

AGREEMENT

This agreement ["**Agreement**"] is made on [3rd August 2015], by and between:

Barajoun Entertainment FZ-LLC, with License No. 91444, office address at 303, Zee Tower, Media City, P.O.Box 502941 Dubai, UAE represented by Mr. Aiman T. Jamal, in his capacity as Managing Director of the company, hereinafter referred to as the ["**First Party**"], and

M/s **BFX CGI**, with License No. 0767336, and office address at 483 Hemanta Mukhopadhyay Sarani, Kolkata 70 029, India represented by Ambar Nair, Indian Nationality with Passport No. Z221734 herein referred to as ["**Second Party**"].

The First Party and the Second Party are hereinafter collectively referred to as the ["**Parties**"].

WHEREAS:

- A. the First Party is in the business of producing movies, games and others motion pictures as well as selling toys, clothing, gift accessories, artworks and other products;
- B. the Second Party is an animation studio, who has the capability and experience of drawing sketches, layouts, graphics, images, concept art, matte painting, pre-viz, animation, modelling, texturing, shading, lighting and FX;
- C. the First Party desires to retain the Second Party and use its services to design and draw the sketches, layouts, graphics, images, concept art, matte painting, pre-viz, animation, modelling, texturing, shading, lighting and FX in digital and others formats ["**Assets**"];
- D. the Second Party agrees to be retained by the First Party in order to design and draw the requested Assets as per the instructions of the First Party.

THEREFORE, in furtherance of mutual undertakings and covenants hereinafter contained, the Parties in their full legal capacity agree to the following:

- (1) The above Recitals and the Appendix attached hereto shall be considered as an integral and operative part of this Agreement, and shall be referred to for the interpretation and construction of the intent and will of the Parties hereto.
- (2) Subject to the terms and conditions set forth herein, the Second Party shall design and draw the required sketches, layouts, graphics, images, concept art, matte painting, pre-viz, animation, modelling, texturing, shading, lighting and FX of the Movie for the First Party, after procuring the information from the First Party with respect to each Asset.
- (3) The Second Party shall amend the drafts of the Assets, upon the request of the First Party, until the First Party is satisfied with the final version of the Assets.
- (4) The Second Party understands and acknowledges that it has been retained by the First Party for a specific purpose, which is designing and producing the Assets. Therefore, all rights, title, interest in and to all texts, graphics, drawings, designs, images, sketches, layouts or structures, concept art,

- matte painting, pre-viz, animation, modelling, texturing, shading, lighting and FX of the Movie for the First Party, in any format, of the Assets are fully and entirely owned by the First Party and the Second Party shall not claim any ownership rights or any others rights, including copyrights and other intellectual property rights, of the Assets now or in the future.
- (5) The Second Party warrants that all copyrights and other intellectual property rights of the Assets are owned by the First Party and the Second Party shall not claim the contrary now or in the future.
- (6) The Second Party warrants that it shall not draw or produce the Assets or anything similar to them by any means or forms, either directly or indirectly, for anyone other than the First Party and the Second Party shall not redraw or reproduce or copy or sell or offer to sell or rent or show or amend the drawings, images, sketches or designs, images, concept art, matte painting, pre-viz, animation, modelling, texturing, shading, lighting and FX of the Movie for the First Party by any means or produce any derivative work of the Assets whatsoever, either directly or indirectly, either for itself or for anyone else without obtaining the prior written approval of the First Party.
- (7) The Second Party shall not infringe or attempt to infringe, either directly or indirectly, any copyrights or any other intellectual property rights of the First Party as the rights' owner of the Assets, now or in the future, in any country.
- (8) The Second Party understands and acknowledges that the terms and conditions of this Agreement shall be enforced on each and every Asset drawn, designed and produced by the Second Party.
- (9) The Second Party shall charge the First Party, for producing the Assets [5 minute Simulation (Cloth & Hair)] an amount equal to US\$ (1,5000 \$) in 8 weeks. The First Party shall pay the Second Party, the milestone payments as follows:
- i. US\$ (3,000) within 10 working days after final Simulation (Previews, Caches & Maya files) Delivery of 1 minute
 - ii. US\$ (3,000) within 10 working days after final Simulation (Previews, Caches & Maya files) Delivery of 2 minute
 - iii. US\$ (3,000) within 10 working days after final Simulation (Previews, Caches & Maya files) Delivery of 3 minute
 - iv. US\$ (3,000) within 10 working days after final Simulation (Previews, Caches & Maya files) Delivery of 4 minute
 - v. US\$ (3,000) within 10 working days after final Simulation (Previews, Caches & Maya files) Delivery of 5 minute
- (10) The Second Party warrants that each Asset is deemed to be its original work and it has not been copied from any other Asset or image, and each Asset does not infringe any copyright or other intellectual property right of anyone.
- (11) The Second Party shall sign an acknowledgment letter of each Asset, which shall contain the drawing of that Asset, and provide it to the First Party upon its request.
- (12) All graphics, drawings, designs, sketches, layouts, graphics, images, concept art, matte painting, pre-viz, animation, modelling, texturing, shading, lighting and FX or structures or any others works of each Asset or work produced of the Assets are deemed as confidential information (the "**Confidential**

Information") of the First Party. The Second Party shall keep the Confidential Information in confidence and it shall not, at any time, without First Party's prior written consent, disclose or otherwise make available to anyone, either directly or indirectly, all or any part of the Confidential Information.

- (13) The Second Party hereby indemnifies and hold harmless the First Party from and against any and all damages, losses, liabilities, obligations, claims of any kind, interest or expenses (including, without limitation, attorneys' fees and expenses) suffered, incurred or paid, as a result of, in connection with or arising out of the failure of fulfilling their obligations contained herein or infringing any copyright or others intellectual property rights of the First Party or others.
- (14) The First Party shall have the right to file a lawsuit against the Second Party if the Second Party infringe or attempt to infringe, either directly or indirectly, the copyrights or other intellectual property rights of the Assets and the First Party shall have the right to claim any kind of compensation for any damages or potential damages to be caused by such infringement.
- (15) The Second Party shall not claim any compensation or demand any payments or fees, other than the fees mentioned herein, from the First Party with respect to the production of Assets.
- (16) The Second Party shall refrain from producing any other works of the Assets, such as derivative work, or selling or offering to sell or renting or assigning or licensing the Assets or any work derived from them.
- (17) The Second Party shall not file or attempt to file any claim or complaint or lawsuit before any judicial authority or government body to claim any rights of the Assets or seek any additional fees or compensation for any success of the Assets or any works or derivative works derived from them.
- (18) The Second Party shall not register or attempt to register, either directly or indirectly, any copyright or any other intellectual property rights for any of the Assets in their name or any third party's name in any country.
- (19) The Second Party understands and acknowledges that it is not an employee, agent, manager, director or representative of the First Party. Any work specifically ordered or commissioned for use as; a contribution to a collective work, as a part of a motion picture or other audiovisual work, as a translation, as a supplementary work, as a compilation, as an instructional text, as a test, as an answer material for a test, or as an atlas, the parties expressly agrees in this written agreement signed by them that the work shall be considered as a work made for hire and the Second Party will not claim any credits in any kind or form.
- (20) The First Party at all times have the right to terminate the contract at any point, if the Second Party do not deliver the prerequisite result on contracted time or requested quality. In that case, First Party shall only pay for the delivered and agreed work by the First Party.
- (21) The First Party shall use reasonable commercial efforts to give notice to the Second Party within forty eight (48) business hours, after delivery of each phase of the Assets.

- a) Approving that phase of the work or such part thereof that is so approved; and/or
 - b) Rejecting the work or any part thereof that does not comply with the deliverables standards, together with reasonable details of such non-compliance.
 - c) First Party will have at least 10% creative changes rights, per Asset.
- (22) None of the provisions herein shall be construed as creating a partnership, joint venture or other association, whereby the Parties would be jointly liable as partners or co-venturers.
- (23) The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by and in accordance with the laws of Republic of India or United Arab Emirates or in any jurisdiction chosen by the First Party.
- (24) Any dispute arising out of or relating this Agreement which the Parties hereto could not settle amicably within (1) week including controversies, claims, disputes, or counterclaims arising under or related to this Agreement, shall be referred to the competent judicial authority in Republic of India or United Arab Emirates or in any jurisdiction chosen by the First Party, the decision of which shall be final and binding.
- (25) This Agreement has been executed in two (2) counterparts. Each party shall retain one original copy.
- IN WITNESS WHEREOF**, each of the Parties, intending to be legally bound, has caused its name to be hereunto subscribed by its duly authorized officer as of the day and year first above written.

SIGNATURES OF THE PARTIES:

The First Party:

Date:

The Second Party:

Date: