be struck off from the rolls of such Registrar of Companies under Section 248 of the Companies Act. Further, I have not been identified as a director who has been disqualified to act as a director in terms of Section 164(2)(a) of the Companies Act ("**Disqualified Director**") and neither am I a proclaimed offender under Section 82 of the Code of Criminal Procedure, 1973, as amended ("**Proclaimed Offender**"), and my name does not feature in the lists of Disqualified Directors or the lists of Proclaimed Offenders released by various Registrars of Companies and the Ministry of Corporate Affairs ("**MCA**") and currently disclosed on the website of the MCA;

(g) I am not subject to any penalties to disciplinary action or investigation by the SEBI or the stock exchanges, nor has any appropriate regulatory or legal authority found any probable cause for enquiry, adjudication, prosecution or other regulatory action;

(h) no show cause notice has been issued to me, pursuant to which observations on draft red herring prospectus filed with SEBI may be kept in abeyance as per SEBI (Issuing Observations on Draft Offer Documents Pending Regulatory Actions) Order, 2020;

(i) SEBI has not initiated any recovery proceedings against me;

(j) There has not been any order for disgorgement or monetary penalty been passed against me nor any directions been issued by SEBI to me; and

(k) I am currently not and have not in the past been held to be in violation of any securities laws, in India or abroad.

41. I have not been identified as a wilful defaulter by any bank or financial institution or consortium thereof, in accordance with the guidelines on wilful defaulters issued by the Reserve Bank of India. I am neither on the board, nor the promoter of, nor associated in any manner with any company which has been identified as the vanishing company.

42. Other than as specified in **Annexure II**, there is no litigation involving me, including the following:

i. pending criminal proceedings involving (by or against) me;
ii. pending actions taken by statutory or regulatory authorities against me;
iii. pending claims involving taxation matters (both direct and indirect tax cases)
iv. other pending litigation in accordance with the materiality policy and threshold determined by the board of directors of the Company pursuant to its resolution dated [•];
v. probable cause for investigation, enquiry, adjudication, prosecution or other regulatory action that has been found against me by any authority and no show cause notice has been issued to me, which is pending determination by any authority; and
vi. recovery proceedings initiated by the SEBI, no order for disgorgement or monetary penalty has been issued by SEBI, no non-compliance of any direction issued by the SEBI, and no proceedings has been remanded by the Securities Appellate Tribunal or court.

I confirm that there is no FIR filed by or against me and the details of litigation involving me as detailed in **Annexure II** are true and accurate.

43. I am familiar with and undertake to comply with the requirements and restrictions on public communications, as stated in the SEBI ICDR Regulations (and summarised in the memorandum on publicity guidelines circulated by the Legal Counsel) and agree to abide by the same.

44. Other than as specified in **Annexure III**, there is no litigation involving me which has been considered "material" for disclosure in the Draft Red Herring Prospectus, in accordance with the materiality policy adopted by the board of directors of the Company.

45. I shall not offer any incentive, direct or indirect, whether in cash or kind or services or otherwise to any person for making an application for Equity Shares in the Offer.

46. I certify that I have not been found to be non-compliant with securities laws, inside or outside India.

47. I confirm that I am not declared as 'Fraudulent Borrower' by the banks or financial institution or consortium, in terms of RBI master circular dated July 1, 2016 on 'Frauds – Classification and Reporting by commercial banks and select FI's'.

48. I, nor any of my relatives, will not participate in the Offer and will not make any application for Equity Shares in the Offer, except for the Equity Shares offered by me as part of the Offer

49. I hold PAN bearing number AAPPC4419A.

I confirm that the information and confirmations set out in this certificate are true, correct, complete and not misleading in any respect and do not omit to state a material fact necessary in order to make the statements herein, in the light of the circumstances under which they were made, not misleading. This certificate is for information and for inclusion (in part or full) in the DRHP, filed in relation to the Offer (collectively, the "**Offer Documents**") or any other Offer-related material, and may be relied upon by the Company, the Book Running Lead Manager and the Legal Counsel appointed by the Company and the Book Running Lead Manager in relation to theOffer. I hereby consent to the submission of this certificate as may be necessary to the SEBI, the RoC, the relevant stock exchanges and any other regulatory authority and/or for the records to be maintained by the Book Running Lead Manager and in accordance with applicable law.

I confirm that we will immediately communicate any changes in writing in the above information to the Book Running Lead Manager until the date when the Equity Shares are listed and commence trading on the Stock Exchanges pursuant to theOffer. In the absence of any such communication from me, the Book Running Lead Manager and the Legal Counsel to each of the Company and Book Running Lead Manager can assume that there is no change to the above information until the date when the Equity Shares are listed and commence trading on the Stock Exchanges pursuant to the Offer.

All capitalized terms not defined herein will have the same meaning as ascribed to them in the Draft Red Herring Prospectus.

Yours faithfully,

[Director]
Name: Shefali Vipul Shah
Designation: Whole Time Director
Date:

Copy To:

Legal Advisor to the Offer
Vidhigya Associates, Advocates
A-105, Kanara Business Centre
Link Road, Laxmi Nagar
Ghatkopar East, Mumbai – 400 075
Maharashtra, India
Tel. No: +91 84240 30160
Email:
Contact Person: Rahul Pandey

Enclosed:

Annexure I: Director profile [together with all supporting documents]

Annexure II: MIS of litigation involving [Insert name of the Director]

Annexure III: Details of material litigation involving [Insert name of the Director]

C-3505/3506, OBERAI SPRINGS CHS.LTD, OPP. CITY MALL, OFF LINK ROAD,
ANDHERI (WEST), MUMBAI -400053 Ph. No.:022-69035100

Annexure I:

Name, Father's / Husband's Name, Designation, Address, Directors Identification Number ("DIN"), Occupation & Nationality	Age (years)	Date of appointment and term	Details of remuneration
Name: Shefali Vipul Shah	57 Years	Date of Appointment: July 14, 2007 Term: From September 20, 2024 till September 19, 2029	Remuneration of Rs. 1,20,00,000/- P.A.
~~Father's/~~Husband's name: Vipul Amrutlal Shah			
Date of Birth: May 22, 1973			
Designation: Whole Time Director			
Address: 3505/3506, C-Wing, Oberoi Springs, near Monginis Cake Factory, Off New Link Road, Azad Nagar S.O, Mumbai -– 400 053, Maharashtra, India			
DIN: 00675495			
Nationality: Indian			
Occupation: Business			
Copies of Form 32/DIR-12, DIR-8, PAN Card, Form 24AA/MBP-1 resolution for appointment of each director are are provided in separate file "**Certificates Annexure File**"			

1. **Biography:**

Name:	Shefali Vipul Shah
Educational Qualifications:	B. Com (educational qualification related certificates are annexed hereto and marked as **Annexure**)
Details of Service Contract Including Termination/ Retirement Benefits:	As per Annexure
Details of Business Experience and Previous Employment:	**Business experience:** 25 years in Indian Film industry **Previous employment:** Name of employer: Not Applicable Details of employment: NA Term of employment: NA

Functions and Areas of Responsibilities in the Company:	Her roles and responsibilities include identifying potential scripts and concepts that could lend themselves in the making of prominent feature films, TV shows, web series and providing aesthetic inputs on Projects undertaken by our Company and ensuring that they achieving artistic and histrionic results.

Annexure II

Based on the review of the notices, pleadings, orders/judgments/awards/decrees, applications and other documents as further detailed in the list of documents enclosed hereto please find herein below details of all pending legal/arbitral/statutory and/or regulatory proceedings initiated by or against Shefali Vipul Shah, along with the amounts involved and the current status thereof:

A. **Civil proceedings against** Shefali Vipul Shah - *Nil*

B. **Criminal proceedings against** Shefali Vipul Shah - *Nil*

C. **Arbitral proceedings against** Shefali Vipul Shah - *Nil*

D. **Tax proceedings against** Shefali Vipul Shah - *Nil*

E. **Civil proceedings by** Shefali Vipul Shah - *Nil*

F. **Criminal proceedings by** Shefali Vipul Shah - *Nil*

G. **Arbitral proceedings by** Shefali Vipul Shah - *Nil*

H. **Tax proceedings by** Shefali Vipul Shah - *Nil*

I. **Proceedings initiated for economic offences (Including past cases if found guilty)** Nil

J. **Adverse findings against** Shefali Vipul Shah **as regards compliance with securities laws, any disciplinary action taken by the Securities and Exchange Board of India or the Indian stock exchanges or any securities law regulator in any other jurisdiction: Nil**

K. **Details of the past cases in which penalties were imposed by the statutory or regulatory authorities Nil**

L. **Show Cause Notices issued against** Shefali Vipul Shah **: Nil**

M. **Legal Notices and Other Threatened Legal Proceedings initiated against** Shefali Vipul Shah - *Nil*

N. **Non-payment of statutory dues: Nil**

Save and except as detailed in **Litigation** Detailed Above herewith, I confirm and certify that there are:

1. no pending legal proceedings initiated by or against me; or involving me;
2. no pending legal proceedings in respect of group companies with which I was associated in the past but am no longer associated where my name continues to be associated with such proceedings;
3. no litigations against me involving violation of statutory regulations or alleging criminal offence;
4. no criminal or civil prosecution against me for any litigation towards tax liabilities or any prosecution under any enactment in respect of Schedule V of the Companies Act, 2013;
5. no proceedings initiated for any economic offences against me;
6. no adverse findings against me as regards compliance with securities laws or disciplinary action taken by the Securities and Exchange Board of India or the Indian stock exchanges;

7. past cases where penalties have been imposed by any statutory or regulatory authority;
8. show cause notices issued by any statutory or regulatory authorities against me;
9. no legal notices, claims or other threatened proceedings against me;
10. no defaults in connection with any contractual, statutory or regulatory requirements in connection with any facilities as availed of from any bank/s or financial institution/s;
11. no defaults in connection with dues towards instrument holders like debenture holders, fixed deposits, and arrears on cumulative preference shares/ other liabilities
12. no outstanding payment of statutory dues.

I hereby certify that the details provided in **Litigation details** annexed herewith are factual, up to date, true and complete.

I am not and have not been:

(a) been prohibited or debarred from accessing the capital markets or from buying, selling or dealing in securities under any order or direction passed by SEBI or any securities market regulator in any other jurisdiction or any other authority/court and no penalty has been imposed on me at any time by any of the capital market regulators (including the SEBI) in India or abroad. Further, I am not and was not a promoter, director or person in control of any other company which is debarred from accessing the capital market under any order or directions made by the SEBI;
(b) director of or was a director of any company listed on any stock exchange, whose shares have been or were suspended from being traded on any of the stock exchanges during last five years;
(c) subject to any penalties to disciplinary action or investigation by the SEBI or the Indian stock exchanges, nor has any appropriate regulatory or legal authority found any probable cause for enquiry, adjudication, prosecution or other regulatory action;
(d) found to be non-compliant with securities laws;

Annexure III

Nil

Annexure IV

Nil

C-3505/3506, OBERAI SPRINGS CHS.LTD, OPP. CITY MALL, OFF LINK ROAD,
ANDHERI (WEST), MUMBAI -400053 Ph. No.:022-69035100

Annexure – Educational Certificate

University of Bombay

CCF:014:0114
NO: 6280

94-0001330

I certify that

/ SHETTY SHEFALI SUDHAKAR

PASSED THE B.COM. DEGREE

(Three Year Integrated Degree Course) Examination held by the University of Bombay in the month of OCTOBER 1994

AND WAS PLACED IN THE PASS CLASS.

/ - FEMALE

DECEMBER 20, 1994

CONTROLLER OF EXAMINATIONS

University of Bombay

CCF:014:0371

Certificate showing the number of marks obtained in each head of passing by

/SHETTY SHEFALI SUDHAKAR

at the **Third Year B.Com.** (Three Year Integrated Degree Course) Examination held in **OCTOBER 1994**

HEADS OF PASSING

FOUNDATION/APPLIED :38: EXPORT MANAGEMENT
SPECIAL GROUP : 5: BUSINESS MANAGEMENT
ANCILLARY GROUP :20: INDUSTRIAL PSYCHOLOGY

SEAT NO.	FOUNDATION/ APPLIED			INDUSTRIAL ORGANISATION AND MANAGEMENT	SPECIAL GROUP			ANCILLARY GROUP	GRAND TOTAL	REMARKS
					PAPERS					
6280	WRITTEN	PRACTICAL	TOTAL		1	2	3			
MAXIMUM MARKS	100	--	---	100	100	100	100	100	600	
MINIMUM MARKS FOR PASSING	35	--	--	35	35	35	35	35	--	
MARKS OBTAINED	43+	--	--	42	67+	49+	61+	60+	322	PASS CLASS

RESULT DECLARED ON DECEMBER 20, 1994

RECEIVED Rs. 5/-

CONTROLLER OF EXAMINATIONS

& 0.224 # 0.229A OR 0.229B F HEAD OF FAILURE + MARKS CARRIED
E EXEMPTION IN THE HEAD - - NOT APPLICABLE A-ABSENT /-FEMALE

94 - 001580

University of Bombay

CCF:014:0824

Certificate showing the number of marks obtained in each head of passing by

/SHETTY SHEFALI SUDHAKAR

at the **Third Year B.Com.** (Three Year Integrated Degree Course) Examination held in APRIL 1994

HEADS OF PASSING

FOUNDATION/APPLIED :38: EXPORT MANAGEMENT
SPECIAL GROUP : 5: BUSINESS MANAGEMENT
ANCILLARY GROUP :20: INDUSTRIAL PSYCHOLOGY

SEAT NO.	FOUNDATION/ APPLIED			INDUSTRIAL ORGANISATION AND MANAGEMENT	SPECIAL GROUP			ANCILLARY GROUP	GRAND TOTAL	REMARKS
21688	WRITTEN	PRACTICAL	TOTAL		PAPERS 1	2	3			
MAXIMUM MARKS	100	--	--	100	100	100	100	100	600	
MINIMUM MARKS FOR PASSING	35	--	--	35	35	35	35	35	--	
MARKS OBTAINED	43E	--	--	23F	67E	49E	61E	60E	303	FAILS

RESULT DECLARED ON JUNE 18, 1994

RECEIVED Rs. 5/-

REGISTRAR

& 0.224 # 0.229A OR 0.229B F HEAD OF FAILURE + MARKS CARRIED
E EXEMPTION IN THE HEAD -- NOT APPLICABLE A-ABSENT /-FEMALE

94 - 006162

University of Bombay

Directorate of Distance Education,
Bombay - 400 032.

No. 14/ 000524 /1053 21/06/93

I CERTIFY THAT

SHETTY SHEFALI SUDHAKAR

PASSED THE SECOND YEAR B.Com.

(Three Year Integrated Course) Examination held
by the University of Bombay
IN THE MONTH OF APRIL 1993.

XXX DIRECTOR

University of Bombay

DIRECTORATE OF DISTANCE EDUCATION

Certificate showing the number of marks obtained by

SHETTY SHEFALI SUDHAKAR

in each head of passing at the Second Year B.Com. (Three Year Integrated Degree Course) Examination.

SEAT NO.	EXAMINATION OF	HEADS OF PASSING
1053	APRIL 1993.	01 - SCI.METHOD. 08 - ADVERTISING 26 - ACC&FIN.MGT

	FOUN. COUR. II	APPL. COMP.	COMMERCE DISCIPLINE SUBJECTS				GRAND TOTAL	REMARKS
			BUSS. LAW.	BUSS. ECO.	COMM. & MRKT.	OPTION. PAPER		
MAXIMUM MARKS	100	100	100	100	100	100	600	
MINIMUM MARKS FOR PASSING	35	35	35	35	35	35		
MARKS OBTAINED	52	52	50	49	50	35	288	PASS

21/06/93
RECEIVED Rs. 5/-

DIRECTOR

F HEAD OF FAILURE, + MARKS CARRIED, E EXEMPSTION IN THE HEAD, - NOT APPLICABLE, AB ABSENT & - 0.224

University of Bombay

Directorate of Distance Education,
Bombay - 400 032.

No. 14/ 000341 /1457 10/07/92

I CERTIFY THAT

SHETTY SHEFALI SUDHAKAR

PASSED THE FIRST YEAR B.Com.

(Three Year Integrated Course) Examination held
by the University of Bombay
IN THE MONTH OF MAY 1992.

Dy.Registrar

For DIRECTOR

University of Bombay

DIRECTORATE OF DISTANCE EDUCATION

Certificate showing the number of marks obtained by

SHETTY SHEFALI SUDHAKAR

in each head of passing at the First Year B.Com.
(Three Year Integrated Degree Course) Examination.

SEAT NO.	EXAMINATION OF	HEADS OF PASSING
1457	MAY 1992	1.Soc.Aware.& Pers.Devp.etc. 2.Accounting & Fin.Mngmt.Paper-I

	FOUN. COUR.	COMMERCE DISCIPLINE SUBJECTS					GRAND TOTAL	REMARKS
		BUSS. COMM.	BUSS. ECO.	COMM. GEO.	MATHS. & STAT.	OPTION. PAPER		
MAXIMUM MARKS	100	100	100	100	100	100	600	
MINIMUM MARKS FOR PASSING	35	35	35	35	35	35		PASS
MARKS OBTAINED	61	43	35	49	35	46	269	

10/07/92

Dy.Registrar

RECEIVED Rs. 5/-

For DIRECTOR

F HEAD OF FAILURE, + MARKS CARRIED, E EXEMPTION IN THE HEAD, — NOT APPLICABLE, AB ABSENT, 0.024

COUNCIL FOR THE INDIAN SCHOOL CERTIFICATE EXAMINATIONS, NEW DELHI

305068 16305

PASS CERTIFICATE

Certified that SHEFALI S SHETTY

Index Number T/395/025

of ARYA VIDYA MANDIR, BOMBAY

was awarded an

INDIAN CERTIFICATE OF SECONDARY EDUCATION

The candidate reached at least grade 7 in SIX subjects of the External Examination and at least grade D in the subject of Internal Assessment as given below :

SUBJECTS	Grade
External Examination	
ENGLISH	4 FOUR
HINDI	4 FOUR
HISTORY CIVICS & GEOGRAPHY	5 FIVE
MATHEMATICS	5 FIVE
SCIENCE	5 FIVE
SANSKRIT	3 THREE
Internal Assessment	
SUPW & COMMUNITY SERVICE	B

EXAMINATION OF MARCH 1989

Date of birth as certified by the Principal of the School at the time of entry 22.05.1973

No divisions are awarded

Secretary,
Council for the Indian
School Certificate Examinations

(See Overleaf)

Chairman,
Council for the Indian
School Certificate Examinations

COUNCIL FOR THE INDIAN SCHOOL CERTIFICATE EXAMINATIONS, NEW DELHI
INDIAN CERTIFICATE OF SECONDARY EXAMINATION 1989

219012

STATEMENT OF RESULT

Name SHEFALI S SHETTY Index No. T/395/025

of ARYA VIDYA MANDIR, BOMBAY

SUBJECTS External Examination	PERCENTAGE MARKS		GRADE
ENGLISH	66	SIX	4 FOUR
HINDI	66	SIX	4 FOUR
HISTORY CIVICS & GEOGRAPHY	60	SIX	5 FIVE
MATHEMATICS	58	FIVE	5 FIVE
SCIENCE PHY-D, CHE-D, BIO-B	58	FIVE	5 FIVE
SANSKRIT	72	SEVEN	3 THREE
Internal Assessment			
SUPW & COMMUNITY SERVICE			B

Date of birth 22-05-73

RESULT — PASS CERTIFICATE AWARDED

Note 1. The pass mark for each subject is 35%
2. No divisions are awarded.
(See Overleaf)

Secretary

EXPLANATORY NOTE

I. EXTERNAL EXAMINATION

MEANING OF GRADES

Attainment in a subject is indicated by a grade, of which grade 1 is the highest and grade 9 the lowest; only grades 1 to 7 are recorded on certificates.
The interpretation of the Grades is as follows :

Grade	*Standard*	*Grade*	*Standard*
1, 2	Very Good	6, 7	Pass
3, 4, 5	Credit	8, 9	Fail

II. INTERNAL ASSESSMENT :

The standard attained in Socially Useful Productive Work & Community Service, abbreviated on the face of the certificate as SUPW & COMMUNITY SERVICE, is indicated by a grade, of which grade A is the highest and grade E is the lowest.
The interpretation of the grades is as follows :

Grade	*Standard*	*Grade*	*Standard*
A	Very Good	C	Satisfactory
B	Good	D	Fair

Maharashtra State Board of Secondary and Higher Secondary Education

This is to certify that the withinsigned

SHETTY SHEFALI S

DIVISIONAL BOARD	SEAT NO.	CENTRE NO.	JR. COLLEGE NO.	SR. NO. OF CERTIFICATE
BOMBAY	A-094004	326	31.124	072646

passed the HIGHER SECONDARY CERTIFICATE EXAMINATION

(Std. XII under 10 + 2 Pattern) of MARCH , 1991

in the Grade II *with subjects shown below*

SUBJECT	MARKS OBTAINED	OUT OF
01 ENGLISH	058	100
04 HINDI	062	100
49 ECONOMICS	040	100
50 BOOK-KPNG & ACCNTNCY	043	100
51 ORGANISATION OF COMM	067	100
52 SECRETARIAL PRACTICE	039	100
51.50%	309	600

GRAND TOTAL (IN WORDS) * THREE HUNDRED AND NINE *

Signature of the Head of the Jr. College
(Jr. College Stamp)

5th June, 1991
Bombay-400 022.

(A. D. SADAVARTE)
Divisional Secretary

IMPORTANT : No change in this Higher Secondary Certificate shall be made except by the authority issuing it. Any infringement of this requirement will result in the cancellation of H. S. Certificate in question and may also involve imposition of other appropriate penalty as may be decided by the Board.

NOTES : The Higher Secondary Certificate is awarded to successful candidates in :
Grade with Distinction : 75% and above
Grade I : 60% and above & Below 75%.
Grade II : 45% and above & Below 60%.
Grade Pass : To all other successful candidates including exempted.
* Indicates Grade I given as per provisions of regulations.

J 0015572

Annexure - Service Contract

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

21651032842001

Bank/Branch: IBKL - 6910342/ANDHERI (WEST)
Pmt Txn id : 2871362016
Pmt DtTime : 30-MAY-2024 10:57:03
ChallanIdNo: 69103322024053050110
District : 7101-MUMBAI

Stationery No: 21651032842001
Print DtTime : 30-MAY-2024 12:41:00
CRAS GRN : MH002778276202425S
Office Name : IGR186-BDR1_JT SUB REGI
GRN Date : 30-May-2024 10:57:05

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 1,00,000/- (Rs One, Zero Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h)(A)(v)--Agreement relating to Assignment of copyright
Prop Mvblty: Movable
Consideration: R 2,00,00,000/-
Prop Descr : ARTIST AGREEMENT

Duty Payer: PAN-AACCE0821G,SUNSHINE PICTURES PRIVATE LIMITED

Other Party: PAN-AAPPC4419A,SHEFALI VIPUL SHAH

Bank official1 Name & Signature

Bank official2 Name & Signature

--- --- Space for customer/office use - - - Please write below this line --- ---

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

ARTIST AGREEMENT

THIS ARTIST AGREEMENT (hereinafter referred to as **"Agreement"**) is made and entered into at Mumbai on this 30th day of May, 2024 (**"Execution Date"**) and shall be effective from the earlier of: (a) the date of commencement of Services (as defined below) hereof; or (b) the Execution Date (**"Effective Date"**).

BY AND BETWEEN

SUNSHINE PICTURES PRIVATE LIMITED a company registered and incorporated under the provisions of the Companies Act, 1956, having its Registered Office at A-101/102, Bharat Ark, 1st Floor, Azad Nagar, Veera Desai Road, Andheri (West), Mumbai-400 053, having PAN: AACCE0821G and GST No. [insert] (hereinafter referred to as the **"Producer"** which expression shall, unless it be repugnant to the context or meaning thereof, means and includes its successors and assigns) of the **ONE PART;**

AND

SHEFALI SHAH, an adult Indian Inhabitant, residing at **C 3505/6, Oberoi Springs Cooperative Housing Society Limited, Off Link Road, Andheri West, Mumbai 400 053** and having PAN : AAPPC4419A and GST Registration Number [•] (hereinafter referred to as the **"Artist"**, which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include her heirs, administrators, and executors) of the **OTHER PART;**

Producer and Artist shall be hereinafter referred to individually as **"Party"** and collectively as the **"Parties"**.

WHEREAS

A. The Producer is, *inter alia*, engaged in the business of production, distribution and marketing of cinematograph films, series etc.
B. The Artist is an actor and performer in the Indian film industry.
C. The Producer is producing a Hindi language feature film tentatively titled **"HISAAB"** (**"Film"**) to be directed by Vipul Amrutlal Shah (**"Director"**).
D. The Producer has agreed to engage the Artist to enact the female lead Role (*as defined hereinafter*) in the Film and the Artist has agreed to render her services in relation to the Film as detailed hereinafter as per the to the terms and conditions stated herein.
E. Pursuant to mutual discussions, the Parties hereby wish to record in this Agreement, the terms, and conditions upon which the Producer has proposed to engage the Services (*as defined below*) of the Artist, and the Artist has agreed to render her respective services.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS

In this Artist Agreement (including the recitals above, Schedules and Annexures hereto), except where the context otherwise requires, the following words and expressions shall have the following meanings:

1.1. **"Agreement"** shall mean this Artist Agreement and any and all schedules and annexures attached to it and shall include any modifications of this Agreement as may be mutually agreed in writing by the Parties hereto.

1.2. **"Artist's Incapacity"** shall mean any incapacity of the Artist including her suffering from any facial or physical impairment disability or disfigurement, serious illness materially detracting from her appearance or ability to perform the Services. Artist Incapacity shall also include the following events which create the inability of the Artist to render her Services due to (a) death or severe illness requiring

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hospitalization, quarantining, or disfigurement of the Artist; or (b) mental inability to perform the Agreement supported with correct professional confirmation.

1.3. "**Creative Decision Rights**" shall mean the right to decide on all aspects including all aspects relating to the Film including stage design, lighting, sound, style of advertising and programs, all decisions relating to, including but not limited to the artists, technicians etc. including the portrayal of the character/role of the Artist in the said Film, role, costume, make-up, hairstyle and overall appearance of the Artist and nature of her performance in the Film, concept, story, script, screenplay, dialogues, sequence of events, venue for shooting, score, music, layout, etc.

1.4. "**Consideration**" shall have the meaning as assigned to it in Clause 3 hereinbelow.

1.5. "**Derivative Work/s**" shall mean all the subsequent works based on the Services provided by the Artist - based on the Film, characters, and underlying works in the Film including without limitation remakes, adaptations, prequel, sequel, comic books, make for home video productions, television productions, audio clippings, shots (audio or video), stage plays, action figurines, novels, internet websites, etc. in existing or emerging forms or formats. "**Derivative Rights**" shall mean the right to produce Derivative Works based on the Services based on the Film.

1.6. "**Exploitation/Exploit**" shall along with its cognate forms and grammatical variations, mean and include the utilization of the Work or any right, title, interest in the Works as may be decided by the Producer, its assignee(s) and/or licensee(s) (as the case may be, in its sole discretion, including exploitation, translation, adaptation, alteration, broadcast, rebroadcast, communication, encryption, transmission, publication, cutting, editing, and packaging of the Works, the conversion of the Works from one format to another, the making of a Cinematograph Film, Visual Recording or Sound Recording, Communication to the Public, Broadcast, Performance in Public, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising, remakes, sequels, prequels, versions, including but not limited to the broadcasting thereof by radio, internet and any and all forms of television, inter alia, terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, NVOD, SVOD, PVOD, FVOD) made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites, inter alia, social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based), computing and networking devices, mobile /telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future. The terms 'Broadcast', 'Communication to the Public', 'Cinematograph Film', 'Performance/Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as defined in the Act (defined hereinunder) as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

1.7. "**Force Majeure Event**" shall mean any acts of God, natural calamity, earthquakes, floods, epidemic, pandemic (including COVID-19 and such similar events), state imposed lockdown, quarantine situations, riots, acts of terrorism, war, civil disturbance, fire, accidents, armed conflict, labour or industry unrest (including without limitation any lockout, walkout, strike, or threat thereof), governmental order or regulation, judicial order or decree (including without limitation injunctive relief, whether imposed on an industry-wide basis or affecting the said Film) any key production personnel or any member of the said Film' cast or crew to fails to perform for reasons of death, illness, incapacity disfigurement, or any other occurrences beyond the Producer's control or any unforeseen events not reasonably capable of being contemplated by or foreseen or forecasted or predicted or envisaged by men of ordinary prudence.

1.8. "**Intellectual Property**" shall mean all forms of intellectual property subsisting under the Laws of India and all analogous rights subsisting under the Laws of each and every jurisdiction throughout the world. Intellectual Property includes trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know-how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licenses and permissions 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.

1.9. "**Intellectual Property Rights**" shall mean all rights arising out of and in relation to Intellectual Property.

1.10. "**Law**" or "**Laws**" shall mean and include all relevant laws of India including legislation at Central, State, and Union levels in India and also various rules, regulations, notifications, guidelines, governmental orders, by-laws, internal policies, rulings, judicial precedents/orders in India and also includes the applicable guidelines and policy decisions of self-regulatory organizations relevant to the businesses of the Parties, and also women and children as applicable in India.

1.11. "**Modes, Media and Formats**" of Exploitation of the Services shall mean and include but not be limited to all the modes, media, and formats as mentioned under **Annexure – I.**

1.12. "**Post-Production Period**" shall mean such period following the expiry of the Shooting Period until the delivery of the first censored copy, as may be required by the Producer to complete the Film. This includes but is not limited to dubbing, re-takes for the betterment of the Film, etc.

1.13. "**Pre-Production Period**" shall mean the period prior to the commencement of the Shooting Period as the Producer may allocate in the Production Schedule for the purposes of pre-production for the Film. This includes but is not limited to preliminary discussions, script readings, sittings and conferences, rehearsals, action rehearsals, photoshoots, publicity photographs, stills and wardrobe tests, training, or fitness programmes, etc. For the purpose of this Film the Pre-Production period shall mean June 2024 or such other period as may be intimated by the Producer to the Artist from time to time.

1.14. "**Production Schedule**" shall mean a schedule, containing the dates, times and locations for the Pre-Production Period, the Shooting Period, the Post-Production Period, and the Publicity Period of the Film, as decided by the Producer and that may be revised by the Producer in its sole discretion.

1.15. "**Revised Schedule/s**" shall mean the revised Production Schedule as per the changes made by the Producer in consultation with the Artist from time to time.

1.16. "**Publicity Period**" shall mean such period during which the Artist shall make herself available for the promotion and publicity of the Film in India or outside India, on the Producer's request.

1.17. "**Services**" shall mean the Pre-Production, Shooting Period, Post-Production, Publicity Period services as to be rendered by the Artist as contemplated in this Agreement in respect of the Film. It is hereby clarified that the Services captured in this Agreement are not exhaustive and are merely indicative, and therefore, the Services shall also include all other services that are customary and prevalent to an artist in the film trade, as required by the Producer and/or Director from time to time.

1.18. "**Shooting Period**" shall mean a period between July 2024 to August 2024, during which the principal photography of the Film shall take place in India at such dates, times and locations as determined and intimated to the Artist by Producer via e mails till date. This includes but is not limited to acting, and such other customary services as may be required by the Director/Producer. It is hereby clarified that the Shooting Period shall also include 2 (two) shoot days between the months of October and December 2024.

1.19. "**Term**" shall have the meaning assigned to in Clause 10.1.

1.20. "**Territory**" shall mean the entire universe.

2. ENGAGEMENT AND SCOPE OF SERVICES

2.1. Producer has agreed to engage the Artist for rendering her services for the Film in the capacity of the female lead actor while performing the Role as contemplated in this Agreement and the Artist has agreed to provide and render the respective Services and perform all obligations in relation to the Film, on the terms and conditions contained in this Agreement.

2.2. Producer hereby engages the Artist, and the Artist agrees to perform the female lead role as determined by the Producer ("**Role**") in the Film, to be directed by the Director. The Artist shall render the following Services in accordance with this Agreement:

2.2.1. **Pre-Production Period**: The Artist shall make herself available to the Producer on a non-exclusive but first-priority basis during the Pre-Production period of the Film in June 2024 for participating in

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workshops, rehearsals, meetings, preliminary discussions, sittings, conferences, rehearsals, script readings, publicity photographs, photoshoots, stills and wardrobe tests, costume fittings etc. on dates and for days as determined by the Producer. The Artist's Services during the Pre-Production Period shall also include, but not be limited to undergoing preparations, training, or fitness programmes, as desired by the Director and/or the Producer, to satisfy the look test, physical fitness, and the appearance in regard to the Role to be portrayed by the Artist in the said Film on dates as informed by the Producer to the Artist.

2.2.2. **Shooting Period:** The Artist shall render her Services to the Producer on an exclusive basis during the Shooting Period (i.e., the dates on which the principal photography of the Film shall take place). The Services during the Shooting Period shall include, but not be limited to acting, dancing, delivering lines, looping, wild lines, and such other customary services as may be as determined by the Producer. It is hereby clarified that the Shooting Period would not include travel days, break/off days and any other services during the Pre-Production Period, Post-Production Period and Promotion/Publicity Period. The Artist shall dedicate a total number of 25 (twenty-five) shoot days (or such number of extended days as may be required by the Producer) and not less than 12 (twelve) hours (excluding time taken for hair, make-up, etc.) towards each shoot day commencing from the Artist's call time.

2.2.3. **Post-Production Period:** The Artist shall make herself available to the Producer on a non-exclusive but first-priority basis during the Post-Production Period of the Film. The Artist's Services during the Post-Production Period i.e., the period following the expiry of the Shooting Period until the release of the Film shall include, but not be limited to dubbing, patchwork, looping, promotional videos, and such other customary services as may be required by the Producer/Director for the enactment of the Role in relation to the Film.

2.2.4. **Promotion / Publicity Period:**

2.2.4.1. The Artist shall make herself available for a minimum of 15 (fifteen) days (or such extended number of days as may be required by the Producer) ("**Promotion Days**") for rendering promotional activities of the Film on a non-exclusive but first priority basis. Such promotional activities shall include but not be limited to promotional activities for digital/overseas release of the Film, screening of the Film at any film festival, publicity interviews, conferences, teasers, promotional appearances, premiers, promo-shoots, photoshoots, digital shoots, PR activities, consumer activation (which may include full day or overnight travels) or other activities as required by the Producer The Artist shall travel to any and all parts of the cities as required by the Producer for all personal appearances as requested by the Producer at premieres, press junkets, interviews, and reality shows. Any other promotional events shall be subject to the agreement between the Parties. The Artist agrees and acknowledges that the Artist may be required to travel outside of the Artist's city of residence (including without limitation, to international destinations) in connection with the aforesaid promotional/publicity activities and hereby gives her no objection to the same.

2.2.4.2. Any and all publicity, advertisement, press releases, interviews and other information of the Film, stories, scripts, etc., shall be under the sole control of the Producer and the Artist shall not have the right to issue any press release, interviews and/or other information etc., without the prior written consent of the Producer.

2.2.4.3. Further, the Artist shall allow herself to be filmed, taped and/or her voice to be recorded in any manner for the promotions of the Film and/or tapes of the "making of" the Film or produced to advertise or promote the Film.

2.2.4.4. The Artist shall participate in Producer's promotional campaigns on Instagram, Twitter, and other official social media handles of the Artist, as directed and approved by the Producer in writing (emails permitted). The Artist shall upload and tag the Producer and/or its assignees, licensees etc. in promotional posts for the Film as shall be required and approved by the Producer and/or its assignees, licensees etc.

2.2.5. It is agreed by the Artist that the Services shall commence on the date(s), at the location(s), and for such duration as Producer may reasonably designate and that the Producer shall have the right to push the production of the Film for a customary period. In the event the Producer is unable to adhere to the

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Production Schedule for any reason and/or requires the Artist to provide any additional days of Services for the Film over and above the number of days set forth in the Production Schedule, the Artist shall make herself available such dates, time, locations, etc. as shall be required by the Producer without any additional fee/consideration for the same.

2.2.6. The Artist shall render Services in accordance with the requirements of the Producer at any time of the day or night, including Saturdays, Sundays and public or other holidays as set out in the Production Schedule /revised schedules. The Artist shall not do any PR or social media campaign about the Film without the prior written approval of the Producer.

2.3. The Artist shall not be entitled to receive any additional payment for rehearsals/prep/break days/sit down days/ travel days.

2.4. The Artist agrees and acknowledges that all rights and all Creative Decision Rights in the Film including but not limited to the exclusive right to decide on all aspects relating to the Role to be enacted by the Artist in relation to the Film subject to the terms set forth in this Agreement including, without limitation, the interplay between various artists, the right to determine how the Artist shall dress, emote, and wear her make-up and hair etc., shall vest exclusively and irrevocably with the Producer and/or assignees, licensee(s) etc. at all times. Producer, its assignee(s) and/or licensee(s) (as the case may be) shall have the right to add or delete, use and/or alter in any way and/or cut, transpose, adapt and/or translate into all languages and change the Works and/or combine the whole or any part of the same with any other literary, dramatic, or musical work to any extent and in any manner as the Producer, its assigns and/ or licensees may desire in its sole discretion. It is expressly clarified that the manner in which the Role of the Artist is to be presented on screen shall be as per the supervision of the Director / Producer and the Artist undertakes to adhere by the final creative decisions taken by the Producer and/or its assignees, licensee(s).

2.5. The Producer and/or its assignees, licensees shall be entitled to Exploit the Film, in whole or in part, commercially or otherwise, in any manner it deems fit. In connection with the Exploitation of the Film, Producer shall also have the right to record, produce, reproduce, amplify, enlarge, broadcast, use, perform, and distribute reproductions of the Artist's voice and all other sound of any kind or nature, whether such sounds shall have been created by the Artist or by others.

2.6. For abundant clarity the Artist hereby agrees, acknowledges, and confirms that the Producer and/or its assignees, licensees, distributors etc. have the unfettered right to Exploit the Film and shall have complete charge and control of the Film including but not limited to its promotion, distribution and/or Exploitation with no recourse or interference from the Artist. In connection with the Exploitation of the Film, the Producer shall also have the right to record, produce, reproduce, amplify, enlarge, broadcast, use, perform, and distribute reproductions of the Artist's voice and all other sound of any kind or nature, whether such sounds shall have been created by the Artist or by others.

2.7. **Exclusivity**: The Artist agrees that she shall provide Services (envisaged herein) during the Shooting Period on an exclusive basis to the Producer and not engage herself in any services similar to the Services, in relation to any other feature film for any other person during the Shooting Period. For the remainder of the Term (i.e., except the dates provided for the Shooting Period), the Artist shall render her Services on a non-exclusive but first priority basis to the Producer. The Artist agrees that she shall not engage herself in any services similar to the Services (envisaged herein), in relation to any other cinematograph film, programme, play, television series, web series etc., for any other person during the Term of this Agreement without obtaining the prior written consent of the Producer; and the Artist shall at no point of time play a role for a film/ television program/ play, etc. having a script similar to the script of the said Film for any other person other than the Producer.

2.8. **Right to use double**: The Producer shall have the right to use a 'double' in place of the Artist in connection with any of the Services rendered by the Artist and shall have the right to represent the double as the Artist in such situations of the filming, recording and/or photography of the Role where any abnormal, hazardous or dangerous sequences are required or upon the non-availability of the Artist and/or when the Producer believes that the Artist is unable to meet the requirements of the Role and/or

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where the Artist is not likely to be recognized or for long shots or back shots or where the Artist is not likely to be recognized and where the Services of the Artist have been terminated.

2.9. **Right to dub**: It is clarified that the Producer is entitled to dub the performance of the Artist in different languages and/or have the dialogues delivered by the Artist dubbed by another dubbing party, without any consent/approval of the Artist and with no additional consideration in respect of such dubbing.

3. CONSIDERATION

3.1. Subject to the full, complete and timely performance of the Services and all the obligations by the Artist to the satisfaction of the Producer, and in consideration of the grant and assignment of the rights as mentioned in clause 4 hereinbelow by the Artist to the Producer, Producer shall pay to the Artist INR 2,00,00,000/- (Indian Rupees Two Crores Only) plus applicable goods and service tax ("**GST**") (hereinafter referred to as "**Consideration**") as follows within 15 (fifteen) days of Producer receiving the final and valid invoices from the Artist:

a) 10% (Ten percent) shall become payable on the Execution Date;
b) 20% (Twenty percent) shall be payable upon the commencement of the Shooting Period of the Film;
c) 20% (Twenty percent) shall be payable upon 50% completion of the Shooting Period of the Film;
d) 30% (Thirty percent) shall be payable upon the completion of the Shooting Period of the Film;
e) 10% (Ten percent) shall be payable during Post-Production Period of the Film;
f) 10% (Ten percent) shall be payable within 7 (seven) days of the release of the Film.

3.2. It is agreed between the Parties that the Consideration herein shall include the cost that the Artist shall be entitled to for rendering their Services towards patchwork, reshoot, rehearsals, prep, break days, sit down days, travel days for the Artist.

3.3. The abovementioned Consideration for the Film shall be subject to deduction of income tax at source or the withholding tax, as applicable.

3.4. The Artist agrees and acknowledges that the Consideration is adequate for the performance of all Services and obligations by the Artist under this Agreement. It is further agreed between the Parties that the Consideration shall be an all-inclusive fee i.e., no separate payment towards any applicable direct taxes (save and except applicable indirect taxes as stated herein) will be made to the Artist by the Producer. All direct statutory and taxation liabilities in respect of the payments hereunder, shall be paid solely by the Artist and the Producer shall not be liable for the same in any event.

3.5. The Artist represents that she has a valid GST registration and warrants that it shall pay the applicable GST amount to the appropriate government authority within the prescribed timelines and in compliance with any Law for the time being in force with respect to the same, mentioning all appropriate and relevant information on the GSTN platform, which enables Producer to claim timely credit (i.e. in its GST return for the month in which the applicable invoice is raised on Producer in the appropriate GST registration).

3.6. In the event the credit of GST is not granted or denied to the Producer under its appropriate GST registration under applicable Laws for non-payment/delayed payment of taxes charged or on account of any non-compliance by the Artist (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government / incorrect submission of information on the GSTN platform), then the Artist shall rectify the said non-compliances / errors to ensure that Producer gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Artist as above, and Producer is required to pay any penalty to any government authority, or suffers other damages/losses, the Artist shall indemnify Producer for all such costs, penalties, losses, damages incurred by the Producer.

3.7. To the extent that Artist is entitled to any royalties payable by the operation of Law in India, in respect of the utilization of any performance(s) forming part of the Works (defined below), such royalties may be collected by the applicable registered copyright society in India of which the Artist is a member, at rates prescribed by the applicable Laws and subject to any judicial and/or quasi-judicial decision,

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provided that the applicable provisions under the Act with respect to payment of royalties to performers remain in force. It is however clarified that the Producer and/or its assignees, licensees (etc.) shall not be liable to pay any such royalty to the Artist.

3.8. The Artist agrees and acknowledges that she shall not be entitled to receive any additional payments or remuneration except the Consideration for the Film for which the Artist renders her Services, as set out in this Agreement. The Artist acknowledges that the Consideration is inclusive of all use fees, residuals, repeat fees, reuse fees and other payments which the Artist may be entitled to by operation of Law, whatsoever for the entire territory of the world in perpetuity.

3.9. For sake of clarity, there shall be no additional conveyance paid by the Producer to the Artist or her staff and in the event any outdoor shoot is conducted by the Producer, Producer shall arrange for all the logistical support. In case the Artist's presence is required, during the shooting of the Film, out of the limits of Mumbai, the Artist agrees to make herself available at such places and as per the Production Schedule.

3.10. In the event the Artist and her team/staff are required to travel outside the limits of Mumbai, Navi Mumbai, Central Mumbai or any such part of the Mumbai Metropolitan Region, the Producer shall provide them with travel, boarding and lodging facilities at such locations on "best effort basis" at par with other lead actors, which shall be dependent on actual availability of such facilities at such locations. However, in case the Artist and/or her staff are required to travel to any location within the bounds of Mumbai, Navi Mumbai, Central Mumbai or any such part of the Mumbai Metropolitan Region, the Producer shall not be liable to arrange transport (car, cabs) and/or make any payment and/or reimbursements to the Artist and/or her staff towards such travel and boarding. Any catering which is made available to the Artist and/or her staff on shooting locations or room services will only be vegetarian and egg preparations. For sake of clarity, there shall be no additional travel and conveyance paid by Producer to the Artist and/or her staff and in the event of outdoor shoot, Producer shall arrange for all the logistical support. Ground transportation during outdoor shootings shall be on a sharing basis for the Artist's staff. It is clarified that the Producer will not be liable to pay for the Artist's manager's (if any) travel or stay expenses at any time. Further all staff and travel and boarding shall be governed by the working guidelines under **Annexure -III** to this Agreement.

3.11. The Artist shall have a valid passport and shall also make herself available for the purposes of the shoot and/ or promotion of the Film, as per the Producer's requirement.

3.12. It is specifically agreed between the Parties that nothing contained herein this Agreement shall be deemed to be or construed as a 'pay-or-play' commitment to the Artist by the Producer.

4. OWNERSHIP OF RIGHTS:

4.1. The Services and its results and proceeds thereof rendered by the Artist under this Agreement including without limitation, any performance(s), works of authorship, and/or any intellectual property created, suggested, devised by the Artist ("**Works**") shall at all times constitute and shall be deemed to constitute works-made-for-hire/ commissioned works developed at the instance of the Producer in accordance with the Copyright Act, 1957 to be read with its amendments and replacements effective as on date ("**Act**") and such that all rights emanating from the respective the Works created/results and/or proceeds resultant therefrom , for all purposes, vest with the Producer *ab initio*. Accordingly, the Producer shall be the first and exclusive owner of all rights including but not limited to Intellectual Property Rights and copyright in the Services for all purposes, for the entire Territory and in perpetuity. The Producer, as first and exclusive owner(s), shall have the sole and exclusive right to exercise all rights comprised in copyright in the Film in accordance with Section 14 of the Act. The Artist further acknowledges that Producer shall be the sole and exclusive owner(s) of Intellectual Property Rights and derivate rights i.e. right to produce remakes, adaptations, prequel, sequel, script for cinematograph film, comic books, make for home video productions, television productions, shots, commercial works, stage plays, action figurines, novels, internet websites, games, etc. in and to the Film in the entire Territory and in perpetuity.

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4.1.1. Without prejudice to aforesaid, the Artist hereby unconditionally and irrevocably assigns all rights including but not limited to Intellectual Property Rights in and to the Film (including in the Works) and copyrights resulting from the Services that will be rendered by the Artist in favour of the Producer, for the entire Territory and in perpetuity and the Artist agrees and acknowledges and makes all necessary declarations confirming the aforesaid. Such assignment shall operate for all the modes, media, and formats of Exploitation, whether presently in use or devised later in respect of the Services including the Modes, Media and Formats mentioned under Clause 1.11 hereinabove and the Artist hereby expressly acknowledges the sufficiency of the Consideration towards the assignment of the rights for Exploitation of the Services on all the Modes, Media, and Formats of Exploitation. It is agreed by the Parties that provisions of Section 19(4), 30A and 19A of the Act shall have no application or effect on the terms of this Agreement. The Artist hereby acknowledges and undertakes that the assignment of copyright in the Services as granted herein is not and will not be contrary the provisions of Section 19(8) of the Act to the terms and conditions of the rights already assigned to a copyright society in which the Artist is a member.

4.1.2. Without prejudice to the above clauses, to the extent that the assignment of Intellectual Property Rights, copyright, and results from the Services is not held valid by operation of Law in any part of the Territory, the Artist hereby also grants an irrevocable, unconditional, exclusive, sub-licensable, transferable, perpetual right and license, to the Producer, its assignee(s), licensee(s) (as the case may be) for the Territory, to Exploit all assigned Intellectual Property Rights, copyright, and results from the Services rendered by the Artist or parts thereof as available under Section 14 of the Act, to be Exploited as part ofthe Film or on stand- alone basis, in any manner deemed fit by the Producer, its assigns and/or licensees, in any and all modes, media, formats and platform, now known or later devised, in lieu of the Consideration paid to the Artist under this Agreement.

4.2. Without prejudice to the generality of the foregoing, the Producer, its assignee(s) and/or licensee(s), may add or delete, use and/or alter in any way, cut, transpose, adapt, and/or translate into all languages and change the result of the 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 Producer, its assignee(s) and/or licensee(s), may desire in their sole discretion.

4.3. The rights of the Producer, its assignee(s) and/or licensee(s), shall also include the right to use the personal attributes of the Artist including but not limited to (i) sobriquet, (ii) autograph, (iii) likeness, (iv) photographs/images, (v) portrait, (vi) caricature, (vii) voice, (viii) name, (ix) silhouette (both real life and as in the Film) for the purposes of commercial exploitation including but not limited to television /radio shows, souvenir programs, commercial tie ups, paperback editions of the literary property directly relating to and on which the Film is based, or any sound recording or any other emerging forms and formats, in perpetuity and throughtout the Territory, without additional consideration. It is also expressly clarified that Producer, assignee(s) and/or licensee(s), can merchandise any character, including the Role enacted by the Artist in the Film for commercial gain, at its sole discretion.

4.4. The Artist expressly, unconditionally, irrevocably waive all rights in respect of the Film including but not limited to the following rights or any other similar benefits to which the Artist is generally entitled to pursuant to any Law in force or which may accrue to the Artist under a similar doctrine, principal or Law, to the extent permissible under such doctrine, principal or Law:

4.4.1. any moral rights/author's special rights that may be available to the Artist under the Act or any other applicable Law.

4.4.2. Performer's rights under Section 38, 38 (A) (1) of the Act and Rule 68 of the Copyright Rules, 2013 or any amendments/replacements thereto including but not limited to the right to reproduce the performance in any material form including the storing of it in any medium by electronic or other means; issue copies of the performance to the public by any modes, media and formats; for sale or for commercial rental any copy of a recording of the performances in any format and parts;communicate the performance to the public in any format; sell or give on commercial rental or offer for sale or for commercial rental any copy of a recording of the performance to the public in any format; sell or given

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on commercial rental or offer for sale or for commercial rental any copy of a recording of the performances in any format; broadcast or communicate the performance to the public by any modes, media and formats of Exploitation including the Modes, Media and Format mentioned under Clause 1.11 hereinabove, right to use and permit others including the Producer's assignee(s), syndicating partner(s), to use the personal attributes of the Artist.

4.5. To the extent that the rights to future modes or mediums of Exploitation of the Works or parts thereof cannot be assigned by the operation of Law, the Artist hereby also grants an exclusive, sub-licensable, perpetual, worldwide, irrevocable license to such future modes and mediums of Exploitation of the Works to the Producer, whether or not in commercial use or in use or invented as on the date of assignment.

4.6. Without limitation to the foregoing, the Artist is aware and hereby acknowledges that new rights to the Works may come into being - be recognized in the future, under the Law - in equity (hereafter the "**New Exploitation Rights**"), and the Artist is also aware and does hereby acknowledge that new (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "**New Exploitation Methods**") are being and will inevitably continue to be developed in the future, which would offer new opportunities for Exploiting the Works. In the event the Artist has any rights in and to the Works including New Exploitation Rights and New Exploitation Methods that cannot be assigned to Producer, its assignee(s), licensee(s), affiliates, etc. (as the case may be)by operation of Law as provided above and cannot be so waived, the Artist, in lieu of the Consideration, the sufficiency of which is hereby acknowledged by her, hereby grants to Producer, its assignee(s), licensee(s), affiliates, etc. (as the case may be) an exclusive, irrevocable, worldwide, license during the term of such rights to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense and assign such rights in and to Producer, its assignee(s), licensee(s), affiliates, etc. (as the case may be) including without limitation, the right to use the Works in any way whatsoever. To the extent any of the foregoing provisions is ineffective under applicable Laws, the Artist hereby provides and shall provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing. The Artist shall confirm any such ratifications and consents from time to time as requested by Producer, its assignee(s), licensee(s), affiliates, etc. (as the case may be). To the extent that the assignment of Intellectual Property Rights, copyright, and results from the 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 Services in favour of Producer, its affiliates, assignee(s), licensee(s) (as the case may be), the Artist hereby also grants an irrevocable, unconditional, exclusive, sub-licensable, perpetual right for the entire term of the copyright to the Producer, its affiliates, assignee(s), licensee(s) (as the case may be) and for the Territory, to Exploit all assigned Intellectual Property Rights, copyright, and results from the Services rendered by the Artist 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 Consideration paid to the Artist under this Agreement.

4.7. Except for the Consideration as set out in this Agreement, the Artist is not and shall not at any time hereafter become entitled to receive any part of the profits generated from the Exploitation of the Film or otherwise, in any manner, medium of format whatsoever.

4.8. The Artist hereby undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Producer in its sole discretion in order to secure, protect, perfect, or enforce any of the rights of Producer pursuant to this Agreement. In the event the Artist fails to do so within 10 (ten) days of receipt of a request from Producer to do or perform an act or execute a document, Producer shall be entitled to exercise the same in place of the Artist as the lawful appointed attorney and the Artist undertakes to affirm, ratify, and be bound by such exercise of the right by Producer under the provisions of this clause.

4.9. The Artist hereby grants the Producer the right to use the name of the Artist in credits, advertising, publicity and any other exploitational or promotional material in respect of the said Film.

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4.10. The Artist shall undertake any re shoot for revisions, modifications, additions, that may be required by the Producer its assignee(s), licensee(s), etc. (as the case may be) including pursuant to the Producer's its assignee(s), licensee(s), etc. (as the case may be)'s requirements, including if Producer is unsatisfied with the content of any part of the film\, pursuant to any requirements of the applicable Laws, or any claims of a third party in connection with the Film or any Part thereof, at no additional cost to Producer.

4.11. The Artist acknowledges that the Producer shall be solely entitled to change/modify the title of the Film at any time as per its sole discretion and the Artist undertakes that she shall not raise any objection or make any claims against the same.

4.12. Notwithstanding anything to the contrary contained in this Agreement and termination of this Agreement, the rights granted by the Artist shall always remain solely and exclusively with the Producer and under no circumstances shall the Artist have any right, lien or claim over them.

4.13. The Artist agrees and acknowledges that the Producer shall have the final call on the final cut of the Film.

4.14. The Artist understands and acknowledges that Producer shall have the right to assign, transfer, sell and/ or license any and all rights so assigned to Producer herein to any third party as Producer deems fit.

4.15. This clause shall survive the expiry and or termination of this Agreement.

5. REPRESENTATIONS AND WARRANTIES

5.1. **Specific Representations and Warranties of the Artist:**

The Artist hereby specifically represents and warrants to Producer that:

5.1.1. The Artist is fully competent and has the capacity and authority to execute and perform the terms and obligations of this Agreement.

5.1.2. There are no pending disputes and or litigations before any guild, association, court, tribunal, or any other forum including but not limited to any film trade association, film distributors association or any other authority, against the Artist that may in any manner restrict or impair or create any impediments in respect of her rendering Services for the said Film.

5.1.3. The Works created by the Artist are original and shall not infringe any third-party rights.

5.1.4. The Artist is fully conscious and aware of all the terms and conditions of this Agreement and agree and confirm irrevocably that the same has been entered into without any pressure or coercion whatsoever and that this is a mutually agreed agreement in its entirety.

5.1.5. The Artist shall perform all Services in a workmanlike manner, and exercise due care and diligence during the course of rendering the Services.

5.1.6. The Artist shall complete all Services in accordance with the timelines set out in this Agreement including the Production Schedule.

5.1.7. The Artist shall not enter into any agreement or arrangement which conflicts with, limits, or inhibits the terms of this Agreement, or the performance of the Services by the Artist, in any manner.

5.1.8. The Artist has the unfettered right to enter into this Agreement and have not done or permitted to be done, and will not do or permit to be done, anything which may curtail or inhibit any of the rights granted, assigned, licensed to the Producer and the Producer's unfettered ownership of the Works.

5.1.9. The Artist has not been convicted of a criminal offense under the Laws of India.

5.1.10. The Artist shall co-operate with the Producer, as also its employees, representatives, clients, or associates to ensure completion of Film.

5.1.11. The Artist shall not indulge in any activity or participate in any transaction, which is likely to jeopardize, restrict or diminish the marketability, feasibility, and the completion of Film.

5.1.12. The Artist shall not exploit any element of the Film including but not limited to any character created / portrayed, concept, story, script, etc. for its commercial gain or otherwise. The Artist shall at no point of time play a role for a film/ television program/ play, etc. having a script similar to the script of the said Film for any other person other than the Producer.

5.1.13. The Artist shall be personally liable for the performance of her obligations stated in this Agreement and the Artist are not and shall not be subject to any conflicting obligation or disability under any other

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Agreement which will prevent or interfere with the due execution and performance of the Artist's Services and obligations under this Agreement.

5.1.14. The Artist shall render the Services and perform her obligations under this Agreement, to the best of her skill and ability.

5.1.15. The Artist agrees and acknowledges that the Artist shall not hold the Producer responsible or liable for any loss of opportunity as a result of her rendition of Services under this Agreement.

5.1.16. The Artist shall render the Services in accordance with the requirements of the Producer and at any time of the day or night including Saturdays, Sundays and public or other holidays as set out in the Production Schedule/revised schedules, as the case may be.

5.1.17. The Artist is in a state of good health and shall take all reasonable practical steps necessary in order to maintain such a state and ensure the full and proper performance of the Services and the obligations of the Artist.

5.1.18. The Artist warrants that during the Shooting Period she will not, alter in any major manner or change her physical and facial appearance, without the prior written consent of the Producer.

5.1.19. The Artist shall co-operate with the Producer, its employees, representatives and associates to ensure the timely completion of the Film as per the Production Schedule.

5.1.20. The Artist shall not disparage or parody or use any negative and/or derogatory and/or defamatory remarks against the Producer, its assignee(s) and/or licensee(s), Director, co-artists of the Film.

5.1.21. The Artist has not and will not sell, transfer, mortgage, create a charge, encumbrance or create any security on the Services, the product of Services and the Works, and will not enter into any agreement in respect of distribution/ Exploitation rights of the Works, for any country of the Territory to or in favor of any party.

5.1.22. The Artist shall not bring any extra person to the shooting venue without prior permission from the Producer in this regard .

5.1.23. The Artist shall fully comply with all applicable Laws, rules, orders, and regulations including but not limited to any health and/or safety advisory/guidelines put in place by the Producer, on consumption of illegal substances, Anti-Bribery Laws etc.

5.1.24. The Artist shall not, whether by herself or through a third party, at any time, place any lien, charge, or other encumbrance on the Works/the Film or parts thereof.

5.1.25. The assignment of the Works or any part thereof, in Clause 4, is not contrary to the provisions of Section 19(8) of the Act.

5.1.26. The Artist shall not be entitled to any sums, monies, fees, compensation in connection with the Services, other than the Consideration.

5.1.27. There are no agreements or arrangements with any third parties, that may contravene, impair, or prevent the performance of obligations or assignment/license of rights contemplated under the terms of this Agreement.

5.1.28. The Artist shall not behave in such a manner as to offend the community or public morals or restrict/prevent the successful completion and exploitation of the Film or bring the Producer or the said Film into public disrepute, and the Artist shall at all times throughout the engagement respect public conventions and morals.

5.1.29. The Artist shall dress, wear her hair and make-up as directed by the Director and comply with all decisions of the Producer concerning the manner in which the Artist shall render the Services hereunder and be portrayed and presented in the manner specified by the Producer.

5.1.30. The Artist shall not exploit for its commercial gains, any of the characters, story, script, screenplay, musical score, lyrics, dialogues, footage or special effects (any adaptations thereof) that are created for the Film irrespective of the fact that such character was portrayed by the Artist in the Film or the Artist had rendered creative services in respect of the story, script, screenplay, musical score, lyrics, dialogues, footage, special effects or adaptations.

5.1.31. The Artist shall not disclose to the media or any third party regarding the terms and conditions of this Agreement and any details regarding the Film or any of them, scripts, story(ies), including the budget,

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storyline, cast & crew or and/or Artist's association with the Film and/or any other confidential or proprietary data of the Producer any other material details in relation to the Film or any of them.

5.1.32. The Artist shall not in any manner whatsoever circumvent or otherwise frustrate the intent of this Agreement.

5.1.33. In the event of the Artist being the recipient of any recognition or award for as "Artist" of the Film, the Artist shall acknowledge that the said Film is produced by Producer and directed by the Director.

5.1.34. The Artist is not now, and will not become, during the course of her engagement hereunder, a member of any collective bargaining organization which would restrict or limit the Artist's right to enter and fully perform the Agreement in accordance with the terms hereof, and there are no pending litigations, actions, proceedings claims, lien or encumbrances pending or threatened against him which prevent him from rendering services contemplated hereunder. The Artist further confirms that no proceedings are pending before any court of law or before any quasi-judicial bodies not limited to any film trade association, film distributors association or any governmental authorities that may in any manner restrict or impair or create any impediments in him rendering services for the Film.

5.1.35. The Artist will ensure that, during the Term, due care is given by the Artist to Producer's property and equipment in the Artist's care and control in relation to Film. Any loss or damage to such equipment must be recorded on the appropriate form, which must be handed to the Producer or its duly authorized representative.

5.1.36. The Artist hereby represents and warrants that the Artist shall not indulge in any act(s), which are outside the parameters of any Laws which may be in force in India, including but not limited to, the Indian Penal Code, 1860 - the Narcotic Drugs and Psychotropic Substances Act, 1985.

5.1.37. The Artist understands that as a company, the Producer is in full compliance with the Prevention of Sexual Harassment Act, 2013 and has zero tolerance towards any form of sexual harassment as defined under the aforementioned act. Further, the Producer has an internal complaints committee set up to address any complaints brought to it by any persons either working for the Producer and/or at the Producer's office and/or such persons who shall visit the Producer's office. Pursuant to the Artist's engagement with the Producer, she shall fully and strictly comply with the policies of the Producer with respect and the terms of the Prevention of Sexual Harassment Act, 2013 ("POSH"), by viewing the details of this Act on http://wcd.nic.in/act/handbook-sexual-harassment-women-workplace. Further, the Artist understands that discrimination based on race, colour, religion, nationality, ethnicity, age, gender, gender expression, gender identity, disability, marital status, sexual orientation, veteran status, or any other basis as prescribed by Laws is not tolerated.

5.1.38. The Artist shall be responsible for her own acts and omissions. The Producer shall not be responsible for any sort of losses, harm and injury caused to the Artist due to reasons attributable to the Artist's default or neglect, while rendering the Services for the Film under this Agreement. The Artist shall take due precautions and get herself adequately insured against all possible risk including but not limited to fire, theft and accident at their own cost.

5.1.39. The Artist shall not participate in any activity which may prejudicially affect the rendering of the Services in the manner prescribed in this Agreement or affect her reputation, image, status etc.

5.1.40. Each of the representations and warranties hereunder shall continue in full force and effect throughout the term of Producer's, its affiliates assignee(s), licensee(s) (as the case may be) rights hereunder, notwithstanding any delivery by the Artist of the Film or any items and documents of any kind and notwithstanding any expiration or termination of this Agreement.

6. BRAND ENDORSEMENT

6.1. It is agreed that the Producer shall be entitled to, without the prior approval of the Artist, tie-up and provide for in-film endorsements and sponsorships in the Film and for the commercial exploitation, marketing, and promotion thereof, where there is no interaction/ association or otherwise between the brands and the Artist in the Film in any manner whatsoever. The Producer is informed by the Artist that the Artist is endorsing certain brands, products, services, and trademarks from time to time, the current list of which is attached hereto as **Annexure- II.** The Artist shall, on a real time basis, inform the

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Producer in writing (emails permitted) of all the brand endorsements contracted by her from time to time during the Term hereof.

7. CREDITS

7.1. Subject to utilization of the Artist's Services by the Producer in and for the Film and the Artist not being in breach or default of this Agreement , the Artist shall be given credit in the Film, however, the decisions relating to and the finalization thereof in terms of font, color, manner in which the credit will be accorded in the credit titles/ scroll be the sole prerogative of Producer.

7.2. In the event the Artist has committed any act of moral turpitude and/ or any act which disparages the reputation of the Film, the Producer and/ or its assignee(s) and/ or licensee(s), then the Artist shall be accorded credit in a manner and form that shall be at the sole discretion of the Producer.

7.3. Any inadvertent failure of the Producer by itself or on behalf of its distributor/networks or their licensees or assigns to comply with the provisions of this clause shall not constitute a breach of this Agreement by the Producer, nor shall it entitle the Artist to seek injunctive or equitable relief hereunder. The Producer shall, on a best effort basis, remedy such failure by taking prospective remedial steps to rectify such failure to accord credits to the Artist in the manner agreed to herein.

8. CONFIDENTIALITY

8.1. The Artist 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 said Film and the Services to be rendered hereunder including any financial information relating to the said Film, the business of the Producer and this Agreement including its contents and keep strictly secret and confidential the script, screenplay, storyline, engagement of key personnel, star cast, budget, and other financial details, artistic content, characterization and treatment of the said Film. Further, the Artist shall not keep or take or publish any record written or otherwise relating to the said Film or any photographs of persons working on the said Film or of any matter or thing connected with the production of the said Film ("**Confidential Information**").

8.2. The Artist 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.

8.3. It is expressly clarified that the Artist shall not make any public statement or press statement or provide any interviews in connection with the Confidential Information without the prior written approval of Producer. The Artist shall not upload or share any photograph/stills/behind-the-scenes footages on any mode, medium or platform without a prior written approval of the Producer.

8.4. However, the above-mentioned clauses relating to Confidential Information shall not apply in the following cases:

8.4.1. If the Confidential Information is in the public domain on the date of receipt of such information by the Artist;

8.4.2. If the Confidential Information was known or available to the Artist on the date of its receipt from the Producer; or

8.4.3. If the Confidential Information is required to be furnished by Law or by any court order or order of any other regulatory authority.

8.5. Provided that in the case mentioned in sub-clause 8.4.3 above, the Artist shall give the Producer prompt notice of such requirement so that the Producer may seek a protective order or other appropriate remedy in respect thereof. If such protective order or other remedy is not obtained, the Artist will exercise reasonable endeavors to attain assurances that confidential treatment will be accorded to such Confidential Information so disclosed.

8.6. It is however agreed that the Producer on its own shall have the right to make all public statements and/or announcements in relation to the Film.

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9. SUSPENSION

9.1. Notwithstanding any provision of this Agreement, the Artist's Services, the accrual of the Artist's Consideration, and the running of any periods provided for herein, shall be suspended without notice during the periods specified below:

i) During all periods that the Artist does not or cannot adequately render Services hereunder because of the Artist's Incapacity and/or breach/default.

ii) During all periods that development or production of the Film is prevented, hampered, or interrupted because of Force Majeure Events.

9.2. All dates set forth or provided for herein shall be postponed for a period equivalent to the period of such event and for such additional term as is reasonably necessary for the Producer to recommence its usual business operations. The Producer may lift any suspension and re-impose it for the same Force Majeure Event and intimate the Artist with respect to the same.

10. TERM AND TERMINATION

10.1. **Term**: This Agreement shall come into force from the Effective Date and shall continue until completion of the Services as per the Production Schedule or the release of the Film, whichever is later, unless terminated earlier as per the provisions of this Agreement. Further all rights granted to or for the benefit of Producer hereunder, shall survive in perpetuity (the "**Term**").

10.2. **Grounds of termination:** Producer shall have the right to terminate this Agreement upon the occurrence of the following:

10.2.1. the non-performance, non-observance or breach by the Artist of the Services, representations, warranties and obligations and failure to remedy the same within 7 (seven) days during the Shooting Period of the Film and within 15 (fifteen) days during the remainder of the Term from the receipt of a notice from the Producer;

10.2.2. forthwith upon the Artist committing any act or omission which may prejudice the Film and/or reputation of the Producer, in any manner whatsoever;

10.2.3. if the Artist's Incapacity continues for a consecutive period exceeding 15 (fifteen) days;

10.2.4. the occurrence of a Force Majeure Event;

10.2.5. forthwith upon the production of the Film being cancelled, abandoned, or indefinitely postponed for any reason whatsoever;

10.2.6. Any act or omission which may prejudice the Film and/or reputation of the Producer and its assigns;

10.2.7. Notwithstanding anything contrary stated herein, the Producer shall be entitled to forthwith terminate this Agreement without giving any reasons by issuing a written notification to the Artist.

However, the termination in Clause 10.2 shall be without prejudice to the other remedies available to the Producer in law and equity.

11. CONSEQUENCES OF TERMINATION

11.1. The Parties shall be released from all further obligations under this Agreement.

11.2. In the event the Agreement is terminated for any reason attributable to the Artist, Artist agrees to refund any/ all amounts paid towards Consideration by the Producer to the Artist, till the date of termination, within 7 (seven) days of such termination along with 24% (twenty four) per cent interest per annum, to be calculated from the date when the payment was due until the actual realization of the refund amount by the Producer, without any protest or demur from the Artist and the Producer shall not be liable to make any further payments towards the Artist's Consideration.

11.3. In the event the Agreement is terminated for any reason not attributable to the Artist then any and all amounts paid to the Artist shall be full and final and the Producer shall not be liable to pay any further sum of money to the Artist. However, the Artist agrees to forthwith return to the Producer any portion of the Consideration paid by the Producer which exceeds the sums due to the Artist for the Services rendered by the Artist till the date of termination within 7 (seven) days of such termination.

11.4. The termination of this Agreement shall not affect Producer's ownership or enjoyment of the

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Intellectual Property Rights in and to the Works, and all or any other rights granted, assigned to Producer under this Agreement including all rights relating to the Film and the proceeds of the Services provided by the Artist.

11.5. The Artist shall return any/all material, personal notes and any other material, scripts, story, screenplay, dialogue drafts, etc. as may be provided by Producer to the Artist for the purpose of rendering her Services hereunder without any demur or protest.

11.6. The Artist shall not be entitled to receive any credits in the Film or anywhere with respect to the in the event of any breach of this Agreement by the Artist.

11.7. Upon termination of this Agreement, the Producer shall be entitled to use a double to complete the Film or appoint another artist to replace the Artist in Film.

11.8. Notwithstanding the termination, or expiration of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof, shall survive the termination or expiration of this Agreement.

12. INDEMNITY

12.1. The Artist hereby agrees to indemnify, defend, and hold harmless the Producer, its assignees, affiliates, licensees each of its directors, officers, shareholders, employees and/or agents, from and against, any and all losses, claims (including third party claims), demand, actions, causes of action, awards, liabilities, damages, costs, fees (including reasonable attorneys' fees), expenses, fine, penalty, suit, investigations, arbitration, or other proceedings brought against the Producer and/or its assignees, licensees etc. ("**Claims**") arising out of whether directly or indirectly or relating to: (a) a breach and/or alleged breach of this Agreement by the Artist; (b) negligent acts or willful omissions by the Artist in relation to the Services for the Film; or (c) Exploitation of the Works or parts thereof; (d) on non-performance or breach of any representations, warranties, covenants, obligations and/or undertakings made by the Artist or such representations and warranties turning out to be untrue and false. The Producer will inform the Artist of such Claims (provided, however, that any delay in notification will not relieve the Artist of her obligations under this Agreement). The Artist shall, at her own expense, defend or settle such Claims, provided however, that in settling any Claims, the Artist will not make any admission on behalf of the Producer and/or its licensees, assignees etc. and will not agree to any terms or conditions that do, or reasonably could, result in any admission by or the imposition of any liability upon the Producer and/or its licensees, assignees etc., without the prior written consent of the Producer.

12.2. If the Artist does not assume the handling, settlement or defense of any such Claims or litigation, the Artist, in addition to defending and holding the Producer and/or its assignees, licensees etc. harmless from the amount of any damages awarded in any final judgment entered on account of such Claims, shall reimburse the Producer and/or its assignees, licensees etc. for all reasonable costs and expenses and external legal counsel fees incurred by the Producer and/or its assignees, licensees etc., in connection with the defense of any such Claims or litigation. The Producer and/or its assignees, licensees etc. reserve their right to defend themselves with a counsel mutually agreed at all times.

12.3. Notwithstanding anything to the contrary contained herein, the Producer shall not be liable to the Artist for any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill and/or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses and to the fullest extent permitted by applicable law, the Artist hereby waives all claims against the Producer and its assignees, affiliates, distributors or financiers of the Producer for any indirect, special, incidental, punitive, and consequential damages. This Clause 12 shall survive the termination/expiry of this Agreement.

13. REMEDIES

13.1. It is understood that the Artist's Services are special, unique, personal and of an intellectual character, giving them a peculiar value which cannot be compensated in monetary terms or damages and the Producer is entitled to seek equitable relief against the Artist of all the Services and obligations set forth

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in this Agreement, without prejudice to any other remedies that may be available to the Producer at law or in equity.

13.2. Notwithstanding any other provision of this Agreement, the Artist however agrees and acknowledges that her sole remedy for any breach by the Producer shall be an action at Law for damages and further such damages are fully adequate to compensate her in the case of any such breach by the Producer hereunder. The Artist further agrees that she shall not seek or be entitled to rescission, injunctive or other equitable relief.

13.3. Without waiving any of the Producer's rights or remedies under this Agreement or otherwise, the Producer may from time-to-time record by action any damages arising out of any breach of this Agreement by the Producer may institute and maintain subsequent actions for additional damages which may arise from the same or other breaches. The commencement or maintaining of any such action(s) by the Producer shall not constitute an election on the Producer's part to terminate this Agreement nor constitute or result in termination of the Artist's Services hereunder unless the Producer shall expressly so elect by issuing a written notice to the Artist. All rights and remedies granted hereunder to the Producer are cumulative and not alternative to each other and the Producer may exercise one or more of such rights and remedies in conjunction with the other.

14. GOVERNING LAW AND JURISDICTION

14.1. This Agreement shall be governed and construed in accordance with the Laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai.

15. MISCELLANEOUS

15.1. **Entire Agreement & Amendments**: This Agreement, together with all Agreements and documents executed contemporaneously with it or referred to in it, constitute the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understanding whether oral or written with respect to such subject matter. No amendment, modification or change of this Agreement will be valid unless in writing and signed by an authorized representative of the Parties to be bound. This Agreement is to be executed either physically or virtually as per the discretion and instruction for the Producer and/or its assignees, licensees etc.

15.2. **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.

15.3. **Relationship of Parties**: None of the provisions of this Agreement shall be deemed to constitute a partnership, joint venture, agency, employer-employee relationship between the Parties and no Party shall have the authority to bind or shall be deemed to be the agent of the other Party in any manner.

15.4. **Severability:** In the event of any term, condition, or provision of this Agreement being 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 been 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 to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

15.5. **Waiver**: Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in this Agreement shall constitute a waiver by Producer of that or any other right, remedy, or power.

15.6. **Notices**: All notices given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses, as stated hereinabove, in this Agreement. Any notice given, under this clause, shall be deemed received by the Party to whom it is addressed when (i) in case of notice delivered by hand: when so delivered; (ii) in case of pre-paid post, then on the third clear day after the date of posting; (iii) in case of email, then 24 (twenty-four) hours after the email is sent.

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15.7. **No Guild or Association:** At the time of signing of the Agreement, the Artist is not part of any collective bargaining agreement. In the event the Artist enters into a collective bargaining agreement during the course of the Term, it shall notify the Producer.

15.8. **Anti- Bribery:** The Artist agrees to be in complete compliance of all the applicable Laws for the purpose of the Film and shall seek all approvals under the applicable Laws in connection with the Services, and also all applicable licenses, permits and approvals (if any) from the relevant governmental authorities or bodies in relation to export and/or import of any materials related to the Film, and for the purpose of delivery of any of the Works to the Producer. The Artist shall ensure that in connection with the present Agreement, The Artist shall not act in a manner either by omission or commission or allow any of its sub-contractors, third parties engaging with the Artist, that would violate or fail to comply with the Indian Prevention of Corruption Act, 1988 and its foreign counterparts and all other applicable anti-bribery laws (collectively, "**Anti-Bribery Laws**").

15.9. **Assignment:** The Artist shall not be entitled to transfer nor assign this Agreement nor any of her rights or obligations hereunder, whether in whole or in part, by delegation, subcontracting, operation of Law, or otherwise, in any manner whatsoever. However, Producer and any subsequent assignees and/or licensees may freely assign this Agreement and grant its rights and/or obligations hereunder, in whole or in part to any third party.

15.10. **No Obligation:** The Artist expressly acknowledges and agrees that her engagement under this Agreement shall in no way constitute or be deemed to constitute an obligation on part of the Producer and/or their onward assigns and/or licensees, to use the Works and/or results and proceeds of the Services rendered by the Artist as part of the Film or otherwise. Accordingly, the Artist shall not hold the Producer responsible or liable for any loss of opportunity as a result of her rendition of Services under this Agreement.

15.11. **Survival:** It is agreed that the provisions of this Agreement relating to representations, warranties, covenants, undertakings, indemnity, confidentiality, and any rights granted by Artist to or for the benefit of Producer or any other person or Agency shall survive the expiration or early termination of this Agreement.

15.12. **Insurance:** Producer and all its successors, licensees, and assigns may secure in its/their own name or otherwise and at its/their own cost and expense life, health, accident, cast or other insurance covering Artist and the Artist shall have no right, title, or interest in or to such insurance. The Artist shall submit to usual and customary medical examinations for the Producer's insurance purposes (including self-insurance) and will sign such applications or other documents reasonably required. The Artist may have her own physician present at any such examination at the Artist's own expense.

15.13. **No Duress**: The Parties hereto have freely and voluntarily entered into this Agreement after an adequate opportunity to review and discuss the terms and conditions and all factual and legal matters relevant hereto with counsel freely and independently chosen by it and this Agreement has been executed without fraud, duress, undue influence or coercion of any kind or nature whatsoever having been exerted by or imposed upon any party.

15.14. **Stamp Duty:** The stamp duty on this Agreement shall be borne by the Producer as per the Maharashtra Stamp Act 1958.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Signed on behalf of the withinnamed "**Producer**")
SUNSHINE PICTURES PRIVATE LIMITED)

Through its authorized signatory)

Signed on behalf of the withinnamed "**Artist**")

SHEFALI SHAH)

In the presence of
1.

2.

ANNEXURE - I

"**Modes, Media and Formats**" of Exploitation of the Works shall include but shall not be limited to the following and for the territory of the universe and in perpetuity, viz.:

a) All television, video, satellite, internet, digital and cable rights, and all other rights (including re-issue rights), for the purpose of exhibiting, broadcasting, or Exploiting in any manner whatsoever, by the use of any method - technology, in any and all languages and versions of the world (including dubbed, subtitled, and narrated), in whatsoever manner;

b) To use and incorporate the Works in all or any formats including but not limited to 35 mm and all other sizes/formats of cinematograph film formats or digital video equivalents, photographs or digital equivalents, audio in any formats;

c) non-theatrical, commercial, television including terrestrial television rights, public video, Pay TV rights, Free TV rights, satellite television rights (including MMDS, SMATV, DTH, SSL, XDSL, DBS, HITs, HDTV, FTA), cable television rights, Doordarshan, Prasad Bharti, linear/ non-linear DTH Rights, TV spin-off rights, linear transmission/ retransmission, pay per view rights (residential and non-residential), video on demand across all platforms (NVOD, SVOD, NMOD, FVOD, TVOD, AVOD, PPV) and downloads, streaming or other kind of data packet transfer technology through internet/broadband/IPTV/DTO (Download to Own), Download to Rent and Download to Hire platforms, EST (Electronic Sell Through), satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband, WAN), WAP/iMode and any other modes of wired or wireless distribution or Exploitation via radio frequencies etc. whether circuit switched or packet switched, mobile broadcast technology, mobile communications technology, digital TV (including DBV-H, DBV-T, etc.), radio rights anywhere in the world, commercial video rights, NSTV (non-standard television), website rights, new media rights, DDHE (digital delivery home entertainment), DTT (digital terrestrial television), Computer games rights, syndication rights, ancillary rights, festival rights, institutional rights, educational rights, AR (augmented reality) rights, and VR (virtual reality) rights;

d) All home entertainment devices including 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 - any similar devices;

e) Television (including Smart TVs and other variants), computing devices, handheld devices (mobile phones, tablets, notepads etc.), Exploitation through Personal Video Players (PVPs), Personal Video Recorder, Digital Video Recorder, 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 Works (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), Personal digital assistants ("PDAs"), Personal entertainment devices ("PEDs"), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, 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;

f) Interactive multimedia, clips, Home Video Rental & Sell Through (including DVD, Compact Disc, Laser Disc, Blue Ray Discs, Video Compact Disc, Video Cassette, Videograms,

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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 - in relation to the audio visual material - musical work of Works containing all songs, to be produced or reproduced in the format of music cassettes, CDs, Blue rays, VCDs and DVDs - any optical storage devices or other kinds of digital or other kind of storage devices. Conversion - production - transmission in any format including but not limited to SD (standard definition), HD (High Definition), 2Dimensional, 3Dimensional, 4Dimensional or any other multidimensional, holographic, or other formats;

g) Exploitation of the Works through the following modes and mediums : Physical; mechanical; magnetic; analog; optical; electric; electronic; wireless; intranet or local wireless; wireless telephony within the meaning of the Indian Telegraph Act; wireless broadcasting; terrestrial; satellite; cable; wired broadcast; landline telephony; mobile telephony and data services of any kind not limited to 2G, 3G, 4G, BWA, LTE; internet telephony; cyber; internet; streaming; webcasting; simulcasting; downloading; uploading; P to P; radio; television; biotechnological; nano-technological; nuclear; molecular. The Parties acknowledge that the terms "mode" and "medium" are not limited to any particular format or device, and that this assignment extends to and includes the right to Exploit the Works using all devices and formats employing the said modes and mediums and any other modes and mediums in use at the time of execution of this Agreement

h) To produce, distribute and Exploit prequels, sequels, remakes, games, adaptations, mobisodes, webisodes, audio summaries, dialogue bites, plays, dramatic works, novels, television Film, spin off Film, films etc.as per the terms of this Agreement;

i) All modes, media, and formats of Exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof

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ANNEXURE – II
ARTIST BRANDS

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ANNEXURE – III
WORKING GUIDELINES

1. In the event the Artist is required to travel out of Mumbai in order to render the Services including any promotional services anywhere in India or abroad, all expenses, including but not limited to travel, stay and food of the Artist, and her Shooting and Artist Staff shall be borne by the Producer. The Producer shall arrange for Hair, make up and costume stylist for the artist.

2. The Producer shall provide:

a) Air tickets: When Artist's services for both shooting and promotional services for the Film, which are required by the Producer or its Assigns to be rendered at a place outside of Mumbai, the Producer shall arrange all the arrangements during shooting and promotions [travel, stay and local transport] for Artist and staff spot only will be taken care by Producer and it will be equivalent to all the other lead cast.

b) Food: Producer shall provide regular meals for breakfast, lunch and dinner to the Artist, Shooting Staff and Artist Staff.

c) Dressing room/vanity van: The Producer shall provide the Artist with an exclusive compartment, fully furnished, air-conditioned dressing room/vanity van with an attached toilet when the Artist is rendering the Services set out in this Agreement, for Artist's exclusive use. [In case of any location where Vanity is not possible, Artist shall be provided with an exclusive room.]

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महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

18317279314025

Bank/Branch: IBKL - 6910332/MUMBAI- BANDRA WEST
Pmt Txn id : 693788229
Pmt DtTime : 03-MAR-2021@12:47:27
ChallanIdNo: 69103332021030350933
District : 7101-MUMBAI

Stationery No: 18317279314025
Print DtTime : 03-MAR-2021 13:29:20
GRAS GRN : MH012559269202021S
Office Name : IGR182-BOM1_MUMBAI CITY
GRN Date : 03-Mar-2021@12:47:28

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 47,500/- (Rs Four Seven, Five Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h)(A)(iii)--Agreement relating to specific performance
Prop Mvblty: N.A.
Consideration: R 95,00,000/-
Prop Descr : ARTIST AGREEMENT SHEFALI SHAH AND SUNSHINE PICTURES PVT LTD

Duty Payer: PAN-AACCR2518P,RED CHILLIES ENTERTAINMENTS PRIVATE LIMITED

Other Party: PAN-AAPPC4419A,SHEFALI SHAH

Bank Name & Signature

Bank official Name & Signature for customer

--- - - - Please write below this line --- ---

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

ARTIST SERVICE AGREEMENT

This Artist Service Agreement **("Agreement")** is made and executed into at Mumbai on this____ day of _____ 2021 and shall deem to be effective from the _____ ("**Effective Date**").

BY AND BETWEEN:

Red Chillies Entertainments Private Limited a company registered under the provisions of the Companies Act, 1956, bearing CIN: U92130MH2002PTC135790 and GSTIN: 27AACCR2518P1Z1 having its registered office at Plot no 612, Junction of 15th Road and Ramkrishna Mission Road, Santacruz (West), Mumbai 400 054 hereinafter referred to as the "**Producer**" (which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors-in-interest and assigns) of the FIRST PART; **AND**

Shefali Shah, an adult Indian inhabitant residing at C - 3506, Oberoi Springs, New Link Road, Andheri (West), Mumbai - 400053 having PAN: AAPPC4419A GSTIN: 27AAPPC4419A1Z3 (hereinafter referred to as "**Artist**", which expression, shall except in respect of personal obligations of the Artist and unless it be repugnant to the context or meaning thereof, shall be deemed to mean and include her legal heirs and representatives, successors and administrators save and except for any personal obligations of the Artist) of the SECOND PART; **AND**

Sunshine Pictures Private Limited, having PAN: AACCE0821G GSTIN: 27AACCE0821G1Z3 and its registered address as A-102 Bharat Ark, 1st Floor, Azad Nagar, Veera Desai Road, Andheri (West), Mumbai - 400053 hereinafter referred to as the **"Confirming Party"** (which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors-in-interest and assigns) of the THIRD PART;

The Producer and Artist shall hereinafter be referred to individually as '**Party**' and collectively as the '**Parties**'.

WHEREAS:

A. The Producer is engaged inter alia in the business of production of cinematograph films and other audio-visual contents throughout the world;

B. Artist is a well-known and reputed actor in the entertainment and media industry.

C. Artist has authorized the Confirming Party to collect the Consideration on its behalf under this Agreement.

D. The Producer is desirous of producing a cinematograph film in Hindi language tentatively titled as **"Darlings"** being directed by Jasmeet Reen "**Director**") (herein after referred to as '**Film**').

E. Based on mutual discussions, The Producer is desirous to engage Artist for the Film and render the Services on a "Work for Hire"/ "Commissioned Work" basis upon the terms and conditions as stated herein below:

BASIC COMMERCIAL TERMS

1.	**Services**	The Artist shall render her Services in the capacity of a lead actor and as specified hereunder and as per Services enumerated in **Annexure 1**.

2.	**Exclusivity**	The Artist shall render her Services on an exclusive basis during the Shoot Days (as defined hereinafter).
3.	**Timelines**	The Artist shall be present at the shoot location and render her Services for the Shoot Days during Shooting Period. For the period commencing from 27th March 2021 to 27th April 2021, Artist shall allocate such number of Shoot Days to the Producer as the Producer may require on a first priority basis. In the event any Shoot Day remains unutilized by the Producer, such unutilized Shoot Days shall further be allocated to the Producer on or before 15th June 2021, save and except the dates already blocked by the Artist for any third party and such blocked dates shall be intimated to the Producer in writing (emails permitted), with the understanding that during the aforesaid Shooting Period, Artist hereby agrees and undertakes to consult with the Producer before providing her dates to any third party, and the Producer shall not unreasonably withhold the same. As of the date of execution of this Agreement, dates already committed to third parties shall be intimated to the Producer by the Artist in writing (emails permitted). In addition to the above, the Artist shall also make herself available on such dates as determined by the Producer in consultation with the Artist, with an understanding that such dates shall be allocated near the release of the Film, for all promotional and publicity activities/events during the Publicity Period in accordance with the Production Schedule.
4.	**Consideration**	a) In lieu Services to be rendered by the Artist set forth in this Agreement and towards assignment of rights in the Works, the Confirming Party on behalf of the Artist shall be paid an all-inclusive consideration of INR 95,00,000/- (Indian Rupees Ninety Five Lakhs Only) plus applicable GST and subject to TDS as per the Income Tax Act, 1961 (the "**Consideration**"), which shall be payable as per the Payment Schedule mentioned below. b) The Consideration shall be subject to tax deducted at source under the provisions of the Income Tax Act, 1961 or any other applicable legislation. The applicable GST or such other applicable tax of similar nature on the Consideration, shall be paid by the Producer along with the Consideration. Any personal income tax shall be to the account of the Artist and the Producer shall not be liable to pay any amounts to the Artist or the Confirming Party over and above the amount of Consideration as mentioned herein, which the Confirming Party on behalf of the Artist confirms to be adequate consideration in relation to the Services being rendered under this Agreement. c) The Confirming Party on behalf of the Artist agrees that the Artist shall not be entitled to any other expenses or reimbursements from the Producer save and except as set forth herein and/or as specifically agreed in writing by the Parties (emails allowed).

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d) It is clarified that the Producer shall pay applicable GST only on submission by the Confirming Party on behalf of the Artist and receipt by the Producer, of a GST Invoice with the Artist's GST registration number and all required details mentioned therein (a self-attested scanned copy of the GST Registration number shall be emailed to the Producer). It shall be the duty of the Artist to deposit the GST amount before the concerned statutory authorities, on time, in each instance required. The Producer shall however not be liable for any delay in this payment and/or for the consequences arising out of delayed payment or non-payment. It is further clarified that the Artist shall alone be liable/ responsible, for payment of interest, penalty, etc., if it delays in making the deposit of any such tax or delays in filing the tax return. The Producer represents that he has a valid TDS registration and warrants that he shall pay the applicable TDS amount to the appropriate government authority within the prescribed timelines and in compliance with any law for the time being in force with respect to the same. Further, the Producer shall provide the Confirming Party on behalf of the Artist with the appropriate TDS certificate in a timely manner. The Confirming Party and/or Artist shall however not be liable for any delay in this payment and/or for the consequences arising out of delayed payment or non-payment. It is further clarified that the Producer shall alone be liable/ responsible, for payment of interest, penalty, etc., if it delays in making the deposit of any such tax or delays in filing the tax return.

e) The Artist shall not without the prior written consent (emails allowed) of the Producer incur any expenditure or incur costs on behalf of the Producer or bind the Producer to any obligation and/or liability, contractual or otherwise.

f) In case the Film is abandoned or not completed due to unavoidable circumstances beyond the control of the Parties hereto including but not limited to a Force Majeure Event and in case of termination due to such abandonment, the extent of Consideration payable to the Confirming Party on behalf of the Artist shall be limited to the amount due for Artist's Services rendered till such date of abandonment/termination, as the case may be, and shall be deemed to be the full and final payment of Consideration under this Agreement. The Producer shall no longer be under any liability to pay any further amount to the Confirming Party on behalf of the Artist, whatsoever save and except as per the terms herein. Further, no Association or Federation or Guild shall have any jurisdiction in this matter.

g) Royalties, if any shall be payable to the Artist as per applicable laws. The Artist undertakes to collect the royalties from the relevant copyright society (if and when applicable) and not claim the same from the Producer.

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5.	**Payment Schedule**	The Consideration of INR 95,00,000/- (Indian Rupees Ninety Five Lakhs Only) as aforesaid, shall be payable to the Confirming Party on behalf of the Artist in accordance with the tranches as mentioned below: a) 10% of the Consideration shall be payable on signing of this Agreement. b) 10% of the Consideration to be payable upon commencement of the pre-production of the Artist. c) 15% of the Consideration shall be payable on commencement of shoot of the Artist. d) 10% of the Consideration shall be payable on 25% completion of the shoot of the Artist e) 10% of the Consideration shall be payable on 50% completion of the shoot of the Artist. f) 10% of the Consideration shall be payable on 75% completion of the shoot of the Artist g) 10% of the Consideration shall be payable on 100% completion of shoot of the Artist; h) 10% of the Consideration upon edit lock of the Film; i) 10% of the Consideration shall be payable upon completion of dubbing by the Artist; j) 05% of the Consideration shall be payable 7 (seven) days prior to the release of the Film. The payment shall be made to the Artist within 21 (twenty one) days of submission of a valid invoice to the Producer. In the event that any over-payment is made by mistake or otherwise by the Producer pursuant to Clause 5 (a) above, the Producer shall adjust such excess payment paid to the Confirming Party on behalf of the Artist in the next tranche of her payment of Consideration. It is expressly clarified that no additional consideration/fees shall be paid to the Confirming Party on behalf of the Artist over and above the Consideration for rendering the Services towards the promotion of the Film during the Publicity period.
6.	**Travel and Accommodation**	In case the Artist's presence is required, during the Term of the Agreement (including promotions), out of the limits of Mumbai, the Artist agrees to make herself available at such places, on such dates and as per the timelines as detailed in the Production Schedule. In such an event, the Producer

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		undertakes to make all arrangements, in accordance with the Working Guidelines as mentioned in Annexure-3 of this Agreement.
7.	**Credits**	The Artist shall receive single-slate credit in the Film, as" Shefali Shah" in the main titles along with the lead cast and which credits shall be of the same size and font as the other lead cast of the Film. Subject to the aforesaid, all decisions relating to and the finalisation thereof of the credit titles and the title scroll shall be the sole prerogative of the Producer. The Artist agrees that any casual or inadvertent failure or error to accord credits to the Artist shall not be treated as a breach of this Agreement from the end of the Producer and the Producer shall prospectively remedy such failure across all positive prints of the Film within 48 (forty eight hours) from the receipt of notice from the Artist informing the Producer of such failure.
8.	**Entire Agreement**	These Basic Commercial Terms are subject to other customary Standard Terms, including, without limitation, the Producer's ownership rights to the Film, as set forth in the Standard Terms below. If there is any conflict between these Basic Commercial Terms and the Standard Terms, these Basic Commercial Terms will prevail. Capitalized terms that are not defined in these Basic Commercial Terms are defined in the Standard Terms or the Annexures.

Signed for and on behalf of **RED CHILLIES ENTERTAINMENTS PRIVATE LIMITED**	Signed for and on behalf of **ARTIST**
By: Name: Venkatesh Mysore Title: CEO	By: Name: Shefali Shah Title: Actor
Signed for and on behalf of **Sunshine Pictures Private Limited**	
By: Name: RAVICHANDRA NALLAMMA Title: COO	

STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**: For the purpose of this Agreement, unless otherwise repugnant to the context and meaning thereof, the following terms shall have the meaning ascribed to them as under:

a) "**Agreement**" shall mean this Agreement, the recitals and any and all schedules, annexure and exhibits attached to it or incorporated in it by reference and shall include any amendments or addendums to this Agreement effected in accordance with this Agreement, in writing and signed by the Parties.

b) "**Confidential Information**" shall mean and include without limitation, whether tangible or intangible any and all information pertaining to the Film including but not limited to (i) all information relating to the Intellectual Property thereof; (ii) all concepts, ideas, creations, developments, designs, discoveries, processes, methods, formulae, techniques and work products; (iii) all information related to the marketing activities and techniques of the Producer in relation to the Film; (iv) all information relating to the persons and organizations with whom the Producer has or has had business relationships, including without limitation, customer lists, prospective customer lists, vendor details in relation to the Film; (v) all financial information of the Film; and (iv) and all other information regarding the Film that the Artist acquires or gains in the course of performance of its Services or that has been provided to the Artist by the Producer, or by any employee of the Producer, in connection with the production, exploitation, promotions, marketing and distribution of the Film.

c) "**Creative Decision Rights**" shall mean all the decisions regarding the performance of Services, Role, theme, concept, story, screenplay, dialogue, script, the characters, cast and crew and the background settings, light effects, lay-out and any other creative elements of the Film.

d) "**Derivative Works**" shall mean all the subsequent works based on the Film, title, script characters and/or any underlying works in the Film developed by the Producer and/or any licenses/assignees of Producer, including without limitation remakes, adaptations, prequel, sequel, script for cinematograph film, comic books, make for home video productions, television productions, audio clippings, shots (audio or video), commercial works, stage plays, action figurines, novels, internet websites, games, etc. in existing or emerging forms or formats. "**Derivative Rights**" shall mean the right to produce Derivative Works based on the Works in any and all languages.

e) "**Force Majeure Event**" shall mean an act of God including but not limited to fire, flood, earthquake, epidemic, pandemic (except the present COVID-19 pandemic wherein the Artist is able to provide her services and the Producer is able to procure them), windstorm or other natural disaster; act of any sovereign including but not limited to war, invasion, act of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction, or damage to property owned or used by the Producer connected with the production of the Film by or any order of any government or public or local authority or imposition of government law, judgment, order or decree, sanction, embargo or similar action, blockade or labor dispute including but not limited to strike, lockout, or boycott; and

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any such act beyond the control of any Party whereby the Parties are prevented from performing their respective obligations under this Agreement provided that no act or event shall be a Force Majeure Event in relation to an affected Party unless it/ she has taken all steps if any which it/ she could reasonably be expected to have taken in order to prevent such act or event or the consequences of the same from occurring.

f) **"Intellectual Property"** shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes copyrights, rights of privacy and publicity and other forms of intellectual or property, , any other protected rights or assets and any licenses and permissions 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.

g) "**Intellectual Property Rights**" shall mean all rights arising out of and/or in connection with the Intellectual Property.

h) "**Modes, Media and Formats**" of exploitation of the Works shall mean and include all the modes, media and formats as mentioned under **Annexure 2.**

i) "**Post-Production Period**" shall mean such period (as mentioned in Annexure-1) following the expiry of the Shooting Period until the delivery of the first censored copy, as may be required by the Producer to complete the Film. This includes but is not limited to dubbing, re-takes for the betterment of the Film, etc., as specified in Annexure-1.

j) "**Pre-Production Period**" shall mean such period (as mentioned in Annexure-1) prior to the commencement of the Shooting Period as specified in the Production Schedule for the purposes of pre-production for the Film. This includes but is not limited to preliminary discussions, script readings, sittings, workshops, conferences, rehearsals, publicity photographs, stills and wardrobe tests, training and fitness programs etc., as specified in Annexure -1.

k) "**Production Schedule**" shall mean the tentative production schedule for the Film as determined by the Producer, wherein the dates on which the Artist is required to render her services shall be determined by the Producer in consultation with the Artist, containing dates, times and locations for the Pre-Production Period, the Post-Production Period and the Publicity Period of the Film. The Production Schedule shall also contain the dates during the Shooting Period which shall be agreed to in accordance with the provisions of Clause 3 of the Basic Commercial Terms. It is further clarified that the term Production Schedule also includes any Revised Schedule/s, determined by the Producer in consultation with the Artist, if any as per the terms hereof. The period/dates in the Production Schedule shall be incorporated as and when finalised between the Parties as per the terms of this Agreement.

l) "**Publicity Period**" shall mean such period (as mentioned in Annexure-1) during which the Artist shall make herself available, on such pre-intimated dates around the release of the Film which will be determined by the Producer in consultation with the Artist, for the promotion and publicity of the Film including interviews, reality shows, live gigs, etc. and post-release publicity in India or outside India, as per the terms of this Agreement.

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m) "**Rights"** shall mean all the rights in relation to and associated with the Film and/or Works, Intellectual Property Rights, Derivative Rights, exploitation rights and any and all allied, incidental and ancillary rights, in and in relation to the Film/Script whether now known or discovered in the future;

n) "**Revised Schedule/s**" shall mean the revised Production Schedule as per the changes made by the Producer from time to time in consultation with the Artist.

o) "**Role**" shall mean the part of one of the lead characters, tentatively named "**Shamsunnissa**" to be performed by the Artist in the Film in accordance with the terms and conditions of this Agreement.

p) "**Script**" shall mean the final draft of the script with no version 1 dated [25 January 2021] including the screenplay as provided by the Producer to the Artist, pursuant to which the Artist has agreed to perform the Role, annexed hereto as **Annexure 4**.

q) "**Services**" shall include the services to be rendered by the Artist with respect to the Film and any other services in the manner as provided in **Annexure 1** of this Agreement.

r) "**Shooting Period**" shall mean the period during which the principal photography of the Film shall take place at such times and locations as determined by the Producer and dates as set forth in the Production Schedule in accordance with the provisions of Clause 3 of the Basic Commercial Terms, which are agreed to by the Artist. This includes but is not limited to acting, dancing, looping, wild lines and such other customary services as may be required by the Director and the Producer.

s) **"Shoot Days"** shall mean a period of 27 days with a grace period of 3 additional days during the Shooting Period during which the Artist shall render her Services. It is hereby clarified that each Shoot Day shall be a 12 (twelve) hour shift including hair and make- up of the Artist however excluding any travel time taken by Artist to travel to and from shoot locations.

t) "**Term**" in relation to Services shall mean a period from the Effective Date of this Agreement until the theatrical release of the Film unless terminated earlier in accordance with the provisions contained herein. It is however clarified that the Term for exploitation of the Works and Rights shall be in perpetuity.

u) "**Territory**" shall mean the territory of the entire universe.

v) "**Work(s)**" shall mean all the results and proceeds of the Services rendered by the Artist pursuant to this Agreement; including all other work/s or aspects created by the Artist including all material, created, developed, submitted, added, created, interpolated or performed by the Artist, from the inception of creation and irrespective of the stage of development or completion of the same, and which may have been or may be rendered in collaboration with others rendered for the Producer and shall include the Rights attached to the Works in relation to the Film pursuant to this Agreement. However, it is clarified that Works shall not include any material (including dialogues, script etc.) provided to the Artist by the Producer at its sole discretion.

1.2 **Interpretation:** The terms referred to in this Agreement, unless defined otherwise or unless inconsistent with the context or meaning thereof, shall bear the same meaning as defined under the relevant statute/legislation.

a) All references in this Agreement to statutory provisions shall be construed as meaning and including references to;
b) Any statutory modification, consolidation or re-enactment (whether before or after the date of this Agreement) for the time being in force;
c) All statutory instruments or orders made pursuant to a statutory provision; and
d) Any statutory provisions of which these statutory provisions are a consolidation, re-enactment or modification;
e) Words denoting singular shall include the plural and words denoting any gender shall include all genders;
f) References to Recitals, Articles, clauses, or Annexures unless the context otherwise requires, shall mean references to recitals, articles, clauses, or Annexures contained in this Agreement;
g) The terms "include" and "including" shall mean "include without limitation". The headings/ subheadings/ titles/ subtitles to articles, clauses, sub-clauses and paragraphs are for information only, shall not form part of the operative provisions of this Agreement or the annexures, and shall be ignored in construing the same.

2. ENGAGEMENT OF ARTIST

2.1 The Producer hereby appoints the Artist in her capacity as an artist to provide the Services as detailed in Annexure-1. Artist agrees that time shall be of the essence of this Agreement with respect to performance of the Services by the Artist and hence shall render the Services in timely manner.

2.2 It is specifically agreed between the Parties that all Creative Decision Rights i.e. the exclusive right to decide on all aspects relating to the Role to be enacted by the Artist in relation to the Film including, without limitation, the interplay between various artists, the right to determine how the Artist shall dress, emote, and wear her make-up and hair etc. shall be determined by the Producer in consultation with the Artist with the Producer having final say. The Producer agrees that all other changes in relation to the Role as set out in the Script shall be carried out by the Producer in consultation with the Artist. Subject to the immediately preceding sentence the Producer shall have the right to use, alter, adapt, revise and/or re-arrange the whole or any part of the performance, recording, photographs and other results and proceeds of the Services. It is expressly clarified that the manner in which the Role of the Artist is to be presented on screen shall be as per the supervision of the Producer.

2.3 The Producer shall intimate the Artist in writing, the release date of the Film ("**Release Date**") at least 3 (three) months prior to such date. The promotion and marketing plan for the Film will be shared with the Artist at least 1(one) month prior to the Release Date and shall be intimated well in advance to the Artist. However, the specific dates the Artist is required shall be determined by the Producer in consultation with the Artist.

2.4 The Parties agree that the finalization of Production Schedule and/or Revised Schedule for the Film shall be done by the Producer in consultation with the Artist as per the terms hereof. The Producer shall intimate the Artist about any Revised Schedule in writing (emails allowed), and the Artist shall make herself available as per such Revised Schedule.

2.5 In the event the Producer requires the Artist to render her Services for any additional days over and above the Shoot Days, during the Shooting Period of the Film, the Artist shall render her Services on such additional days as determined by the Producer in consultation with the Artist, with any additional consideration on a pro-rata basis in addition to the Consideration mentioned in clause 6 of the Basic Commercial Terms and the same shall be the total consideration payable by the Producer to the Artist, the sufficiency of which is hereby acknowledged, provided that such additional days are not required by the Producer due to Artist's breach.

2.6 The Artist shall be available to attend the meetings/discussions pertaining to the Services and/or the Film on such times/dates and places as shall be determined by the Producer in consultation with the Artist.

2.7 **Right to use a double:** The Producer shall have the right to represent the double as the Artist only in situations of the filming, recording and /or photography of the Role or where any action sequences, abnormal, hazardous or dangerous sequences are required which the Artist chooses not to perform or for long shots or back shots or where the Artist is not likely to be recognized. In such instances, the Producer shall have the right to use a body double in place of the Artist with prior written intimation (emails permitted) to the Artist.

2.8 **Right to dub:** The Producer shall have the right to use any other voice other than the Artist's for the dubbing of the Artist's Role in any other language(s) of the world without any approval from the Artist, save and except Hindi language. The Artist shall have the first right of refusal for English language dub. It is however agreed that the Producer shall not engage any other artist to dub the Artist's Role in Hindi language and the Artist shall dub her own voice in the Hindi language on dates as determined by the Producer in consultation with the Artist. The Producer shall intimate to the Artist, with reasonable advance notice, the dates proposed for dubbing in the Hindi language and the Artist shall make herself available to render her dubbing Services as per the dates determined by the Producer in consultation with the Artist date(s), as may be provided by the Producer to her at no extra cost

2.9 If by reason of the Artist suffering any facial or other physical impairment, or illness, or disfigurement materially detracting from her appearance or ability to perform her Role hereunder; or by reason of mental or physical disability, the Artist shall be incapacitated from performing or complying with any of the material terms or material conditions hereof for a consecutive period in excess of fifteen (15) days during the Term of this Agreement ("**Artist Incapacity**"), then Producer shall have the right to terminate this Agreement forthwith in accordance with clause 8.1 (iv) of this Agreement. However, if Producer (in its sole discretion) determines not to terminate the Agreement, then Artist agrees to co-operate with the Producer and provide such alternate dates as required by the Producer, without charging any additional consideration on a priority basis to complete the Film at the earliest.

2.10 **No Obligation**: The Producer shall not be liable to the Artist under any circumstances in respect of any claim for loss of opportunity, reputation on the part of the Artist to enhance its reputation. The Artist shall not be entitled to any damages or other relief by reason thereof nor in respect of any loss of publicity, advertisement, reputation or the like due to the Producer's abandonment of the production, distribution or exploitation of the Film/Works.

2.11 The Producer agrees and acknowledges to be in compliance with the governmental guidelines as updated from time to time in respect of COVID-19 and ensures that utmost hygiene and safety practices are followed during all times of pre-production, production, post-production of the Film and any other

promotional events. The Producer agrees to further obtain insurance coverages or otherwise a general insurance package covering the risks including any health risks associated with the current COVID-19 pandemic, particularly for the production and completion of the Film.

2.12 During the Term, at all places/locations/venues where the Services are to be rendered by the Artist ("**Locations**"), the Artist shall take all such reasonable measures towards daily sanitization and hygiene at the Locations for the safety of the other cast and crew members engaged by the Producer for the production of the Film. The Artist shall take all measure as per the norms, directives, rules and regulations prescribed by the Government of India, State Government and its concerned authorities (collectively referred to as "Government Guidelines") and shall, maintain social distancing norms and "no - contact" during performance of Services with other cast and crew members engaged for the Film wherever and whenever reasonably possible. The Producer shall inform the Artist, in writing (emails permitted) in the event there are any changes or updates made to these norms, directives prescribed by the Government and it's concerned authorities, to ensure absolute compliance. The Artist shall further ensure that she is wearing a mask at all times while present on the Location Artist always undertakes to fully cooperate with the Producer to ensure safety and hygiene at all times and at all locations. This clause shall stand appropriately modified, at all times during the Term, to read cohesively and in consonance with the Government Guidelines.

In the event, Artist tests positive for COVID 19, the Artist shall immediately inform the Producer about the same. In furtherance of the same, the Artist shall inform the Producer of all "touch points" that the Artist has interacted with to the best of her knowledge, and take all necessary measures to prevent the further spread of COVID 19 within the Locations and inform the Producer of any and all steps taken in this regard, as and when requested by the Producer.

3. OWNERSHIP OF RIGHTS:

3.1 The Artist hereby acknowledges and agrees that, from the Effective Date, all the results, products and proceeds of Artist's Services (collectively termed as "**Works**") shall at all times constitute and shall be deemed to be "**work-made-for-hire**"/ "**commissioned works**" developed at the instance of the Producer in accordance with the Copyright Act, 1957 (as amended) and the Producer shall be the first and exclusive owner of all rights including but not limited to Intellectual Property Rights and copyright in the Works for all purposes, for the entire Territory and in perpetuity. The Producer, as first and exclusive owner, shall have the sole and exclusive right to exercise all rights comprised in copyright in the Works in accordance with Section 14 (1) (a) of the Copyright Act, 1957 or any other equivalent provision thereof. The Artist further acknowledges that the Producer is/ shall be the first and exclusive owner of all Rights including copyright in the Film in the entire Territory and in perpetuity.

3.2 Without prejudice to the aforesaid, the Artist acknowledges that the entire copyright and all other Rights in and to all Works and all other contributions of the Artist are hereby assigned and shall belong to the Producer absolutely such that the Producer shall have the exclusive right, in perpetuity, to utilize and exploit throughout the Territory on Modes, Media and Formats presently known or in commercial use and additionally shall also include media or modes of exploitation developed in the future. The Artist hereby acknowledges and agrees that the Producer by virtue of being the sole and exclusive owner of the materials and Works as an assignee of copyright in the materials and Works, has exclusive and sole right to itself exercise as well as authorize, assign or license the Exploitation of the materials and/or Works or any part thereof.

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3.3 The Artist hereby in lieu of the Consideration being paid to the Artist as per the terms hereof irrevocably and exclusively assigns to the Producer, free from all charges, liens and encumbrances, the entire copyright and all other Rights of whatever nature throughout the Territory (where relevant, by way of present assignment of future copyright) in and to Works and all such products and contributions and includes such literary, dramatic and other material, including other things and materials collected, compiled contributed, developed, produced or created by the Artist in relation to the Works and/or in the course of the performance of the ancillary and incidental services of the Artist under this Agreement for the full period of copyright therein including all renewals, reversions and extensions thereof and thereafter (insofar as the Artist is able to grant the same) in perpetuity. To the extent that the assignment of Works in relation to future medium or mode of exploitation of Works is not held valid by operation of law, notwithstanding the assignment of such rights in favor of the Producer, Artist hereby also grants an irrevocable, exclusive, sub-licensable, perpetual right for the entire Territory to the Producer for any such future medium or mode of exploitation of the Works as may be developed in the future, for such Consideration as specified in the Agreement, the sufficiency of which is hereby acknowledged by the Artist.

3.4 Producer will be entitled to the utilization of the (i) name, (ii) approved likeness, (iii) approved portrait, (iv) approved caricature, (v) voice, approved signature and/or approved photograph all of which that are a part of the Film including any past or existing credentials (such as names of films, television programs in which Artist has been involved) or such other attributes of the Artist which are a part of the Filmfor the purposes of commercial exploitation of the Film, including but not limited to television/radio shows, souvenir programs, commercial tie ups, paperback editions of the literary property directly relating to and on which the Film is based, or any sound recording or any other emerging forms and formats. It is also expressly clarified that the Producer can merchandise the Role of the Artist in the Film for commercial gain at its sole discretion.

3.5 It is agreed by the Parties that the provisions of Section 19(4), 19A and 30(A) of The Copyright Act, 1957 shall have no application or effect on the terms of this Agreement. The Artist hereby acknowledges and undertakes that the assignment of copyright in the Works as granted herein is not and will not be contrary to the terms and conditions of the rights already assigned to a copyright society in which the Artist is a member. The Artist confirms that this assignment of Works is not, in any way, in contravention of Section 19 (8) of the Copyright Act, 1957 (as amended).

3.6 The Artist hereby acknowledges and confirms that from the Effective Date all the Rights in and to and flowing from the Works, Services and the Film including but not limited to all Intellectual Property Rights, exploitation rights, Artist's performance rights set out in Sections 38, 38A, 38B, of the Copyright Act, 1957 and Rule 68 of the Copyright Rules, 2013 or any amendment thereto, to the extent permitted under the applicable law, and further, moral rights shall vest with the Producer exclusively / stand waived to the extent permitted under the applicable law in favour of the Producer for the Term and Territory.

3.7 Subject to the provisions of this Agreement including Clause 2.2 above, the Producer has and retains the exclusive right to use, adapt and change the materials in whole or in part, and to combine the materials with other works and/or all rights of Exploitation of the materials. For the purpose of this clause, "Exploitation" shall mean the utilization of the materials and Work as part of the Film, Communication to the Public, Broadcast, Performance in Public, adaptation, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising, remakes, sequels

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prequels, versions, translations, including but not limited to the broadcasting on Modes, Media and Formats.

3.8 The Artist hereby agrees to do such acts and execute such documents (at the Producer's cost, if any), in such manner and at such locations as may be required by the Producer at the Producer's sole cost In order to secure, protect, perfect or enforce any of the Rights granted or confirmed to the Producer pursuant to this Agreement.

3.9 The Artist hereby grants to the Producer the right to use the name of the Artist in credits, advertising, and publicity and any other exploitation or promotional material in respect of the Film if the Works created by the Artist are used.

3.10 Notwithstanding the expiry or termination of this Agreement and the provisions of this Agreement, the provisions of this clause shall survive the termination and/or expiry of this Agreement.

4. REPRESENTATIONS & WARRANTIES

4.1 The Parties hereby represent and warrant that:

4.1.1 Good Title: They have full power and absolute authority to enter the Agreement;

4.1.2 No Disability: They are not under any disability, restriction or prohibition, whether legal, contractual or otherwise, which shall prevent them from performing or adhering to any of their obligations under this Agreement and have entered into and shall not enter into any agreement that may violate this Agreement;

4.1.3 Litigation: No litigation, arbitration, or administrative proceedings are threatened or to the knowledge of Parties, pending, which shall call into question the validity or performance of their obligation under this Agreement; and

4.1.4 Consent/ Permission: All authorizations, approvals, consents, licenses, exemptions, filings and other matters, official or otherwise, required or advisable in connection with the entry into performance, validity and enforceability of this Agreement and the transactions contemplated hereby have or shall be obtained or affected in a timely manner.

4.2 The Artist represents, warrants, undertakes and agrees that:

4.2.1 The Artist shall render the Services to the best of the Artist's skill and ability and in accordance with the Production Schedule;

4.2.2 The Artist has not in any way encumbered or disposed of, nor shall the Artist encumber or dispose of any of the Rights, in any part of Territory;

4.2.3 The Artist shall not do anything that would affect the assignment of the Rights or cause the warranties, representations or undertakings of the Artist to be or become untrue or incapable of being fulfilled;

4.2.4 Except for the Consideration as set out in this Agreement, the Artist is not and shall not at any time hereafter become entitled to receive any part of the revenues or profits generated from the exploitation of the Film or otherwise, in any manner, medium of format whatsoever.

4.2.5 The Artist will not, without the written consent of the Producer, order goods nor incur any liability nor enter into any commitment, contract or arrangement with any third party on the Producer's behalf nor pledge the credit of the Producer nor hold the Artist out as being entitled to do so. Without prejudice to the foregoing, the Artist will not solicit, receive or accept directly or indirectly any fee, gifts or other inducements from any third party for or in recognition of the incorporation of any reference to any product or service within the Film, or for the engagement of any person or the supply of any product or service for use in any production. The Artist will provide and render her services in connection with the Services to a first class standard usually rendered by a person rendering the services for which the Artist has been engaged hereunder to the best of the Artist's skill and ability and in co-operation with such persons, as the Producer may reasonably require from time to time;

4.2.6 Any and all publicity, advertisement, press releases, interviews and other information of the Film, stories, Scripts, etc., shall be under the sole control of the Producer and the Artist shall not have the right to issue any press release, interviews and/or other information etc., without the prior written consent of the Producer.

4.2.7 The Artist shall not, in any interviews, use defamatory language / remarks, directly in respect of the Film, and/or the Producer and/or the Director/s and/or its officers, associates, and technicians related to the Film. It being agreed that after the formal announcement by the Producer of the association herein, the Artist shall be entitled to make incidental non derogatory remarks with regard to her involvement with the Film without any approval from the Producer. Notwithstanding anything stated herein, only after the formal announcement of the Film and engagement of the Artist is announced by the Producer, the Artist shall at all times for the purpose of her personal promotion and biography be entitled to make incidental, non-derogatory remarks about her engagement with the Producer on the Film, without disclosing Confidential Information including the name of the Film or any aspect of the Film and/or any information about the Services whatsoever without the need to obtain the prior approval of the Producer.

4.2.8 Upon the expiration or earlier termination of the Artist's engagement under this Agreement, the Artist will within 5 (five) days from such termination or expiration, on the receipt of a written request from the Producer deliver to the Producer the Script drafts, photographs, books, plans, drawings, accounts, papers, equipment, documents, electronic data, video tape, audio tape, films, compact discs and video compact discs of whatever nature and all materials in the Artist's possession relating to the Film;

4.2.9 The Artist is in a state of good health and shall take all practical steps necessary in order to maintain such state and ensure the full and proper performance of the Services and the obligations of the Artist;

4.2.10 In event of the Artist being the recipient of any recognition or award for as "Artist" of the Film, the Artist shall on a reasonably commercial basis acknowledge that Film is produced by Producer;

4.2.11 The Artist shall not exploit for her commercial gains, the Works or parts thereof, any of the characters, story, Script, screenplay, musical score, lyrics, dialogues, footage or special effects (and/or any adaptations thereof) that are created for the Film, in any film, series, advertisements or any other audio-visual content, irrespective of the fact that such Role was portrayed by the Artist in the Film or the Artist had rendered creative services in respect of the story, Script, screenplay, musical score, lyrics, dialogues, footage, special effects or adaptations. It is however clarified that after the theatrical release of the Film, the Artist shall be made available edited clips pertaining to her Role in the Film for the purposes of her creative show-reel. Thereafter, the Artist will identify such scenes from the Film and send a written request to the Producer and only after the Producer approves this request, then the Artist can use these clips solely for her show-reel and non-commercial purposes;

4.2.12 The Artist is not now, and will not become, during the course of her engagement hereunder, a member of any collective bargaining organization which would restrict or limit the Artist's right to enter and fully perform the Agreement in accordance with the terms hereof;

4.2.13 The Artist specifically warrants that during the Shoot Days she shall maintain and not make any adverse changes to her body weight, configuration of her hair (style and/or colour), as to remain constant during the Shoot Days as per the Production Schedule except to comply with the requirements of the Role/Film as per the terms hereof. Furthermore, the Artist shall not, alter in any major manner her facial appearance, without the prior written consent of the Producer;

4.2.14 The Artist shall not do any act with would amount to sexual harassment under the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. The Producer has zero tolerance towards sexual harassment and shall promptly act upon any allegations of sexual harassment brought to their attention. Pursuant to Artist's engagement with the Producer, Artist shall fully and strictly comply with the policies of the Producer provided to her in advance in writing, with respect and the terms of the Prevention of Sexual Harassment Act, 2013, by viewing the details of this Act on http://wcd.nic.in/act/handbook-sexual-harassment-women-workplace.

4.3 The Producer represents, warrants, undertakes with the Artist that:

4.3.1 The Producer acknowledges and agrees that the Artist has been engaged in her capacity as an actor for the Film, and the Artist shall in no manner be held responsible for any creative or content relating to the Film or its publicity or promotional material.

4.3.2 The Producer shall not, in any interviews, use derogatory language / remarks, against the Artist. This obligation of the Producer shall survive the termination of this Agreement.

4.3.3 The Producer shall make timely payment of the Consideration to the Artist, as per the terms of this Agreement.

5. CONFIDENTIALITY

5.1 The Artist hereby undertakes not to (and shall not cause or permit others to) disclose, reveal or make public except with the prior written consent of the Producer, any Confidential Information whatsoever concerning the production of the Film, and the Services to be rendered hereunder including any financial information relating to the Film the business of the Producer , this Agreement, Script, Works except with the prior written consent of the Producer. Further, the Artist shall not keep or take or publish any record written or otherwise relating to the Film or any photographs of persons working on the Film or of any matter or thing connected with the production of the Film without the prior written approval of the Producer.

5.2 Save and except for any incidental non-derogatory remarks about the Artist's involvement in the Film, after the public announcement of the Film by the Producer, it is expressly clarified that the Artist shall not make any public statement or press statement or provide any interviews to the media in connection with the Confidential Information mentioned in clause 4.1 above or commit any act which may prejudice or damage the successful exploitation or completion of the Film or the reputation of the Producer without the prior written approval of the Producer.

5.3 Subject to the confidentiality obligations of the Artist as contained in this Agreement, the Artist undertakes that in relation to any press/ media statement made by the Artist only with the instructions by the Producer for the Film, the Artist shall specifically mention that the Film is being produced by the Producer.

5.4 The Producer shall not disclose, reveal or make public except to its employees or its financial and legal consultants or in furtherance to this Agreement on a confidential basis the commercial terms including Consideration with respect to this Agreement.

6. INDEMNIFICATION

6.1 The Artist undertakes to indemnify and keep the Producer and their affiliates, associates, employees, assigns, agents at all times fully indemnified from and against all actions, proceedings, claims, demands, losses, costs (including without prejudice to the generality of this provision legal costs of an attorney) awards and damages however arising as a result of any breach or non-performance by the Artist of its undertakings, representations, warranties or obligations under this Agreement.

6.2 The Producer undertakes to indemnify and keep the Artist at all times fully indemnified from and against all actions, proceedings, claims, demands, losses, costs (including without prejudice to the generality of this provision legal costs of an attorney) awards and damages however arising as a result of – (a) any breach or non-performance by the Producer of its undertakings, representations, warranties or obligations under this Agreement, (b) any modification/alteration to the Works by the Producer at their sole discretion, (c) any material provided to the Artist by Producer for inclusion in the Works at the sole discretion of the Producer, and/or (d) the exploitation of the Film.

6.3 The Producer shall defend and pay any judgment or settlement of, any claims or actions by any third party against the Artist, arising out of or in connection with the development or production of the Film or alleging infringement of copyright publicity rights or other Intellectual Property Rights in the Film or any part thereof, or claims or actions relating to exhibition of the Film provided such third party claim is not due to the breach of the Artist hereunder. The Producer shall pay all expenses, court costs and outside attorneys' fees incurred in connection with any of the foregoing claims or actions and shall keep the Artist indemnified in this respect.

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6.4 To the fullest extent permitted by applicable law, each Party hereby waives all claims against the other Party for any indirect, incidental, punitive, remote and consequential losses/ claims/damages.

6.5 The clause shall survive the termination and/or expiry of this Agreement.

7 FORCE MAJEURE

7.1 Neither Party shall be liable for any failure or delay in performance of any obligation under this Agreement; to the extent such failure or delay is due to a Force Majeure Event. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay and keep the other Party updated and notified from time to time of the status of the Force Majeure Event.

7.2 The Producer shall have the right to suspend this Agreement and all of its obligations, upon written notice to the Artist, 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. Upon resuming production, the Artist shall provide Services on such dates and times as may be determined by the Producer in consultation with the Actor.

7.3 If at any time prior to fulfilment of all the obligations and rendering of Services by the Artist hereunder, a Force Majeure Event shall occur and continue for a period of 30 (thirty) days or more, the Producer shall have the right, in addition to all of its other rights and remedies hereunder, to terminate this Agreement upon written notice to the Artist with payment to the Artist on pro rata basis for Services rendered up to date of such termination. In the event of termination of this Agreement by Producer pursuant to this Clause and in the event the Producer recommences the shooting of the Film at a later date, the Artist shall perform her Services in relation to the Film on the same terms and conditions as set forth herein including Consideration however with the understanding that the dates for the Artist to render her Services shall be determined by the Producer in consultation agreement with the Artist.

8 TERMINATION

8.1 Events of Termination: The Producer shall be entitled to terminate this Agreement upon the occurrence of any of the following:

(i) Failure of Artist to comply with or non-performance or breach of Artist's obligations under the Agreement and/or the Artist commits breach of any representation, warranties and/or other terms of this Agreement whether express or implied and failure to remedy the same (if remedial) within 10 (ten) days (reduced to 72 (seventy two) hours during the Shooting Period) of receipt of written notice from the Producer;

(ii) The Producer reserves the right to terminate the Agreement forthwith in the event of legal disability, criminal proceedings against the Artist, which affect her ability to provide Services in relation to this Film, whether resulting in conviction of the Artist;

(iii) The Artist being incapacitated from rendering Services due to Artist's Incapacity in accordance with clause 2.9 which in the opinion of the Producer will prevent the Artist from fulfilling the purposes of this engagement within the Term of this Agreement;

(iv) The continuation of an event or a combination of events of Force Majeure for more than 30 (thirty) days; or

(v) The production of the Film being cancelled, abandoned or indefinitely postponed for any reason whatsoever;

However, the termination in clauses 8.1 (i) to clause 8.1 (iv) shall be without prejudice to the other remedies available to the Producer in law and/or equity.

8.2 The Artist shall have the right to terminate this Agreement in the event the Producer fails to make timely payment of the Consideration to the Artist in accordance with the terms of this Agreement and fails to remedy the same within 10 (ten) days (reduced to 48 hours during the Shooting Period) of the receipt of notice from the Artist informing the Producer of such non-payment.

8.3 Consequences of Termination: Upon the expiry / termination of this Agreement, the following consequences shall follow:

(i) The Producer shall be released from all further obligations under this Agreement save and except for its payment obligations as per the provisions set forth herein.

(ii) The termination of this Agreement shall not affect the Producer's ownership or enjoyment of the Intellectual Property Rights in and in relation to the Works, the use of the Artist's name, in the event the Works are used in the Film, and all or any other Rights and/or benefits granted to the Producer under this Agreement, and the same shall survive termination of this Agreement. It is clarified that the rights granted to the Producer under this Agreement are irrevocable and subject to payment on a pro-rata basis shall not be subject to rescission by or reversion by Artist under any circumstances whatsoever.

(iii) In the event the Agreement is terminated under Clauses 8.1 or 8.2, Artist shall be entitled to pro-rata payment of Consideration on the days on which Artist has rendered her Services as per the terms of this Agreement until the date of termination. However, in the event any monies that have been paid to the Confirming Party on behalf of the Artist over and above the applicable pro rata amount then the Artist agrees to refund such excess monies (except the signing amount) paid by the Producer with the understanding that in the event any amounts are due to the Artist, the Producer shall make such payment to the Confirming Party on behalf of the Artist and all payments due to the Artist as per this Clause shall be made within 30 (thirty) days from the date of termination.

(iv) Upon termination, Producer shall be entitled to any other artist as replacement of Artist for the Film. Further, in the event the Producer utilizes the Services or results or Works and proceeds of Artist's Services in the Film then such use shall be in accordance with the Script.

(v) The Producer shall not be obligated to give any credits to Artist save and except if the Producer utilizes the Services or results and proceeds of her Services for which credits shall be given to the Artist as per the terms hereof.

(vi) 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 and/or expiry of this Agreement.

9 REMEDIES

9.1 Non exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall not constitute a waiver by such Party of that or any other right, power, or remedy.

9.2 Each Party hereto shall be entitled to rights and remedies available to them under this Agreement and/or as may be available in law and/or in equity.

9.3 Notwithstanding any other provision of this Agreement, the Artist hereby agrees and acknowledges that Artist's sole remedy for any breach by Producer shall be an action at law for damages and further such damages are fully adequate to compensate Artist in the case of any such breach by Producer hereunder. The Artist agrees that Artist shall not seek or be entitled to injunctive or other equitable relief against the Film and/or Producer in relation to the exploitation or distribution of the Film.

10 JURISDICTION AND GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and subject to the exclusive jurisdiction of courts in Mumbai.

11 MISCELLANEOUS

11.1 **Relationship of Parties:** This Agreement shall not be deemed to create any partnership, joint venture, agency or employment relationship or association of parties between the Parties. It is hereby agreed that this Agreement is on a 'principal to principal' basis and neither Party shall describe itself as an agent or representative of the other Party, or pledge the credit of the other Party in any way or make any representations or give any warranties to any third party which may require the other Party to undertake or be liable, whether directly or indirectly, for any obligation and/or responsibility to any third party, or enter into contracts on behalf of the other Party.

11.2 **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.

11.3 **Severability:** If for any reason whatsoever any provision of this Agreement becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing on one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision.

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11.4 **Counterparts**: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

11.5 **Waiver**: No failure or delay on the part of any of the Parties to this Agreement relating to the exercise of any right, privilege or remedy provided under this Agreement shall operate as 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 any 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 equity save and except as set out herein.

11.6 **Assignment**: The Producer may assign, transfer, delegate and/or grant all or any part of its rights, privileges and properties hereunder to any person or entity. The Artist acknowledges that her Services hereunder are of a special, unique, extraordinary and intellectual character and personal in nature and therefore the Artist shall not assign, transfer, license, delegate or grant all or part of her obligations hereunder to any other person or entity.

11.7 **Notices**: All notices given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses, as stated hereinabove, or via electronic mail (e-mail) at the addresses mentioned below in this Agreement. The Parties may, from time to time, change their respective addresses or representative for receipt of notices provided for in this Agreement by giving to the other Party not less than 7 (seven) days prior written notice.
Email ID of the Producer – pradeep@redchillies.com
Email ID of the Artist – shefvshah@yahoo.com
Copy of Notice to the Artist to be sent to – ravichand@sunshinepictures.in , chaitanya@tulsea.com, nisarg@tulsea.com and pooja@tulsea.com

11.8 **Survival**: 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.

11.9 **Headings**: The headings of clauses and sub-clauses in this Agreement are provided for convenience only and shall not affect its construction or interpretation.

11.10 **Third parties**: Nothing in this Agreement is intended to or shall confer upon any person or entity, other than the Parties hereto and their assigns and authorized successors, any legal or equitable right, benefits, or remedy of any kind under this Agreement.

11.11 **Stamp Duty**: The Stamp Duty payable on this Agreement shall be borne by the Producer.

11.12 **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.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

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CHILLIES ENTERTAINMENTS PRIVATE LIMITED MUMBAI

Signed for and on behalf of **RED CHILLIES ENTERTAINMENTS PRIVATE LIMITED**	**ARTIST**
By: Name: Venkatesh Mysore Title: CEO	By: Name: Shefali Shah Title: Actor
Signed for and on behalf of **Sunshine Pictures Private Limited**	
By: Name: RAVICHANDRA NAZLAPPA Title: COO	

ANNEXURE 1
SERVICES

The Artist agrees and confirms that the Artist shall render her below mentioned Services for Film. Without prejudice to the generality of the foregoing the Services to be rendered by the Artist shall, *inter alia*, include:

1. The Artist shall perform the Services as customarily provided by a "lead actor" in media and entertainment industry and as required under this Agreement for the Producer to the utmost of her skill and ability in accordance with the Production Schedule or the Revised Schedules and/or on such additional dates as per the terms hereof;

2. **Services for Pre-Production Period** - The Services to be rendered by the Artist during the Pre-Production Period shall include, but not limited to undergoing preparations, training or fitness programmes, as desired by the Director and/or the Producer, to satisfy the look test, physical fitness and the appearance in regards to the Role to be portrayed by the Artist in the Film on dates decided as per the terms hereof. The Artist shall also participate in workshops, rehearsals, preliminary discussions, sittings, conferences, Script readings, publicity photographs, stills and wardrobe tests, costume fittings, etc. during the Pre-Production Period; The Artist, hereby, agrees that she shall provide up to two weeks (14 days) for such Services on dates determined by the Producer in consultation with the Artist during the Pre - Production Period for the Film.

3. **Services for Shooting Period**: The Services to be rendered by the Artist during the Shooting Period, shall include, but not limited to acting, dancing, delivering lines, looping, wild lines and such other customary services as may be required by the Director and/or the Producer and agreed by the Artist. The Artist, hereby, agrees that she shall provide 27 shoot days and 3 days as grace period, on dates determined by the Producer in consultation with the Artist, during the Shooting Period for the Film. .

4. **Services for Post-Production Period**: The Services to be rendered by the Artist during the Post-Production Period shall include, but not limited to dubbing, patchwork, looping, and such other customary post production services as may be required by the director and/or the Producer The Artist, hereby, agrees that she shall provide up to five (5) days of her Services on dates decided by the Producer in consultation with the Artist as per the terms hereof during the post production period for the Film.

5. **Services for Publicity Period**: The Artist shall make herself available for the promotional/publicity activities of the Film, as requested by the Producer including without limitation, at premieres, uploading social media posts, press junkets, promotional campaigns on social media handles, interviews, reality shows, live gigs, etc., during the Publicity Period. The Artist, hereby, agrees that she shall provide her Services for a minimum of 14 dates decided by the Producer in consultation with the Artist as per the terms hereof during the Publicity Period for the Film and the Producer shall intimate such dates to the Artist at least 3 (three) weeks in advance.

6. In the event the CBFC issues any directions to Producer, the Artist shall provide support and render Services as required by the Producer to enable the Producer to adhere to all such directions as per the CBFC requirements as per the provisions of this Agreement.

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7. The Artist agrees that she has read the Script and agrees to perform in accordance with the Script;

8. The Producer hereby agrees that the Artist will not be obligated to perform any lesbian, gay, bisexual and transgender genre of content and/or "kissing scenes" intimate scenes requiring the Artist to enact use of explicit language both verbally and in sexual connotation including without limitation to love making scenes and/or scenes involving physical exposure nor shall the Producer have a right to use a double for the same

9. It is agreed that the Producer shall be entitled to, without the prior approval of the Artist, tie-up and provide for in-film endorsements and sponsorships in the Film and for the commercial and non-commercial exploitation, marketing and promotion thereof, where there is no direct interaction/association (i.e. any words required to be spoken by Artist in relation to such product and/or the product to be held by the Artist) between the brands and the Artist in the Film in any manner whatsoever. The Producer is informed by the Artist that the Artiste is endorsing certain brands, products, services and trademarks from time to time ("**Artist Brands**"). The Artist shall keep informed the Producer of all the brand endorsements contracted by her from time to time during the Term hereof. The Parties agree that whenever the Artist is requested by Producer to interact with a brand not competing with the Artiste Brands ("**Non Competing Brands**") for the Film, then, the Artist shall promote such Non Competing Brands. The Producer agrees that in the event it ties up with a brand that competes with the Artist's Brands ("**Artist's Competing Brands**") in the Film, it shall inform the Artist of the same and shall not in any manner whatsoever use, portray or show the Artist in the same frame as the Artist Competing Brand and/or portray any kind of endorsement/association/interaction, between the Artist and such Artist's Competing Brand(s). Producer agrees to keep Artist informed and updated of the associations/tie ups with brands made by the Producer for endorsements, in-film placements in relation to the Film within 5 (five) working days of execution of agreement(s) for such association/tie ups. Artist agrees that unless Artist informs the Producer of any new endorsements/associations entered into by her, any brands not informed by Artist shall be considered Non-Competitive Brands and Producer shall be free to associate the Artist with such Brands in relation the Film. However, in the event the production of a Film has commenced and thereafter the Artist ties-up with a competing brand, (i.e. competing vis a vis the brands that have been tied-up by the Producer for such Film), then the Producer shall not be required to make any changes in the in-film tie-ups for such Film and the Film shall be completed in the manner deemed fit and necessary by the Producer. The Artist agrees to be part of in-film placements and sponsorships, tie-ups undertaken by the Producer in relation to the Film without any additional remuneration. The Producer is not required to share with the Artist any revenue generated from such deal whatsoever.

10. The Artist shall render the Services in accordance with the Production Schedule and/or Revised Schedule as determined by the Producer in consultation with the Artist, as per the terms hereof.

11. The Producer shall be responsible to obtain all necessary documentation such as visas, work permits or other similar documents to enable the Artist to render her Services and in relation thereto Artist shall provide appropriate documentation including passport etc., as required for such visa.

12. The Artist shall co-operate with the Producer, any person related to the Film and other technicians for all purposes relating to the Services to be rendered for the Film as per the terms hereof.

13. Artist shall render any other incidental services in relation to the Film, as may be determined by the Producer in consultation with the Artist.

ANNEXURE 2

MODES MEDIA AND FORMATS

"Modes, Media and Formats" of exploitation of Works shall include but shall not be limited to the following and for the Territory and in perpetuity, viz.:

i) To use and incorporate Works in all or any formats including but not limited to 35 mm and all other sizes/formats of cinematograph film formats or digital video equivalents, photographs or digital equivalents, audio in any formats.

ii) Distributing/exploiting/exhibition of the Works (whether digital or analog) via satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, LiFi, Broadband) WAP, imode any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched. These shall include linear transmission/ re-transmission/ unicast/ broadcast/ streaming/ download/ cache etc. of Works via terrestrial, satellite television, MMDS, SMATV, DTH, IPTV, SSL, XDSL, DBS, cable television, mobile technologies, internet other closed networks or open networks. streaming through internet/broadband/IPTV/WAP/iMode/other Mobile Technologies, digital TV (including DBV-H, DBV-T etc.) on demand (NVOD, SVOD, TVOD, AVOD, PPV etc.) whether free or pay or premium pay & shall include Free TV, Pay TV, Premium Pay TV, offline viewing etc.

iii) 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 and On Demand through Streaming.

iv) Television (including Smart TVs and other future variants), computing devices, handheld devices and/or wearable devices(mobile phones, tablets, notepads 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 Program (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), Personal digital assistants ("PDAs"), Personal entertainment devices ("PEDs"), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, mobile rights, call back tones, ring back tones, music soundtrack and publishing rights, all rights in relation to

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exploitation and distribution of the music rights including digital rights and publishing rights, merchandising rights.

Interactive multimedia, clips, Home Video Rental and 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 Program 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), 2Dimensional, 3Dimensional, 4Dimensional or any other multidimensional, holographic or other formats and/or such other technologies which are capable of presenting/ connecting/ exhibiting/ transmitting/ retransmitting/ an audio visual, visual and/or audio content through any kind of virtual reality, augmented reality, mixed reality and such similar or analogous technologies.

v) 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 DVB-T2 Lite , DVB-NGH, iMB (Integrated Mobile Broadcast, 3GPP MBMS), ISDB-Tmm (Integrated Services Digital Broadcasting - Terrestrial Mobile Multimedia) and MediaFLO (iii) Satellite including DVB-SH (Digital Video Broadcasting - Satellite for Handhelds), CMMB (China Mobile Multimedia Broadcasting) and S-DMB (Satellite Digital Multimedia Broadcast).

vi) All modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof including but not limited to physical; mechanical; magnetic; analog; optical; electric; electronic; wireless; intranet or local wireless; wireless telephony within the meaning of the Indian Telegraph Act; wireless broadcasting; terrestrial; satellite; cable; wired broadcast; landline telephony; mobile telephony and data services of any kind not limited to 2G, 3G, 4G, BWA, LTE; internet telephony; cyber; internet; streaming; webcasting; simulcasting; downloading; uploading; P to P; internet telephony; radio; television; biotechnological; nano-technological; nuclear; molecular, and (iii) as may be developed in future.

ANNEXURE 3

WORKING GUIDELINES

For Shooting Period and Publicity Period

1) REPORTING TIME:

The Artist shall report on the sets of the Film as per call sheets shared by Producer.

2) TRANSPORTATION & EXPENSES:

When Artist Services are required by Producer to be rendered at a place outside of Mumbai, Producer shall furnish Artist two-way 1 (one) business class airplane tickets. Producer shall also provide her with a suite with balcony in a five star accommodation available in that location and full hospitality during such times and pay her expenses including food, stay, laundry, internal travel etc. (however excluding alcohol, spa, international calls etc). If the Artist requires her manager to travel with the Artist on shoot, the Producer shall provide for 1 (one) economy class airplane tickets and a single basic room in the same hotel as the Artist and pay her expenses including food, stay, laundry, internal travel etc (however excluding alcohol, spa, international calls etc).
The Producer shall provide 3 (three) economy class ticket for Personal Spot, Makeup artist and hair stylist; collectively referred to as "**Staff**". The Artist's Staff shall stay in the same hotel as the Artist on sharing basis. Meals for the Artist's staff shall be provided (either buffet or room service). In case of outdoor shoots outside India Artist's staff shall also be
provided meals on days that they shall not be shooting.
The following individuals are to be engaged as the Artist's Staff –

1. Sandhya Bellare (*Hair*)
2. Pallavi Symons (*Makeup*)
3. Raj Kumar Gupta (*Spot*)

In case the Artist and her team are required to travel out of India for Film shoot/promotions, the Artist and her valet and security will get local sim cards with all data service on for the entire schedule.

3) DRESSING ROOM/MOTOR HOME

Producer shall provide Artist with a single door vanity van when Artist is rendering the Services set out in this Agreement, for Artist's exclusive use. When the shooting is at an away location, Producer shall provide her with a double door first class fully furnished, air-conditioned motor home with an attached toilet.

4) HOLIDAY

The broad Production Schedule is attached hereto. The Artist will have one weekly off in case of shoot in and outside Mumbai. In the event there is more than a 3-day break as per the Production Schedule while the Artist is rendering her Services outside Mumbai, then the Artist shall be allowed to travel back to Mumbai during such period and the Producers agree to provide the Artist with two-way 1 (one) business class airplane tickets.

ANNEXURE-4
SCRIPT

महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910342/ANDHERI (WEST)
Stationery No: 1940030148936449
Pmt Txn id : 699799335
Print DtTime : 10-AUG-2021 12:36:28
Pmt DtTime : 10-AUG-2021@12:20:48
GRAS GRN : MH004764175202122S
ChallanIdNo: 69103332021081050671
Office Name : IGR182-BOM1_MUMBAI CITY
District : 7101-MUMBAI
GRN Date : 10-Aug-2021@12:20:50

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 50,000/- (Rs Five Zero, Zero Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h)(A)(iv)--Agreement creating right and having monetary value
Prop Myblty: N.A. Consideration: R 1,00,00,000/-
Prop Descr : FRANKING OF SHEFALI SHAH AGREEMENT

Duty Payer: PAN-AAMCA0749D,ABUNDANTIA ENTERTAINMENT PRIVATE LIMITED

Other Party: PAN-AAPPC4419A,SHEFALI SHAH

Bank official1 Name & Signature

Bank official2 Name & Signature

IDBI BANK LTD. ANDHERI (W) BR.

--- --- Space for customer/office use - - - Please write below this line --- ---

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

ARTIST AGREEMENT

THIS ARTIST AGREEMENT(hereinafter referred to as the "**Agreement**") is made and entered into at Mumbai on this _____day of August2021 ("**Execution Date**") and shall be effective from 12th day of July, 2021 ("**Effective Date**").

BY AND BETWEEN:

ABUNDANTIA ENTERTAINMENT PRIVATE LIMITED, a company incorporated under the laws of India, having its registered office at, 501-502, Lotus Grandeur, Veera Desai Road Extension, Andheri (West), Mumbai - 400053(hereinafter referred to as "**Producer**", which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include its subsidiaries, nominees, successors and assigns) of the **ONE PART**;

AND

MS. SHEFALI SHAH,an adult Indian inhabitant residing at C- 3506, Oberoi Springs, New Link Road, Andheri (W), Mumbai – 400053and having PAN:AAPPC4419A (hereinafter referred to as the "**Artist**", which expression shall,unless inconsistent with the context or meaning thereof, be deemed to mean and include herheirs, executors and administrators,save and except with respect to the personal obligations of Artist) of the **SECOND PART**.

AND

SUNSHINE PICTURES PRIVATE LIMITED, having PAN: AACCE0821G and its registered address as A-102 Bharat Ark, 1st Floor, Azad Nagar,Veera Desai Road, Andheri (West),Mumbai - 400053 hereinafter referred to as the "Confirming Party" (which expression shall unless repugnant to the meaning or context thereof be deemed to mean and include its successors-in-interest and assigns) of the **THIRD PART**

The Producer and the Artist shall hereinafter be individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

A. The Producer is *inter alia* engaged in the business (i) to produce, buy, sell, import, export, screen or otherwise deal in television programmes, films, cinematographic films, radio programs, video software, animation (cartoon films) in all gauges and audio and/or video cassettes, disc and video films and/or any other contrivance, tapes of all gauges, form and contrivances; and (ii) to carry on the business of marketing, exhibiting and distributing cinematographic films, digital and web series and acquiring of selling rights therein to studios, cinemas, picture palaces, halls, theatres.

B. The Artist is a renowned actor in the Indian film industry.

C. TheConfirming Partyis engaged in the business of artist management and is the exclusive representative of the Artist and has the right to manage the professional engagements of the Artist and conclude the terms of the Artist's engagement under this Agreement and the Artist confirms and acknowledges the same and hence has requested the Producer to make payment of the Consideration to the Confirming Party for the Services to be rendered by the Artist as per the terms of this Agreement.

D. The Producer is desirous of producing a cinematograph film in Hindi language, titled/tentatively titled as "**JALSA**" (the "**Film**") currently being directed by the Director *(defined hereinbelow in Clause 1.1.4)*. The Producer has approached the Artist to enact the Role *(defined hereinbelow in Clause 1.1.13)* in the Film and specifically represented to the Producer that she has the necessary expertise and skill for rendering the Services *(as defined hereinbelow in Clause 1.1.15)*. Relying upon the representations of the Artist, the Producer has agreed to engage the Artist to enact the said Role as per the terms and conditions stated hereinafter.

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 LEGALLYAGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

1.1.1 "**Agreement**"shall mean and include this artist agreement and any and all schedules, annexures, and exhibits appended to it or incorporated by reference and shall include any amendments or addendums to this Agreement in writing.

1.1.2 "**Applicable Laws**" shall mean acts, statutes, rules, regulations, ordinances, or decisions of any executive, judicial, administrative or quasi-judicial authority, having the force or effect of law in India.

1.1.3 "**Creative Decision Rights**"shall mean the right to decide on all aspects relating to the Film including stage design, lighting, sound, style of advertising and programs, all decisions relating to, including but not limited to the artists, technicians, the portrayal of the Role of the Artist in the said Film, costume, make-up, hairstyle and overall appearance of the Artist and nature of her performance in the Film, portrayal of the characters/ roles of the other artists and nature of their performance in the Film, concept, story, script, screenplay, dialogues, sequence of events, venue for shooting, score, music, lay-out, etc.

1.1.4 "**Director**" shall meanMr. Suresh Triveni, who shall be assigned the task of directing the Film or any other director that the Producer is desirous of engaging at its sole discretion.

1.1.5 "**Force Majeure Event**"shall include any act of God; war; accident; fire; pandemic (excluding the Covid-19 restrictions currently in place as on Execution Date), epidemic; strike; government mandated lockdown; lock-out or other labor controversy; riot; civil disturbance; act of public enemy; law, enactment, rule, restraint, order or act of any governmental instrumentality or military authority; failure or inability to obtain any necessary permit or license; failure of technical facilities; inability to obtain sufficient labor, technical or other personnel (including, without limitation, cast or crew members); failure, delay or reduction in transportation facilities or water, electricity or other public utilities; death, disability, disfigurement (with respect to principal cast only), labor permits or other governmental licenses for any such persons (other than the Artist); or any other cause not reasonably within either Party's control or which such Party could not by reasonable diligence have avoided.

1.1.6 "**Intellectual Property**"shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Propertyincludestrademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know how, inventions, formulae confidential or secret processes, trade secrets,any other protected rights or assets and any licences and permissions 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.

1.1.7 "**Intellectual Property Rights**"shall mean all rights arising out of and in relation to Intellectual Property.

1.1.8 "**Modes, Media and Formats**" of exploitation of the Works shall mean and include all the modes, media and formats as annexed hereto as**Annexure-II**attached to this Agreement.

1.1.9 "**Post-Production Period**" shall mean such period following the expiry of the Shooting Period until the delivery of the first censored copy, as may be required by the Producer to complete the Film.

1.1.10"**Pre-Production Period**" shall mean such period prior to the commencement of the Shooting Period as the Producer may allocate in the Production Schedule for the purposes of pre-production

for the Film. This includes but is not limited to preliminary discussions, sittings, conferences, rehearsals, publicity photographs, stills and wardrobe tests.

1.1.11 "**Production Schedule**" shall mean the tentative production schedulefor the Film as annexed hereto as **Annexure-I**containing dates, times and locations for the Pre-Production Period, the Shooting Period, the Post-Production Period and the Publicity Period of the Film. It is clarified that the dates listed in **Annexure -I** are tentative and merely indicative and the Producer reserves the right to amend this at any time in mutual consultation with the Artist as per clause 2 below.

1.1.12 "**Publicity Period**" shall mean such period during which the Artist shall make herselfavailable for the promotion and publicity of the Film including interviews, reality shows, live gigs, etc. and post-release publicity, if any, each time the Film is released in new format or medium including television premier/s and DVD collector's edition) in India or outside India, on the Producer's request and in accordance with the terms of this Agreement.

1.1.13 "**Role**" shall mean the partof one of the lead characters, tentatively named "**Rukshana"**to be performed by the Artist in the Film in accordance with the terms and conditions of this Agreement.

1.1.14 "**Script**" shall mean the draft of the script including the screenplay as provided by the Producer to the Artist as on Execution Date, basis which the Artisthas agreed toperform the Role. However, further the Artist agrees that all scenes in which the Artist participates during the shoot of the Film shall deem to be a part of the said Script and the Film.

1.1.15 "**Services**" shall mean the services to be rendered by the Artist while performing the Role as contemplated in this Agreement and further specified in Clause 2 herein. It is clarified that the services listed in Clause 2 are comprehensive and shall include other services required of the Artist as customarily rendered by an actor in the entertainment industry and the same shall be performed as per the terms of this Agreement.

1.1.16 "**Shooting Days/Day/s**" each Day shall mean a continuous period of maximum twelve (12) hours shift excluding travel within India up to a maximum of 4 (four) hours both ways in a single day. Everything else such as rehearsals, costume, hair, make-up and preparation shall be included as part of the maximum twelve (12) hours shift.

1.1.17 "**Shooting Period**" shall mean the period during which the principal photography of the Film shall take place at such dates, times and locations as set forth in the Production Schedule.

1.1.18 "**Term**" shall have the meaning assigned to in Clause 10.1.

1.1.19 "**Territory**" shall mean the entire universe including the territory of India.

1.2 **Interpretation**

The following rules of interpretation shall apply to the Agreement unless the context requires otherwise or is expressly specified otherwise:

1.2.1 Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, and words denoting singular shall include the plural form of such words;

1.2.2 All references herein to Clauses and Annexure shall be deemed to be references to clauses of, and annexure to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein;

1.2.3 The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

1.2.4 The words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation";

1.2.5 The Parties have participated jointly in the negotiation and drafting of this Agreement, and accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement; and

1.2.6 Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of essence.

2. **ENGAGEMENT & SCOPE OF SERVICES**

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2.1 The Producer has agreed to engage the Artist for rendering herServices for the Film in the capacity of an actorwhile performing the Role as contemplated in this Agreement, and the Artist has agreed to render Services for the Film, in accordance with the terms of this Agreement and the Production Schedule as annexed to this Agreement.

2.2 The Artist's Services are special, unique, unusual and personalin nature and cannot be substituted or delegated to another person. Therefore, due and timely performance of the Services by the Artistherself and observance of the payment schedule by the Producer as per the terms of this Agreementshall be of essence for this Agreement.

2.3 The Artist shall render her Services in accordance with the Production Schedule attached with this Agreement under **Annexure I**. Any revisions to the Production Schedule attached to this Agreement shall be mutually agreed between the Parties, with the express understanding that upon intimation from the Producer in writing (emails permitted) regarding the revision of the Production Schedule attached to this Agreement, the Artist shall provide her dates within a maximum period of six (6) months of such request; which shall be intimated by the Artist within the next one (1) week from date of such written intimation by the Producer to the Artist to render her Services for the Film as per the terms of this Agreement to ensure timely completion of the Film.. It is clarified that the Production Schedule mentioned under **Annexure I** attached to this Agreement is the tentative schedule for the Film and is subject to revisions as mutually agreed between the Parties and such revisions shall form a part of the production schedule ("**Production Schedule**"). The Artist shall ensure that she makes herself available for rendition of Services pursuant to the terms of this Agreement on a non-exclusive,priority basis and material non-interference basis as per such revised Production Schedule at no additional costand as per the terms of this Agreement. The Artist shall render her Services as per the instructions of the Producer and/or the Director from time to time in accordance with the terms of this Agreement.

2.4 The Artist shall render the following Services for and in relation to the Role during the Production Schedule, subject to and in accordance with the terms of this Agreement ("**Services**"):

2.4.1 **Pre-Production Period**: The Artist's Services during the Pre-Production Period shall include, but not be limited to participating in workshops, rehearsals, Script readings, costume fittings, undergoing training (if any) to perform the Role in the said Filmas desired by the Director and/or the Producerand to satisfy the look testand the appearance in regard to the Role to be portrayed by the Artist in the said Film on datesasper the terms of this Agreement and time and place asdecided by the Producer in consultation with the Artist. The Artist Services during the Pre-Production Period shall beon dates as mutually agreed between the Parties.

2.4.2 **Shooting Period**: The Artist's Services during the Shooting Period shall include, but not be limited to acting, dancing, looping, wild linesand such other customary services rendered by an actor in the entertainment industry and as may be required by the Director and the Producer within the scope of this Agreement. The Artist hereby agrees that sheshall provide 20 (twenty)Shooting Days,on dates, as mentioned in the Production Schedule during the Shooting Period for the Film.

2.4.3 **Post- Production Period**: The Artist's Services during the Post-Production Period shall include, but not be limited to dubbing, patchwork, looping, promotional videos and such other customary services as may be required by the Director and/or the Producer for the enactment of the Role in relation to the Film on dates as mutually agreed between the Parties.In particular, the Artist agrees to make herself available during Post-Production Period for the purpose of re-shoots, dubbing, patch shoot, and voice-over work of the Film and other services as may be required by the Producer on dates as mutually agreed between the Parties.

2.4.4 **Publicity Period:** The Artist shall make herselfavailable fora maximum of 21 days for all promotional activities of the Film on mutually agreed dates:

2.4.4.1 For all promotional activities including without limitation, at premieres, press junkets, interviews, reality shows, live gigs, etc., for promotional/publicity activities for the Film;

2.4.4.2 For all promotional activities at each time the Film is released in a new format or medium including television/ digital premiere's and DVD collector's editions, as determined by the Producer in consultation with the Artist.

2.4.4.3 While rending Services in relation to the promotion and publicity of the Film, the Artist shall, not defame parodytheProducer and/or the Director and/or the Film, itself, for or to any third party.

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2.4.4.4 It is clarified that the Artist shall provide all personal appearance/promotional services under this Clause 2.4.4 to the Producer without any additional fee/consideration in accordance with the terms of this Agreement.

2.5 In the event the Producer is unable to adhere to the Production Schedule for any reason and/or requires the Artist to provide any additional days of Services for the Filmover and above the number of days set forth in the Production Schedule,the Artist shall make herself available on dates and time, as mutually agreed between the Parties and on such locations as required by the Producer without any additional fee/consideration for the same.However, the Producer agrees and confirm that in the event any additional Shooting Days are required for the Artist to render her acting Services over and above the committed Shooting Days herein then the Produce shall be liable to pay the Artist on a pro rata basis @ INR 5,00,000/- (Indian Rupees Five Lakhs Only) plus GST per such additional Shooting Day as per the payment cycle mentioned under this Agreement, provided such additional Shooting Day is not required by the Producer due to a Force Majeure Event, Artist's Incapacity and/or any default/breach of the Artist.

2.6 The Artist shall render herServices in accordance with the Production Schedule and/or the revised Production Schedule and as per the terms of this Agreement.

2.7 In case the Artist's presence is required, during the shooting of the Film, out of the limits of her permanent place of residence, the Artist agrees to make herselfavailable at such places, on such dates and as per the timelines as specified in the Production Schedule and/or the revised Production Scheduleas per the terms of this Agreement. \

2.8 All Creative Decision Rights in relation to the Film shall vest exclusively with the Producer at all times. The Producer shall have the right to use, alter, adapt, revise, delete from or add to and/or re-arrange the whole or any part of the performance, recording, photographs and other results and proceeds of the Services. It is expressly clarified that the manner in which the Role of the Artist is to be presented on screen shall be as per the supervision of the Director and/or the Producer.

2.9 The Producer acknowledges that the Artist has agreed to perform the Role on the basis of the Script provided to the Artist. In case the Producer requires any major/ substantial changes to her Role/ the Script by adding/subtracting any scenes featuring the Artist, the Producer/ Director shall discuss such major/ substantial changes with the Artist and any such major/ substantial changes with respect the Role/Script, including with respect to the depiction of the Artist's Role, shall be mutually agreed between the Producer, Director and Artist. It is clarified that the Artist shall not unreasonably withhold her approval and shall revert to the Producer within 7 (seven) days from the receipt of a request from the Producer to agree to such major/substantial changes to the Artist's Role, failing which the same shall be deemed approved by the Artist. The Director of the Film shall, however, have the final cut right to the Film.It is however agreed by the Artist that the Producer shall be entitled to make minor changes to the Role/Script for the betterment of the Film at the sole discretion of the Producer. The Artist's Role shall always remain as one of the lead characters in the Film, subject to the performance of all obligations by the Artist as per the terms of this Agreement.

2.10 Any and all publicity, advertisement, press releases, interviews and other information of the Film, story, Script, etc., shall be under the sole control of the Producer and the Artist shall not have the right to issue any press release, interviews and/or other information etc., without the prior written consent of the Producerwith the save and except until the Producer has issued the public announcement towards the Artist's engagement in the Film.

2.11 The Producer shall be entitled to exploit the Film, in whole or in part, commercially or otherwise, in any manner it deems fit. In connection with the exploitation of the Film, the Producer shall also have the right to record, produce, reproduce, amplify, enlarge, broadcast, use, perform, and distribute reproductions of the Artist's voice and all other sound of any kind or nature, whether such sounds shall have been created by the Artist or by others.

2.12 **Exclusivity:**

2.11.1 The Artist shall render her Services on an exclusive basis to the Producer during the Shooting Days during the Shooting Period in relation to the principal photography of the Film as per the Production Schedule attached with this Agreement under **Annexure I**. The Artist shall render her Services on a non-exclusive,priority basis , to the Producer during the Term including the Pre-Production Period, Post-Production Period, and Promotion/Publicity Period for the Film. However, the Artist hereby agrees and acknowledges that none of the third-

party engagements of the Artist shall affect the timely delivery of Services for the Film as per the terms of this Agreement;

2.11.2 Till the first release of the Film in the Territory, the Artist shall at no point of time play a role for a film/ television program/ play, web/digital series etc. having a script which is substantially similar to the Script of the said Film, such that it infringes the copyright of the Producer in the Script, for any other person other than the Producer.

2.13 **Right to use a double**: Subject to the prior written approval of the Artist (emails permitted), the Producer shall have the right touse a double in place of the Artist in connection with any of the Services including for the Artist's acts, poses, plays and appearances and shall have the right to represent the double as the Artistwhere the Artist is not likely to be recognized in such situations of the filming, recording and /or photography of the Role where any abnormal, hazardous or dangerous sequences are required or upon the non-availability of the Artist or when the Producer believes that the Artist is unable to meet the requirements of the Role as per the Script of the Film or as per the Director of the Film and/or for long shots or back shots or where the Artist is not likely to be recognized and where the Services of the Artist have been terminated provided all consequences of termination have been adhered to by the Producer.It is clarified that the Artist shall not unreasonably withhold her approval and shall revert to the Producer within 7 (seven) days during the Term, from receipt from the Producer of the names of the body double. In the event the Artist fails to revert within the stipulated timelines, it shall be a deemed approval on part of the Artist. In the event the Artist reverts within the stipulated timelines intimating her disapproval for the body double, the Producer shall suggest alternate names for body doubles. Each time the Producer suggests names of body doubles, the Artist shall have the above-mentioned stipulated timelines for intimating her approval / disapproval on the same. Further, the Parties agree and confirm that if any intimate love making scenes and/or scenes involving physical exposure are required by the Producer in relation to the Services to be rendered by the Artist in relation to the Role then the manner in which such scenes will be shot shall be mutually agreed between the Parties and Producer shall not be entitled to utilize a double in place of the Artist for any intimate love making scene which the Artist is not comfortable doing/ enacting herself unless otherwise mutually agreed between the Parties.

2.14 **Right to dub**: The Producer hereby agrees that the Artist shall dub her own voice in original languageand the Artist agrees to co-operate with the Producer in this regard to complete the dubbing in a timely manner in accordance with the Production Schedule and the terms of this Agreement. However, it is expressly agreed that the Producer shall be entitled to dub the Artist's voice without herapproval in any language other thanoriginal language, subject to the terms hereof.

2.15 **No Obligation:**The Artist expressly acknowledges and agrees that the engagement of herServices under this Agreement shall not in any way constitute or be deemed to constitute an obligation or an undertaking by the Producer to produce the Film or use the Services in the Film, or any other cinematographic film.

2.16 The Producer shall be entitled at its sole discretion, to tie-up and provide for in film endorsements and sponsorships in the Film and for the marketing and promotion or for brand interactions thereof with any brand without any prior written approval from the Artist. The Artist agrees to be a part of all in-film placements and sponsorship tie-ups undertaken by the Producer in relation to the Film without any additional remuneration. The Producer is not required to share with the Artist any revenue generated from such deal whatsoever.The Artist hereby agrees to be featured and participate with any brands, which are/will be associated only with the Film and its promotion and marketing and which are not competing with the Artist Brands (as defined hereinafter) (**"Non-Competing Brands"**) for the purpose of in Film promotion, out Film promotion and marketing and/ or co-branded marketing and promotions. The Producer is informed by the Artist that at present, the Artist is not endorsing any brands, products, services and trademarks. However, in the event the Artist starts endorsing any brands, products, services and trademarks, then the provisions under this Agreement pertaining to Artist Brands shall apply(**"Artist Brands").**

2.17 The Artist shall keep informed the Producer, in writing (emails permitted), of all the brand endorsements and/ or associations contracted by her from time to time during the Term hereof within a period of 14 (fourteen) days, of any such new brand endorsements/ brand associations agreement, which shall form part of the Artist Brands. The Parties agree that whenever the Artist is required by the Producer for in-film/out-film brand's promotion/co-branded promotions with a Non-Competing Brand, the Artist agrees to promote and/or be associated and participate with such Non-

Competing Brand marketing and promotions during the Term of this Agreement. Such out-film brand promotions/co-branded promotions shall form a part of the 21 publicity/marketing days as detailed under Clause 2.4.4. The Producer agrees that in the event it ties up with a brand that competes with the Artist Brands (**"Artist Competing Brands"**) in the Film, it shall inform the Artist of the same and Producer agrees and undertakes that it shall not in any manner portray any kind of endorsement/association/interaction in the same frame as the Artist Competing Brand and/or portray any kind of direct endorsement/association/interaction, between the Artist and such Artist Competing Brand(s). The Artist agrees that unless the Artist informs the Producer of any new brand endorsements/ brand associations entered into by her within 14 (fourteen) days of execution of such brand endorsement/ brand associations agreements, any brands not informed by the Artist as per the terms hereof shall be considered as Non-Competing Brands and the Producer shall be free to associate with such brands in relation to the Film. However, in the event the Shooting Period of the Film has commenced and thereafter the Artist ties-up with a competing brand, (i.e. competing vis a vis the brands that have been tied-up by the Producer for such Film), then the Producer shall not be required to make any changes in the in-film tie-ups for such Film and the Film shall be completed in the manner deemed fit and necessary by the Producer. The Artist also agrees that as a part of the Film, the Artist along with the other co-actors, Producer and Director of the Film shall be available for the promotion and marketing of the Film through the Film's brand tie-ups, as required by the Producer, as per the terms hereof.

2.18 The Artist is aware and the Producer agrees and confirms that the Producer will be taking such necessary steps to ensure safety of the Artist on shoot locations and shall fully cover the Artist for Covid-19 during production of the Film under the Covid policy for the Film taken for the rest of the cast and crew of the Film, while the Artist is rendering her Services for the Film as per the Production Schedule and/or any revisions thereto. In the event of the Artist shows any symptoms of Covid-19 during active production on set and/or while engaged in in-person activities as specified by the Producer for the Artist in relation to the Film, the Producer will provide the Artist with the proper medical treatment and facilities, if so required. In the event of the same, the Artist shall not have the recourse or right to hold the Producer liable, except as covered above. Furthermore, the Artist shall ensure that she takes reasonable care of her safety off-shoot to ensure that there is no delay caused to the Production Schedule (and revisions thereto) and if there occurs any such injury and/or damage off-shoot, the Artist herself shall be liable for the same.

3 CONSIDERATION

3.1 In consideration of the Artist's full, complete and timely performance of the Services being rendered under this Agreement, and all obligations by the Artist as per the terms of this Agreement,the Producer shall pay the Confirming Party on behalf of the Artist atotal consideration of INR1,00,00,000/- (Indian Rupees One Crore only)("**Consideration**") plus applicable Goods and Service Tax ("**GST**")as determined by the Producer.

3.2 The said Consideration shall be payable in installments as detailed below:

(i) 10% of the Considerationshall be payable upon complete execution of this Agreement by the Parties;
(ii) 25% of the Considerationshall be payable uponcommencement of shoot of the Film;
(iii) 25%of the Considerationshall be payable upon completion of 50% of shoot of the Film;
(iv) 25% of the Considerationshall be payable uponcompletion of the shoot of the Film;
(v) 10% of the Consideration, shall be payable upon completion of dubbing of the Film;
(vi) 5% of the Consideration shall be payable upon the release of the Film.

3.3 All the payments made in relation to the Consideration are subject to tax deducted at source under the provisions of Income Tax Act, 1961 or any other applicable legislation. All statutory and taxation liabilities in respect of the payments hereunder shall be paid solely by the Confirming Party. The Consideration shall be paid to the Confirming Party on behalf of the Artist as per the above-mentioned tranches within 15 (fifteen)working days of receipt of a valid and correct invoice from the Artist by the Producer. Artist hereby confirms that she has authorized the Confirming Party to raise invoices and collect payments on her behalf for the aforementioned payments of the Consideration and Artist further agrees and confirms that any and all payments of Consideration so made by the Producer under this Agreement to the Confirming Party shall be considered as payment

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to the Artist and as agreed under the payment schedule and all the obligation of the Producer shall be discharged upon the payment of the Consideration to Confirming Party as per the payment schedule mentioned in the Agreement. The Confirming Party shall thereafter be solely responsible to make payments to the Artist in accordance with the understanding between the Confirming Party and the Artist, without any recourse to the Producer, in any event and the Artist and the Confirming Party shall not make any claims against the Producer. It is further agreed and confirmed by the Parties that any change in the internal structure of the Confirming Party shall not in any way affect the grant of rights to the Producer under this Agreement and its exercise thereof by the Producer and the Producer shall not be liable to pay/owe any additional monies to the Artist.

3.4 The Artist agrees and acknowledges that the Consideration shall be adequate for the performance of all Services and obligations by the Artist and the grant of rights to the Producer under this Agreement. It is further agreed between the Parties that the Consideration shall be an all-inclusive fee i.e. no separate payment towards any applicable taxes (save and except applicable GST as stated herein) will be made to the Confirming Party on behalf of the Artist by the Producer. In the event any out of pocket expenses are to be borne by the Artist and/or the Confirming Party for and in relation to the Services and the Film, then only such expenses that have been pre-approved by the Producer (in writing – emails permitted) shall be reimbursed by the Producer subject to submission of genuine bills/ vouchers in respect of such out of pocket expenses and the decision of the Producer in respect thereof shall be final and conclusive.

3.5 The Confirming Party represents that it has a valid GST registration and warrants that it shall pay the applicable GST amount to the appropriate government authority within the prescribed timelines and in compliance with any law for the time being in force with respect to the same, mentioning all appropriate and relevant information on the GSTN platform, which enables the Producer to claim timely credit (i.e. in its GST return for the month in which the applicable invoice is raised on the Producer, in the appropriate GST registration. In the event the credit of GST is not granted or denied to the Producer under its appropriate GST registration under the applicable laws for non-payment/delayed payment of taxes charged or on account of any non-compliance by the Confirming Party (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government/incorrect submission of information on the GSTN Platform), then the Confirming Party shall rectify the said non-compliances/ errors to ensure that the Producer gets the credit in the subsequent month. In the event the non-compliance/ error is not rectified by the Confirming Partyas above and the Producer is required to pay any penalty to any government authority, or suffers other damages/losses, the Confirming Party shall indemnify the Producer for all such costs, penalties, losses, damages incurred by the Producer.

3.6 The Consideration to be paid to the Confirming Party on behalf of the Artist shall be subject to deduction of applicable/withholding taxes at source under the extant provisions of the Income Tax Act, 1961. The Confirming Party on behalf of the Artist agrees that if the Artist is covered under the category of specified persons as per section 206AB of the Income Tax Act, 1961, the rate of tax will be deducted at 5% or double the rates in force whichever is higher. The Producer shall furnish the Confirming Party with a TDS certificate for each tax deducted at source within statutory timelines.

3.7 The Confirming Party confirms that she shall take all necessary steps and/or actions for the timely and accurate recording, uploading of invoices and /or debit notes raised on the Producer, and file its returns as required under law, so that the Producer is eligible to view such GST input credit. In the event the Producer has paid the Confirming Party the value of the invoice raised by the Confirming Party, but subsequently the GST input credit mentioned in such invoice is denied to the Producer due to any incorrect compliance attributable to the Confirming Party and remains unrectified by the Confirming Party within the time allowed under law, the Producer is entitled toif such input credit denied to the Producer and any interest penalty levied on the Producer by the GST authority due to incorrect compliance attributable to the Confirming Party, have the authority to recover from the Confirming Party such interest amount and due GST.

3.8 Further, the Parties agree and confirm that as and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on the date of signing this Agreement), the Parties shall discuss the provisions relating to the same and may enter into an amendment agreement, if required, to address each other's concerns in relation to such compliance.

3.9 . The Producer represents that it has a valid TDS registration and warrants that it shall pay the applicable TDS amount to the appropriate government authority within the prescribed timelines and in compliance with any law for the time being in force with respect to the same. Further, the

Producer shall provide the Artist/ Confirming Party with the appropriate TDS certificate in a timely mannersubject to the Producer receiving the same). In the event the credit of TDS is not granted or denied to the Confirming Party as per applicable laws for non-payment/delayed payment of taxes charged or on account of any non-compliance by the Producer (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate TDS to appropriate government / incorrect submission of information), then the Producer shall rectify the said non-compliances / errors to ensure that the Confirming Party gets the appropriate credit In the event, the non-compliance/ error is not rectified by the Producer as above, and the Producer is required to pay any penalty to any government authority, or suffers other damages/losses, the Producer shall indemnify the Confirming Party for all such costs, penalties, losses, damages incurred by the Confirming Party

3.10 The Producer shall not be liable to pay any other consideration, reimbursements etc. other than as mentioned hereinbefore to the Confirming Party and/or the Artist under this Agreement. The Artist shall be entitled to royalties as per Applicable Laws. The Producer and/or its assignees shall not be liable to pay any royalty to the Artist under this Agreement;however, the Artist shall have the right to collect the same directly from the registered/applicable copyright societies.

4 OWNERSHIP OF RIGHTS

4.1 All works/products resulting from the Services rendered and proposed to be rendered by the Artistunder this Agreement ("**Works**") hereunder shall at all times constitute and shall be deemed to constitute works-made-for-hire/ commissioned works developed at the instance of the Producer 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 Producer shall be the first and exclusive owner of all rights including but not limited to Intellectual Property Rights and copyright in the Services for all purposes, for the entire Territory and in perpetuity and shall have the exclusive right to exercise all rights comprised in copyright in the Works in accordance with Section 14 of the Copyright Act, 1957 or any other equivalent provision thereof.

4.2 The Artist further acknowledges that the Producer shall be the sole and exclusive owner of Intellectual Property Rights, derivate rights i.e. right to produce remakes, adaptations, prequel, sequel, script for cinematograph film, comic books, make for home video productions, television productions, shots, commercial works, stage plays, action figurines, novels, internet websites, games, etc. of the Film, in the entire Territory and in perpetuity.

4.3 Without prejudice to aforesaid, the Artist hereby exclusively,unconditionally and irrevocably assigns all rights including but not limited to Intellectual Property Rights and copyrights in the Works resulting from the Services that will be rendered by the Artist exclusively in favor of the Producer, for the entire Territory and in perpetuity and the Artist agrees and acknowledges and makes all necessary declarations confirming the aforesaid at the Producer's costs and efforts. Such assignment shall operate for all the modes, media and formats of exploitation in respect of the Services including the Modes, Media and Formats mentioned under Clause 1.1.8 hereinabove and the Artist hereby expressly acknowledges the sufficiency of the Consideration towards the assignment of the rights for exploitation of the Works on all the Modes, Media and Formats of exploitation.

4.4 It is agreed by the Parties that provisions of Section 19(4) and 19A read with Section 30A of the Copyright Act, 1957 shall have no application or effect on the terms of this Agreement. The Artist hereby acknowledges and undertakes that the assignment of copyright in the result of the Services as granted herein is not and will not be contrary to the terms and conditions of the rights already assigned to a copyright society in which the Artist is/shall be a member.

4.5 Without prejudice to the generality of the foregoing, the Producer 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 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 Producer may desire in its sole discretion subject to Clause 2.9.

4.6 Producer shall have the sole right to exercise such editorial rights in relation to the Work as shall be necessary and deemed fit by Producer which shall include but not limited to increasing / shortening the length of the Film and/or to re-write / modify the same, including the Artist's parts in the said Filmsubject to Clause 2.9.

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4.7 The Artist hereby agrees that the rights of the Producer shall also include the right to exclusively and perpetually use and exploit throughout the Territory in relation to the Film, the (i) sobriquet, (ii) autograph, (iii) likeness, (iv) photograph, (v) portrait, (vi) caricature, (vii) voice, (viii) silhouette (both real life and as in the Film),(ix) biography of the Artist, (x) any other attributes of the Artist for the purposes of commercial exploitation and/orin connection with 'behind the scenes' and such other additional audio- visual content in connection with the Filmand free and clear of any and all claims for royalties, residuals or other compensation whatsoever and/or advertising, merchandising and publicity matters pertaining to the said Film, for any purpose, commercial and/or non-commercial on any Modes, Media and Formats as detailed including but not limited to television /radio shows, souvenir programs, commercial tie ups, paperback editions of the literary property directly relating to and on which the Film is based, or any sound recording or any other emerging forms and formats. It is also expressly clarified that the Producer can merchandise the character of the Artist in the Film for commercial gain at its sole discretion. Without limiting the foregoing, the Producer will share with the Artist a set of still photographs for her one - time approval which the Producer intends to use in publicity or advertising/ marketing materials or promotions of the Film and the Artist will be required to approve/ disapprove minimum 50% (fifty percent) of such still photographs submitted to Artist within 5 days from submission of such photos (the "Approval Period"). If the Artist fails to respond during such Approval Period, the Producer may select in its sole discretion, the requisite number of stills needed and the same will deem to be approved by the Artist. Notiwthstanding anything to the contrary mentioned in the Agreement, all final rights with respect to any and all promotional, advertising and marketing material and images to be used for the same shall vest with the Producer at all times.

4.8 The Artistirrevocably and unconditionally waives all rights in respect of the said Film including the following rights or any other similar benefits to which Artist is presently entitled to pursuant to any law in force or which may accrue to Artist under a similar doctrine, principle or law, to the extent permitted by such doctrine, principle or law:

4.8.1 Performer's rights under Section 38, 38 (A) (1) of the Copyright Act, 1957 and Rule 68 of the Copyright Rules, 2013 or any amendment thereto including but not limited to the right to reproduce the performance in any material form including the storing of it in any medium by electronic or other means; Issue copies of the performance to the public including copies of Records (both audio and audio-visual) of such performances in any format and parts; Communication of the performance to the public in any format; Sell or give on commercial rental or offer for sale or for commercial rental any copy of a recording of the performances in any format; Broadcast or communicate the performance to the public by any Modes, Media and Formats; right to use and permit others to use the Artist's name, photographs and other likenesses of Artist, and biographical material concerning Artist in connection with the exploitation of any or all of the masters and recordings made under this Agreement; and

4.8.2 Moral rights granted to the performers under Section 38B of the Copyright Act, 1957 or any amendment thereto.

4.9 The Artist hereby undertakes at the sole costs of the Producer, to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Producer in its sole discretion in order to secure, protect, perfect or enforce any of the rights of the Producer pursuant to this Agreement. In the event the Artist fails to do so within 10 (ten) business days of receipt of a request from the Producer to do or perform an act or execute a document, the Producer shall be entitled to exercise the same in place of the Artist as the lawful appointed attorney and the Artist undertakes to affirm, ratify and be bound by such exercise of the right by the Producer under the provisions of this clause.

4.10 The Artist hereby grants to the Producer the right to use the name of the Artist in credits, advertising, publicity and any other exploitational or promotional material in respect of the said Film as per the terms of this Agreement.

4.11 Without limitation to the foregoing, the Artist is aware and hereby acknowledges that new rights in addition to the rights assigned to the Producer herein may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "**New Exploitation Rights**"), and Artist is also aware and does hereby acknowledge that new (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "**New Exploitation Methods**") are being and will inevitably continue to be developed

in the future, which would offer new opportunities for exploiting the works. In the event the Artist has any rights in and to the Works including New Exploitation Rights and New Exploitation Methods that cannot be assigned to the Producer by operation of law as provided above and cannot be so waived, the Artist, in lieu of the Consideration, the sufficiency of which is hereby acknowledged by her, hereby grants to the Producer an exclusive, irrevocable, worldwide, license in perpetuity to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense and assign such rights in and to the Producer, including without limitation, the New Exploitation Rights and New Exploitation Methods in relation to the Works.The Artist hereby agrees that she shall not assign or in any other manner transfer any rights in such New Exploitation Rights and New Exploitation Methods in the Works without offering for assignment of New Exploitation Rights and New Exploitation Methods for the Territory and in perpetuity to the Producer, failing which any other payments payable under the present Agreement or payable under any applicable law shall not be payable and if already paid to the Artist by the Producer the same shall be paid back by the Artist to the Producer. The Artist agrees that the consideration payable for such assignment shall not exceed the rates payable as per established Industry practices and norms for similar arrangements. The Artist hereby agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any New Exploitation Rights and New Exploitation Methods in the Works to any third party in breach of the Artist' s obligations contemplated herein, shall be null and void *ab initio* and shall constitute a material breach of this Agreement. To the extent any of the foregoing provisions is ineffective under applicable laws, Artist hereby provides and shall provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing. The Artist shall confirm any such ratifications and consents from time to time as requested by the Producer. For the purpose of this Clause 4, the terms 'Broadcast', 'Communication to the Public', 'Performance', 'Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as is defined in the Copyright Act, 1957 (as amended from time to time) and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

4.12 Except for the Consideration as set out in this Agreement, the Artist is not and shall not at any time hereafter become entitled to receive any part of the revenues or profits generated from the exploitation of the Film or otherwise, in any manner, medium of format whatsoever.

4.13 This clause shall survive the termination/expiry of this Agreement.

5 REPRESENTATION AND WARRANTIES

5.1 The Producer hereby represents and warrants that:

5.1.1 The Producer is a company duly organized, validly existing and in good standing under the Applicable Laws;

5.1.2 The execution and performance of this Agreement is within the power of the Producer and has been duly authorized by the Producer.

5.1.3 The Producer will take the adequate permissions for the shooting and production of the Film.

5.1.4 The Producer shall not make any defamatory remarks against the Artist and/or portray in a manner that is defamatory against the Artist during the term of this Agreement and at any time thereafter.

5.1.5 The Producer shall be in compliance with the Prevention of Sexual Harassment Act, 2013 and shall set up an internal committee set up to address any complaints brought to it by any persons either working for Artist and/or the Producer and/or at Producer's office and/or such persons who shall visit Producer's office.

5.2 The Artist hereby represents and warrants that:

5.2.1 The Artist is fully competent and has thecapacity and authority to execute and conclude the terms of this Agreement;

5.2.2 The Artist shall be personally liable for the performance of herobligations stated in this Agreement;

5.2.3 The Artist is not and shall not be subject to any conflicting obligation or disability under any other agreement which will prevent or interfere with the due execution and performance of the Artist's Services and obligations during agreed Term of the Agreement;

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5.2.4 The Artist shall co-operate with the Producer, and its employees and representatives, to facilitate the timely and satisfactory rendition of her Services for the said Film;

5.2.5 As on Execution Date the artist is in a state of good health and shall take all reasonable practical steps necessary in order to maintain such state and ensure the full and proper performance of the Services and the obligations of the Artist as per the terms of this Agreement;

5.2.6 The Artist shall not use defamatory remarks for the Producer and/or its assignees, Director and other actors connected with the Film withthe Film;

5.2.7 The Artist shall not behave in such a manner as to offend the community or public morals which restricts/prevents the successful completion and exploitation of the Film and the Artist shall at all times throughout the engagement respect public conventions and morals;

5.2.8 The Artist shall make herselfavailable for providing the Services on such number of days and at such times as per the terms herein to the best of the Artist's skill and ability and in accordance with the Production Schedule as stated in this Agreement.In the event of the Artist being the recipient of any recognition or award for as "Artist" of the Film, the Artist shall on a best effort basis acknowledge that the said Film is produced by Producer and directed by the Director;

5.2.9 The Artist shall not exploit for hercommercial gains, any of the characters, story, Script, screenplay, musical score, lyrics, dialogues, footage or special effects (and/or any adaptations thereof) that are created for the Film irrespective of the fact that such character was portrayed by the Artist in the Film or the Artist had rendered creative services in respect of the story, Script, screenplay, musical score, lyrics, dialogues, footage, special effects or adaptations;

5.2.10 The Artist is not now, and will not become, during the course of herengagement hereunder, a member of any collective bargaining organization which would restrict or limit the Artist's right to enter and fully perform the Agreement in accordance with the terms hereof, and as on Execution Date there are no pending litigations, actions, proceedings claims, lien or encumbrances pending or threatened against herwhich prevents her from rendering services contemplated hereunder. The Artist further confirms that no proceedings are pending before any Court of Law or before any quasi-judicial bodies not limited to any film trade association, film distributors association or any governmental authorities that may in any manner restrict or impair or create any impediments in her rendering services for the Film;

5.2.11 The Services performed by the Artist in connection with the Film will be subject solely to the terms of this Agreement irrespective and notwithstanding the Artist's membership, if any, to any union or guild or collective bargaining agreement. Artist's membership to any union or guild or collective bargaining agreement shall not apply to the Film or the Services rendered herein;

5.2.12 That all material created, added, interpolated and/or submitted by the Artist for or to Producer shall be as per the terms of this Agreement and wholly original with and shall not infringe upon or violate any copyright;

5.2.13 The Artist specifically warrants that during the Shooting Period sheshall maintain and not make any adverse changes toherbody-weight, configuration of herhair (style and/orcolor),facial appearance as to remain constant with the requirements of the Producer and the Director of the Film in connection with the requirements of the Film and the Role during the Production Schedule and/or revised Production Schedule;

5.1.1 The Artist warrants that sheshall be in compliance in all Applicable Laws and shall not indulge in any act(s), which are outside the parameters of any laws which may be in force in India; , including but not limited to, the Indian Penal Code, 1860 and the Narcotic Drugs and Psychotropic Substances Act, 1985; The Artist further acknowledges that the Artist shall not in any manner during the entire Term engage in and/or a chargesheet is filed against for any illegal/ immoral activities including use of any narcotics/ banned substances and if named in any investigation for either consumption or otherwise dealing with drugs/ banned substances and/or in relation to any illegal/ immoral activities, then Producer shall have the right to immediately dissociate itself from the Artist and also have the right to immediately suspend/ terminate this Agreement;

5.2.14 The Artist shall not in any manner whatsoever circumvent or otherwise frustrate the intent of this Agreement;

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5.2.15 The Artist hereby represents and warrants that the Artist shall not at any time during the Term of this Agreement do any act which shall bring the Producer into public disrepute which prejudices the exploitation of the Film.

5.2.16 The Artist understands that Producer is in full compliance with the Prevention of Sexual Harassment Act, 2013 and has zero tolerance towards any form of sexual harassment as defined under the aforementioned act. Further, Producer has an internal committee set up to address any complaints brought to it by any persons either working for Producer and/or at Producer's office and/or such persons who shall visit Producer's office. Pursuant to the Artist's engagement with Producer, the Artist shall fully and strictly comply with the policies of Producer with respect and the terms of the Prevention of Sexual Harassment Act, 2013, by viewing the details of this act on http://wcd.nic.in/act/handbook-sexual-harassment-women-workplace.

5.2.17 The Artist shall follow all safety measures in relation to the novel coronavirus disease ("**COVID 19**") including but not limited to all directions, rules, regulations, guidelines or circulars issued by the Central or State Government and/or any of its authorized bodies, departments, organizations, etc. (collectively "**Government Guidelines**") and/or mandated by Producer and shared with the Artist in writing, and shall promptly notify Producer in case she shows any symptoms of COVID 19. The Artist confirms that she understands that despite Producer putting in place measures to prevent the spread of COVID 19, Producer cannot absolutely guarantee that the Artist will not become exposed and/or infected with COVID 19, and in this regard, the Artist agrees, undertakes and confirms not to hold Producer and/or its subsequent assignees responsible in any manner whatsoever The Artist further confirms that she understands the risk of becoming exposed to and/or infected by COVID 19 may result from the actions, omissions, or negligence of surrounding personnel who have no connection whatsoever with Producer and that are outside the reasonable control of Producer, and that Producer may not be able to trace the origin of the exposure and/or infection.

5.3 The Confirming Party hereby represents and warrants that:

5.3.1 It is competent and authorized to enter into this Agreement and are not under any restrictions or prohibitions which shall prevent it from performing or adhering to any of its obligations under this Agreement;

5.3.2 The execution, delivery and performance by it of this Agreement have been duly authorized by all necessary corporate or other actions by the Confirming Party;

5.3.3 It has not and shall not enter into any other contractual commitments during the Term of this Agreement, which will prevent or adversely affect the performance of its obligations under and in accordance with this Agreement or the rights of the Producer hereunder and/ or any of the obligations of the Artist hereunder;

5.3.4 Any losses, damages, actions, costs, claims, disputes, expenses or any liabilities of kind or nature whatsoever, accrued, arising or threatened against the Confirming Party by any third party (including any government bodies, authorities, etc.) with respect to the Confirming Party's obligations, representations and warranties under this Agreement, shall be without prejudice to the rights of the Producer in the Works hereunder;

5.3.5 The Confirming Party shall not make claims against the Works and the Film and confirms that the Producer no obligations whatsoever towards the Confirming Party save and except as expressly to the limited extent set out under Clause 3 hereinabove;

5.3.6 The Confirming Party shall make timely payment of Consideration to the Artist and shall be fully responsible for any claims/ actions by the Artist with respect to payment of such monies without any recourse to the Producer and without affecting the rights of the Producer hereunder;

5.3.8 The Confirming Party shall not, in any interviews, use derogatory language / remarks, directly or indirectly in respect of the said Film, against Producer, the Director, officers, associates, artists and technicians in the said Film. This obligation on the Confirming Party shall survive termination of this Agreement.

6 CREDIT

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6.1 Subject to the performance of the Services by the Artist, in accordance with the terms and conditions of this Agreement, the Producer agrees to accorda single slate credit in the Film and on paid advertising and publicity material directly issued by the Producer where all the other lead star cast of the Film is collectively mentioned and given credits. However, it is clarified and expressly agreed between the Parties that in the event of individual posters ofany otherlead artist of the Film, the Artist shall not be entitled to receive any credit on such individual posters of the other lead artist except in the event any other artist (except the artist whose individual poster it is) is being given credit.

6.2 Further, it is agreed and confirmed that the Producer shall accord the following credits as well: (i) Manager to Shefali Shah: Monica D'souza, TULSEA; in such manner and format as shall be decided by the Producer in its sole discretion.

6.3 All decisions relating to the form, font, size, style, nature, placement, manner, etc. ofcredits and the finalization of the credit titles and the title scroll, advertising and promotional material of the Film shall, at all times, be the sole prerogative of the Producer and shall be as per the terms of this Agreement. It is clarified that in the event of termination of this Agreement for breach, the Producer shall not be required to give any credits to the Artist, however if the Producer uses any Services or proceeds of the Services of the Artist in the Film, the Producer shall accord due credits to the Artist as per the terms of this Agreement.

6.4 The Artist agrees that any inadvertent failure by the Producer or any other person or entity, to accord credit to the Artist shall not be deemed a material breach and the Artist shall not have any right of injunction for any failure to accord credit, and also agrees to be bound by the custom and decision of Producer of the Film as to exclusions and exceptions to the allocation of credits.The Producer will take all measures to remedy the credit failure on a prospective basis within 72 (seventy-two) hours of such failure being brought to the notice of the Producer, in writing, where the prints are directly in control of the Producer. For prints of the Film that are not directly within the Producer's control, the Producer will intimate the third parties which are in direct control of the prints of the Film within 24 (twenty-four) hours of such failure being brought to the notice of the Producer, in writing.

6.5 It is expressly agreed by the Producer, the Artist and the Confirming Party hereto that the Confirming Party shall not be entitled to any credit in the Film whatsoever under this Agreement.

7 CONFIDENTIALITY

7.1 The Artist and the Confirming Party hereby jointly and severally undertake not to disclose, reveal or make public except with the prior written consent of Producer, any information whatsoever concerning the production of the said Film and the Services to be rendered hereunder including any financial information relating to the said Film, the business of the Producer and this Agreement including its contents and keep strictly secret and confidential the Script, screenplay, storyline, engagement of key personnel, star cast, producer, budget, and other financial details, artistic content, characterization and treatment of the said Film. Further, the Artist and/or the Confirming Party shall not keep or take or publish any record written or otherwise relating to the said Film or any photographs of persons working on the said Film or of any matter or thing connected with the production of the said Film("**Confidential Information**").

7.2 It is expressly clarified that the Artist and/or the Confirming Party shall not make any public statement or press statement or provide any interviews in connection with the Confidential Information without the prior written approval of the Producer. However, the Artist shall be entitled to make incidental non-derogatory statements in relation to her involvement with the Film post the official announcement towards the Film and the Artist's involvement in the Film has been made by the Producer without disclosing any Confidential Information in any manner whatsoever.

7.3 However, the above-mentioned clauses relating to Confidential Information shall not apply in the following cases:

(i) If the Confidential Information is in the public domain on the date of receipt of such information by the Artist and the Confirming Party;

(ii) If the Confidential Information was known or available to the Artist and the Confirming Party on the date of its receipt from the Producer otherwise than by way of its receipt from the Producer;

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(iii) If the Confidential Information is required to be furnished by law or by any court order or order of any other regulatory authority.

7.4 Provided that in the case mentioned in sub- clause 7.3 above, the Artist and the Confirming Party shall give the Producer prompt notice of such requirement so that the Producer may seek a protective order or other appropriate remedy in respect thereof. If such protective order or other remedy is not obtained, Artistand the Confirming Party will exercise reasonable endeavors to attain assurances that confidential treatment will be accorded to such Confidential Information so disclosed.

7.5 The Artist and the Confirming Party shall keep in a safe and secure place all documentation including but not limited to the Works including story, Script and screenplay, personal notes or research material relating to the Works or the Film or its subject matter including all permissions, consents, releases and other documentation relating to the foregoing and shall deliver the same to the Producer on demand without any demur or protest.

7.6 The Producer shall not disclose, reveal or make public except to its employees or its financial and legal consultants or in furtherance to this Agreement on a confidential basis the commercial terms including Consideration with respect to this Agreement.

7.7 This provision shall survive termination/expiry of this Agreement in perpetuity.

8 FORCE MAJEURE EVENT

8.1 Neither Party shall be considered liable for the non-performance of any of their obligationsset forth under this Agreement when the non-performance thereof has been caused due to an event or a combination of Force Majeure Events.

8.2 If, by reason of Force Majeure Event, the Producer is materially prevented from or materially hampered in the production of the Film, then the Producer may postpone the commencement of or suspend the operation of this Agreement and the rendition of Services by the Artist for such time as the Force Majeure Event shall continue.No Consideration shall accrue or become payable to Artist hereunder during the period of such suspension, except to the extent already due and payable to the Artist until such date of Force Majeure Event in accordance with the terms of this Agreement. The Artist agrees that after the Force Majeure Event period ends and/or the Producer is able to re-commence production, the Artist shall co-operate with the Producer and provide her Services to the Producer as per the terms herein to complete the Services for the Film as per the terms of this Agreement.

8.3 Additional break and suspension: It is further clarified that the Producer shall be entitled to determine the start date of the Services and push/suspend the start date and the production of the Film and rendition of Services as per its sole discretion for any reason whatsoever including but not limited to a Force Majeure Event or a production hiatus and/ or a schedule break or default of the Artist and no compensation will accrue or be payable hereunder to the Confirming Party on behalf of the Artist during any such period of suspension and all monies due and payable for the Services rendered by the Artist per the tranches as mentioned under Clause 3 of this Agreement prior to such suspension shall be paid as per the terms hereof. The Artist agrees that after the suspension is lifted and/ or the schedule break is ended by the Producer in its sole discretion and the Producer is able to re-commence production of the Film, the Artist shall provide her Services to the Producer dates as mutually agreed between the Parties, in order to complete the Services for the Film as per the terms of the Agreement, with the express understanding that upon intimation from the Producer in writing (emails permitted) regarding the recommencement of the production/shooting of the Film, the Artist shall provide her dates within a maximum period of six (6) months of such request; which shall be intimated by the Artist within the next one (1) week from date of such written intimation by the Producer to the Artist to render her Services for the Film as per the terms of this Agreement to ensure timely completion of the Film. Notwithstanding the above, the Artist shall, till the completion of shoot intimate the Producer within one (1) week of any dates which shall be blocked for any other project.

9 ARTIST'S INCAPACITY

9.1 If by reason of the Artist suffering any facial or other physical impairment, or illness including Covid 19, or disfigurement materially detracting fromher appearance or ability to perform herRole hereunder; or by reason of mental or physical disability of the Artist or any immediate family member of the Artist, the Artist shall be incapacitated from performing or complying with any of the material terms or material conditions hereof for a consecutive period/ or an aggregate period in excess of 15 (fifteen) days during the Term of this Agreement save and except during Shooting Period wherein the Artist is incapacitated as stated herein for a period of 5 (five) days or more extended to 15 days in the event of Covid 19 ("**Artist Incapacity**"), then the Producer shall have the right to terminate this Agreement forthwith in accordance with Clause 10.2.4.

9.2 Right of Examination: If any claim of mental or physical disability is made by the Artist or on the Artist's behalf, the Producer shall have the right to have the Artist examined by such physicians as the Producer may designate at its own costs and efforts.

9.3 In the event of the Artist's Incapacity, the Artist agrees to co-operate with the Producer and provide such additional dates as required by the Producer on a priority basis post conclusion of the Artist's Incapacityto complete the Film at the earliest.

10 TERM AND TERMINATION

10.1 This Agreement shall commence from the Effective Date and shall continue to be in force until the full and complete performance of all the Services, obligations, undertakings and warranties of the by either Party under this Agreement as per the terms of this Agreement("**Term**").However, the assignment of copyright in the results of the Services as granted under Clause 4 herein shall be valid and subsisting in perpetuity.

10.2 **Grounds of termination:**This Agreement may further be forthwith terminatedat any time by the Producer upon the occurrence of any of the following events:

10.2.1 If the Artist breaches any of her obligations, representations and warranties under this Agreement and does not remedy such breach within 15 (fifteen) days which will be reduced to 5 (five) days during the Shooting Period after receiving notice of such breach by the Producer;

10.2.2 The Artist committing any act or omission which may prejudice the Film and/or reputation of the Producer in any manner whatsoever;

10.2.3 The continuation of a Force Majeure Event or a combination of Force Majeure Event/s for more than 30 (thirty) days;

10.2.4 The continuation of Artist's Incapacity as contemplated in Clause 9.1 above;

10.2.5 The production of the Film being cancelled, abandoned or indefinitely postponed for any reason whatsoever;

10.3 The Artist shall be entitled to terminate this Agreement in the following circumstances:

10.3.1 In the event the Producer fails to make any payments of the Consideration as per the terms of this Agreement and same is not cured within 15 (fifteen)days after the receipt of a written notice from the Artist.

10.4 Consequences of termination:

10.4.1 The Producer shall be released from all further obligations under this Agreement;

10.4.2 The Artist shall with immediate effect return any/all material, personal notes and any other material, Scripts, story, screenplay, dialogue drafts, etc. as may be provided by the Producer to the Artist for the purpose of rendering her Services hereunder;

10.4.3 The termination of this Agreement shall not affect the Producer's ownership or enjoyment of the Intellectual Property Rights in and to the Film, and all or any other rights granted to the Producer under this Agreement including all rights relating to the Film and the proceeds of the Services provided by the Artist;

10.4.4 In the event the Agreement is terminated for any reason the Artist (through the Confirming Party) shall be entitled to (receive pro- rata payment of Considerationfor the Services provided by the Artist until the date of such termination, in accordance with the payment schedule as stated in the

Agreement and such payment shall be full and final and the Producer shall not be liable to make any further payments towards the Artist's Consideration

10.4.5 The Producer shall be entitled to engage any third party in relation to the Services and/ or the complete the Film with a double or engage any third party to dub for the Film subject to compliance of the consequences of termination as stated herein n.

10.4.6 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.

10.4.7 It is stated herein that the Producer shall not, at any time entitled to exploit and/or benefit from the results and proceeds of the Artist's Services prior to adherence of its payment obligations as per the terms of this Agreement.

11 INDEMNITY

11.1 The Artist hereby undertake to indemnify and keep fully indemnified, at all times, the Producer, including its assignees, licensees, officers, employees, or agents, from and against all actions, proceedings, claims, demands, costs including legal costs, awards, damages arising directly or indirectly as a result of:

a) a willful act or omission of the Artist arising out of any material breach of this Agreement or in connection with the omission of the Artist in exercising her rights and obligations under this Agreement;

b) any breach or non-performance by the Artist of any of the terms, undertakings, representations, warranties or obligations under this Agreement and/or

c) any third-party claims that may arise due to the infringement, impairment or dilution of the rights of such party by the Artist in the course of rendering the Services under this Agreement.

11.2 In the event the Artist receives any legal notice or faces any third - party claims or is made a party, defendant or co-defendant to any action/ claim arising in connection with the Film, save and except where the Artist is in breach of the terms of this Agreement and for any claims for which the Artist is indemnifying the Producer under Clause 11.1, Producer shall at its sole cost, expense and risk defend, pay and settle such claims and actions, provided: (i) the Artist immediately notifies the Producer about such claims/notices along with a copy of all the correspondence and other documents/information pertaining to the same, if any; (ii) the Artist fully co-operates with the Producer with respect to the same and the Artist and/ or her representatives do not make any remarks, statements or submissions regarding or in relation to such claims/notices without the prior written approval of the Producer.

11.3 To the fullest extent permitted by applicable laws, each Party hereby waives all claims against the other Party, and its affiliates, distributors or financiers for any indirect, incidental, punitive, and consequential damages, including loss of profit.

11.4 The Producer shall not be liable to the Artist for any kind of losses, harm and injury caused to the Artist while rendering her Services for the Film under this Agreement including loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill and/or any pure economic loss, costs, damages, charges or expenses.

12 REMEDIES

12.1 Notwithstanding any other provision of this Agreement, the Artist hereby agrees and acknowledges that her sole remedy for any breach by the Producer shall be an action at law for damages and further such damages are fully adequate to compensate it in the case of any such breach by the Producer hereunder. The Artist agrees that she shall not seek or be entitled to rescission, injunctive or other equitable relief.

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12.2 However, since it is understood that the Artist's services are special, unique, unusual, extraordinary and of an intellectual character, giving them a peculiar value, which cannot be compensated in monetary terms or damages, the Producer is entitled to seek equitable relief against the Artist in respect of performance of the Artist's obligations hereunder.

12.3 Without waiving any of the Producer's rights or remedies under this Agreement or otherwise, the Producer may from time-to-time record by action any damages arising out of any breach of this Agreement by the Artist and may institute and maintain subsequent actions for additional damages which may arise from the same or other breaches.

13 JURISDICTION AND GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and shall besubject to the exclusive jurisdiction of the courts in Mumbai.

14 MISCELLANEOUS

14.1 **Notices:**All notices given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses,as stated hereinabove, in this Agreement, by way of registered post or courier. The Parties may, from time to time, change their respective addresses or representatives for receipt of notices, by giving to the other Parties not less than 7 (seven) days prior written notice.

14.2 **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.

14.3 **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.

14.4 **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.

14.5 **Waiver:**The failure of the either 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 such 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 such Party at law or in contract save and except as set out in this Agreement.

14.6 **Severability:** In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable laws, 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 been 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.

14.7 **Cumulative Rights:**All rights and remedies granted hereunder to the Producer are in the cumulative and not alternative to each other and the Producer may exercise one or more of such rights and remedies in conjunction with the other.

14.8 **Assignment:** This Agreement is non-assignable by the Artist. However, the Producer and any subsequent assignee may freely assign this Agreement and grant its rights and/or obligations hereunder, in whole or in part to any third partyprovided such third party subsumes all of the Producer's payment obligation herein.

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14.9 **No Guild or Association:** The Artist hereby acknowledges and agrees that neither this Agreement nor Services in connection with the Works/Film shall be subject to the jurisdiction of any collective bargaining agreement or union or guild in any territory throughout the world, and the Artist hereby expressly waives any right the Artist would otherwise have, to raise any grievance, or otherwise invoke the jurisdiction of, any such union or guild. While the Works/Film is not contemplated to be subject to any collective bargaining agreement, Producer shall have the right to assign this Agreement to any company that is a signatory to a collective bargaining agreement.

14.10 **Survival:** The clauses which by their very nature should survive the termination or early expiry shall survive the termination/expiry of the Agreement.

14.11 **Stamp Duty:**Stamp Duty and /or registration charges in respect of this Agreement shall be borne and paid by the Producer.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

SIGNED AND DELIVERED by the withinnamed "**Producer**"

ABUNDANTIA ENTERTAINMENT PRIVATE LIMITED

Abundantia Entertainment Private Limited MUMBAI

Authorized Signatory

SIGNED AND DELIVERED by the withinnamed "**Artist**"

MS. SHEFALI SHAH

SIGNED AND DELIVERED by the withinnamed "**Confirming Party**"

SUNSHINE PICTURES PRIVATE LIMITED

Sunshine Pictures Private Limited Mumbai

Authorized Signatory

In the Presence of:

1)

2)

ANNEXURE –I
TENTATIVE PRODUCTION SCHEDULE

1. **Pre - Production Period:** Tentatively from 01st July,2021 to 10thAugust2021;
2. **Shooting Period for the Artist:** Tentativelyfrom 3rdSeptember, 2021 to 26th September,2021;
3. **Post - Production Period:** Tentatively from 1stOctober, 2021.

ANNEXURE-II
MODES, MEDIA AND FORMATS

"**Modes, Media and Formats**" of exploitation of the Works shall include but shall not be limited to the following and for the territory of the Universe and in perpetuity, viz.:

(i) in 35 mm and all other sizes/ formats of cinematograph exhibition in theatres, all television, video, satellite, internet, digital and cable rights and all other rights (including re-issue rights), for the purpose of exhibiting, broadcasting or exploiting in any manner whatsoever, by the use of any method and/or technology, in whatsoever manner;

(ii) the right to incorporate result of the Services in the prequels, sequels, remake, etc. of the Film;

(iii) non-theatrical, commercial, television including terrestrial television rights, Pay TV rights, Free TV rights, satellite television rights (including MMDS, SMATV, DTH, SSL, XDSL, DBS) cable television rights, pay per view rights (residential and non-residential), video on demand (NVOD, SVOD, NMOD) and other streaming through internet/broadband/IPTV/Mobile, digital TV, interactive multimedia, clip rights, anywhere in the world, and rights in respect of Home video rental & sell through rights (including DVD, Compact Disc, Laser Disc, Video Compact Disc, Video Cassette, Videogram Rights, Embodying Rights, VHS and such other rights), commercial video rights, Computer games rights, Internet multimedia rights, Airborne, Railways, ship, surface transport rights 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 said Film containing all songs, to be produced or reproduced in the format of music cassettes, CDs, Blue rays, VCDs and DVDs and/or any similar devices;

(iv) exploitation of the result of the Services, in any and all languages and versions of the world (including dubbed, subtitled and narrated) on Cable, LAN, Broadband, Personal Video Players (PVPs), Personal Video Recorder, Digital Video Recorder, 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 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), Personal digital assistants ("PDAs"), Personal entertainment devices ("PEDs"), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, 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;

(v) creative rights, personality rights, performance rights, character rights;

(vi) exploitation of the result of Services through the following modes and mediums : Physical; mechanical; magnetic; analog; optical; electric; electronic; wireless; intranet or local wireless; wireless telephony within the meaning of the Indian Telegraph Act; wireless broadcasting; terrestrial; satellite; cable; wired broadcast; landline telephony; mobile telephony and data services of any kind not limited to 2G, 3G, 4G, BWA, LTE; internet telephony; cyber; internet; streaming; webcasting; simulcasting; downloading; uploading; P to P; internet telephony; radio; television; biotechnological; nano-technological; nuclear; molecular. The parties acknowledge that the terms "mode" and "medium" are not limited to any particular format or device, and that this assignment extends to and includes the right to exploit the works using all existing and future devices and formats employing the said modes and mediums and any other modes and mediums in use at the time of execution of this Agreement;

(vii) all modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.

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महाराष्ट्र शासन
GOVERNMENT OF MAHARASHTRA
ई-सुरक्षित बँक व कोषागार पावती
e-SECURED BANK & TREASURY RECEIPT (e-SBTR)

Bank/Branch: IBKL - 6910342/ANDHERI (WEST) 1947154477327 6
Pmt Txn id : 711611801 Stationery No: 1947154477327 6
Pmt DtTime : 23-MAY-2022 13:50:14 Print DtTime : 24-MAY-2022 10:53:22
ChallanIdNo: 69103332022052350705 GRAS GRN : MH002215770202223S
District : 7101-MUMBAI Office Name : IGR187-BDR4__JT SUB REG
GRN Date : 23-May-2022 13:52:10

StDuty Schm: 0030045501-75/STAMP DUTY
StDuty Amt : R 38,100/- (Rs Three Eight, One Zero Zero only)

RgnFee Schm: 0030063301-70/Registration Fees
RgnFee Amt : R 0/- (Rs Zero only)

Article : 5(h)(A)(iii)--Agreement relating to specific performance
Prop Mvblty: N.A. Consideration: R 75,00,000/-
Prop Descr : CTS BTS NO 833 141A 301 BHARTIYA RAKSHAK ADHIKARI CHS ANDHERI W

Duty Payer: PAN-ABKFM6999H,MATCHBOX SHOTS LLP

Other Party: PAN-AAPPC4419A,SHEFALI SHAH

Bank official1 Name & Signature

Bank official2 Name & Signature

--- --- Space for customer/office use - - - Please write below this line --- ---

e-SBTR IS VALID UPTO SIX MONTHS FROM THE DATE OF PAYMENT.

ARTIST AGREEMENT

THIS ARTIST AGREEMENT (hereinafter referred to as "**Agreement**") is made and entered into at Mumbai on this 23rd day of May, 2022 ("**Execution Date**") and shall be deemed to valid and retrospectively effective from 11th November, 2021 ("**Effective Date**")

BY AND BETWEEN

MATCHBOX SHOTS LLP, incorporated under the Limited Liability Partnership Act, 2008, having its registered office at, 301, 3rd Floor, Bhartiya Rakshak Adhikari CHS Ltd. Nr. Kokilaben Ambani Hospital, Four Bunglows Mumbai 400053 having its PAN: ABKFM6999H (hereinafter referred to as the "**Producer**", which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include its successors-in-interest and assigns) of the **ONE PART**;

AND

MS. SHEFALI SHAH, an adult Indian inhabitant residing at C- 3506, Oberoi Springs, New Link Road, Andheri (W), Mumbai – 400053 and having PAN: AAPPC4419A (hereinafter referred to as the "**Artist**", which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include her heirs, executors and administrators, save and except with respect to the personal obligations of Artist) of the **OTHER PART**.

The Producer and the Artist shall be hereinafter referred to individually as "**Party**" and collectively as the "**Parties**".

WHEREAS

A. The Producer is engaged, *inter alia,* in the business of developing, producing and distributing audio and video entertainment content and other related activities.
B. The Artist is a renowned actor in the Indian film industry and possesses the requisite skills and expertise to render Services (*defined later*) towards the Film (*defined later*).
C. The Artist has agreed to render her services, on a "Work for Hire" basis, for the Producer for the said Film.

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. STANDARD TERMS

A. DEFINITIONS

In this Agreement (including the recitals above, Schedules and Annexures hereto), except where the context otherwise requires, the following words and expressions shall have the following meanings:

1.1 "**Agreement**" shall mean and include this artist agreement and any and all schedules and annexures attached to it and shall include any modifications of this Agreement as may be mutually agreed in writing by the Parties hereto.

1.2 "**Applicable Laws**" shall mean acts, statutes, rules, regulations, ordinances, or decisions of any executive, judicial, administrative or quasi-judicial authority, having the force or effect of law in India and shall also include the Anti-Bribery Laws (*defined later*).

1.3 "**Artist's Incapacity**" shall mean any incapacity of the Artist including her suffering from any facial or physical impairment disability or disfigurement, serious illness or mental disability materially detracting from her appearance or ability to perform the Services.

1.4 "**Creative Decision Rights**" shall mean the right to decide on all aspects including all aspects relating to the Film including stage design, lighting, sound, style of advertising and programs, all decisions relating to, including but not limited to the artists, technicians etc. including the portrayal of the character / role of the Artist in the said Film, costume, make-up, hairstyle and overall appearance of the Artist and nature of her performance in the Film, concept, story, script, screenplay, dialogues, sequence of events, venue for shooting, score, music, lay-out, etc.

1.5 **"Derivative Rights"** shall mean and include all adaptation rights within the meaning of Section 2(a) of the Copyright Act, 1957 (as amended from time to time) and all rights to create, produce, exploit, sell, syndicate, monetize and own all the subsequent works and underlying works in the Film in any language across the world, characters created and performed in the Film (if any), remakes, prequels, sequels, dubbed versions, comic books, animated version or such other versions not specifically defined herein, commercial works, cinematographic films, stage plays, action figurines, novels, internet websites, games etc. on all forms of Modes, Media and Formats as detailed in **Annexure I** below.

1.6 "**Intellectual Property**" shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes all Derivative Rights, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets and any licenses and permissions 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.

1.7 "**Intellectual Property Rights**" shall mean all rights arising out of and in relation to Intellectual Property.

1.8 "**Modes, Media and Formats**" shall mean and include but not be limited to all the modes, media and formats as mentioned under **Annexure I** below.

1.9 "**Post-Production Schedule**" shall mean such period following the expiry of the Shooting Schedule until the delivery of the first censored copy, as may be required by the Producer to complete the Film. This includes but is not limited to dubbing, re-takes for the betterment of the Film, etc.

1.10 "**Pre-Production Schedule**" shall mean such period prior to the commencement of the Shooting Schedule as Producer may allocate in the Production Schedule for the purposes of pre-production for the Film. This includes but is not limited to preliminary discussions, script readings, sittings and conferences, rehearsals, publicity photographs, stills and wardrobe tests, training or fitness programs, etc., at no additional cost.

1.11 "**Production Schedule**" shall mean a schedule containing the dates, times and locations for the Pre-Production Schedule, the Shooting Schedule and the Post-Production Schedule of the Film, as contained under **Annexure II** attached to this Agreement. The Artist agrees and acknowledges that the Producer may revise the Production Schedule from time to time. It is clarified that in the event that any revision

of the Production Schedule, then the Artist shall continue to make herself available and render Services in accordance with this Agreement on dates mutually agreed between the Parties.

1.12 "**Recording(s)**" shall mean any and all visual and voice recordings, as required by Producer, including any variations thereof, relating to the Services provided by the Artist and may also include the Sound Recording in respect of the said Film.

1.13 "**Revised Schedule(s)**" shall mean the revised Production Schedule as per the changes made by the Producer from time to time and the Artist agrees to make herself in accordance with clause 1.11 above.

1.14 "**Script**" shall mean the final draft of the script including the screenplay as provided by Producer to the Artist, prior to the execution of this Agreement, pursuant to which the Artist has agreed to perform the Role.

1.15 "**Publicity Period**" shall mean such period during which the Artist shall be available for the promotion and publicity of the Film in India or outside India, as per the terms herein.

1.16 "**Services**" shall mean the services to be rendered by the Artist during the Pre-Production, Shooting Schedule, Post-Production, Publicity Period as contemplated in this Agreement, in respect of the Film as more particularly specified in **Schedule B** herein. It is hereby clarified that the Services captured in this Agreement are comprehensive and the Services shall also include all other services that are customary and prevalent in the film trade within the scope of this Agreement from time to time in relation to the Film.

1.17 "**Shooting Schedule**" shall mean the period during which the principal photography of the Film shall take place at such dates, times and locations as set forth in the Production Schedule. This includes but is not limited to acting, dancing, looping, wild lines and such other customary services as may be required by Producer within the scope herein. The Shooting Schedule shall be as more particularly described in Schedule-A of this Agreement, which may be revised and/or rescheduled by Producer and the Artist shall make herself in accordance with Clause 1.11 above.

1.18 "**Term**" shall have the meaning assigned to in Clause 9.1 below.

1.19 "**Territory**" shall mean the entire universe including the territory of India.

B. <u>INTERPRETATION</u>

a. Any reference in this Agreement to any statute or statutory provisions shall be construed as including the references to that statute or statutory provisions as may from time to time be amended, modified, extended or re-enacted whether before or after the date of execution of this Agreement and to all statutory instruments, orders, regulations for the time being made pursuant to it or deriving validity from it.

b. The headings are inserted for convenience only and shall not affect the construction of this Agreement.

c. Unless the context otherwise requires, words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.

d. All references to Recitals, Clauses, Annexures or Schedules, unless the context otherwise requires, shall mean references to recitals, clauses, annexures or schedules contained in this Agreement.

e. The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this

Agreement.

f. References in this Agreement to any document or agreement shall be deemed to include references to such document or agreement as amended, varied, restated, supplemented or replaced from time to time in accordance with the terms thereof and to include any side letters executed in connection therewith, except as otherwise provided in this Agreement.

g. Any deviation to these Standard Terms shall be specifically mentioned in the Remarks section of the **Schedule A** below.

2. ENGAGEMENT AND SCOPE OF SERVICES

2.1. Producer has agreed to engage the Artist for rendering her services for the Film in the capacity of an actor under a 'contract of service'/on a 'work-made-for-hire' basis, while performing the Role (*defined later*) as contemplated in this Agreement including to render the Services as defined in **Schedule B** and the Artist shall provide and render the Services and perform all obligations in her individual capacity in relation to the Film, on the terms and conditions contained in this Agreement. The Artist agrees that despite the understanding between the Parties captured under this Agreement, whereby the Artist shall make herself available on dates to be mutually agreed between the Parties, the Artist shall ensure that such dates (and where the number of days have been captured under this Agreement, then for such number of dates) are made available aligned to and during the Production Schedule. The Artist agrees that once the exact dates for the rendition of the Services have been mutually agreed between the Parties, then the Artist shall not change such date(s) unilaterally or refuse to make herself on such date(s). Due and timely performance by the Artist of her Services and due and timely payment of the Consideration as per the terms of this Agreement shall be the essence of this Agreement.

2.2. Producer hereby agrees that Producer shall at its sole cost, provide the Artist post release of the Film certain scenes from the Film as identified by the Artist, which she shall be entitled to utilize for the limited purpose of creative promotional show reel for the Artist in her capacity as an actor and which shall be less than 5 minutes, unless mutually agreed otherwise by the Parties in writing. Further, the Producer shall also upon the written request of the Artist provide the Artist with a private screener link for the Film once the Film has been completed, and the Artist shall take all necessary measures and precautions to ensure no piracy or leakage of the Film (or any part thereof). The Artist understands that all Intellectual Property Rights in and to the Film vest solely and exclusively with the Producer and that the aforesaid link to be shared by the Producer shall be utilized by the Artist for the limited/ restricted purpose of a one-time private screening (by invitation only i.e., with no admission fees) to be arranged by the Artist at her sole cost; and accordingly, no other usage/ exhibition shall be permitted.

2.3. Producer hereby engages the Artist to perform the role as mentioned in **Schedule A**.

2.3.1. **Pre-Production Schedule**: The Artist shall make herself available to Producer on a non-exclusive basis during the Pre-Production Schedule of the Film on such dates as shall be mutually agreed between the Parties for participating in training for the Role, workshops, rehearsals, preliminary discussions, sittings, conferences, rehearsals, Script readings, publicity photographs, stills and wardrobe tests, costume fittings etc.

2.3.2. **Shooting Schedule:** The Artist shall render her Services to Producer on an exclusive basis during the exact shooting days during the Shooting Schedule (i.e. the period which the principal photography of the Film shall take place) for the number of shoot days as mentioned in Schedule A ("**Shoot Days**"), at such and locations as determined by Producer and mentioned in Annexure II of this Agreement ("**Shooting Schedule**"). The Services during the Shooting Schedule shall include such customary services as may be required by Producer for the enactment of the Role in relation to the Film. It is hereby clarified that the Shoot Days would not include Free Days (*defined later*), travel days, off days

and any other services during the Pre-Production Schedule, Post-Production Schedule and Promotion/Publicity Period. The tentative Shooting Schedule of the Film has been scheduled as per Schedule A, subject to any revisions in accordance with the terms of this Agreement. In the event that the Artist takes up any other commitment during the Shooting Schedule on days other than the exact shooting days, then the Artist shall ensure that such other commitment shall not interfere with the availability of the Artist and the rendition of the Services as per the terms of this Agreement.

2.3.3. **Post-Production Schedule:** The Artist shall make herself available to Producer on a non-exclusive basis during the Post-Production Schedule of the Film for 3 (three) days on such dates as shall be mutually agreed between the Parties, provided that such 3 (three) days shall be provided by the Artist within a span of ten (10) days. The Artist's Services during the Post-Production Schedule i.e., period following the expiry of the Shooting Schedule shall include, but not be limited to dubbing, patchwork, looping, and such other customary services as may be required by Producer for the enactment of the Role in relation to the Film, on such mutually agreed dates.

2.3.4. **Promotion / Publicity Period:**
The Artist shall, make herself available for personal appearances including without limitation, at premieres, press junkets, interviews, reality shows, live gigs, etc. for promotional/publicity activities for the Film on such dates as shall be mutually agreed between the Parties. Additionally, the Artist shall, make herself available for personal appearances with respect to awards recognition for the Film. The Parties hereby agree that for film festivals where the Film is being showcased and where the Producer is attending such film festivals, the Producer shall ensure that the Artist shall also attend the same, provided the Artist makes herself available for such film festivals. In the event of there being any change in the promotion days from Producer's end, Producer shall intimate the same to the Artist in writing (emails allowed) and the Artist shall make herself available subject to her prior commitments on dates as mutually agreed between the Parties. The Artist shall render her Services as per the new promotional dates for the Film as per the terms of this Agreement.

2.3.5. **Free Days:** The Artist hereby agrees to render the Services in accordance with the requirements of the Producer, **including** Saturdays, and public or other holidays as set out in the Production Schedule, ***save and except*** on her Free Days *(as defined hereinafter)*. "**Free Days**" shall mean (i) the dates during the Shooting Schedule wherein the Actor shall receive 1 Free Day after 6 consecutive Shoot Days i.e. the 7th day after 6 consecutive Shoot Days shall be a Free day, unless mutually agreed otherwise between the Parties; and/ or (ii) the dates during the Production Schedule where Artist is not required to render her Services which shall be mutually agreed between the Producer and the Artist in advance in writing (emails permitted). To clarify, the Artist shall provide her Services for the number of Shoot Days as mentioned under the Agreement and any Free Days shall be over and above such Shoot Days/shall not form a part of such Shoot Days.

2.4. The Artist agrees and acknowledges that all rights and all Creative Decision Rights in the Film including but not limited to the exclusive right to decide on all aspects relating to the Role to be enacted by the Artist in relation to the Film subject to the terms set forth in this Agreement including, without limitation, the interplay between various artists, the right to determine how the Artist shall dress, emote, and wear her make-up and hair etc., shall vest exclusively and irrevocably with the Producer at all times and the Artist agrees not to raise any objections against the same. Producer shall have the right to use, alter, adapt, revise, delete from or add to and/or re-arrange the whole or any part of the performance, recording, photographs and other results and proceeds of the Services. It is expressly clarified that the manner in which the Role of the Artist is to be presented on screen shall be as per the supervision of Producer. Notwithstanding anything contained herein, the Producer agrees and acknowledges that any significantly change the Artist's Role in the Film as per the Script shall be made by the Producer only upon mutual agreement with the Artist in writing (e-mails included), and in no manner shall such change affect the Consideration as payable to the Artist under this Agreement.

2.5. Producer shall be entitled to exploit the Film, in whole or in part, commercially or otherwise, in any manner it deems fit. In connection with the exploitation of the Film, Producer shall also have the right to record, produce, reproduce, amplify, enlarge, broadcast, use, perform, and distribute reproductions of the Artist's voice and all other sound of any kind or nature, whether such sounds shall have been created by the Artist or by others.

2.6. **Right to use double**: Producer shall have the right to (with prior intimation of the Artist) use a '**double**' in place of the Artist in connection with any of the Services and shall have the right to represent the double as the Artist in such situations of the filming, recording and/or photography of the Role where (i) any abnormal, hazardous or dangerous sequences are required or (ii) upon the non-availability of the Artist attributable to the Artist and/or (iii)when Parties mutually believes that the Artist is unable to meet the requirements of the Role and/or where the Artist is not likely to be recognized and (iv) where the Services of the Artist have been terminated provided all consequences of termination detailed under Clause 10.2 below and applicable to the Producer have been adhered to by the Producer as per the terms mentioned therein. Further, the Parties agree and confirm that if any intimate love making scenes and/or scenes involving physical exposure are required by the Producer in relation to the Services to be rendered by the Artist in relation to the Role then the manner in which such scenes will be shot shall be mutually agreed between the Parties and Producer shall not be entitled to utilize a double in place of the Artist for any such scene which the Artist is not comfortable doing/ enacting herself, unless otherwise mutually agreed between the Parties.

2.7. **Right to dub**: It is clarified that Producer is entitled to dub the performance of the Artist in different languages and/or have the dialogues delivered by the Artist dubbed by another dubbing artist for any purpose including the distribution of the Film in other countries, without any consent/approval of the Artist and with no additional remuneration in respect of such dubbing. Not limiting the foregoing, the Artist will dub in her own voice in Hindi language on mutually agreed dates within the Production Schedule. The consideration payable to the Artist includes the remuneration to the Artist for all dubbing services to be rendered by the Artist in the original language of the Film.

2.8. In the event, any particular third-party content, is required to be incorporated in the Works, then the Artist shall, procure the prior written approval of the Producer. The Producer, upon approval of the third-party content, shall obtain all required licenses and permissions for using such third-party content at the sole cost of the Producer. It is clarified that no third-party content shall be used by the Artist without the prior written approval of the Producer and the Producer shall not be responsible for any claims or liabilities arising from the use of any unapproved third-party content.

2.9. The Artist is aware that Producer will be taking reasonable and necessary steps to ensure safety of the Artist on shoot locations on the shooting dates of the Artist per the Shooting Schedule and/or Revised Schedule and shall be responsible for the safety of the Artist and her property while on set and engaged in activities specified by Producer for the Film. In the event of any injury or damage to the Artist or her property during the Shooting Schedule, Producer will provide the Artist with the proper medical treatment and facilities, if so required and to the extent covered in the production insurance and the Covid-19 related medi-claim policy, as applicable, procured by the Producer for the Film. In the event of the same, the Artist shall not have the recourse or right to hold Producer liable, except as covered above. Furthermore, the Artist shall ensure that she takes reasonable care of her safety off-shoot to ensure that there is no delay caused to Producer shoot schedule/activities.

3. CONSIDERATION

3.1 The Consideration payable to the Artist towards her engagement for the Film shall be as per **Schedule A** below.

3.2 The Consideration for the Film shall be exclusive of deduction of income tax at source, which shall be borne by the Producer. All payments shall be made 15 (fifteen) days after the receipt of an appropriate invoice from the Artist. The Parties shall be responsible for bearing income tax and other tax liability where applicable and ensuring compliance with all regulatory requirements arising from receipt of Consideration. The Artist agrees that if the Artist is covered under the category of specified persons as per section 206AB of the Income Tax Act, 1961, the rate of tax will be deducted at 5% or double the rates in force whichever is higher. The Producer shall furnish the Artist with a TDS certificate for each tax deducted at source within statutory timelines. In the event the credit of TDS is not granted or denied to the Artist as per applicable laws for non-payment/delayed payment of taxes charged or on account of any non-compliance by the Producer (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate TDS to appropriate government / incorrect submission of information), then the Producer shall rectify the said non-compliances / errors to ensure that the Artist gets the appropriate credit In the event, the non-compliance/ error is not rectified by the Produce as above, and the Artist is required to pay any penalty to any government authority, or suffers other damages/losses, the Producer shall indemnify the Artist for all such costs, penalties, losses, damages incurred by the Artist.

3.3 The Artist agrees and acknowledges that the Consideration is adequate for the performance of all Services and obligations and the assignment of all rights as mentioned in Clause 4 under this Agreement and represents and warrants that the Artist shall not raise any claims against the same. It is further agreed between the Parties that the Consideration shall be an all-inclusive fee i.e. no separate payment towards any applicable taxes (save and except applicable GST and tax deducted at source as stated herein) will be made to the Artist by Producer unless otherwise agreed herein.

3.4 The Artist represents that she has a valid GST registration and warrants that she shall pay the applicable GST amount to the appropriate government authority within the prescribed timelines and in compliance with any law for the time being in force with respect to the same, mentioning all appropriate and relevant information on the GSTN platform, which enables Producer to claim timely credit (i.e. in its GST return for the month in which the applicable invoice is raised on Producer, in the appropriate GST registration).

3.5 In the event the credit of GST is not granted or denied to Producer under its appropriate GST registration under applicable laws for non-payment/delayed payment of taxes charged or on account of any non-compliance by the Artist (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government / incorrect submission of information on the GSTN platform), then the Artist shall rectify the said non-compliances / errors to ensure that Producer gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Artist as above, and Producer is required to pay any interest/penalty to any government authority, or suffers other damages/losses, or is denied the credit, the Artist shall indemnify Producer for all such costs, penalties, losses, damages, or loss of credit incurred by Producer.

3.6 In the event of any act or omission of non-compliance by the Artist of the applicable GST laws, thereby resulting in an interest being levied on such payment amounts on which the Artist has failed to comply with and further resulting in Producer not receiving the GST credit, that if not for such non-compliance, would otherwise be receivable by Producer, the subsequent payment of the Consideration shall stand reduced by such receivable amount and such reduced amount shall be paid by Producer only upon the Artist curing such non-compliance. In the event the Artist fails to cure such non-compliance, the Artist hereby agrees that Producer shall, at its sole discretion, withhold all pending payments until the Artist is in compliance with all such applicable laws and further that such reduction / withholding of payments shall not amount to a breach of Producer's obligations under the Agreement.

3.7 The Artist agrees and acknowledges that she is not entitled to receive any additional payments or remuneration except the Consideration for the Film as set out in this Agreement and acknowledges that

the Consideration is inclusive of all use fees, residuals, repeat fees, reuse fees, and other payments which the Artist may be entitled to for the entire territory of the world in perpetuity.

3.8 The Artist understands and agrees that Producer shall be fully discharged of all its obligations under this Agreement including but not limited to the payment obligation as mentioned above upon payment of the requisite Consideration to the Artist subject to the terms of this agreement. It is further agreed that no additional amounts shall be payable by Producer to the Artist over and above the Consideration.

3.9 In the event there are any statutory royalties due and payable to the Artist the same shall be paid as per the Act (*defined later*) by the person/copyright society/any other statutory body liable to pay the same under the said Act and the Artist shall not be entitled to claim the same directly from the Producer and its assignees, provided however that non-payment of the same shall not entitle the Artist herein to in any manner create any fetter/hindrance on the right of the Producer to exploit the Film and/or the Works in such manner as it deems fit.

4. OWNERSHIP OF RIGHTS

4.1 The Services rendered by the Artist under this Agreement (**"Works"**) shall at all times constitute and shall be deemed to constitute "*works-made-for-hire*"/ "*commissioned works*" developed at the instance of Producer in accordance with the Copyright Act, 1957 as amended from time to time (**"Act"**) and Producer shall be the first and exclusive owner of all rights including but not limited to Intellectual Property Rights and copyright in the Services for all purposes, for the entire Territory and in perpetuity. Producer, as first and exclusive owner, shall have the sole and exclusive right to exercise all rights comprised in copyright in the Film in accordance with Section 14 (1)(d) of the Act or any other equivalent provision thereof. The Artist further acknowledges that Producer shall be the sole and exclusive owner of Intellectual Property Rights and Derivative Rights in and to the Film in an unfettered manner.

4.2 Without prejudice to aforesaid, the Artist hereby unconditionally and irrevocably assigns all rights including but not limited to Intellectual Property Rights and copyrights resulting from the Services that will be rendered by the Artist under this Agreement, in favor of Producer for the entire Territory and in perpetuity and further agrees, acknowledges and makes all necessary declarations confirming the aforesaid. Such assignment shall operate for all the Modes, Media and Formats and the Artist hereby expressly acknowledges the sufficiency of the Consideration towards the assignment of the rights for exploitation of the Services on all the Modes, Media and Formats of exploitation. It is agreed by the Parties that provisions of Section 19(4) and 19A and 30A of the Act shall have no application or effect on the terms of this Agreement. The Artist acknowledges and undertakes that the assignment of copyright in the Services as granted herein is not and will not be contrary to the terms and conditions of the rights already assigned to a copyright society in which the Artist is a member.

4.3 Without limitation to the foregoing, the Artist is aware and hereby acknowledges that new rights in addition to the rights assigned to the Producer herein may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "New Exploitation Rights"), and Artist is also aware and does hereby acknowledge that new (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "New Exploitation Methods") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the Work. In the event the Artist has any rights in and to the Work including New Exploitation Rights and New Exploitation Methods that cannot be assigned to Producer by operation of law as provided above and cannot be so waived, the Artist, in lieu of the Consideration, the sufficiency of which is hereby acknowledged by her, hereby grants to the Producer an exclusive, irrevocable, worldwide, license in perpetuity to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense and assign such rights in and to the Producer, including without limitation, the New Exploitation Rights and New Exploitation Methods in

relation to the Works. The Artist hereby agrees that she shall not assign or in any other manner transfer any rights in such New Exploitation Rights and New Exploitation Methods in the Works without offering for assignment of New Exploitation Rights and New Exploitation Methods for the Territory and in perpetuity to the Producer, failing which any other payments payable under the present Agreement or payable under any applicable law shall not be payable and if already paid to the Artist by the Producer the same shall be paid back by the Artist to the Producer. The Artist agrees that the consideration payable for such assignment shall not exceed the rates payable as per established Industry practices and norms for similar arrangements. The Artist hereby agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any New Exploitation Rights and New Exploitation Methods in the Works to any third party in breach of the Artist' s obligations contemplated herein, shall be null and void *ab initio* and shall constitute a material breach of this Agreement. To the extent any of the foregoing provisions is ineffective under applicable laws, Artist hereby provides and shall provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing. The Artist shall confirm any such ratifications and consents from time to time as requested by the Producer. For the purpose of this Clause 4, the terms 'Broadcast', 'Communication to the Public', 'Performance', 'Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as is defined in the Copyright Act, 1957 (as amended from time to time) and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

4.4 Without prejudice to the generality of the foregoing, Producer 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 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 Producer may desire in its sole discretion.

4.5 The Artist hereby agrees that the rights of Producer shall also include the right to exclusively and perpetyally use and exploit throughout the Territory in relation to the Film, the (i) sobriquet,, (ii) likeness, (iii) photograph, (iv) portrait, (v) caricature, (vi) voice, (vi) silhouette (both real life and as in the Film), (ix) biography of the Artist, (x) any other attributes of the Artist for the purpose of commercial exploitation and/or in connection with 'behind the scenes' and such other additional audio-visual content in connection with the Film and free and clear of any and all claims for royalties, residuals or other compensation whatsoever and/or advertising, merchandising and publicity matters pertaining to the said Film, for any purpose, commercial and/or non-commercial on any Modes, Media and Formats as detailed in **Annexure I** including the purposes of commercial exploitation including but not limited to television /radio shows, souvenir programs, commercial tie ups, paperback editions of the literary property directly relating to and on which the Film is based, or any sound recording or any other emerging forms and formats. In the event that the Producer intends on using any existing photograph of the Artist from the public doamin for the aforestated purpose, then such photograph shall be approved by the Artist prior to its utilisation by the Producer. Moreover, the Producer shall ensure that the usage of the Artist's attributes in the 'behind the scene' footage of the Film is not defamtory to the Artist's reputation. It is also expressly clarified that Producer can merchandise the character of the Artist in the Film for commercial gain at its sole discretion.

4.6 The Artist hereby unilaterally, irrevocably and unconditionally waives the benefit of any moral and/or special rights, if any, of any provision of law known as "droit moral," "droit d'auteur" and "droit de suite" or any similar law in any country of the world in respect of the exercise of Producer's rights hereunder to the extent permissible under law, and the Artist hereby irrevocably and unconditionally grants all necessary consents under any applicable laws.

4.7 The Artist hereby irrevocably and unconditionally waives all rights in respect of the Film and the Works including the following rights or any other similar benefits to which the Artist is presently entitled to pursuant to any law in force or which may accrue to the Artist under a similar doctrine, principle or law, to the extent permitted by such doctrine, principle or law

(a) performer's rights under Section 38, 38 (A) (1) of the Act and Rule 68 of the Copyright Rules, 2013 or any amendment thereto including but not limited to the right to reproduce the performance in any material form including the storing of it in any medium by electronic or other means; issue copies of the performance to the public including copies of records (both audio and audio-visual) of such performances in any format and parts; communicate the performance to the public in any format; sell or give on commercial rental or offer for sale or for commercial rental any copy of a recording of the performances in any format; broadcast or communicate the performance to the public by any Modes, Media and Formats; right to use and permit others to use the Artist's name, photographs and other likenesses of Artist, and biographical material concerning the Artist in connection with the exploitation of any or all of the masters and recordings made under this Agreement;

(b) any and all moral rights (including, but not limited to, the "droit moral" or "moral rights of authors" or "artist's rights" , "droit d'auteur" and "droit de suite" or any similar law in any country of the world or author's special rights or any similar rights in and/or to the Services or the product of Services) that maybe available to the Artist under Sections 57 and 38B the Act or any amendment thereto or any other applicable law, with the understanding that the Artist shall receive credit for her Services as per the terms of this Agreement.

4.8 Producer shall have the sole right to exercise such editorial rights in relation to the Work as shall be necessary and deemed fit by Producer which shall include but not limited to increasing / shortening the length of the Film and/or to re-write / modify the same, including the Artist's parts in the said Film as per the terms of this Agreement.

4.9 The Artist hereby undertakes to do any and all acts and execute any and all documents at the Producers costs and efforts in such manner and at such locations as may be required by Producer in its sole discretion in order to secure, protect, perfect or enforce any of the rights of Producer pursuant to this Agreement. In the event the Artist (as the case may be) fails to do so within 10 (ten) days of receipt of a request from Producer to do or perform an act or execute a document, Producer shall be entitled to exercise the same in place of the Artist as the lawful appointed attorney-in-fact for such purposes (it being acknowledged that such appointment is irrevocable and coupled with an interest) with full power of substitution and delegation and the Artist undertakes to affirm, ratify and be bound by such exercise of the right by Producer under the provisions of this clause.

4.10 The Artist hereby grants to Producer the right to use the name of the Artist in credits, advertising, publicity and any other exploitational or promotional material in respect of the said Film as per the terms herein and shall ensure that the Artist does not raise any objections and/or claims in relation to the same.

4.11 The Clause shall survive the expiry / termination of this Agreement in perpetuity.

5. REPRESENTATIONS AND WARRANTIES

5.1 **Specific Representations and Warranties of the Artist**:

The Artist hereby specifically represents and warrants that:

5.1.1 The Artist is fully competent and has the capacity and authority to execute and perform the terms and obligations of this Agreement.

5.1.2 As on Execution Date, there are no pending disputes and/or litigations before any guild, association, court, tribunal or any other forum including but not limited to any film trade association, film distributors association or any other authority, against the Artist that may in any manner restrict or impair or create any impediments in respect of rendering Services for the said Film.

5.1.3 The Artist shall be personally liable for the performance of the obligations stated in this Agreement and the Artist is not and shall not be subject to any conflicting obligation or disability under any other Agreement which will prevent or interfere with the due execution and performance of the Artist's Services and obligations under this Agreement.

5.1.4 The Artist shall render the Services and perform her obligations under this Agreement, to the best of her skill and ability. In the event of the Artist in person is being the recipient of any recognition or award as "Artist" of the Film, the Artist shall acknowledge that the said Film is produced by Producer and directed by the Director.

5.1.5 As on Execution Date the Artist is in a state of good health and shall take all reasonable practical steps necessary in order to maintain such state and ensure the full and proper performance of the Services and the obligations of the Artist as per the terms of this Agreement.

5.1.6 The Artist shall co-operate with Producer, its employees, representatives and/or associates to ensure the timely and satisfactory rendering of her Services for the Film as per the terms herein.

5.1.7 The Artist shall not use defamatory remarks for Producer, Director and, on screen artists connected with the Film.

5.1.8 The Artist shall not behave in such a manner as to offend the community or public morals or restrict/prevent/prejudice the successful completion and exploitation of the Film or bring Producer, or the said Film into public disrepute, and the Artist shall at all times throughout the engagement respect public conventions and morals.

5.1.9 That all material created, added, interpolated and/or submitted by the Artist for or to Producer shall be as per the terms of this Agreement and wholly original with and shall not infringe upon or violate any copyright and / or Applicable Laws.

5.1.10 The Artist shall be in compliance with all Applicable Laws and shall not indulge in any act(s), which are outside the parameters of any laws which may be in force in India.

5.1.11 The Artist shall not in any manner whatsoever circumvent or otherwise frustrate the intent of this Agreement.

5.1.12 The Artist shall not exploit for her commercial gains, any of the characters, story, script, screenplay, musical score, lyrics, dialogues, footage or special effects (and/or any adaptations thereof) that are created for the Film irrespective of the fact that such character was portrayed by the Artist in the Film, or the Artist had rendered creative services in respect of the story, script, screenplay, musical score, lyrics, dialogues, footage, special effects or adaptations;

5.1.13 The Artist has not and shall not, in any event whatsoever, raise or incur any debt of any nature whatsoever, or create any lien, charge or mortgage on any part or whole of the Film (including any materials thereof). or Services to be rendered by the Artist or the Consideration agreed under this Agreement.

5.1.14 The Artist is not now, and will not become, during the course of her engagement hereunder, a member of any collective bargaining organization which would restrict or limit the Artist's right to enter and fully perform this Agreement in accordance with the terms hereof. Artist hereby expressly waives any right she would otherwise have to raise any grievance, or otherwise invoke the jurisdiction of any collective bargaining agreement or union or guild in any territory throughout the world.

5.1.15 The Artist shall not perform an identical/ substantially similar character to the Role portrayed by the Artist in the Film, in any other cinematograph film with an identical storyline on and from the Effective Date until the expiry of eighteen (18) months from the first commercial release of the Film .The restriction as set out above, shall survive the termination of this Agreement in the event the performance is incorporated into the Film in spite of the earlier termination of this Agreement

5.1.16 The Artist understands that Producer is in full compliance with the Prevention of Sexual Harassment Act, 2013 and has zero tolerance towards any form of sexual harassment as defined under the aforementioned act. Further, Producer has an internal committee set up to address any complaints brought to it by any persons either working for Producer and/or at Producer's office and/or such persons who shall visit Producer's office. Pursuant to the Artist's engagement with Producer, the Artist shall fully and strictly comply with the policies of Producer with respect and

the terms of the Prevention of Sexual Harassment Act, 2013, by viewing the details of this act on http://wcd.nic.in/act/handbook-sexual-harassment-women-workplace.

5.1.17 The Artist shall follow all safety measures in relation to the novel coronavirus disease ("**COVID 19**") including but not limited to all directions, rules, regulations, guidelines or circulars issued by the Central or State Government and/or any of its authorized bodies, departments, organizations, etc. (collectively "**Government Guidelines**") and/or mandated by Producer and as attached to this Agreement as Annexure IV, and shall promptly notify Producer in case she shows any symptoms of COVID 19. The Artist confirms that she understands that despite Producer putting in place measures to prevent the spread of COVID 19, Producer cannot absolutely guarantee that the Artist will not become exposed and/or infected with COVID 19, and in this regard, the Artist agrees, undertakes and confirms not to hold Producer and/or its subsequent assignees responsible in any manner whatsoever in relation to any bodily harm, liabilities, loss, costs, expenses, claims, demands. etc. that may be incurred by the Artist due to any reason attributable to COVID 19 during the Term of this Agreement. The Artist further confirms that she understands the risk of becoming exposed to and/or infected by COVID 19 may result from the actions, omissions, or negligence of surrounding personnel who have no connection whatsoever with Producer and that are outside the reasonable control of Producer, and that Producer may not be able to trace the origin of the exposure and/or infection.

5.1.18 The Artist agrees and acknowledges that the Producer shall not be liable to the Artist under any circumstances in respect of any claim for loss of opportunity, if any, on account of the restrictions contained herein.

5.2. The Producer hereby represents and warrants that:

5.2.1. The Producer is a company duly organized, validly existing and in good standing under the Applicable Laws.

5.2.2. The execution and performance of this Agreement is within the power of the Producer and has been duly authorized by the Producer.

5.2.3. In deference to the Artist' recognition as a well-known actor and eminent public personality, the Producer shall not make any defamatory remarks the Artist in a manner that is defamatory against the Artist during the term of this Agreement and at any time thereafter.

6. BRAND ENDORSEMENT

6.1 It is agreed by the Parties that Producer shall be entitled to, without the prior approval of the Artist, tie-up and provide for in-film endorsements and sponsorships in the Film and for the commercial exploitation, marketing and promotion thereof, where there is no interaction/ association or otherwise between the brands and the Artist in the Film in any manner whatsoever. Producer is informed by the Artist that the Artist is endorsing certain brands, products, services and trademarks ("**Artist Brands**"), the current list of which is attached hereto as **Annexure III**. The Artist shall keep informed Producer of all the brand endorsements contracted by her from time to time during the Term hereof no later than within 3 (three) days of entering into the brand endorsement agreements with such Artist Brand. The Parties agree that whenever the Artist is requested by Producer to interact with a brand not competing with the Artist Brands ("**Non-Competing Brands**") for the Film, then, subject to mutual agreement between the Parties, the Artist may agree to promote such Non-Competing Brands. Producer agrees that in the event it ties up with a brand that competes with the Artist Brands ("**Artist Competing Brands**") in the Film, it shall inform the Artist of the same and Producer agrees and undertakes that it shall, not use, portray or show the Artist in the same frame as the Artist Competing Brand and/or portray any kind of direct endorsement/ association/ interaction between the Artist and such Artist Competing Brand(s).

6.2 Producer agrees to keep the Artist informed and updated of the associations/tie ups with brands made by Producer for endorsements, in-film placements in relation to the Film within 15 (fifteen) working days of execution of agreement(s) for such association/tie up. The Artist agrees that unless the Artist informs

Producer of any new endorsements/associations entered into by the Artist as per the terms herein, any brands not informed by the Artist shall be considered Non-Competitive Brands and Producer shall be free to associate with such brands in relation the Film.

6.3 However, in the event the production of a Film has commenced and thereafter the Artist ties-up with a competing brand, (i.e. competing *vis a vis* the brands that have been tied-up by Producer for such Film), then Producer shall not be required to make any changes in the in-film tie-ups for such Film and the Film shall be completed in the manner deemed fit and necessary by Producer save and except when the Producer has not informed the Artist about such tie-ups with the brands with whom Artist ties-up in the event production of the Film has commenced.

7. CREDITS

7.1 Subject to the performance of the Services and obligations by the Artist in accordance with the terms and conditions of this Agreement, Producer hereby agrees to accord single slate solo opening credit to the Artist in the Film on all positive prints of the Film across all modes, medium and format in perpetuity and on all trailers, teasers, posters, and publicity materials where the lead actors of the Film have been provided credit. Notwithstanding to the contrary, all matters with respect to the Artist's credit (form, font, size, etc.) shall be determined by Producer in its sole discretion with the understanding that the placement, size, format and font of the credit to be given to the Artist shall at all times be with equal prominence to the other lead star cast of the Film.

7.2. Further, it is agreed and confirmed that the Producer shall accord credits to Tulsea in the Film as the Artist's management company, however, all decisions with respect to such credit (form, placement, font, size, etc.) shall be decided by the Producer in its sole discretion.

7.3. Any casual or inadvertent failure of Producer by itself or by distributor/networks or their respective licensees or assigns to comply with the provisions of this clause shall not constitute a breach of this Agreement by Producer nor shall it entitle the Artist, to seek injunctive or equitable relief hereunder against the Film and/or Producer. The Producer will take all measures to remedy the credit failure within 72 (seventy-two) hours of such failure being brought to the notice of the Producer by the Artist, in writing (e-mails permitted), where the prints are directly in control of the Producer. For prints of the Film that are not directly within the Producer's control, the Producer will upon such failure being brought to the notice of the Producer by the Artist, in writing rectify the same on a prospective basis. Further, the Artist agrees to be bound by the OTT/ studio credit policy and accordingly, the provisions of this Clause 7 shall be subject to such credit policy.

7.4. It is clarified that in the event of termination of this Agreement, if the proceeds of the Services of the Artist are incorporated in the Film, the Producer shall accord due credits to the Artist as per the terms of this Agreement. However, in the event of termination of this Agreement by the Producer on account of breach by the Artist of Clause 5.1.8, 5.1.10 and/ or 5.1.16 above, then the Artist may be granted such credit as determined by the Producer at its sole discretion.

8. CONFIDENTIALITY

8.1 The Artist shall not disclose, reveal or make public except with the prior written consent of Producer, any Confidential Information including any information whatsoever concerning the production of the said Film and the Services to be rendered hereunder including any financial information relating to the said Film, the private screener link (vide Clause 2.2 above), the business of Producer and this Agreement including its contents and keep strictly secret and confidential the script, screenplay, storyline, engagement of key personnel, star cast, producer, budget, and other financial details, artistic content, characterization and treatment of the said Film. Further, the Artist shall not keep or take or publish any Confidential Information including any record written or otherwise relating to the said Film

or any photographs of persons working on the said Film or of any matter or thing connected with the production of the said Film. "**Confidential Information**" shall also mean and include without limitation, whether tangible or intangible, any and all information pertaining to Producer irrespective of the same being available in the public domain including but not limited to (i) all information relating to Intellectual Property; (ii) all concepts, ideas, creations, developments, designs, discoveries, processes, methods, formulae, techniques and work products (iv) all information embedded in the software filming content, (v) all information ascertainable and/or related to the development, research, inspection or analysis, testing, and marketing activities and techniques of Producer, (vi) all information relating to the persons and organizations with whom Producer has or has had business relationships, including without limitation, customer lists, prospective customer lists, vendor details, (vii) all financial information of Producer, (viii) all information relating to the its strategic plans, business plans, investments, trade practices and all other information which Producer deems proprietary in its sole discretion including all information as has been disclosed prior to the date hereof; (ix) all information regarding Producer and the Film that the Artist acquires or gains in the course of her performance of her Services or that has been provided to the Artist by Producer, or by any employee of Producer, or by any person engaged by Producer in connection with the production, exploitation, marketing and distribution of the Film. Unless required for the performance of this Agreement, the Artist shall not display any pictures of herself or any member of the cast and crew clicked at the shoot on any social media platform till the Film is on air, without the prior written approval of Producer.

8.2 It is expressly clarified that the Artist shall not make any public statement or press statement or provide any interviews in connection with the Confidential Information without the prior written approval of Producer. The Artist agrees and confirms that she shall at all times keep strictly confidential and not disclose or divulge any information including, in relation to her Services, this Agreement, and/or the Film, directly or indirectly to any third party in any manner whatsoever, without the prior written consent of Producer. However, the Artist shall be entitled to make incidental non-defamatory statements in relation to her involvement with the Film post the official announcement towards the Film and the Artist's involvement in the Film has been made by the Producer.

8.3 For abundant clarity, it is also stated that the Artist shall not be entitled to, during the Term of this Agreement click any photographs on the shooting sets of the Film or post the same on her social media platforms unless as agreed to by the Producer in writing (emails permitted).

8.4 Further, the Artist shall not keep or take or publish any record written or otherwise relating to the Film or of any matter or thing connected with the production of the Film.

8.5 The Producer shall not disclose, reveal or make public except to its employees or its financial and legal consultants and/or its assigns or in furtherance to this Agreement on a confidential basis the commercial terms including Consideration with respect to this Agreement

9. TERMINATION

9.1 **Term**: Notwithstanding the Execution Date, this Agreement shall come into force on and from the Effective Date and shall continue in full force and effect till the complete performance of each Party's obligations, undertakings and warranties under this Agreement, unless earlier terminated as per the terms herein (the "**Term**"). However, the assignment of rights in the Works and the result of the Services as granted herein shall be valid and subsisting in perpetuity.

9.2 Producer shall have the right to terminate this Agreement in the following circumstances:

9.2.1 the non-performance and/or breach by the Artist of any of her obligations, representations, warranties and undertakings under this Agreement and fails to remedy the same within seven (7) days' (reducible to three (3) days during the Shooting Schedule) of receipt of a written notice from Producer.

9.2.2 In the event of continuation of an event or a combination of events of Force Majeure Events for more than 30 (thirty) days.

9.2.3 In the event the Artist is incapacitated from performing the Services due to Artist's Incapacity for a total aggregate period of 7 (seven) days (extendable to 15 days in the event the Artist contracts Covid-19).

9.2.4 The production of the Film being cancelled, abandoned or indefinitely postponed for any reason whatsoever.

However, the termination in Clause 9 shall be without prejudice to the other remedies available to Producer in law and equity.

9.3 The Artist shall be entitled to terminate this Agreement with prior written notice to the Producer solely in the following circumstance:

9.3.1. In the event Producer fails to make payment of the Consideration as per the agreed payment terms detailed under this Agreement, then provided that the Artist is not in breach hereof and such non-payment is not due to the occurrence of a Force Majeure Event, and further also fails to rectify the same within 7 (seven) working days from receiving a written notice from the Artist intimating the non-payment.

10. CONSEQUENCES OF TERMINATION

10.1 Save and except otherwise agreed the Parties shall be released from all further obligations under this Agreement.

10.2 Upon termination of the Agreement, the following consequences shall be adhered to:

10.2.1 If the Agreement is terminated post to the completion of the Artist's services towards the shooting of the Film, then the Artist shall be entitled to the entire Consideration, which shall be paid as per the payment terms/ tranches mentioned under this Agreement.

10.2.2 However, if the Film is cancelled, abandoned or indefinitely postponed by the Producer due to the occurrence of one or more Force Majeure Events, then that the Artist shall not be entitled to receive any further monies and all amounts received till date shall be deemed as a full and final payment to the Artist under this Agreement.

10.2.3 In every other instance of termination, the Artist shall be paid on a pro rata basis, based on the number of Shoot Days she has provided acting services as per the terms of this Agreement.

10.3 The termination of this Agreement shall not affect Producer's ownership or enjoyment of the Intellectual Property Rights in and to the Film, and all or any other rights granted to Producer under this Agreement including all rights relating to the Film and the proceeds of the Services provided by the Artist.

10.4 The Artist shall with immediate effect return any/all material, personal notes and any other material, scripts, story, screenplay, dialogue drafts, etc. as may be provided by Producer for the purpose of rendering her Services hereunder without any demur or protest.

10.5 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.

11. REMEDIES

11.1 The Artist hereby acknowledges and agrees that this Agreement is a contract for personal services and production of the Film is of a unique unusual and extraordinary character and any disruption in the performance of Services and obligations by the Artist shall cause loss to the production of the Film,

which loss cannot be adequately compensated through damages at law. However, since it is understood that the Artist's Services are special, unique, unusual, extraordinary and of an intellectual character, giving them a peculiar value, which cannot be compensated in monetary terms or damages, Producer shall be entitled to seek equitable relief against the Artist in respect of performance of the Artist's obligations hereunder.

11.2 Notwithstanding any other provision of this Agreement, the Artist's sole remedy for breach by Producer of any of its obligations under this Agreement shall be an action at law for damages and the Artist acknowledges that such damages are fully adequate to compensate her in the case of any breach by Producer hereunder. The Artist shall not seek or be entitled to rescission, injunctive or other equitable relief against the Film and/or Producer.

11.3 All remedies recorded herein or otherwise available to either Producer or the Artist shall be cumulative and no one such remedy shall be exclusive to any other. Without waiving any of Producer's rights or remedies under this Agreement or otherwise, Producer may from time-to-time record by action any damages arising out of any breach of this Agreement by the Artist and may institute and maintain subsequent actions for additional damages which may arise from the same or other breaches.

12. INDEMNITY

12.1 The Artist shall defend, indemnify and keep indemnified and hold Producer, its licensees, officers, employees and assigns, and agents of the foregoing, harmless from and against all claims, demands, causes of action, liabilities, losses, damages, costs and reasonable legal fees (including reasonable attorneys' fees) incurred or sustained by reason of or arising out of any breach of any of the warranties, representations, obligations or agreements herein made by the Artist, or from any reliance upon any such warranties, representations, obligations or agreements and/or from Artist's gross negligence or intentional misconduct; and/or any third-party claims that may arise due to the infringement, impairment or dilution of the rights of such party by Artist in the course of developing the Works.

12.2 To the fullest extent permitted by applicable law, each Party hereby waives all claims against Producer and its affiliates, distributors or financiers for any indirect, incidental, punitive, and consequential damages.

12.3 The Artist hereby grants to Producer, the free and unrestricted right at Producer's expense to institute and defend proceedings and do all acts as Producer may deem necessary to protect the rights granted and assigned to Producer under this Agreement and to recover damages for infringement of such rights. The Artist shall fully co-operate with Producer for or in connection with any of these purposes.

12.4 To the extent permissible by law, Producer shall not be responsible in any manner whatsoever to the Artist and/or to her heirs, legal representatives in case of death or injury of any kind caused to the Artist at the time of shooting, travelling, at the venue and/or participating of the Film and/or rendering the Services, save and except to the extent covered under the production insurance procured by the Producer in relation to the Film.

12.5 In the event the Artist receives any legal notice or faces any third - party claims or is made a party, defendant or co-defendant to any action/ claim arising in connection with the exploitation of the Film, save and except where the Artist is in breach of the terms of this Agreement and/or on grounds for which the Artist is indemnifying the Producer under this Agreement, Producer shall defend, pay and settle such claims and actions, provided: (i) the Artist immediately notifies the Producer about such claims/notices along with a copy of all the correspondence and other documents/information pertaining to the same, if any; and (ii) the Artist fully co-operates with the Producer with respect to the same and the Artist and/ or her representatives do not make any remarks, statements or submissions regarding or in relation to such claims/notices without the prior written approval of the Producer.

13. NO OBLIGATION

The Artist expressly acknowledges and agrees that the engagement of services under this Agreement shall not in any way constitute or be deemed to constitute an obligation or an undertaking by Producer to produce the Film or use the Services in the Film, or any other cinematographic film or use, adapt, change, revise, delete, exhibit, advertise or promote or in any way exploit the same. It is specifically agreed between the Parties that, nothing contained herein this Agreement, shall be deemed to be or construed as a 'pay-or-play' commitment to the Artist by Producer. Producer reserves the right to suspend, cancel or discontinue the Film, at any time during the Term, at the sole discretion of Producer.

14. FORCE MAJEURE EVENT

14.1 Neither Party shall be liable, with respect to any failure to perform or delay in performing any of their respective obligations hereunder or for the non-performance of any term or condition of this Agreement, directly or indirectly resulting from any cause beyond the reasonable control of the affected Party, including, without limitation, acts of God (including but not limited to fire, flood, earthquake, windstorm, pandemic, epidemic or other natural disaster), act of any government or sovereign powers (including but not limited to war, invasion, act of foreign enemies, hostilities - whether war be declared or not, civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalization, requisition, destruction or damage to property by or under the order of any government or public or local authority or imposition of government law, judgment, order or decree, sanction, embargo or similar action, blockade), or any other matter or cause beyond the control of Producer (each respectively a **"Force Majeure Event"**).

14.2 The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause, the expected delay and keep the other Party updated and notified from time to time of the status of the Force Majeure Event. Producer shall have the sole right to suspend this Agreement and all of its obligations, upon written notice to the Artist, during all periods that a Force Majeure Event is in effect. Such suspension shall continue for such period of time as is required to resume production of the Film. It is further agreed that upon cessation of such suspension as determined by the Producer, the Artist. shall render her Services on such revised dates for the same Consideration as mentioned in this Agreement, as per the terms of this Agreement.

15 GOVERNING LAW AND JURISDICTION

This Agreement is governed and construed in accordance with the laws of India and any and all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of Mumbai.

16 MISCELLANEOUS

16.1 **Reservation of Rights:** Any waiver or acquiescence by either Party of any breach of any kind of provisions of Agreement shall not be constructed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than expressly stipulated in this Agreement.

16.2 **Entire Agreement & Amendments**: This Agreement, together with all Agreements and documents executed contemporaneously with it or referred to in it, constitute the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understanding whether oral or written between the Parties with respect to such subject matter. No amendment, modification or change of this Agreement will be valid unless in writing and signed by an authorized representative of the Parties to be bound.

16.3 **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.

16.4 **Relationship of Parties**: The relationship between the Parties hereby created shall always be on a "principal to principal" basis and none of the provisions of this Agreement shall be deemed to constitute a partnership, joint venture, agency, employer-employee relationship between the Parties and no Party shall have the authority to bind or shall be deemed to be the agent of the other Party in any manner.

16.5 **Severability**: In the event of any term, condition, or provision of this Agreements being 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 been 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 to the terms of a mutually acceptable and satisfactory alternative provision in place of the provision so deleted.

16.6 **Partial Invalidity:** If any provision of this Agreement or of the Application thereof to any person circumstance is or becomes invalid or enforceable to any extent, the remainder of this Agreement and the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

16.7 **Notices**: All notices given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses, as stated hereinabove, in this Agreement. Any notice give, under this clause, shall be deemed received by the Party to whom it is addressed when (i) in case of notice delivered by hand: when so delivered; (ii) in case of pre-paid post, then on the third clear day after the date of posting; (iii) in case of email, then 2 (two) working days after the email is sent.

16.8 **Assignment:** The Artist, shall not be entitled to transfer nor assign this Agreement nor any of her rights or obligations hereunder, whether in whole or in part, by delegation, subcontracting, operation of law, or otherwise, in any manner whatsoever. However, Producer and any subsequent assignee may freely assign this Agreement and grant its rights and/or obligations hereunder, in whole or in part to any third party.

16.9 **Stamp Duty:** Stamp Duty and /or registration charges in respect of this Agreement shall be borne by the Producer.

16.10 The Artist hereby acknowledge that the terms of this Agreement have been agreed to by the Producer on a non-precedential basis and may not be applicable / replicated for any other agreements, if any, entered into between the Producer on the one hand and the Artist and/or any other talent represented by any third party managing the Artist on the other hand in any manner.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Signed on behalf of the within named
"Producer"/ Matchbox Shots LLP

Through its authorized signatory
Name: Sarita Patil
Designation: Partner

Signed on behalf of the within named
"Artist"

Shefali Shah

SCHEDULE A

Sr No.	COMMERCIAL TERMS OF ENGAGEMENT	
1.	**PROJECT & ROLE**	A cinematograph film, in Hindi language, tentatively titled "***3 of Us***" proposed to be produced by the Producer (hereinafter referred to as the "**Film**") to be presently directed by Mr. Avinash Arun ("**Director**"). Role of "Shailaja" ("**Role**") in the Film.
2.	**NUMBER OF SHOOTING DAYS COMMITTED BY THE ARTIST**	30 Shoot Days during the Shooting Schedule
3.	**PERSONAL DETAILS**	**Address:** C - 3506, Oberoi Springs, New Link Road, Andheri (West), Mumbai - 400053, PAN Card: AAPPC4419A **GST Registration No:** 27AAPPC4419A1Z3
4.	**CONSIDERATION**	1) Subject to performance of the Services and all the obligations by the Artist as per the terms herein, and in lieu of the grant of the rights as mentioned in Clause 4 of this Agreement by the Artist to Producer and all services to be performed by the Artist as per the terms herein, Producer shall pay to the Artist an all-inclusive amount equal to **INR 75,00,000/-** (*Indian Rupees Seventy Five Lakhs Only*) (hereinafter referred to as "**Consideration**") exclusive of applicable Goods and Services Tax (**GST**) and tax deducted at source as follows: **a)** INR 25,00,000 (Indian Rupees Twenty-Five Lakhs Only) shall be paid within 7 days from execution of this Agreement upon the receipt of a valid invoice by the Producer from the Artist ("Signing Amount"); **b)** Balance INR 50,00,000/- (Indian Rupees Fifty Lakhs Only) shall be paid on the first digital sale of the Film by the Producer or within one year from the application of the Film to any film festival by the Producer, whichever is earlier, upon the receipt of a valid invoice by the Producer from the Artist. It is clarified herein that the Artist shall be entitled for additional consideration of INR 3,50,000/- (Indian Rupees Three Lakhs and Fifty Thousand Only) plus applicable GST per additional Shoot Day for the Services to be provided by the Artist for any additional Shoot Day over and above the Shoot Days as contemplated herein i.e. 30 Shoot Days on which the Artist renders her acting Services as per the terms of this Agreement., save and except if such additional Shoot Days are required due to any Force

		Majeure Event and/or Artist's Incapacity and/or due to any breach/delay attributable to the Artist. For the purpose of calculation of additional Shoot Days required on account of Force Majeure Event, the Artist shall be entitled to additional payment only once the number of additional Shoot Days required by the Producer on account of Force Majeure Event exceeds three (3) Shoot Days over and above the number of Shoot Days committed under this Agreement i.e. 30 Shoot Days on which the Artist renders her acting Services as per the terms of this Agreement. 2) It is further clarified that any awards or payments received by the Artist directly on account of any "best actress" awards received from film festivals shall not form a part of the Consideration as mentioned under this Agreement and shall not be shared by the Artist.
5.	**ARTIST'S TRAVEL, BOARDING AND LODGING (IF ANY)**	It is agreed between the Parties that the costs towards the Artist's travel, lodging, boarding to and from Mumbai, in the event the Artist is required to travel outside Mumbai by the Producer for the rendition of her Services in relation to the Film and if required to travel to the location of the festival where the Film will be shown, shall be borne by the Producer as mutually agreed between the Parties.
6.	**SPECIAL TERMS**	A complete Shoot Day shall mean and constitute 12 (twelve) hours per day inclusive of the time spent with respect to hair and make-up of the Artist and excluding any travel time to and from shoot locations.

ANNEXURE I

"**Modes, Media and Formats**" of exploitation of the Works shall include but shall not be limited to the following and for the territory of the universe and in perpetuity, viz.:

a) All television, video, satellite, internet, digital and cable rights and all other rights (including re-issue rights), for the purpose of exhibiting, broadcasting or exploiting in any manner whatsoever, by the use of any method and/or technology, in any and all languages and versions of the world (including dubbed, subtitled and narrated), in whatsoever manner;

b) To use and incorporate the Works in all or any formats including but not limited to 35 mm and all other sizes/formats of cinematograph film formats or digital video equivalents, photographs or digital equivalents, audio in any formats;

c) non-theatrical, commercial, television including terrestrial television rights, public video, Pay TV rights, Free TV rights, satellite television rights (including MMDS, SMATV, DTH, SSL, XDSL, DBS, HITs, HDTV, FTA), cable television rights, Doordarshan, Prasad Bharti, linear/ non-linear DTH Rights, TV spin-off rights, linear transmission/ retransmission, pay per view rights (residential and non-residential), video on demand across all platforms (NVOD, SVOD, NMOD, FVOD, TVOD, AVOD, PPV) and downloads, streaming or other kind of data packet transfer technology through internet/broadband/IPTV/DTO (Download to Own), Download to Rent and Download to Hire platforms, EST (Electronic Sell Through), satellite, internet, digital, cable, wireless networks (Wireless LANs, WIFI, Broadband, WAN), WAP/iMode and any other modes of wired or wireless distribution or exploitation via radio frequencies etc. whether circuit switched or packet switched, mobile broadcast technology, mobile communications technology, digital TV (including DBV-H, DBV-T, etc.), radio rights anywhere in the world, commercial video rights, NSTV (non-standard television), website rights, new media rights, DDHE (digital delivery home entertainment), DTT (digital terrestrial television), Computer games rights, syndication rights, ancillary rights, festival rights, institutional rights, educational rights, AR (augmented reality) rights, and VR (virtual reality) rights;

d) All home entertainment devices including 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;

e) Television (including Smart TVs and other future variants), computing devices, handheld devices (mobile phones, tablets, notepads etc.), exploitation through Personal Video Players (PVPs), Personal Video Recorder, Digital Video Recorder, 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 Works (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), Personal digital assistants ("PDAs"), Personal entertainment devices ("PEDs"), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, 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;

f) 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 Works

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), 2Dimensional, 3Dimensional, 4Dimensional or any other multidimensional, holographic or other formats;

g) Exploitation of the Works through the following modes and mediums : Physical; mechanical; magnetic; analog; optical; electric; electronic; wireless; intranet or local wireless; wireless telephony within the meaning of the Indian Telegraph Act; wireless broadcasting; terrestrial; satellite; cable; wired broadcast; landline telephony; mobile telephony and data services of any kind not limited to 2G, 3G, 4G, BWA, LTE; internet telephony; cyber; internet; streaming; webcasting; simulcasting; downloading; uploading; P to P; radio; television; biotechnological; nano-technological; nuclear; molecular. The Parties acknowledge that the terms "mode" and "medium" are not limited to any particular format or device, and that this assignment extends to and includes the right to exploit the Works using all existing and future devices and formats employing the said modes and mediums and any other modes and mediums in use at the time of execution of this Agreement or that may be invented at any time in the future.

h) To produce, distribute and exploit prequels, sequels, remakes, games, adaptations, mobisodes, webisodes, audio summaries, dialogue bites, plays, dramatic works, novels, television series, spin off series, films etc.as per the terms of this Agreement;

i) All modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.

ANNEXURE II

TENTATIVE PRODUCTION SCHEDULE

Sr.No.	Tentative Schedule	Time Period
1.	**Pre - Production period**	October, 2021
2.	**Production/ Shooting Schedule**	10th November, 2021to 7th December, 2021 and 11th December, 2021 to 16th December, 2021.
3.	**Post - Production period**	1st February, 2022 to 30th April, 2022.

ANNEXURE III
Artist Brands

The Artist has informed the Producer that as on the date of execution of this Agreement she is not endorsing any brands, goods or services.

ANNEXURE IV
COVID-19 GUIDELINES

1. The Artist shall take utmost care of his health and hygiene during the pre-production, production and post-production of the Film including taking all necessary precautionary measures at the set and compliance with the guidelines/ restrictions/ regulations/ issues/ imposed by Government (Central and State) from time to time.

2. The Artist shall submit a self-declaration form before commencement of the shoot capturing details like name, age, contact details, blood group, a history of ailments like diabetes, hypertension, cardiac issues, any recent bouts of cough, sore throat, fever or any symptoms of Coronavirus, etc. The Artist shall declare that he has maintained proper respiratory and other hygiene and proper health precaution before commencement of the shoot. The Artist shall make a declaration of her travel history for a period of 2 (two) weeks prior to the commencement of the shoot.

3. The Artist shall submit a certificate issued by a registered medical practitioner before the commencement of the shoot certifying that the Artist does not have any symptoms of Covid-19.

4. In the event the Artist tests COVID-19 positive prior to the commencement of the shoot or during the shoot, the Artist shall immediately comply with the quarantine guidelines as issued by Maharashtra Government, ICMR, until fully recovered. The Artist, either herself or through her representative, shall further supply her health reports to the Producer on a weekly basis. Within 7 (seven) days of the Artist submitting her first health report, upon assessment, the Producer shall have the final call to decide whether to terminate the agreement or wait for the recovery of the Artist, depending upon the status of the health reports. Upon complete recovery, the Artist shall make herself available to the Producer. However, the Producer, shall have the right to terminate the Artist's Agreement and get the services completed by a third party.

5. In the event the Artist tests positive prior to the commencement of shoot, the Artist shall refund any and all amounts paid to the Artist until such date of termination. In the event the Artist tests positive during the shoot and the Producer terminates the Agreement, the Artist shall only be entitled to the Consideration received till such date of termination as the full and final settlement of Consideration hereunder. Further, upon such termination, the Services or any part thereof, any other materials forming a part of the Film in the Artist's possession shall be delivered by Artist to the Producer with immediate effect.

6. The Artist shall keep the Producer informed of any traveling, domestic as well as international, undertaken by the Artist, for any reasons whatsoever before and during the production of the Film. The Artist shall take all the necessary precautions including but not limited to maintaining social distancing, avoiding being a part of public and social gatherings, sanitization, etc., or any other precautionary measures as mentioned in the government guidelines along with the guidelines provided by the Producer. The Artist agrees and acknowledges that the Artist shall use the means of transportation provided by the Producer, at its sole discretion.

7. The Artist agrees and acknowledges that the Parties are negotiating the Agreement during the ongoing lockdown announced by the Government of India due to COVID-19 and the Producer shall have the right to modify the clauses of the Agreement to make the Agreement and the Services of the Artist in compliance with the terms of the Agreement or any guidelines/ restrictions/ regulations issued by the Government from time to time or the guidelines as provided by the Producer from time to time.

8. The Artist agrees and confirms that the Artist shall take shot(s) of Covid-19 vaccine prior to shooting for the Film as per the guidelines, notices, etc. issued by the Indian Government from time to time relating to and in connection with people from the Artist's age group, without any demur or protest.

9. The Artist agrees and acknowledges that the shooting may be stalled in an event any personnel/crew member present during the production of the Film at the set tests positive for COVID-19 or due to any government regulations/ restrictions/ lockdowns and the Artist shall make herself available once the shooting resumes and provide their Services for such extended shoot dates as per the terms of the Agreement.

10. The Artist agrees and acknowledges that in the event the Artist is required to travel to another town, village, city, state, etc., the Artist shall immediately comply with the quarantine guidelines as issued by the Government thereof. Further, the Producer shall not be entitled to pay any consideration for such number of days of quarantine as determined by the Government thereof.

11. The Artist shall duly follow social distancing norms in crowds, wherever possible maintain physical distancing of at least 6 feet as far as feasible at all locations at all times, while sitting, standing in queues, including in shoot locations. The Artist shall avoid handshakes, hugs and kisses and other physical greetings and not share cigarettes on set or otherwise.

12. The place building and society, where the Artist resides, has not been quarantined or declared to be a containment / red zone by the local authorities, in the last 14 days.

13. The Artist shall wash hands at regular intervals even when hands are not visibly dirty and strictly follow respiratory etiquettes, which involves strict practice of covering my mouth and nose while coughing/sneezing with a tissue/handkerchief/flexed elbow and disposing off used tissues properly.

14. The Artist shall not invite visitors and audience on set except her manager nor shall the Artist make any such request to the Producer.

15. The Artist shall personally ensure that the Artist keeps sharing of costumes, hair wigs, makeup items, equipment, etc. at a minimum. The Artist shall only use the clothes allocated to her and the Artist can never exchange clothes without having them properly disinfected beforehand.

16. The Artist is giving the present undertaking out of her free will and not under any coercion and undue influence.

17. The Artist shall wear the color-coded band assigned to her which can help identify her role, if applicable.

18. The Artist has downloaded the Aarogya Setu Application and she will be complying with the instructions mentioned therein. She will check it every day and inform the Producer and the help-line number on the App if the status on her App changes from "You are safe" to any other status.

19. The Artist shall not create a furore about food being served in batches i.e. staggered mealtimes such that social distancing norms are followed and crowding in eating areas is reduced considerably. The Artist shall throw food waste in the designated disposable area, as provided on-site.

20. The Artist shall refrain from discriminating / stigmatizing and or stereotyping COVID-19 recovered and/or COVID-positive members of the cast and crew in any manner.

Specific Guidelines

Along-with the Government Guidelines and Guidelines, please note the following:

a. All trials and fittings shall be done at the residence of the Artist. For the sake of clarity, the look test of the Artist and other nuances for shooting can be shared over video conferencing at the Producer's sole discretion.

b. The Artist shall not be accompanied by any support staff including without limitation any family members, unless agreed to otherwise. The Artists shall be allocated a make-up man and hair-dresser by the Producer, who shall be responsible for the make-up and hair style of the Artist for the Film.
c. The Artist shall manage her own copy of hard copy scripts / sides, thereby minimizing multiple touches from others. The Artist shall dispose off such copies after use.
d. The Artist shall make reasonable efforts ensure that the said supporting staff wear the PPE and the face shield while coming in direct contact with the Artist.

This Proof-Of-Payment is for obtaining E-SBTR from the selected branch	
e-SBTR-Cyber Receipt	
GRN NUMBER:	MH006417952202223S
GRN Received Date:	20220816103959
Bank CIN:	69103332022081650075
CIN Date :	16-08-2022 10:25:11
Payment Reference Number :	715141329
Stamp Duty Amount- 0030045501-75	80000.00
Registration Fees Amount- 0030063301-70	0.00
Total :	**80000.00**
Total Amount (In Words):	Eighty Thousand Zero Paise only
District :	7101-MUMBAI
Office Name :	IGR182-BOM1_MUMBAI CITY 1 SUB REGISTRAR
Branch Name:	Lower Parel [West](187)
Financial Year :	2022-2023
Duty Payer Party Name :	NOVI DIGITAL ENTERTAINMENT PVT LTD
Duty Payer ID :	PAN-AAACI6386A
Article Code :	5(h)(A)(v)--Agreement relating to Assignment of copyright
Consideration Amount :	16000000
Property Area :	0.00
Moveability :	M
Other Payer Party Name :	Sunshine Pictures Pvt Ltd
Other Payer Party Id :	PAN-AACCE0821G

Consideration Amount : INR 1,60,00,000

Document Reference No. : 037265

Mani Rangarajan

22 Aug 2022 at 17:47:52 IST (UTC+05:30) Aadhaar eSign

Ravichand Govind Nallappa

16 Aug 2022 at 12:48:49 IST (UTC+05:30) Aadhaar eSign

Stamp Ref No: MH006417952202223S

SHORT FORM AGREEMENT-
DEVELOPMENT MATERIALS

This SFA is entered into on the date of signature of the last signing Party as specified on the execution page hereof, at Mumbai, by and between:

Novi Digital Entertainment Private Limited, a company incorporated under the Companies Act 1956 and having its registered office at STAR House, Urmi Estate, 95 Ganpatrao Kadam Marg, Lower Parel (West), Mumbai 400 013, India and holding PAN Card Number AAACI6386A (hereinafter referred to as "**Novi**" which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and assigns) of the ONE PART;

AND

Sunshine Pictures Private Limited, having its registered address at A 102, Bharat Ark, 1st floor, Azad Nagar, Veera Desai Road, Andheri West, 400053, and holding PAN Card Number AACCE0821G (hereinafter referred to as "**Production House**" which expression unless it be repugnant to the context or meaning thereof shall mean and include its successors and permitted assigns) of the OTHER PART.

Mani Rangarajan
22 Aug 2022 at 17:47:32 (IST (UTC+05:30)) Aadhaar eSign

Ravichand Govind Nallappa
16 Aug 2022 at 12:48:49 (IST (UTC+05:30)) Aadhaar eSign

WHEREAS this short form agreement ("**SFA**") sets forth the understanding, and the representations, on the basis of which Novi has agreed to appoint the Production House to render the Services in relation to the Materials, and the Production House has agreed to provide such Services on the terms stated herein below.

IT IS AGREED AS FOLLOWS:

1. **Services**: The Production House shall render the services as more particularly set out in Annexure B ("**Services**"), as per the timelines for the performance of the Services, and the delivery of the Materials, as set forth in Annexure C ("**Services Schedule**"). All Materials shall be finalised mutually amongst Novi and the Production House, provided that: (i) Novi shall have the right of final approval of the Materials (or part thereof) in case of any difference/dispute in relation to the Materials (or parts thereof); and (ii) the Production House shall undertake any modifications, or revisions, to the Materials or parts thereof as required by Novi for the purpose of compliance with applicable laws or Novi's internal S&P requirements.

2. **Engagement of Personnel**: The Production House shall be responsible for engaging Personnel, who are suitable and competent for the Services, as may be required by Novi and subject to Novi's approval. The Production House will enter into written agreements with all Personnel prior to the commencement of services by each such Personnel and shall provide a copy of the agreement to Novi no later than at the time of delivery of the Services. The agreements entered into by the Personnel, shall not contain anything contrary to the terms of this SFA, and shall assign all rights, title and interest in and to the product/out of services rendered by such Personnel in favour of Novi, in a form substantially similar to the terms of Clause 3 below. Novi will have the right to review and approve all such Personnel agreements prior to their execution, and the Production House undertakes to provide the same to Novi, it being agreed that Novi's approval of such agreement shall not limit the representations, warranties by or indemnification obligations of the Production House. Without prejudice to the foregoing, any provision in relation to statutory royalties, as contained in any Personnel agreement, shall be subject to Novi's prior written approval. The Production House shall be solely responsible for the timely payment of all fees to the Personnel.

3. **Ownership**: All rights in and to the Concept vests with Novi in perpetuity and throughout the world. The Materials shall, from the moment of its creation, be deemed to have been specially ordered or commissioned by Novi and all rights in and to the Materials, will vest with Novi in perpetuity and throughout the world. In the event that in any jurisdiction of the world, Novi is not deemed to be the owner of the Materials and/or Concept as a whole or any part thereof then, the Production House without any further consideration hereby irrevocably assigns to Novi in perpetuity throughout the universe all rights, title and interest in and to the Materials and Concept in any and all media, now known or hereafter devised, including without limitation all rights in and to Exploitation of the Materials and Concept and all parts thereof. The provisions of Section 19(4) of the Copyright Act, 1957, shall not apply to this SFA. Any materials, provided by Novi, shall not be construed to form a part of the Materials, for the purposes of the assignment and license set forth herein. To the extent that the rights to future means, modes or mediums of exploitation of the Materials or parts thereof cannot be assigned by the operation of law, the Production House hereby grants an exclusive, sublicensable, perpetual, worldwide license to such future means, modes and mediums of exploitation of the Materials, whether or not in commercial use or in use or invented as on the date of assignment to Novi. The Production House undertakes to do any and all acts and execute any and all documents in such manner as may be required by Novi in its sole discretion to protect, perfect or enforce any of the rights granted or confirmed to Novi with regard to the Materials and/or Concept and any parts thereof.

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4. **Fee**: Subject to the Production House's timely performance of the Services in accordance with this SFA, Novi shall pay to the Production House an amount of Rs. 1,60,00,000/- (Rupees One Crore Sixty Lakhs only) ("**Fee**"), in accordance with the payment milestones detailed in Annexure D. All payments to the Production House shall be subject to the deduction of applicable taxes at source and shall be payable within the timelines set out in Annexure D, subject to the receipt of a valid and correct invoice from the Production House. Novi will furnish a withholding tax certificate to the Production House for such amount deducted as per the prescribed timeliness under the applicable laws. If the Production House furnishes a lower/nil TDS deduction certificate, Novi shall deduct the withholding tax at such lower rate or Nil rate as prescribed in the certificate subject to the Production House furnishing the Lower/Nil TDS deduction certificate to Novi prior to processing the respective invoices. For the purpose of this SFA, invoice shall include any digital invoice signed by the Production House. The Parties agree and acknowledge to comply with the GST requirements as set out in Annexure D. Save and except the Fee, Novi shall not be required to pay any further amounts, costs or charges to the Production House in relation to the Services, including for costs of any Personnel appointed by the Production House to render the Services.

5. **Series**: Novi reserves the right to evaluate the Materials and decide whether it wants to commission a Series. In the event that Novi in its absolute discretion decides to commission the Series it shall have the option to engage the services of the Production House for the production of the Series. If Novi elects to engage the Production House for production services for the Series: (i) Novi will enter into a long form agreement ("**LFA**") with the Production House wherein all details with respect to the Series including the fee for the Series, will be mutually discussed and agreed between the Parties; and (ii) the Production House shall render the services in respect of the Series on such terms set out in the LFA. Nothing in this SFA shall be construed to obligate Novi to commission the Series, or to exploit or utilize the Materials in whole or in part in any manner, and/or to engage the Production House to provide any services in respect of the Series.

6. In the event elects not to engage the services of the Production House for the production of the Series, as set out in Clause 5 above, then Novi shall be free to, directly or through a third party, develop and/or produce the Series and exploit the Concept and Materials, without any hindrance or interference from the Production House.

7. **Representations and Warranties**: The Production House represents and warrants to Novi as follows: (a) The Production House has the full right and authority to enter into this SFA and perform all the terms hereof. The Production House is not under any disability, whether legal, contractual or otherwise, which prevents it from entering into this SFA or performing any term hereof; (b) the Production House shall perform all Services in accordance with this SFA, with due care and diligence, and in a professional manner; (c) the Materials and the Concept, are/shall be original, in compliance with applicable laws, and shall not infringe the rights of third parties including rights in any form of intellectual property. The Materials or parts thereof shall not be obscene, libelous, defamatory of any person deceased or alive, or hurt the religious sentiments of any community; (d) the Production House shall not place any lien or encumbrance on the Materials or parts thereof; (e) Novi shall not be liable for any unfulfilled obligations of the Production House; (f) the Production House shall not make or issue any statements on behalf of Novi or the Materials, Concept or the Services; (g) All agreements (if any) executed by the Production House with the authors of any underlying works incorporated in the Materials, shall be assignable to Novi (h) as on the date of this SFA and for the term of the SFA, the Production House, its shareholders, promoters, directors and key managerial personnel do not, and shall not, have any conflict of interest in terms of the BCCI Conflict of Interest Rules and the Production House is not any manner associated with/ related to the BCCI, the IPL governing council or with any of the BCCI's full members, associate members, and/or affiliate members, or any of their officials. If during the term of the SFA: (i) the Production House becomes aware of any such conflict of interest,

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the Production House shall forthwith notify Novi of the same in writing; or (ii) if Novi becomes aware of any such conflict of interest, Novi may notify the Production House of the same in writing. In any case, the Production House shall procure necessary approvals (if required) under the BCCI Conflict of Interest Rules and shall provide a copy to Novi. However, Novi shall have the option to forthwith terminate this SFA at its discretion in the event that any such conflict of interest arises or comes to the knowledge of Novi; (i) Novi shall not need any third party consents, permissions, authorisations for utilisation of the Materials, the Concept, or any parts thereof; (j) the assignment of the Materials or parts thereof is not contrary to the provisions of Section 19(8) of the Copyright Act, 1957, as amended from time to time; and (k) the Production House is fully compliant (and undertakes and agrees to remain compliant) with the provisions of the Sexual Harassment of Women at the Workplace (Prevention, Prohibition and Redressal) Act, 2013 and the rules thereunder (as may be amended from time to time) and the Production House shall extend this obligation to all sub-contractor(s)/ Personnel or individuals engaged for fulfilling the Services under this SFA, and to that extent, shall enter into appropriate legally binding agreements with each such sub-contractor.

8. **Anti-Corruption Covenants and Obligations**: (a) The Production House further represents, warrants and agrees as follows: (i) The Production House has not been convicted of a criminal offense involving fraud, corruption, bribery or dishonesty and the Production House is not now, to the best of its knowledge, the subject of any government investigation for such offenses; (ii) The Production House is not now listed by any government agency as debarred, suspended or otherwise ineligible for government programs; (iii) Neither the Production House nor any of its officers or employees will make, offer, authorize, or promise to make, or receive or accept, any payment or transfer of anything of value during the course of its performance under this SFA: (1) to or from any officer, employee or representative of any actual or potential customer of Novi or any of its affiliates; or to or from any officer or employee of Novi or any of its affiliates; or to or from any other person or entity, if any payment or transfer described in this sub-clause would violate the laws of the country in which it is made, the laws of the United States of America (including the United States Foreign Corrupt Practices Act of 1977, as amended), the laws of India or other applicable anti-corruption laws, including the UK Bribery Act 2010; or (2) to anyone working for a government or a government owned or controlled company or a public international organization; or to any political party, official of a political party or candidate; or to an intermediary for payment to any of the foregoing (the persons and entities referred to in this sub-clause (2) shall be referred to as "**Government Officials**"), if such, or any other, payment or transfer of anything of value would violate, the laws of the United States of America (including the United States Foreign Corrupt Practices Act of 1977, as amended) the laws of India or other applicable anti-corruption laws, (including the UK Bribery Act 2010), or is for purposes of: (A) influencing any act or decision of such Government Official; (B) inducing such Government Official to do or omit to do any act in violation of the lawful duty of such official, or (C) inducing such Government Official to use his influence in order to obtain, retain or direct (or assist in obtaining, retaining or directing) business to the Production House its parent, or any subsidiary or affiliate thereof; (iv) If the Production House engages other agents, subcontractors, line-producers, vendors, or other third parties to provide services under this SFA it shall perform appropriate due diligence on such agents, subcontractors, line producers, vendors, or other third parties and shall require, through contractual provisions or written representations, that such third party comply with each provision in Clause 8(a); (v) The Production House will comply with "The Walt Disney Company and Affiliates Global Anti-Corruption Policy." It is the intent of the parties that no payments or transfers of value shall be made that have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business.

   (b) The Production House further represents, warrants and agrees as follows: (i) To the best of the Production House's knowledge, none of its officers or employees, representatives or controlling shareholders, nor other party acting on its behalf in connection with this SFA, is a Government Official

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who has any connection with any matter related to any aspect of this SFA or is closely connected with, or related to, any such Government Official; (ii) In the event that during the term of this SFA there is a change in the information required to be disclosed in this paragraph, the Production House agrees to disclose in writing to Novi within thirty (30) days of any change.

(c) At any time during the term of this SFA upon Novi's request the Production House will provide a certification attesting to the Production House's compliance with all Clauses 8(a) and 8(b).

(d) Without Novi's prior written approval the Production House is prohibited from making any Facilitating Payment or providing any Business Courtesy in connection with this SFA or on behalf of Novi. A "**Facilitating Payment**" is a small value payment made to a Government Official to expedite or secure the performance of routine, or non-discretionary, governmental action, which is ordinarily and commonly performed by a Government Official. A "**Business Courtesy**" is any benefit provided to anyone outside of Novi free of charge or at a charge less than market value, including but not limited to any gift, payment of travel, meals or lodging expense, entertainment, or offer of employment.

(e) To ensure that the Production House is in compliance with the provisions of this SFA, at Novi's option and sole discretion, Novi, or an independent third party selected by Novi, may audit the Production House in order to satisfy itself that no violation of provisions in this SFA has occurred. The Production House shall cooperate fully in any audit conducted by or on behalf of Novi, which shall include, but not be limited to (i) providing all information and access necessary for Novi or its representatives to audit the books and records of the Production House with respect to (a) ownership of the Production House and (b) any of the Production House's activities related to performance under and compliance with this SFA; and (ii) authorizing Novi or its representatives to contact any banks into which payments to the Production House have been deposited or to which the Production House wishes payments to be deposited in connection with this SFA for the purpose of auditing the banking records of the Production House with respect to all payments into or out of the account and to determine the names of all owners and signatories of the account. The obligations of this provision shall survive termination of this SFA for 5 (five) years after any termination.

(f) In the event that Novi has a reasonable good faith belief based on some evidence that the Production House has violated the provisions of Clauses 8(a) to 8(e) of this SFA, in whole or in part, at Novi's option and sole discretion, this SFA, as well as any other agreement between the Production House and Novi, may be terminated by Novi upon notice to the Production House at any time at Novi's sole discretion following which no further payments will be due to the Production House.

(g) The Production House agrees to comply fully with all applicable sanctions and export control laws, including those of the United States, and those of the jurisdiction where this Agreement will be performed (if different).

9. **Indemnity**: The Production House agrees to indemnify, defend, and hold harmless, Novi, its affiliates, officers, employees, directors, and shareholders, from and against, all claims, actions, losses, costs, fees (including reasonable attorneys' fees), liabilities, damages, proceedings, suits, arising from or pursuant to or relating to: (a) a breach of this SFA by the Production House; (b) negligent acts or willful omissions of the Production House; (c) Exploitation of the Materials, the Concept or parts thereof.

10. **Waiver**: The Production House agrees that it shall not have the right to injunct, restrain, terminate, or enjoin, the production, exploitation, development, or distribution, of the Materials, the Concept, the Series, or any part thereof, notwithstanding anything to the contrary, in contract, tort, law or otherwise, and hereby expressly waives all rights to the foregoing.

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11. **Termination:** (a) Novi shall have the right to terminate this SFA by giving a written notice to the Production House at any time and without assigning any reason. (b) Novi may also terminate this SFA with immediate effect if: (i) the Production House breaches any provision hereof and fails to cure such breach within fifteen (15) days from the receipt of a written notice in this regard from Novi; (ii) the Production House becomes subject to bankruptcy or insolvency proceedings; (iii) the Production House or any sub-contractors or Personnel commits any act or omission prejudicial to the reputation, image or goodwill of Novi. (c) Novi shall also have the right to terminate the agreement with immediate effect if the Production House is unable to perform its Services for a period in excess of seven (7) days (unless agreed otherwise on mail) save and except owing to the occurrence of a Force Majeure Event. (d) The Production House shall have the right to terminate this SFA in the event Novi fails to make the payment of the Fees within the periods set out in Annexure D.

12. **Consequences of Termination**: Upon termination of this SFA: (a) pursuant to Clause 11(b) or 11(c) above, the Production House shall refund all amounts received by the Production House from Novi under this SFA, including the Fees, no later than thirty (30) days from the date of termination; (b) pursuant to Clause 11(a) or 11(d) above, the Production House shall be paid or shall retain the Fee on a pro-rated basis for Services completed till the date of termination and the Production House shall refund all amounts of Fee paid prior to the date of termination which exceed such pro-rated amounts due to the Production House, no later than within thirty (30) days from the date of termination. Upon termination of this SFA for any reason or purpose Novi shall continue to own all Materials and Concept, at any stage of completion, throughout the world and in perpetuity. The Production House shall immediately return all materials belonging to Novi, including relating to the Concept/Materials, that may be in the possession or control of the Production House. All Personnel agreements, shall at Novi's option, be assigned or novated to Novi. Notwithstanding the above, if the SFA is terminated pursuant to Clause 11(a), then the Production House shall have the right to acquire the rights to the Concept and Materials on such terms and conditions as may be mutually agreed in writing between Novi and the Production House (subject to the consideration for such acquisition not exceeding an amount equivalent to the Fee received by the Production House) and thereafter the Production House shall be free to develop or offer development of the Concept and Materials to any third party.

13. **Miscellaneous:** This SFA shall be governed by the laws of India, notwithstanding the conflict of laws principle, and any dispute arising hereunder shall be subject to the exclusive jurisdiction of the courts at Mumbai, India. This SFA is entered into on a principal to principal basis, and neither Party shall be construed to be a partner or agent of the other. The provisions relating to ownership, representations and warranties, indemnity, waiver, confidentiality, shall survive the expiration or early termination of this SFA. The Production House shall maintain the confidentiality of all information, details, pertaining to Novi's business, the terms of this SFA, the Concept, the Materials, the Series, that the Production House may be disclosed to or may gain access to during the course of performance of the Services, including the terms of this SFA, and shall ensure that all Personnel agreements contain a confidentiality provision no less stringent than the confidentiality provision contained in this Clause 13. In the event that any provision hereof is held to be invalid or unenforceable due to any reason, the said provision shall be modified to the extent necessary, and in any event, such invalidity or unenforceability shall have no effect upon the remaining provisions or terms and conditions of this SFA. No part of the rights and/or obligations of the Production house under this SFA, may be assigned, sub-contracted, delegated or otherwise transferred without the prior express written permission of Novi. Novi may assign its rights and/or obligations to any party without such consent. This SFA together with its annexures, contains the entire understanding of the Parties hereto relating to the subject matter hereof and supersedes all prior agreements, understandings, communications, correspondences or other exchanges in connection therewith. All notices, requests, consents and other communication under this SFA shall be in writing and shall be sent by (i) registered mail, personal delivery or courier to the respective Parties at the addresses set forth in the title clause of this SFA; or (ii) email to: (a) in case of Novi:

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nikhilm@hotstar.com and sheetal@hotstar.com; and (b) in case of the Production House: ravichand@sunshinepictures.in and aashin.shah@sunshinepictures.in. Notices will be deemed delivered: (i) two (2) business days from the date mailed; or (ii) if personally delivered, when so delivered; or (iii) on delivery of the email, when sent to the email address of the Party, except that a notice of change of address will be effective only from the date it is actually received. Capitalised terms, unless defined in any other part of the SFA, shall have the meaning ascribed to such terms in Annexure A. This SFA may be executed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. The Parties agree and acknowledge that this SFA may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The delivery of signed counterparts by facsimile transmission or electronic mail in "portable document format" ("**pdf**") shall be as effective as signing and delivering the counterpart in person.

IN WITNESS WHEREOF THE PARTIES HAVE HEREUNTO SET THEIR HANDS THE DAY AND YEAR FIRST ABOVE MENTIONED:

SUNSHINE PICTURES PRIVATE LIMITED	**NOVI DIGITAL ENTERTAINMENT PRIVATE LIMITED**
By: _____	By: _____
Title: _____	Title: _____

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Annexure A

Definitions

1. "**BCCI**" shall mean the Board of Control for Cricket in India a society registered under The Tamil Nadu Societies Registration Act 1975 having its head office at Cricket Centre, Wankhede Stadium, Mumbai 400 020, India.
2. "**BCCI Conflict of Interest Rules**" means the BCCI Rules on Conflict of Interest as may be amended/revised/updated/substituted by BCCI from time to time.
3. "**Concept**" shall mean the concept to the series tentatively titled '**Human – Season 2**', as detailed in Annexure E.
4. "**Episodes**" shall mean six (6) episodes of season 2 of the Series of a minimum duration of thirty five to forty(35-40) minutes each.
5. "**Exploitation/Exploit**" shall along with its cognate forms and grammatical variations, mean and include the utilization of the Concept and Materials, or any right, title, interest in the Concept and Materials, as may be decided by Novi in its sole discretion, including exploitation, translation, adaptation, alteration, broadcast, rebroadcast, communication, encryption, transmission, publication, cutting, editing, and packaging of the Materials, the conversion of the Materials from one format to another, the making of a Cinematograph Film, Visual Recording or Sound Recording, Communication to the Public, Broadcast, Performance in Public, reprography, reproduction, distribution, sale, commercial rental, assignment, licensing, merchandising, remakes, sequels, prequels, versions, including but not limited to the broadcasting thereof by radio, internet and any and all forms of television, *inter alia*, terrestrial, satellite, direct to home, cable, IPTV, any form of video on demand (including but not limited to Pay-per-View, NVOD, SVOD, PVOD, FVOD) made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, websites, *inter alia*, social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based), computing and networking devices, mobile /telecommunication system based platforms, mobile TV, theatrical or non-theatrical or any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future. The terms 'Broadcast', 'Communication to the Public', 'Cinematograph Film', 'Performance/Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.
6. "**Force Majeure Event**" shall mean an act of God, fire, war, riots, or any natural or man-made disaster which is beyond the reasonable control of a Party.
7. "**Series**" shall mean a cinematograph film or any season/cycle thereof, for commercial exploitation and use as deemed fit by Novi, based on the Materials.
8. "**Materials**" shall mean the development materials, including any storyboard, screenplay(s), detailed story outlines, script(s), all works of authorship and all product and output of the Services, based on the Concept, and developed by the Production House pursuant to Novi's requirements and in accordance with this SFA.
9. "**Party**" shall mean Novi or the Production House, individually; and, "**Parties**" shall mean Novi and the Production House, collectively.
10. "**Personnel**" shall mean the service providers required to be engaged for the completion of the Services, including, *inter alia*, writers, any talent, as per the requirements of Novi and the Services.

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Annexure B

Services

BIBLE, EPISODIC OUTLINES & SCRIPT DRAFTS
2022

Depending on the number of episodes, the entire bible is around a min. of 50 pages.
The Bible should typically consist of the following for better understanding of the material, and building the show as we expand from idea to screenplays:

Bible Stage 1a:

1. Logline & Theme

- A one-line description of the project that also highlights the USP of the concept
- The logline to be followed by the theme: the one/many thought/s that we want to propagate in the story

2. Introduction (up to 2-3 pages)

- Introduction that sets the context and vision for the show.
- What's the context that makes the show interesting?
- Why are we excited to tell this story today?
- What is our vision for the show and what's the underlying theme that we want to propagate through our story.

3. Tone and Treatment (1-2 pages)

- A clear description on how this material will be treated. It should convey an understanding of the genre and its tropes. This can also include images.
- What is the tone of the show? Is it a comedy or drama? Is it adventurous or serious? Describe the goal for the show's tone. Have we seen other shows like this show? How is it different or similar?
- Is there a specific visual tone of the show?

4. Season Story with Key Storyline Arcs (No longer than 8-10 pages)

- Describing the key plot points of the main storylines in the season.
- Find the main story threads of the show and lay out the story progression from beginning to end
- Should cover all the major turning points and arcs for the season
- Where is the conflict that is the engine for our story this season and for seasons beyond?
- A strong sense of beginning-middle-end

5. Detailed Character Descriptions & Arc

- Character background and choice details that explain who these characters are. What are their desires, what are their fears? What are their strengths and virtues, what are their weaknesses and sins, what makes them excited, what makes them depressed, how do they approach life.
- All major characters with internal and external conflicts and wants clearly stated
- Description of the journey and changes that the characters will go through. What will happen to them? How will they change?
- What are the main points of conflict for the characters that move our story forward?

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6. Episode Synopsis: 1 page synopsis that should capture:

- A brief description of the story per episode with clear conflict and drive each episode
- What is the story of that episode and how does it play into the bigger arc stories?
- Is there a theme to the episode?
- Is there a unique way you are telling the story?
- What is the larger season structure, and are we hitting the highs and lows of the season story?
- Optional: Can be headed by the episodic logline capturing the main story beat as part of the larger season structure

Bible Stage 1b:

7. Episodic Outlines/Breakdowns/Beats

- Detailed story beats in each episode, with descriptions of scenes in moderate detail -- what happens to the characters, what do the characters do?
- Should track the main twists and turns of each episode in descriptive, visual and dynamic language
- Story beats of the episode that fall within the 4/5 Act structure of the episode to help track the plotting of drama, rising/falling action/character motivations within the episode
- These typically contain sluglines as per the scenes

Stage 2: Screenplay + Dialogue Drafts

Episode drafts to be submitted in stages and maximum two episodes at a time, chronologically

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Annexure C

Services Schedule

Sr. No	Deliverables	Timelines
1	Bible (Logline, Series Theme, Short Synopsis, Long Story, Tone and Treatment, Characters, Episodic Breakdown)	31st Aug, 2022
2	Episodic logline and beat sheets;	15th Sept, 2022
3	Screenplays and Dialogues 06 episodes	22nd Sept, 2022 to 30th Oct, 2022
4	Final script after incorporating all feedbacks and revisions from the Platform, Producer and Director	30th Nov, 2022

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Annexure D

Payment Terms

The Fee shall be paid to the Production House, subject to the performance of the Services in accordance with this SFA, pursuant to the following payment milestones:

Milestone/Timeline	Amount (Rs.)
Within 15 days of submission of concept note and signing of this SFA	27,50,000
Within 15 days of submission of updated Bible (Logline, Series Theme, Short Synopsis, Long Story, Tone and Treatment, Characters, Episodic Breakdown) and beat sheet by the PH	27,50,000
Within 15 days of approval of Bible and beat sheet & confirmation for writing screenplays by Novi	10,50,000
Within 15 days of submission by the Production House of screenplay and dialogues for 1-3 Episodes	37,50,000
Within 15 days of submission by the Production House of screenplay and dialogues for 4-6 Episodes	37,50,000
Within 15 days of approval by Novi of screenplay and dialogues for 1-6 Episodes	19,50,000
Total	**1,60,00,000**

Goods and Service Tax:

(i) All Fees, amounts or charges payable by Novi under the SFA shall be exclusive of GST (unless the Production House has opted for the composition scheme in which case the Fees, amounts or charges will be inclusive of GST). Further, for the purposes of this SFA, GST shall include the Central Goods and Services Tax ('**CGST**'), the State Goods and Services Tax ('**SGST**')/ Union Territories Goods and Service Tax ('**UTGST**') and/or the Integrated Goods and Services Tax ('**IGST**') as may be applicable.

(ii) In due compliance of its obligations, the Production House shall remit the GST so charged (if any) from Novi, subject to a valid invoice/ debit note (compliant with e-invoicing provisions, if applicable to the Production House), to the appropriate government authority and file GST returns as prescribed, within the statutory timelines, mentioning all appropriate and relevant information on the GSTN platform, which enables Novi to claim timely credit (i.e., in its GST return for the month in which the invoice/ debit note is raised on Novi) of GST in the appropriate GST registration. In the event the credit of GST is not granted or denied to Novi under its appropriate GST registration under applicable laws due to any reason, including but not limited to non-payment of taxes charged to Novi or on account of any non-compliance (including but not limited to non-filing of information, failing to issue/ report an e-invoice as required by law, non-filing of returns, non-payment of appropriate GST to appropriate government/incorrect/non- submission of

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information on the GSTN platform), then the Production House shall rectify the said non-compliances/errors to ensure that Novi gets the credit in the subsequent month. In the event, the non-compliance/ error is not rectified by the Production House as above, then Novi shall have the right to set off such shortfall against the subsequent payments of the Fees, amounts or charges to the Production House or recover the amount of GST charged to it along with the interest, penalty and/or any other cost from the Production House. Any compliance by the Production House after the above mentioned dates which may make GST credit available on the portal for Novi will neither bind Novi nor absolve the Production House from recovery of GST. If the Production House's compliance rating falls below the prescribed limit, tax charged by the Production House in the invoice would be paid by Novi only after the credit is reflected on GSTN platform. This sub-clause will be subject to the payment terms mentioned above.

(iii) Any Fees, amounts or charge to be paid by Novi shall be subject to deductions as prescribed under applicable laws in relation to GST.

(iv) If at any time during the course of the SFA, the Production House registers itself as a "Casual Taxable Person" for the purpose of GST pursuant to its performance under the SFA, then all invoices will be raised by the Production House while it is validly registered as a "Casual Taxable Person".

(v) If any advance payment is to be made by Novi, such advance payment will be made on the condition that the Production House issues an advance receipt voucher quoting the GSTIN of Novi and any other details as required by applicable laws within three (3) days of receipt of such advance payment. Novi shall communicate and intimate to the Production House, the details of invoices against which adjustment of advances paid by Novi should be made.

(vi) If Novi has already paid the Fees, amounts or charges and there is a decrease in such Fees, amounts or charges, then the Production House will issue to Novi a credit note for the differential amount. The credit note should be issued in accordance with applicable laws.

(vii) If there is an increase in the Fee or charges due to provision of additional services/goods, then the Production House will issue to Novi a debit note for the differential amount. The debit note should be issued in accordance with applicable laws.

(viii) All invoices, credit notes and debit notes issued by the Production House must set out the various taxes that are charged including but not limited to the GST. All invoices, debit notes and credit notes must be issued in accordance with the applicable laws and should be sent to Novi within seven (7) days of its issue. If any invoice or debit note does not set out the taxes that are payable with respect to such invoice or debit note, then Novi will not be required to pay any such taxes and such taxes will be borne by the Production House.

(ix) The Production House shall nominate a person who will be single point of contact for Novi for all communication regarding any discrepancy on GSTN reporting by the Production House.

(x) If any tax proceedings are initiated against either Party, in relation to the transaction contemplated under the SFA, the other Party shall fully co-operate by furnishing all information as available on timely basis as may be required by such Party, including but not limited to confirmation of booking/accrual of expense.

(xi) As and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on date of signing this SFA), the Parties shall discuss the provisions relating to the same and may enter into a further amendment, if required, to address each other's concerns in relation to such compliance.

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Annexure E

Concept

HUMAN – SEASON 2

'Human' is set in the world of medical scams. In every season, we will dive into the underbelly of a new medical scam, examining and exposing the scam and the powers that be. We will also turn our attention to all those people whose lives are directly affected by these scams, some rich, many poor. Through the lives of our characters and their varied socio-economic status's, this series will pierce into the heart of India, and expose all that India stands for but things that are actually universal- faith and faithlessness, generosity and greed, power and powerlessness, righteousness and corruption, punishment and redemption and most of all, the relevance as well as the absence of any value for life or death. Every season will be driven forward with an emotional and deeply felt human story.

Human 2 we will explore the illegal organ harvesting and trafficking, the murky nexus and how humans are treated like mere organ inventory.

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Service Agreement

This Service Contract (**Agreement**) is made and executed on 14th September 2023 between:

1. Gotham Creative Services Private Limited (hereinafter **Gotham Films** or the **Company**), a company with its registered office at 202, Simran Plaza, 2nd Floor, 4th Road, Khar – West, Mumbai – 400 052.

AND

2. Shefali Shah (hereinafter "**Talent")**, with its registered address at C- 3506, Oberoi Springs, New Link Road, Andheri (W), Mumbai – 400053.

AND

3. Quest Retail Private Limited (hereinafter referred to as '**Client**'), a company with its registered office at G-10, Ground Floor, City Pulse Narain Singh Circle, Tonk Road Jaipur Rj 302004

WHEREAS

A. Gotham Creative Services Private Limited is in the business of providing strategic, creative and technological marketing solutions across all consumer touchpoints (includes digital, ATL, BTL etc.); and is engaging with the talent for promoting & advertising the campaign **"The Bodyshop – Spark A Change"** of the Client.

B. And whereas Talent has been engaged by Company to utilise the services of her as follows in accordance with the requirements of and as agreed with the Client:
   i. One Day Shoot in Mumbai on **12th September 2023** (includes 8 hours of shoot shift timing including hair and makeup time). If the shoot goes beyond the aforesaid 8 hours, Talent shall be paid on a pro-rata basis.
   ii. One upto 60 sec film for digital to be shot featuring Talent and she will approve the final deliverable which will be posted on her Instagram grid. One upto 30 sec cut down film from the aforesaid main film. Company cannot make any further cut downs whether with Talent's voice over or featuring the Talent.

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iii. Two individual Product films – 15-25 seconds featuring Talent without the application of the product, subject to the final script and Talent approval on final deliverable which will be posted on her Instagram grid.

iv. No GIFs or images or BTS featuring the Talent can be used. If PR is to be made featuring the Talent, additional fees shall be paid as mutually agreed.

v. Social Media post by Talent
   a. 3 Repost across social media handles.
   b. 3 stories repost on Instagram i.e., one main film and two product films.

vi. Airing rights for Digital in India for 6 months (Non-Exclusive) from the release date of the shoot (Release date of the film will be intimated to the Talent). No other rights are granted. Beyond 6 months from the release date, the material will not be aired.

D. Talent agrees that in the course of their engagement with the Company, whatever information, they may receive or be in a position to access certain confidential information, they agree and undertake not to divulge this information to others and undertake to enter into this Agreement and abide by the terms and conditions as mentioned here in below.

NOW THEREFORE, in consideration of the mutual promises, the Parties agree as follows:

1. Terms & Payments

i. The contract is valid for 6 months from the release date of the campaign ("Term"). The release date will be separately communicated to the Talent by the Client, in writing (emails permitted). No rights other than as stated herein are granted. The Client shall not utilize the material featuring the Talent beyond the Term.

ii. The Company agrees to pay the talent INR 8, 00, 000/- (Rupees Eight Lakhs only) plus 18% GST & standard TDS rate will be applicable for the said services mentioned above.

iii. Subject to any special terms agreed in writing by the parties, the Company shall pay Talent 50% of the agreed amount in advance before the shoot date, and 25% of the agreed amount after 10 days of the shoot date and 25% balance amount after 1st Film goes live. The Client shall ensure the necessary payments are made to the Company so as to ensure there are no delays in payment to the Talent.

iv. The Talent shall not incur any expenditure or costs other than those specifically agreed herein on behalf of the Company, without its prior consent.

v. All expenses towards the Talent's participation in the shoot that includes costume styling with reference to the shoot would be borne by a designated Production House at their own discretion with the understanding that the outfits shall be finalized in consultation with the Talent.

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vi. Hair & Make-up will be provided based on Shefali's preference and such payments to the team (i.e. HMU, spot and driver) shall be made directly by the Company to them.
vii. Separate Vanity van will be provided for Shefali by the production house.
viii. In the event the Company is unable to utilize the entire Work Day for any reason directly attributable to the Talent, excluding force majeure not directly attributable or affecting the Talent, the Company shall be entitled to seek refund of the Fees received by the Talent from the Company.
ix. The Client agrees that save and except for the exploitation terms mentioned herein, the Client shall not be entitled to use and/or exploit the materials in any mode/media/format. Additionally, the Client and/or Company agrees and confirms that it shall not edit, modify, or merge the deliverables with any other third-party material at all.

2. IP Rights

i. Talent acknowledges that all Confidential Information and Intellectual property is and remains the absolute property of the Company and/or Client (as may be applicable) during their engagement with the Company and Client and in perpetuity.
ii. Any intellectual property rights to the Client related content featuring the Talent shall be the property of the Client. Principally, nothing in this Agreement shall be deemed to grant to the Talent license expressly or by implication to any Intellectual Property developed during the course of their engagement with the Company and Client.
iii. The Talent shall take all necessary steps, including executing assignment agreements, deeds, contracts or letters that may be necessary to record the Client's rights in such Intellectual Property (including by way of transfer of such Intellectual Property).
iv.

3. Covenant by the Talent

The Talent hereby declares and confirms that the Talent:

i. is entitled to enter into this Agreement and is not in any manner prevented from entering into and/or performing his/her obligations under this Agreement and this Agreement shall not conflict with any other work or Advertisement performed by the Talent for any other competing Brand in the Skin, Bath & Body, Make-Up and Hair category.

4. Dispute Resolution

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i. This Agreement shall be governed by the laws of India and subject to this Section shall be subject to jurisdiction of courts in Mumbai.
ii. Any dispute arising out of the service contract, shall be determined in the manner provided therein.
iii. Any dispute arising out of this service contract or its continued existence shall result in the initiation of mediation proceedings, by the parties. Any mediation must complete within forty-five (45) calendar days of the date of issue of the mediation notice.

iv. If a Dispute is not resolved through mediation within the timelines mentioned above, then the dispute shall be referred to arbitration by either Party. The issuance of a valid notice of arbitration shall be valid and binding on the other Party. The Parties agree that the arbitration shall be conducted by the arbitrator mutually appointed by the Parties who will be of high judicial understanding and repute. The appointment shall be done within 45 days period.

iv. The location or seat of any mediation or arbitration shall only be at Mumbai, and the language for any proceedings shall be in English. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and/or the amendments/modifications thereof.

5. **Cancellation** – Once the contract is signed by the parties then the shoot cannot be cancelled.
6. **Non-payment** – In the event there is a non-payment breach by the Company as per the terms of this Agreement, the Company shall have to pay an interest on such amount at the rate of 18 % p.a. (eighteen per cent) p.a. along with the amount due from the date it became due till the time it is actually paid and shall not be entitled to release the materials in any mode/medium/format until such non-payment breach is cured by the Company. In the event the Client fails, refuses or delays in making payment to the Company in accordance with the terms agreed between the Company and Client resulting in non-payment or delay in payment to the Talent, the Company shall bear the aforesaid interest penalty in addition to any amount due and payable to the Talent for such non-payment of delay in payment. Notwithstanding anything contained in this Agreement, the Company shall not bear any additional costs incurred due to the delay or non-payment of the agreed fees by the Client to the Company.
7. **Exploitation of the deliverables** – The Client and/or Company hereby agree to not exploit the materials beyond the Term. The Parties hereby agree that in the event the Client and/or Company choose to exploit/use the materials beyond the Term, then subject to the Talent's approval on such further utilisation, the Parties shall mutually discuss and renegotiate the commercials for the same. If the Talent does not approve, upon the completion of usage of the materials as per the terms of this Agreement

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and/or receipt of notice from the Talent or her representatives, the Client shall immediately cease and desist from using the material in any mode/media/format and take all necessary steps to ensure the same.

8. **Force Majeure** - For the purposes of this Agreement, a force majeure event shall mean and include acts of God, fires, floods, acts of terrorism, injury or temporary disfigurement materially detracting the Talent, serious illness to the Talent ("Talent Disability"), or other catastrophes, epidemics or quarantine restrictions, or other cause(s) beyond the reasonable control of a Party, not reasonably foreseeable, not caused by acts or omissions of the Party affected and that could not have been avoided through a work around plan which prevents the Talent from providing or procuring the Services, or Company from receiving or using Services ("Force Majeure Event").

9. This Agreement shall not be amended, assigned or transferred by the Talent without the Company's written consent.

10. Both parties agree to abide by the terms of the agreement from the date herewith mentioned above.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date and year written above.

For Gotham Creative Services Private Limited	**For Shefali Shah**
DocuSigned by: Suvajyoti Ghosh 2697A23DA92E4E7...	DocuSigned by: Shefali Shah A1ED927E1565455...
Name: Suva Ghosh **Designation**: Director **Date:** 14th September 2023	**Name**: Shefali Shah **Date:** 14th September 2023

For Quest Retail Private Limited
Name: Harmeet Singh DocuSigned by: A1E0AAA262434F8...

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GOTHAM CREATIVE SERVICES PRIVATE LIMITED

202, Simran Plaza,
4th Road, Khar (W),
Mumbai - 400052

T. +91 9967472891
E. finance@gothamfilms.in

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ARTIST AGREEMENT

THIS ARTIST AGREEMENT is made and entered into at Mumbai on _____ 2022 ("**Execution Date**") and shall be effective from the earlier of (i) the date of commencement of Services (as defined below); or (ii) the Execution Date ("**Effective Date**").

BY AND BETWEEN:

ABUNDANTIA ENTERTAINMENT PRIVATE LIMITED, a company incorporated under the laws of India, having its registered office at, 501-502, Lotus Grandeur, Veera Desai Road Extension, Andheri (West), Mumbai - 400053 (hereinafter referred to as "**Producer**", which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include its subsidiaries, nominees, successors and assigns) of the **ONE PART**;

AND

MS. SHEFALI SHAH, an adult Indian inhabitant residing at C- 3506, Oberoi Springs, New Link Road, Andheri (W), Mumbai – 400053 and having PAN: AAPPC4419A and GSTIN: 27AAPPC4419A1Z (hereinafter referred to as the "**Artist**", which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include her heirs, executors and administrators, save and except with respect to the personal obligations of Artist) of the **OTHER PART**;

The Producer and the Artist shall hereinafter be individually referred to as "**Party**" and collectively as "**Parties**".

WHEREAS:

A. The Producer is *inter alia* engaged in the business (i) to produce, buy, sell, import, export, screen or otherwise deal in television programmes, films, cinematographic films, radio programs, video software, animation (cartoon films) in all gauges and audio and/or video cassettes, disc and video films and/or any other contrivance, tapes of all gauges, form and contrivances; and (ii) to carry on the business of marketing, exhibiting and distributing cinematographic films, digital and web series and acquiring of selling rights therein to studios, cinemas, picture palaces, halls, theatres.

B. The Artist is a renowned actor in the Indian film industry.

C. The Producer is desirous of producing a cinematograph film in Hindi language, titled/tentatively titled as "**Neeyat**" (the "**Film**") currently being directed by the Director *(defined hereinbelow in Clause 1.1.4)*. The Producer has approached the Artist to enact the Role *(defined hereinbelow in Clause 1.1.13)* in the Film and specifically represented to the Producer that she has the necessary expertise and skill for rendering the Services *(as defined hereinbelow in Clause 1.1.15)*. Relying upon the representations of the Artist, the Producer has agreed to engage the Artist to enact the said Role as per the terms and conditions stated hereinafter.

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 AND INTERPRETATION

1.1 Definitions

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

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1.1.1 "**Agreement**" shall mean and include this artist agreement and any and all schedules, annexures, and exhibits appended to it or incorporated by reference and shall include any amendments or addendums to this Agreement in writing.

1.1.2 "**Applicable Laws**" shall mean acts, statutes, rules, regulations, ordinances, or decisions of any executive, judicial, administrative or quasi-judicial authority, having the force or effect of law in India.

1.1.3 "**Creative Decision Rights**" shall mean the right to decide on all aspects relating to the Film including stage design, lighting, sound, style of advertising and programs, all decisions relating to, including but not limited to the artists, technicians, the portrayal of the Role of the Artist in the said Film, costume, make-up, hairstyle and overall appearance of the Artist and nature of her performance in the Film, portrayal of the characters/ roles of the other artists and nature of their performance in the Film, concept, story, script, screenplay, dialogues, sequence of events, venue for shooting, score, music, lay-out, etc.

1.1.4 "**Director**" shall mean Ms. Anu Menon, who shall be assigned the task of directing the Film or any other director that the Producer is desirous of engaging at its sole discretion.

1.1.5 "**Force Majeure Event**" shall include any act of God; war; accident; fire; pandemic (excluding the Covid-19 restrictions currently in place as on Execution Date), epidemic; strike; government mandated lockdown; lock-out or other labor controversy; riot; civil disturbance; act of public enemy; law, enactment, rule, restraint, order or act of any governmental instrumentality or military authority; failure or inability to obtain any necessary permit or license; failure of technical facilities; inability to obtain sufficient labor, technical or other personnel (including, without limitation, cast or crew members); failure, delay or reduction in transportation facilities or water, electricity or other public utilities; death, disability, disfigurement (with respect to principal cast only), labor permits or other governmental licenses for any such persons (other than the Artist); or any other cause not reasonably within either Party's control or which such Party could not by reasonable diligence have avoided.

1.1.6 "**Intellectual Property**" shall mean all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity and other forms of intellectual or industrial property, know how, inventions, formulae confidential or secret processes, trade secrets, any other protected rights or assets and any licences and permissions 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.

1.1.7 "**Intellectual Property Rights**" shall mean all rights arising out of and in relation to Intellectual Property.

1.1.8 "**Modes, Media and Formats**" of exploitation of the Works shall mean and include all the modes, media and formats as annexed hereto as **Annexure- II** attached to this Agreement.

1.1.9 "**Post-Production Period**" shall mean such period following the expiry of the Shooting Period until the delivery of the first censored copy, as may be required by the Producer to complete the Film.

1.1.10 "**Pre-Production Period**" shall mean such period prior to the commencement of the Shooting Period as the Producer may allocate in the Production Schedule for the purposes of pre-production for the Film. This includes but is not limited to preliminary discussions, sittings, conferences, rehearsals, publicity photographs, stills and wardrobe tests.

1.1.11 "**Production Schedule**" shall mean the tentative production schedule for the Film as annexed hereto as **Annexure-I** containing dates, times and locations for the Pre-Production Period, the Shooting Period, the Post-Production Period and the Publicity Period of the Film. It is clarified that the dates listed in **Annexure -I** are tentative and merely indicative and the Producer reserves the right to amend this at any time in mutual consultation with the Artist as per clause 2 below.

1.1.12 "**Publicity Period**" shall mean such period during which the Artist shall make herself available for the promotion and publicity of the Film including interviews, reality shows, live gigs, etc. and post-release publicity, if any, each time the Film is released in new format or medium including television premier/s and DVD collector's edition) in India or outside India, on the Producer's request and in accordance with the terms of this Agreement.

1.1.13 "**Role**" shall mean the part of one of the special appearance, tentatively named "**Real Mira Rao"** to be performed by the Artist in the Film in accordance with the terms and conditions of this Agreement.

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1.1.14 "**Script**" shall mean the draft of the script including the screenplay as provided by the Producer to the Artist as on Execution Date, basis which the Artist has agreed to perform the Role. However, further the Artist agrees that all scenes in which the Artist participates during the shoot of the Film shall deem to be a part of the said Script and the Film.

1.1.15 "**Services**" shall mean the services to be rendered by the Artist while performing the Role as contemplated in this Agreement and further specified in Clause 2 herein. It is clarified that the services listed in Clause 2 are comprehensive and shall include other services required of the Artist as customarily rendered by an actor in the entertainment industry and the same shall be performed as per the terms of this Agreement.

1.1.16 "**Shooting Days/Day/s**" each Day shall mean a continuous period of maximum twelve (12) hours shift excluding travel up to a maximum of 4 (four) hours both ways in a single day. Everything else such as rehearsals, costume, hair, make-up and preparation shall be included as part of the maximum twelve (12) hours shift.

1.1.17 "**Shooting Period**" shall mean the period during which the principal photography of the Film shall take place at such dates, times and locations as set forth in the Production Schedule.

1.1.18 "**Term**" shall have the meaning assigned to in Clause 10.1.

1.1.19 "**Territory**" shall mean the entire universe including the territory of India.

1.2 **Interpretation**

The following rules of interpretation shall apply to the Agreement unless the context requires otherwise or is expressly specified otherwise:

1.2.1 Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms, and words denoting singular shall include the plural form of such words;

1.2.2 All references herein to Clauses and Annexure shall be deemed to be references to clauses of, and annexure to, this Agreement unless the context shall otherwise require. All Schedules attached hereto shall be deemed incorporated herein as if set forth in full herein;

1.2.3 The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

1.2.4 The words "include", "includes", and "including" shall be deemed to be followed by the words "without limitation";

1.2.5 The Parties have participated jointly in the negotiation and drafting of this Agreement, and accordingly, in the event an ambiguity or a question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favouring or disfavouring any Party by virtue of the authorship of any provisions of this Agreement; and

1.2.6 Time is of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of essence.

2. ENGAGEMENT & SCOPE OF SERVICES

2.1 The Producer has agreed to engage the Artist for rendering her Services for the Film in the capacity of an actor while performing the Role as contemplated in this Agreement, and the Artist has agreed to render Services for the Film, in accordance with the terms of this Agreement and the Production Schedule as annexed to this Agreement.

2.2 The Artist's Services are special, unique, unusual and personal in nature and cannot be substituted or delegated to another person. Therefore, due and timely performance of the Services by the Artist herself and observance of the payment schedule by the Producer as per the terms of this Agreement shall be of essence for this Agreement.

2.3 The Artist shall render her Services in accordance with the Production Schedule attached with this Agreement under **Annexure I**. Any revisions to the Production Schedule attached to this Agreement shall be mutually agreed between the Parties, with the express understanding that upon intimation from the Producer in writing (emails permitted) regarding the revision of the Production Schedule attached to this Agreement, the Artist shall provide her dates within a maximum period of six (6) months of such request;

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which shall be intimated by the Artist within the next one (1) week from date of such written intimation by the Producer to the Artist to render her Services for the Film as per the terms of this Agreement to ensure timely completion of the Film. It is clarified that the Production Schedule mentioned under **Annexure I** attached to this Agreement is the tentative schedule for the Film and is subject to revisions as mutually agreed between the Parties and such revisions shall form a part of the production schedule ("**Production Schedule**"). The Artist shall ensure that she makes herself available for rendition of Services pursuant to the terms of this Agreement on a non-exclusive, priority basis and material non-interference basis as per such revised Production Schedule at no additional cost and as per the terms of this Agreement. The Artist shall render her Services as per the instructions of the Producer and/or the Director from time to time in accordance with the terms of this Agreement.

2.4 The Artist shall render the following Services for and in relation to the Role during the Production Schedule, subject to and in accordance with the terms of this Agreement ("**Services**"):

2.4.1 **Pre-Production Period**: The Artist's Services during the Pre-Production Period shall include, but not be limited to participating in workshops, rehearsals, Script readings, costume fittings, undergoing training (if any) to perform the Role in the said Film as desired by the Director and/or the Producer and to satisfy the look test and the appearance in regard to the Role to be portrayed by the Artist in the said Film on dates as per the terms of this Agreement and time and place as decided by the Producer in consultation with the Artist. The Artist Services during the Pre-Production Period shall be on dates as mutually agreed between the Parties.

2.4.2 **Shooting Period**: The Artist's Services during the Shooting Period shall include, but not be limited to acting, dancing and such other customary services rendered by an actor in the entertainment industry and as may be required by the Director and the Producer within the scope of this Agreement. The Artist hereby agrees that she shall provide 2 (two) Shooting Days, on dates, as mentioned in the Production Schedule during the Shooting Period for the Film.

2.4.3 **Post- Production Period**: The Artist's Services during the Post-Production Period shall include, but not be limited to dubbing, patchwork, looping, promotional videos and such other customary services as may be required by the Director and/or the Producer for the enactment of the Role in relation to the Film on dates as mutually agreed between the Parties. In particular, the Artist agrees to make herself available during Post-Production Period for the purpose of re-shoots, dubbing, patch shoot, and voice-over work of the Film and other services as may be required by the Producer on dates as mutually agreed between the Parties.

2.4.4 **Publicity Period:** The Artist shall make herself available for a maximum of 10(ten) days for all promotional activities of the Film on mutually agreed dates:

2.4.4.1 For all promotional activities including without limitation, at premieres, press junkets, interviews, reality shows, live gigs, etc., for promotional/publicity activities for the Film;

2.4.4.2 For all promotional activities at each time the Film is released in a new format or medium including television/ digital premiere's and DVD collector's editions, as determined by the Producer in consultation with the Artist.

2.4.4.3 While rending Services in relation to the promotion and publicity of the Film, the Artist shall, not defame or parody the Producer and/or the Director and/or the Film, itself, for or to any third party.

2.4.4.4 It is clarified that the Artist shall provide all personal appearance/promotional services under this Clause 2.4.4 to the Producer without any additional fee/consideration in accordance with the terms of this Agreement.

2.5 In the event the Producer is unable to adhere to the Production Schedule for any reason and/or requires the Artist to provide any additional days of Services for the Film over and above the number of days set forth in the Production Schedule, the Artist shall make herself available on dates and time, as mutually agreed between the Parties and on such locations as required by the Producer without any additional fee/consideration for the same. However, the Producer agrees and confirm that in the event any additional Shooting Days are required for the Artist to render her acting Services over and above the committed

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Shooting Days herein then the Produce shall be liable to pay the Artist on a pro rata basis @ INR 5,50,000/- (Indian Rupees Five Lakhs and Fifty Thousand Only) plus GST per such additional Shooting Day as per the payment cycle mentioned under this Agreement, provided such additional Shooting Day is not required by the Producer due to a Force Majeure Event, Artist's Incapacity and/or any default/breach of the Artist.

2.6 The Artist shall render her Services in accordance with the Production Schedule and/or the revised Production Schedule and as per the terms of this Agreement.

2.7 In case the Artist's presence is required, during the shooting of the Film, out of the limits of her permanent place of residence, the Artist agrees to make herself available at such places, on such dates and as per the timelines as specified in the Production Schedule and/or the revised Production Schedule as per the terms of this Agreement and the Producer shall make arrangements for her travel, boarding and lodging as decided mutually between the Parties.

2.8 All Creative Decision Rights in relation to the Film shall vest exclusively with the Producer at all times. The Producer shall have the right to use, alter, adapt, revise, delete from or add to and/or re-arrange the whole or any part of the performance, recording, photographs and other results and proceeds of the Services. It is expressly clarified that the manner in which the Role of the Artist is to be presented on screen shall be as per the discretion of the Director and/or the Producer.

2.9 The Producer acknowledges that the Artist has agreed to perform the Role on the basis of the Script provided to the Artist. In case the Producer requires any major/ substantial changes to her Role/ the Script by adding/subtracting any scenes featuring the Artist, the Producer/ Director shall discuss such major/ substantial changes with the Artist and any such major/ substantial changes with respect the Role/Script, including with respect to the depiction of the Artist's Role, shall be mutually agreed between the Producer, Director and Artist. It is clarified that the Artist shall not unreasonably withhold her approval and shall revert to the Producer within 7 (seven) days from the receipt of a request from the Producer to agree to such major/substantial changes to the Artist's Role, failing which the same shall be deemed approved by the Artist. The Director of the Film shall, however, have the final cut right to the Film. It is however agreed by the Artist that the Producer shall be entitled to make minor changes to the Role/Script for the betterment of the Film at the sole discretion of the Producer. The Artist's Role shall always remain as one of the lead characters in the Film, subject to the performance of all obligations by the Artist as per the terms of this Agreement.

2.10 Any and all publicity, advertisement, press releases, interviews and other information of the Film, story, Script, etc., shall be under the sole control of the Producer and the Artist shall not have the right to issue any press release, interviews and/or other information etc., without the prior written consent of the Producer .

2.11 The Producer shall be entitled to exploit the Film, in whole or in part, commercially or otherwise, in any manner it deems fit. In connection with the exploitation of the Film, the Producer shall also have the right to record, produce, reproduce, amplify, enlarge, broadcast, use, perform, and distribute reproductions of the Artist's voice and all other sound of any kind or nature, whether such sounds shall have been created by the Artist or by others.

2.12 <u>Exclusivity:</u>

2.11.1 The Artist shall render her Services on an exclusive basis to the Producer during the Shooting Days in relation to the principal photography of the Film as per the Production Schedule attached with this Agreement under **Annexure I**. The Artist shall render her Services to the Producer during the Term, including the Pre-Production Period, Post-Production Period, and Promotion/Publicity Period for the Film as per the terms herein above;

2.11.2 Till the first release of the Film in the Territory, the Artist shall at no point of time play a role for a film/ television program/ play, web/digital series, etc. having a script which is substantially similar to the Script of the said Film, such that it infringes the copyright of the Producer in the Script, for any other person other than the Producer.

2.13 **<u>Right to use a double</u>**: Subject to the prior written approval of the Artist (emails permitted), the Producer shall have the right to use a double in place of the Artist in connection with any of the Services including for the Artist's acts, poses, plays and appearances and shall have the right to represent the double as the Artist where the Artist is not likely to be recognized in such situations of the filming, recording and /or

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photography of the Role where any abnormal, hazardous or dangerous sequences are required or upon the non-availability of the Artist or when the Producer believes that the Artist is unable to meet the requirements of the Role as per the Script of the Film or as per the Director of the Film and/or for long shots or back shots or where the Artist is not likely to be recognized and where the Services of the Artist have been terminated provided all consequences of termination have been adhered to by the Producer. It is clarified that the Artist shall not unreasonably withhold her approval and shall revert to the Producer within 7 (seven) days during the Term, from receipt from the Producer of the names of the body double. In the event the Artist fails to revert within the stipulated timelines, it shall be a deemed approval on part of the Artist. In the event the Artist reverts within the stipulated timelines intimating her disapproval for the body double, the Producer shall suggest alternate names for body doubles. Each time the Producer suggests names of body doubles, the Artist shall have the above-mentioned stipulated timelines for intimating her approval / disapproval on the same. Further, the Parties agree and confirm that if any intimate love making scenes and/or scenes involving physical exposure are required by the Producer in relation to the Services to be rendered by the Artist in relation to the Role then the manner in which such scenes will be shot shall be mutually agreed between the Parties and Producer shall not be entitled to utilize a double in place of the Artist for any intimate love making scene which the Artist is not comfortable doing/ enacting herself unless otherwise mutually agreed between the Parties.

2.14 **Right to dub**: The Producer hereby agrees that the Artist shall dub her own voice in original language and the Artist agrees to co-operate with the Producer in this regard to complete the dubbing in a timely manner in accordance with the Production Schedule and the terms of this Agreement. However, it is expressly agreed that the Producer shall be entitled to dub the Artist's voice without her approval in any language other than original language, subject to the terms hereof.

2.15 **No Obligation:** The Artist expressly acknowledges and agrees that the engagement of her Services under this Agreement shall not in any way constitute or be deemed to constitute an obligation or an undertaking by the Producer to produce the Film or use the Services in the Film, or any other cinematographic film.

2.16 The Producer shall be entitled at its sole discretion, to tie-up and provide for in film endorsements and sponsorships in the Film and for the marketing and promotion or for brand interactions thereof with any brand without any prior written approval from the Artist. The Artist agrees to be a part of all in-film placements and sponsorship tie-ups undertaken by the Producer in relation to the Film without any additional remuneration. The Producer is not required to share with the Artist any revenue generated from such deal whatsoever. The Artist hereby agrees to be featured and participate with any brands, which are/will be associated only with the Film and its promotion and marketing and which are not competing with the Artist Brands (as defined hereinafter) (**"Non-Competing Brands**") for the purpose of in Film promotion, out Film promotion and marketing and/ or co-branded marketing and promotions. The Producer is informed by the Artist that at present, the Artist is not endorsing any brands, products, services and trademarks. However, in the event the Artist starts endorsing any brands, products, services and trademarks, then the provisions under this Agreement pertaining to Artist Brands shall apply (**"Artist Brands**")**.**

2.17 The Artist shall keep informed the Producer, in writing (emails permitted), of all the brand endorsements and/ or associations contracted by her from time to time during the Term hereof within a period of 14 (fourteen) days, of any such new brand endorsements/ brand associations agreement, which shall form part of the Artist Brands. The Parties agree that whenever the Artist is required by the Producer for in-film/out-film brand's promotion/co-branded promotions with a Non-Competing Brand, the Artist agrees to promote and/or be associated and participate with such Non-Competing Brand marketing and promotions during the Term of this Agreement. Such out-film brand promotions/co-branded promotions shall form a part of the 10 (ten) publicity/marketing days as detailed under Clause 2.4.4. The Producer agrees that in the event it ties up with a brand that competes with the Artist Brands (**"Artist Competing Brands**") in the Film, it shall inform the Artist of the same and Producer agrees and undertakes that it shall not in any manner portray any kind of endorsement/association/interaction in the same frame as the Artist Competing Brand and/or portray any kind of direct endorsement/association/interaction, between the Artist and such Artist Competing Brand(s). The Artist agrees that unless the Artist informs the Producer of any new brand endorsements/ brand associations entered into by her within 14 (fourteen) days of execution of such brand endorsement/ brand associations agreements, any brands not informed

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by the Artist as per the terms hereof shall be considered as Non-Competing Brands and the Producer shall be free to associate with such brands in relation to the Film. However, in the event the Shooting Period of the Film has commenced and thereafter the Artist ties-up with a competing brand, (i.e. competing vis a vis the brands that have been tied-up by the Producer for such Film), then the Producer shall not be required to make any changes in the in-film tie-ups for such Film and the Film shall be completed in the manner deemed fit and necessary by the Producer. The Artist also agrees that as a part of the Film, the Artist along with the other co-actors, Producer and Director of the Film shall be available for the promotion and marketing of the Film through the Film's brand tie-ups, as required by the Producer, as per the terms hereof.

2.18 The Artist is aware and the Producer agrees and confirms that the Producer will be taking such necessary steps to ensure safety of the Artist on shoot locations and shall fully cover the Artist for Covid-19 during production of the Film under the Covid policy for the Film taken for the rest of the cast and crew of the Film, while the Artist is rendering her Services for the Film as per the Production Schedule and/or any revisions thereto. In the event of the Artist shows any symptoms of Covid-19 during active production on set and/or while engaged in in-person activities as specified by the Producer for the Artist in relation to the Film, the Producer will provide the Artist with the proper medical treatment and facilities, if so required. In the event of the same, the Artist shall not have the recourse or right to hold the Producer liable, except as covered above. Furthermore, the Artist shall ensure that she takes reasonable care of her safety off-shoot to ensure that there is no delay caused to the Production Schedule (and revisions thereto) and if there occurs any such injury and/or damage off-shoot, the Artist herself shall be liable for the same.

2.19 The Artist acknowledges, agrees and confirms that: (i) the Artist shall be engaged only for the immediate next/subsequent film of the Neeyat film universe/franchise after the Film ("**Subsequent Film**"); and (ii) the commercial terms of such engagement of the Artist for the Subsequent Film shall be mutually decided by the Parties in writing at the relevant time. The Artist further agrees and confirms that all the creative decision rights with respect to the Subsequent Film shall be decided by the Producer in its sole discretion.

3 CONSIDERATION

3.1 In consideration of the Artist's full, complete and timely performance of the Services being rendered under this Agreement, and all obligations by the Artist as per the terms of this Agreement, the Producer shall pay the Artist a total consideration of INR 11, 00,000/- (Indian Rupees Eleven Lakhs only) ("**Consideration**") plus applicable Goods and Service Tax ("**GST**") as determined by the Producer.

3.2 The said Consideration shall be payable in installments as detailed below:

(i) 25% of the Consideration shall be payable upon complete execution of this Agreement by the Parties;

(ii) 25% of the Consideration shall be payable upon commencement of shoot of the Artist's part in the Film;

(iii) 40% of the Consideration shall be payable upon completion of the shoot of the Artist's part in the Film;

(iv) 10% of the Consideration, shall be payable upon completion of dubbing of the Artist's part in the Film or the completion of the Post-Production Period, whichever is earlier;

3.3 All the payments made in relation to the Consideration are subject to tax deducted at source under the provisions of Income Tax Act, 1961 or any other applicable legislation. All statutory and taxation liabilities in respect of the payments hereunder shall be paid solely by the Artist. The Consideration shall be paid to the Artist as per the above-mentioned tranches within 15 (fifteen) working days of receipt of a valid and correct invoice from the Artist by the Producer.

3.4 The Artist agrees and acknowledges that the Consideration shall be adequate for the performance of all Services and obligations by the Artist and the grant of rights to the Producer under this Agreement. It is further agreed between the Parties that the Consideration shall be an all-inclusive fee i.e. no separate payment towards any applicable taxes (save and except applicable GST as stated herein) will be made to the Artist by the Producer. In the event any out of pocket expenses are to be borne by the Artist for and in relation to the Services and the Film, then only such expenses that have been pre-approved by the

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Producer (in writing – emails permitted) shall be reimbursed by the Producer subject to submission of genuine bills/ vouchers in respect of such out of pocket expenses and the decision of the Producer in respect thereof shall be final and conclusive.

3.5 The Artist represents that it has a valid GST registration and warrants that it shall pay the applicable GST amount to the appropriate government authority within the prescribed timelines and in compliance with any law for the time being in force with respect to the same, mentioning all appropriate and relevant information on the GSTN platform , which enables the Producer to claim timely credit (i.e. in its GST return for the month in which the applicable invoice is raised on the Producer, in the appropriate GST registration. In the event the credit of GST is not granted or denied to the Producer under its appropriate GST registration under the applicable laws for non-payment/delayed payment of taxes charged or on account of any non-compliance by the Artist (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate GST to appropriate government/incorrect submission of information on the GSTN Platform), then the Artist shall rectify the said non-compliances/ errors to ensure that the Producer gets the credit in the subsequent month. In the event the non-compliance/ error is not rectified by the Artistas above and the Producer is required to pay any penalty to any government authority, or suffers other damages/losses, the Artist shall indemnify the Producer for all such costs, penalties, losses, damages incurred by the Producer.

3.6 The Consideration to be paid to the Artist shall be subject to deduction of applicable/withholding taxes at source under the provisions of the Income Tax Act, 1961. The Artist agrees that if the Artist is covered under the category of specified persons as per section 206AB of the Income Tax Act, 1961, the rate of tax will be deducted at 5% or double the rates in force whichever is higher. The Producer shall furnish the Artist with a TDS certificate for each tax deducted at source within statutory timelines.

3.7 The Artistconfirms that she shall take all necessary steps and/or actions for the timely and accurate recording, uploading of invoices and /or debit notes raised on the Producer, and file its returns as required under law, so that the Producer is eligible to view such GST input credit. In the event the Producer has paid the Artistthe value of the invoice raised by the Artist, but subsequently the GST input credit mentioned in such invoice is denied to the Producer due to any incorrect compliance attributable to the Artistand remains unrectified by the Artistwithin the time allowed under law, the Producer is entitled to if such input credit denied to the Producer and any interest penalty levied on the Producer by the GST authority due to incorrect compliance attributable to the Artist, have the authority to recover from the Artistsuch interest amount and due GST.

3.8 Further, the Parties agree and confirm that as and when there is any change in the GST rules, acts, regulations on input credit (which are available in public domain as on the date of signing this Agreement), the Parties shall discuss the provisions relating to the same and may enter into an amendment agreement, if required, to address each other's concerns in relation to such compliance.

3.9 The Producer represents that it has a valid TDS registration and warrants that it shall pay the applicable TDS amount to the appropriate government authority within the prescribed timelines and in compliance with any law for the time being in force with respect to the same. Further, the Producer shall provide the Artist with the appropriate TDS certificate in a timely manner subject to the Producer receiving the same). In the event the credit of TDS is not granted or denied to the Artist as per applicable laws for non-payment/delayed payment of taxes charged or on account of any non-compliance by the Producer (including but not limited to non-filing of information, non-filing of returns, non-payment of appropriate TDS to appropriate government / incorrect submission of information), then the Producer shall rectify the said non-compliances / errors to ensure that the Artist gets the appropriate credit In the event, the non-compliance/ error is not rectified by the Producer as above, and the Producer is required to pay any penalty to any government authority, or suffers other damages/losses, the Producer shall indemnify the Artist for all such costs, penalties, losses, damages incurred by the Artist.

3.10 The Producer shall not be liable to pay any other consideration, reimbursements etc. other than as mentioned hereinbefore to the Artist under this Agreement. The Artist shall be entitled to royalties as per Applicable Laws. The Producer and/or its assignees shall not be liable to pay any royalty to the Artist under this Agreement; however, the Artist shall have the right to collect the same directly from the registered/applicable copyright societies.

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4 OWNERSHIP OF RIGHTS

4.1 All works/products resulting from the Services rendered and proposed to be rendered by the Artist under this Agreement ("**Works**") hereunder shall at all times constitute and shall be deemed to constitute works-made-for-hire/ commissioned works developed at the instance of the Producer in accordance with the Copyright Act, 1957 (as amended from time to time) under a 'contract of service' as per Section 17 (b) and (c) of the Copyright Act, 1957 (as amended from time to time) and the Producer shall be the first and exclusive owner of all rights including but not limited to Intellectual Property Rights and copyright in the Services for all purposes, for the entire Territory and in perpetuity and shall have the exclusive right to exercise all rights comprised in copyright in the Works in accordance with Section 14 of the Copyright Act, 1957 (as amended from time to time) or any other equivalent provision thereof.

4.2 The Artist further acknowledges that the Producer shall be the sole and exclusive owner of Intellectual Property Rights, derivate rights i.e. right to produce remakes, adaptations, prequel, sequel, script for cinematograph film, comic books, make for home video productions, television productions, shots, commercial works, stage plays, action figurines, novels, internet websites, games, etc. of the Film, in the entire Territory and in perpetuity.

4.3 Without prejudice to aforesaid, the Artist hereby exclusively, unconditionally and irrevocably assigns all rights including but not limited to Intellectual Property Rights and copyrights in the Works resulting from the Services that will be rendered by the Artist exclusively in favor of the Producer, for the entire Territory and in perpetuity and the Artist agrees and acknowledges and makes all necessary declarations confirming the aforesaid at the Producer's costs and efforts. Such assignment shall operate for all the modes, media and formats of exploitation in respect of the Services including the Modes, Media and Formats mentioned under Clause 1.1.18 hereinabove and the Artist hereby expressly acknowledges the sufficiency of the Consideration towards the assignment of the rights for exploitation of the Works on all the Modes, Media and Formats of exploitation.

4.4 It is agreed by the Parties that provisions of Section 19(4) and 19A read with Section 30A of the Copyright Act, 1957 (as amended from time to time) shall have no application or effect on the terms of this Agreement. The Artist hereby acknowledges and undertakes that the assignment of copyright in the result of the Services as granted herein is not and will not be contrary to the terms and conditions of the rights already assigned to a copyright society in which the Artist is/shall be a member.

4.5 Without prejudice to the generality of the foregoing, the Producer 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 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 Producer may desire in its sole discretion subject to Clause 2.9.

4.6 Producer shall have the sole right to exercise such editorial rights in relation to the Work as shall be necessary and deemed fit by Producer which shall include but not limited to increasing / shortening the length of the Film and/or to re-write / modify the same, including the Artist's parts in the said Film subject to Clause 2.9.

4.7 The Artist hereby agrees that the rights of the Producer shall also include the right to exclusively and perpetually use and exploit throughout the Territory in relation to the Film, the (i) sobriquet, (ii) autograph, (iii) likeness, (iv) photograph, (v) portrait, (vi) caricature, (vii) voice, (viii) silhouette (both real life and as in the Film), (ix) biography of the Artist, (x) any other attributes of the Artist for the purposes of commercial exploitation and/or in connection with 'behind the scenes' and such other additional audio-visual content in connection with the Film and free and clear of any and all claims for royalties, residuals or other compensation whatsoever and/or advertising, merchandising and publicity matters pertaining to the said Film, for any purpose, commercial and/or non-commercial on any Modes, Media and Formats as detailed including but not limited to television /radio shows, souvenir programs, commercial tie ups, paperback editions of the literary property directly relating to and on which the Film is based, or any sound recording or any other emerging forms and formats . It is also expressly clarified that the Producer can merchandise the character of the Artist in the Film for commercial gain at its sole discretion. Without limiting the foregoing, the Producer will share with the Artist a set of still photographs for her one - time approval which the Producer intends to use in publicity or advertising/ marketing materials or promotions of the Film and the Artist will be required to approve/ disapprove minimum 50% (fifty percent) of such

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still photographs submitted to Artist within 5 (five) days from submission of such photos (the "**Approval Period**"). If the Artist fails to respond during such Approval Period, the Producer may select in its sole discretion, the requisite number of stills needed and the same will deem to be approved by the Artist. Notiwthstanding anything to the contrary mentioned in the Agreement, all final rights with respect to any and all promotional, advertising and marketing material and images to be used for the same shall vest with the Producer at all times.

4.8 The Artist irrevocably and unconditionally waives all rights in respect of the said Film including the following rights or any other similar benefits to which Artist is presently entitled to pursuant to any law in force or which may accrue to Artist under a similar doctrine, principle or law, to the extent permitted by such doctrine, principle or law:

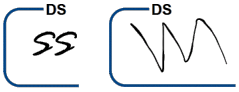
4.8.1 Performer's rights under Section 38, 38 (A) (1) of the Copyright Act, 1957 (as amended from time to time) and Rule 68 of the Copyright Rules, 2013 or any amendment thereto including but not limited to the right to reproduce the performance in any material form including the storing of it in any medium by electronic or other means; Issue copies of the performance to the public including copies of Records (both audio and audio-visual) of such performances in any format and parts; Communication of the performance to the public in any format; Sell or give on commercial rental or offer for sale or for commercial rental any copy of a recording of the performances in any format; Broadcast or communicate the performance to the public by any Modes, Media and Formats; right to use and permit others to use the Artist's name, photographs and other likenesses of Artist, and biographical material concerning Artist in connection with the exploitation of any or all of the masters and recordings made under this Agreement; and

4.8.2 Moral rights granted to the performers under Section 38B of the Copyright Act, 1957 or any amendment thereto.

4.9 The Artist hereby undertakes at the sole costs of the Producer, to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Producer in its sole discretion in order to secure, protect, perfect or enforce any of the rights of the Producer pursuant to this Agreement. In the event the Artist fails to do so within 10 (ten) business days of receipt of a request from the Producer to do or perform an act or execute a document, the Producer shall be entitled to exercise the same in place of the Artist as the lawful appointed attorney and the Artist undertakes to affirm, ratify and be bound by such exercise of the right by the Producer under the provisions of this clause.

4.10 The Artist hereby grants to the Producer the right to use the name of the Artist in credits, advertising, publicity and any other exploitational or promotional material in respect of the said Film as per the terms of this Agreement.

4.11 Without limitation to the foregoing, the Artist is aware and hereby acknowledges that new rights in addition to the rights assigned to the Producer herein may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "**New Exploitation Rights**"), and Artist is also aware and does hereby acknowledge that new (1) technology, (2) uses, (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition or performance (hereafter the "**New Exploitation Methods**") are being and will inevitably continue to be developed in the future, which would offer new opportunities for exploiting the works. In the event the Artist has any rights in and to the Works including New Exploitation Rights and New Exploitation Methods that cannot be assigned to the Producer by operation of law as provided above and cannot be so waived, the Artist, in lieu of the Consideration, the sufficiency of which is hereby acknowledged by her, hereby grants to the Producer an exclusive, irrevocable, worldwide, license in perpetuity to reproduce, distribute, modify, publicly perform and publicly display, with the right to sublicense and assign such rights in and to the Producer, including without limitation, the New Exploitation Rights and New Exploitation Methods in relation to the Works. The Artist hereby agrees that she shall not assign or in any other manner transfer any rights in such New Exploitation Rights and New Exploitation Methods in the Works without offering for assignment of New Exploitation Rights and New Exploitation Methods for the Territory and in perpetuity to the Producer, failing which any other payments payable under the present Agreement or payable under any applicable law shall not be payable and if already paid to the Artist by the Producer the same shall be paid back by the Artist to the Producer. The Artist agrees that the consideration payable for such assignment shall not



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exceed the rates payable as per established Industry practices and norms for similar arrangements. The Artist hereby agrees and acknowledges that any form of assignment or transfer of any rights, title and interest in any New Exploitation Rights and New Exploitation Methods in the Works to any third party in breach of the Artist' s obligations contemplated herein, shall be null and void *ab initio* and shall constitute a material breach of this Agreement. To the extent any of the foregoing provisions is ineffective under applicable laws, Artist hereby provides and shall provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing. The Artist shall confirm any such ratifications and consents from time to time as requested by the Producer. For the purpose of this Clause 4, the terms 'Broadcast', 'Communication to the Public', 'Performance', 'Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as is defined in the Copyright Act, 1957 (as amended from time to time) and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

4.12 Except for the Consideration as set out in this Agreement, the Artist is not and shall not at any time hereafter become entitled to receive any part of the revenues or profits generated from the exploitation of the Film or otherwise, in any manner, medium of format whatsoever.

4.13 This Clause 4 shall survive the termination/expiry of this Agreement.

5 REPRESENTATION AND WARRANTIES

5.1 The Producer hereby represents and warrants that:

5.1.1 The Producer is a company duly organized, validly existing and in good standing under the Applicable Laws;

5.1.2 The execution and performance of this Agreement is within the power of the Producer and has been duly authorized by the Producer.

5.1.3 The Producer will take the adequate permissions for the shooting and production of the Film.

5.1.4 The Producer shall not make any defamatory remarks against the Artist and/or portray in a manner that is defamatory against the Artist during the term of this Agreement and at any time thereafter.

5.1.5 The Producer shall be in compliance with the Prevention of Sexual Harassment Act, 2013 and shall set up an internal committee set up to address any complaints brought to it by any persons either working for Artist and/or the Producer and/or at Producer's office and/or such persons who shall visit Producer's office.

5.2 The Artist hereby represents and warrants that:

5.2.1 The Artist is fully competent and has the capacity and authority to execute and conclude the terms of this Agreement;

5.2.2 The Artist shall be personally liable for the performance of her obligations stated in this Agreement;

5.2.3 The Artist is not and shall not be subject to any conflicting obligation or disability under any other agreement which will prevent or interfere with the due execution and performance of the Artist's Services and obligations during agreed Term of the Agreement;

5.2.4 The Artist shall co-operate with the Producer, and its employees and representatives, to facilitate the timely and satisfactory rendition of her Services for the said Film;

5.2.5 As on Execution Date the artist is in a state of good health and shall take all reasonable practical steps necessary in order to maintain such state and ensure the full and proper performance of the Services and the obligations of the Artist as per the terms of this Agreement;

5.2.6 The Artist shall not use defamatory remarks for the Producer and/or its assignees, Director and other actors connected with the Film with the Film;

5.2.7 The Artist shall not behave in such a manner as to offend the community or public morals which restricts/prevents the successful completion and exploitation of the Film and the Artist shall at all times throughout the engagement respect public conventions and morals;

5.2.8 The Artist shall make herself available for providing the Services on such number of days and at such times as per the terms herein to the best of the Artist's skill and ability and in accordance with the Production Schedule as stated in this Agreement. In the event of the Artist being the recipient

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of any recognition or award for as "Artist" of the Film, the Artist shall on a best effort basis acknowledge that the said Film is produced by Producer and directed by the Director;

5.2.9 The Artist shall not exploit for her commercial gains, any of the characters, story, Script, screenplay, musical score, lyrics, dialogues, footage or special effects (and/or any adaptations thereof) that are created for the Film irrespective of the fact that such character was portrayed by the Artist in the Film or the Artist had rendered creative services in respect of the story, Script, screenplay, musical score, lyrics, dialogues, footage, special effects or adaptations;

5.2.10 The Artist is not now, and will not become, during the course of her engagement hereunder, a member of any collective bargaining organization which would restrict or limit the Artist's right to enter and fully perform the Agreement in accordance with the terms hereof, and as on Execution Date there are no pending litigations, actions, proceedings claims, lien or encumbrances pending or threatened against her which prevents her from rendering services contemplated hereunder. The Artist further confirms that no proceedings are pending before any Court of Law or before any quasi-judicial bodies not limited to any film trade association, film distributors association or any governmental authorities that may in any manner restrict or impair or create any impediments in her rendering services for the Film;

5.2.11 The Services performed by the Artist in connection with the Film will be subject solely to the terms of this Agreement irrespective and notwithstanding the Artist's membership, if any, to any union or guild or collective bargaining agreement. Artist's membership to any union or guild or collective bargaining agreement shall not apply to the Film or the Services rendered herein;

5.2.12 That all material created, added, interpolated and/or submitted by the Artist for or to Producer shall be as per the terms of this Agreement and wholly original with and shall not infringe upon or violate any copyright;

5.2.13 The Artist specifically warrants that during the Shooting Period she shall maintain and not make any adverse changes to her body-weight, configuration of her hair (style and/or color), facial appearance as to remain constant with the requirements of the Producer and the Director of the Film in connection with the requirements of the Film and the Role during the Production Schedule and/or revised Production Schedule;

5.1.1 The Artist warrants that she shall be in compliance in all Applicable Laws and shall not indulge in any act(s), which are outside the parameters of any laws which may be in force in India; , including but not limited to, the Indian Penal Code, 1860 and the Narcotic Drugs and Psychotropic Substances Act, 1985; The Artist further acknowledges that the Artist shall not in any manner during the entire Term engage in and/or a chargesheet is filed against for any illegal/ immoral activities including use of any narcotics/ banned substances and if named in any investigation for either consumption or otherwise dealing with drugs/ banned substances and/or in relation to any illegal/ immoral activities, then Producer shall have the right to immediately dissociate itself from the Artist and also have the right to immediately suspend/ terminate this Agreement;

5.2.14 The Artist shall not in any manner whatsoever circumvent or otherwise frustrate the intent of this Agreement;

5.2.15 The Artist hereby represents and warrants that the Artist shall not at any time during the Term of this Agreement do any act which shall bring the Producer into public disrepute which prejudices the exploitation of the Film.

5.2.16 The Artist understands that Producer is in full compliance with the Prevention of Sexual Harassment Act, 2013 and has zero tolerance towards any form of sexual harassment as defined under the aforementioned act. Further, Producer has an internal committee set up to address any complaints brought to it by any persons either working for Producer and/or at Producer's office and/or such persons who shall visit Producer's office. Pursuant to the Artist's engagement with Producer, the Artist shall fully and strictly comply with the policies of Producer with respect and the terms of the Prevention of Sexual Harassment Act, 2013, by viewing the details of this act on http://wcd.nic.in/act/handbook-sexual-harassment-women-workplace.

5.2.17 The Artist shall follow all safety measures in relation to the novel coronavirus disease ("**COVID 19**") including but not limited to all directions, rules, regulations, guidelines or circulars issued by the Central or State Government and/or any of its authorized bodies, departments, organizations,

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etc. (collectively "**Government Guidelines**") and/or mandated by Producer and shared with the Artist in writing, and shall promptly notify Producer in case she shows any symptoms of COVID 19. The Artist confirms that she understands that despite Producer putting in place measures to prevent the spread of COVID 19, Producer cannot absolutely guarantee that the Artist will not become exposed and/or infected with COVID 19, and in this regard, the Artist agrees, undertakes and confirms not to hold Producer and/or its subsequent assignees responsible in any manner whatsoever The Artist further confirms that she understands the risk of becoming exposed to and/or infected by COVID 19 may result from the actions, omissions, or negligence of surrounding personnel who have no connection whatsoever with Producer and that are outside the reasonable control of Producer, and that Producer may not be able to trace the origin of the exposure and/or infection.

6 CREDIT

6.1 Subject to the performance of the Services by the Artist, in accordance with the terms and conditions of this Agreement, the Producer agrees to accord a solo single slate credit in the form of "Thank You" or "Special Thanks" as the first credit in the end credits of the Film

6.2 Further, it is agreed and confirmed that the Producer shall accord the following credits as well: (i) Manager to Shefali Shah: Monica D'souza, TULSEA; in such manner and format as shall be decided by the Producer in its sole discretion.

6.3 All decisions relating to the form, font, size, style, nature, placement, manner, etc. of credits and the finalization of the credit titles and the title scroll shall, at all times, be the sole prerogative of the Producer and shall be as per the terms of this Agreement. It is clarified that in the event of termination of this Agreement for breach, the Producer shall not be required to give any credits to the Artist, however if the Producer uses any Services or proceeds of the Services of the Artist in the Film, the Producer shall accord due credits to the Artist as per the terms of this Agreement.

6.4 The Artist agrees that any inadvertent failure by the Producer or any other person or entity, to accord credit to the Artist shall not be deemed a material breach and the Artist shall not have any right of injunction for any failure to accord credit, and also agrees to be bound by the custom and decision of Producer of the Film as to exclusions and exceptions to the allocation of credits. The Producer will take all measures to remedy the credit failure on a prospective basis within 72 (seventy-two) hours of such failure being brought to the notice of the Producer, in writing, where the prints are directly in control of the Producer. For prints of the Film that are not directly within the Producer's control, the Producer will intimate the third parties which are in direct control of the prints of the Film within 24 (twenty-four) hours of such failure being brought to the notice of the Producer, in writing.

7 CONFIDENTIALITY

7.1 The Artist hereby undertakes not to disclose, reveal or make public except with the prior written consent of Producer, any information whatsoever concerning the production of the said Film and the Services to be rendered hereunder including any financial information relating to the said Film, the business of the Producer and this Agreement including its contents and keep strictly secret and confidential the Script, screenplay, storyline, engagement of key personnel, star cast, producer, budget, and other financial details, artistic content, characterization and treatment of the said Film. Further, the Artist shall not keep or take or publish any record written or otherwise relating to the said Film or any photographs of persons working on the said Film or of any matter or thing connected with the production of the said Film ("**Confidential Information**").

7.2 It is expressly clarified that the Artist shall not make any public statement or press statement or provide any interviews in connection with the Confidential Information without the prior written approval of the Producer. However, the Artist shall be entitled to make incidental non-derogatory statements in relation to her involvement with the Film post the official announcement towards the Film and the Artist's involvement in the Film has been made by the Producer without disclosing any Confidential Information in any manner whatsoever and in line with the marketing brief provided to the Artist by the Producer.

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7.3 However, the above-mentioned clauses relating to Confidential Information shall not apply in the following cases:

(i) If the Confidential Information is in the public domain on the date of receipt of such information by the Artist;

(ii) If the Confidential Information was known or available to the Artist on the date of its receipt from the Producer otherwise than by way of its receipt from the Producer;

(iii) If the Confidential Information is required to be furnished by law or by any court order or order of any other regulatory authority.

7.4 Provided that in the case mentioned in sub - clause 7.3 above, the Artist shall give the Producer prompt notice of such requirement so that the Producer may seek a protective order or other appropriate remedy in respect thereof. If such protective order or other remedy is not obtained, Artist will exercise reasonable endeavors to attain assurances that confidential treatment will be accorded to such Confidential Information so disclosed.

7.5 The Artist shall keep in a safe and secure place all documentation including but not limited to the Works including story, Script and screenplay, personal notes or research material relating to the Works or the Film or its subject matter including all permissions, consents, releases and other documentation relating to the foregoing and shall deliver the same to the Producer on demand without any demur or protest.

7.6 The Producer shall not disclose, reveal or make public except to its employees or its financial and legal consultants or in furtherance to this Agreement on a confidential basis the commercial terms including Consideration with respect to this Agreement.

7.7 This Clause 7shall survive termination/expiry of this Agreement in perpetuity.

8 FORCE MAJEURE EVENT

8.1 Neither Party shall be considered liable for the non-performance of any of their obligations set forth under this Agreement when the non-performance thereof has been caused due to an event or a combination of Force Majeure Events.

8.2 If, by reason of Force Majeure Event, the Producer is materially prevented from or materially hampered in the production of the Film, then the Producer may postpone the commencement of or suspend the operation of this Agreement and the rendition of Services by the Artist for such time as the Force Majeure Event shall continue. No Consideration shall accrue or become payable to Artist hereunder during the period of such suspension, except to the extent already due and payable to the Artist until such date of Force Majeure Event in accordance with the terms of this Agreement. The Artist agrees that after the Force Majeure Event period ends and/or the Producer is able to re-commence production, the Artist shall co-operate with the Producer and provide her Services to the Producer as per the terms herein to complete the Services for the Film as per the terms of this Agreement.

8.3 Additional break and suspension: It is further clarified that the Producer shall be entitled to determine the start date of the Services and push/suspend the start date and the production of the Film and rendition of Services as per its sole discretion for any reason whatsoever including but not limited to a Force Majeure Event or a production hiatus and/ or a schedule break or default of the Artist and no compensation will accrue or be payable hereunder to the Artist during any such period of suspension and all monies due and payable for the Services rendered by the Artist per the tranches as mentioned under Clause 3 of this Agreement prior to such suspension shall be paid as per the terms hereof. The Artist agrees that after the suspension is lifted and/ or the schedule break is ended by the Producer in its sole discretion and the Producer is able to re-commence production of the Film, the Artist shall provide her Services to the Producer dates as mutually agreed between the Parties, in order to complete the Services for the Film as per the terms of the Agreement, with the express understanding that upon intimation from the Producer in writing (emails permitted) regarding the recommencement of the production/shooting of the Film, the Artist shall provide her dates within a maximum period of six (6) months of such request; which shall be intimated by the Artist within the next one (1) week from date of such written intimation by the Producer to the Artist to render her Services for the Film as per the terms of this Agreement to ensure timely completion of the Film. Notwithstanding the above, the Artist shall, till the completion of shoot intimate the Producer within one (1) week of any dates which shall be blocked for any other project.

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9 ARTIST'S INCAPACITY

9.1 If by reason of the Artist suffering any facial or other physical impairment, or illness including Covid 19, or disfigurement materially detracting from her appearance or ability to perform her Role hereunder; or by reason of mental or physical disability of the Artist or any immediate family member of the Artist, the Artist shall be incapacitated from performing or complying with any of the material terms or material conditions hereof for a consecutive period/ or an aggregate period in excess of 15 (fifteen) days during the Term of this Agreement save and except during Shooting Period wherein the Artist is incapacitated as stated herein for a period of 5 (five) days or more extended to 15 days in the event of Covid 19 ("**Artist Incapacity**"), then the Producer shall have the right to terminate this Agreement forthwith in accordance with Clause 10.2.4.

9.2 Right of Examination: If any claim of mental or physical disability is made by the Artist or on the Artist's behalf, the Producer shall have the right to have the Artist examined by such physicians as the Producer may designate at its own costs and efforts.

9.3 In the event of the Artist's Incapacity, the Artist agrees to co-operate with the Producer and provide such additional dates as required by the Producer on a priority basis post conclusion of the Artist's Incapacity to complete the Film at the earliest.

10 TERM AND TERMINATION

10.1 This Agreement shall commence from the Effective Date and shall continue to be in force until the full and complete performance of all the Services, obligations, undertakings and warranties of the by either Party under this Agreement as per the terms of this Agreement "**Term**"). However, the assignment of copyright in the results of the Services as granted under Clause 4 herein shall be valid and subsisting in perpetuity.

10.2 **Grounds of termination:** This Agreement may further be forthwith terminated at any time by the Producer upon the occurrence of any of the following events:

10.2.1 If the Artist breaches any of her obligations, representations and warranties under this Agreement and does not remedy such breach within 15 (fifteen) days which will be reduced to 5 (five) days during the Shooting Period after receiving notice of such breach by the Producer;

10.2.2 The Artist committing any act or omission which may prejudice the Film and/or reputation of the Producer in any manner whatsoever;

10.2.3 The continuation of a Force Majeure Event or a combination of Force Majeure Event/s for more than 30 (thirty) days;

10.2.4 The continuation of Artist's Incapacity as contemplated in Clause 9.1 above;

10.2.5 The production of the Film being cancelled, abandoned or indefinitely postponed for any reason whatsoever;

10.3 The Artist shall be entitled to terminate this Agreement in the following circumstances:

10.3.1 In the event the Producer fails to make any payments of the Consideration as per the terms of this Agreement and same is not cured within 15 (fifteen) days after the receipt of a written notice from the Artist.

10.4 Consequences of termination:

10.4.1 The Producer shall be released from all further obligations under this Agreement;

10.4.2 The Artist shall with immediate effect return any/all material, personal notes and any other material, Scripts, story, screenplay, dialogue drafts, etc. as may be provided by the Producer to the Artist for the purpose of rendering her Services hereunder;

10.4.3 The termination of this Agreement shall not affect the Producer's ownership or enjoyment of the Intellectual Property Rights in and to the Film, and all or any other rights granted to the Producer under

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this Agreement including all rights relating to the Film and the proceeds of the Services provided by the Artist;

10.4.4 In the event the Agreement is terminated for any reason the Artist shall be entitled to (receive pro- rata payment of Consideration for the Services provided by the Artist until the date of such termination, in accordance with the payment schedule as stated in the Agreement and such payment shall be full and final and the Producer shall not be liable to make any further payments towards the Artist's Consideration

10.4.5 The Producer shall be entitled to engage any third party in relation to the Services and/ or the complete the Film with a double or engage any third party to dub for the Film subject to compliance of the consequences of termination as stated herein n.

10.4.6 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.

10.4.7 It is stated herein that the Producer shall not, at any time entitled to exploit and/or benefit from the results and proceeds of the Artist's Services prior to adherence of its payment obligations as per the terms of this Agreement.

11 INDEMNITY

11.1 The Artist hereby undertake to indemnify and keep fully indemnified, at all times, the Producer, including its assignees, licensees, officers, employees, or agents, from and against all actions, proceedings, claims, demands, costs including legal costs, awards, damages arising directly or indirectly as a result of:

a) a willful act or omission of the Artist arising out of any material breach of this Agreement or in connection with the omission of the Artist in exercising her rights and obligations under this Agreement;

b) any breach or non-performance by the Artist of any of the terms, undertakings, representations, warranties or obligations under this Agreement and/or

c) any third-party claims that may arise due to the infringement, impairment or dilution of the rights of such party by the Artist in the course of rendering the Services under this Agreement.

11.2 In the event the Artist receives any legal notice or faces any third - party claims or is made a party, defendant or co-defendant to any action/ claim arising in connection with the Film, save and except where the Artist is in breach of the terms of this Agreement and for any claims for which the Artist is indemnifying the Producer under Clause 11.1, Producer shall at its sole cost, expense and risk defend, pay and settle such claims and actions, provided: (i) the Artist immediately notifies the Producer about such claims/notices along with a copy of all the correspondence and other documents/information pertaining to the same, if any; (ii) the Artist fully co-operates with the Producer with respect to the same and the Artist and/ or her representatives do not make any remarks, statements or submissions regarding or in relation to such claims/notices without the prior written approval of the Producer.

11.3 To the fullest extent permitted by applicable laws, each Party hereby waives all claims against the other Party, and its affiliates, distributors or financiers for any indirect, incidental, punitive, and consequential damages, including loss of profit.

11.4 The Producer shall not be liable to the Artist for any kind of losses, harm and injury caused to the Artist while rendering her Services for the Film under this Agreement including loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill and/or any pure economic loss, costs, damages, charges or expenses.

12 REMEDIES

12.1 Notwithstanding any other provision of this Agreement, the Artist hereby agrees and acknowledges that her sole remedy for any breach by the Producer shall be an action at law for damages and further such damages are fully adequate to compensate it in the case of any such breach by the Producer hereunder. The Artist agrees that she shall not seek or be entitled to rescission, injunctive or other equitable relief.

12.2 However, since it is understood that the Artist's services are special, unique, unusual, extraordinary and of an intellectual character, giving them a peculiar value, which cannot be compensated in monetary terms

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or damages, the Producer is entitled to seek equitable relief against the Artist in respect of performance of the Artist's obligations hereunder.

12.3 Without waiving any of the Producer's rights or remedies under this Agreement or otherwise, the Producer may from time-to-time record by action any damages arising out of any breach of this Agreement by the Artist and may institute and maintain subsequent actions for additional damages which may arise from the same or other breaches.

13 JURISDICTION AND GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of India and shall be subject to the exclusive jurisdiction of the courts in Mumbai.

14 MISCELLANEOUS

14.1 **Notices:** All notices given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses, as stated hereinabove, in this Agreement, by way of registered post or courier. The Parties may, from time to time, change their respective addresses or representatives for receipt of notices, by giving to the other Parties not less than 7 (seven) days prior written notice.

14.2 **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.

14.3 **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.

14.4 **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.

14.5 **Waiver:** The failure of the either 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 such 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 such Party at law or in contract save and except as set out in this Agreement.

14.6 **Severability:** In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable laws, 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 been 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.

14.7 **Cumulative Rights:** All rights and remedies granted hereunder to the Producer are in the cumulative and not alternative to each other and the Producer may exercise one or more of such rights and remedies in conjunction with the other.

14.8 **Assignment:** This Agreement is non-assignable by the Artist. However, the Producer and any subsequent assignee may freely assign this Agreement and grant its rights and/or obligations hereunder, in whole or in part to any third party provided such third party subsumes all of the Producer's payment obligation herein.

14.9 **No Guild or Association:** The Artist hereby acknowledges and agrees that neither this Agreement nor Services in connection with the Works/Film shall be subject to the jurisdiction of any collective bargaining agreement or union or guild in any territory throughout the world, and the Artist hereby expressly waives any right the Artist would otherwise have, to raise any grievance, or otherwise invoke the jurisdiction of,

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any such union or guild. While the Works/Film is not contemplated to be subject to any collective bargaining agreement, Producer shall have the right to assign this Agreement to any company that is a signatory to a collective bargaining agreement.

14.10 **Survival:** The clauses which by their very nature should survive the termination or early expiry shall survive the termination/expiry of the Agreement.

14.11 **Stamp Duty:** Stamp Duty and /or registration charges in respect of this Agreement shall be borne and paid by the Producer.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

SIGNED AND DELIVERED by the withinnamed "**Producer**"
ABUNDANTIA ENTERTAINMENT PRIVATE LIMITED

DocuSigned by:
A96066BF7287481...

Authorized Signatory

SIGNED AND DELIVERED by the withinnamed "**Artist**"

DocuSigned by:
Shefali Shah
7982C175953144A...

MS. SHEFALI SHAH

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ANNEXURE –I
TENTATIVE PRODUCTION SCHEDULE

1. **Pre - Production Period:** As mutually agreed
2. **Shooting Period for the Artist:** 30th and 31st May 2022
3. **Post - Production Period:** As mutually agreed

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ANNEXURE-II
MODES, MEDIA AND FORMATS

"**Modes, Media and Formats**" of exploitation of the Works shall include but shall not be limited to the following and for the territory of the Universe and in perpetuity, viz.:

(i) in 35 mm and all other sizes/ formats of cinematograph exhibition in theatres, all television, video, satellite, internet, digital and cable rights and all other rights (including re-issue rights), for the purpose of exhibiting, broadcasting or exploiting in any manner whatsoever, by the use of any method and/or technology, in whatsoever manner;

(ii) the right to incorporate result of the Services in the prequels, sequels, remake, etc. of the Film;

(iii) non-theatrical, commercial, television including terrestrial television rights, Pay TV rights, Free TV rights, satellite television rights (including MMDS, SMATV, DTH, SSL, XDSL, DBS) cable television rights, pay per view rights (residential and non-residential), video on demand (NVOD, SVOD, NMOD) and other streaming through internet/broadband/IPTV/Mobile, digital TV, interactive multimedia, clip rights, anywhere in the world, and rights in respect of Home video rental & sell through rights (including DVD, Compact Disc, Laser Disc, Video Compact Disc, Video Cassette, Videogram Rights, Embodying Rights, VHS and such other rights), commercial video rights, Computer games rights, Internet multimedia rights, Airborne, Railways, ship, surface transport rights 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 said Film containing all songs, to be produced or reproduced in the format of music cassettes, CDs, Blue rays, VCDs and DVDs and/or any similar devices;

(iv) exploitation of the result of the Services, in any and all languages and versions of the world (including dubbed, subtitled and narrated) on Cable, LAN, Broadband, Personal Video Players (PVPs), Personal Video Recorder, Digital Video Recorder, 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 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), Personal digital assistants ("PDAs"), Personal entertainment devices ("PEDs"), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, 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;

(v) creative rights, personality rights, performance rights, character rights;

(vi) exploitation of the result of Services through the following modes and mediums : Physical; mechanical; magnetic; analog; optical; electric; electronic; wireless; intranet or local wireless; wireless telephony within the meaning of the Indian Telegraph Act; wireless broadcasting; terrestrial; satellite; cable; wired broadcast; landline telephony; mobile telephony and data services of any kind not limited to 2G, 3G, 4G, BWA, LTE; internet telephony; cyber; internet; streaming; webcasting; simulcasting; downloading; uploading; P to P; internet telephony; radio; television; biotechnological; nano-technological; nuclear; molecular. The parties acknowledge that the terms "mode" and "medium" are not limited to any particular format or device, and that this assignment extends to and includes the right to exploit the works using all existing and future devices and formats employing the said modes and mediums and any other modes and mediums in use at the time of execution of this Agreement;

(vii) all modes, media and formats of exploitation: (i) in existence now, (ii) in existence now but not in commercial use on the date of execution hereof, and (iii) as may be developed in future.

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