**DIRECTOR AGREEMENT**

This Director Agreement ment (hereinafter referred to as the "Agreement") is made and executed at [•] on[°], 2023 ("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:**

……………………………..., a limited liability incorporated under the Limited Liability Partnership Act, 2008

and having its office at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(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 **ONE PART;**

**AND**

[•], an adult Indian Inhabitant, residing at [•] having PAN No: [•] and GSTIN [•] (hereinafter referred to as the "Director", (which expression shall, where the context so requires or admits, save and except to the extent his/her personal obligations, be deemed to mean and include his/her heirs, administrators and executors) of the **SECOND PART.**

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

**WHEREAS**

A. The Producer is inter alia engaged in the business of producing films, web series and other related activities

B. The Director is a professional director of feature films and has been associated with several films as a director.

C. The Producer is in the process of producing a full-length feature cinematograph film.

D. The Director has approached the Producer to render his/her Services (as defined below) to the

Producer as a director for the Film. The Director has, specifically, represented to the Producer that

he/she possesses adequate skill and experience for performing the Services as the director for the

Film. Based o n the representations o f the Director, the Producer has agreed to e n g a g e the Director as the director of the Film, on the terms and conditions as set out in this Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES**

**HERETO AS FOLLOWS:**

**COMMERCIAL DEAL TERMS**

|  |  |  |
| --- | --- | --- |
| 1. | FILM DETAILS | Full length feature film, in [•] language, tentatively titled "[o]"  ("Film"). |
| 2. | SERVICES | The Director shall render his/her Services for the Film in the  capacity of a director and as are customarily rendered by a  director in the media and entertainment industry which shall  include without limitation all such Services as set out in  Annexure A hereof. |
| 3. | TENTATIVE  PRODUCTION  SCHEDULE | The Director shall submit the Works (as defined below) and  render his/her Services in accordance with the following  tentative Production Schedule as intimated to the Director by the  Pie Production Schedule shal be subject to revisions by the  Producer, at its sole discretion and the Director shall ensure that  he/she makes himself/herself available for rendition of Services  pursuant t o the terms o f this Agreement a s p e r such revised  Production Schedule at no additional cost. |
| 4. | CONSIDERATION | Subject to the full, complete and timely performance of the  Services and all the obligations by the Director to the satisfaction  of the Producer, and in lieu of the grant of the rights as  mentioned in Clause 5 of the Standard Terms and Conditions of  this Agreement by the Director to the Producer and all Services  to be performed by the Director as per the terms herein, the  Producer shali pay to the Director an all-inclusive amount of INR  /- (Indian Rupees only) (hereinafter referred to as  "Consideration", which shall be exclusive of the applicable  Goods and Services Tax (GST). The Consideration shall be paid  in the following tranches, within 30 (thirty) business days from  the date of receipt of a valid invoice from the Director as  • 1º|% of the Consideration shall be paid upon signing  this Agreement;  • [•1% of the Consideration shall be paid [•];  • [•1% of the Consideration shall be paid [•1;  • [•1% of the Consideration shall be paid [•1;  • [•1% of the Consideration shall be paid [•1. |
| 5. | **DIRECTOR'S**  **TRAVEL, BOARDING**  **AND LODGING (IF**  **ANY)** | In case the Director's presence is required during the shooting of  the Film out o f the local limits t h e Director agrees to  make himself/herself available at places, on the dates and as per  the Production Schedule. However, Producer shall make  arrangements for the Director's transportation, boarding and  lodging at Producer 's cost and as per the Producer's company  policy. |
| 6. | **Entire Agreement** | These Commercial Deal Terms are subject to other customary  Standard Terms and Conditions, including, without limitation,  the Producer's ownership rights to the Film, as set forth in the  Standard Terms and Conditions below. If there is any conflict  between these Basic Commercial Terms and the Standard Terms  and Conditions, these Commercial Deal Terms will prevail.  Capitalized terms that are not defined in these Commercial Deal  Terms are defined in the Standard Terms and Conditions or the  Annexures. |

Signed by the within named "**Producer**" ]

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ]

Authorized Signatory

Signed by the within named **"Director" ]**

**]**

**]**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**STANDARD TERMS AND CONDITIONS**

**1. DEFINITIONS**

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

1.1 **"Agreement** shall mean and include this Director Agreement including the Commercial Deal Terms,

Standard Terms and Conditions, any and all schedules, annexures, and exhibits appended to it or incorporated

by reference and shall include any amendments or addendums to this Agreement by the Parties, in writing.

1.2 **"Creative Decision Rights"** shall mean and refer to the right to decide on all aspects relating to the Film

including stage design, lighting, sound, all decisions relating to, including but not limited to, the artists,

technicians, portrayal of the character of the artists and nature of their performance in the Film, concept, story,

script, screenplay, dialogues, sequence of events, venue for principal photography, score, music, lay-out, etc.

1.3 "**Derivative Work/s"** shall mean all the subsequent works based on the Works developed by the Director and

the results of the Services rendered by the Director and/or based on the Film, characters and underlying works

in the Film including without limitation, remakes, adaptations, prequel, sequel, web-series, mini-series, comic

books, make for home video productions, television productions, audio clippings, shots (audio or video),

commercial works, stage plays, action figurines, novels, internet websites, web series, games, etc. in existing

or emerging forms or formats in all languages.

1.4 "**Derivative Rights"** shall mean the right to produce Derivative Works based on the Works.

1.5 "**First Copy"** shall in industry parlance mean the Film ready for final exploitation in al aspects.

1.6 "**Force Majeure Event"** shall include any act of God; war; accident; fire; pandemic (including Covid-19);

epidemic; strike; 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), or inability to obtain health insurance for a member of

principal cast, the director, any producer or key crew member, visas, labor permits or other governmental

licenses for any such persons (other than the Director); or any other cause not reasonably within Producer's

control or which Producer could not by reasonable diligence have avoided.

1.7 **"Intellectual Property"** shall mean and include patents, 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. "Intellectual Property Rights" shall mean all rights arising

out of and in relation to Intellectual Property.

1.8 **"Modes, Media and Formats"** of exploitation of the Services, Works and Film shall mean and include all the

modes, media and formats as mentioned under Annexure- B.

1.9 **"Production Schedule"** shall mean a tentative production schedule more particularly mentioned hereinabove

in the Commercial Deal Terms and/or as intimated by the Producer, containing dates, times and locations for

the pre-production period, the principal photography period/ schedule, the post-production period and the

publicity period, if any, including any revisions thereof, of the Film.

1.10 **"Promotion and Publicity"** means the process of creating and building awareness for the Film in the form of

press conferences, meets, interviews, advertisements (press, electronic, TV, Radio, outdoor, etc.) and any

activities incidental/ associated thereto such as photo shoots, interviews, musical promotions, launches, etc.

1.11 **"Services"** shall mean and include all Services as are set out in this Agreement including without limitation the Services/ obligations to be performed by the Director in connection with the Film as more particularly

mentioned in Commercial Deal Terms hereinabove and Annexure-A hereinbelow. It is clarified that the

Services listed in Clause 2 and Annexure- A are merely indicative and do not represent the entire scope of

services required of the Director and the Producer reserves the right to amend the same any time; and the

Director shall be required to provide such services as are generally performed by a director or otherwise in the

film trade/ fraternity.

1.12 **"Territory"** means the entire universe.

1.13 **"Work/s"** shall mean and include all the results, products or works arising out of the Services rendered by the

Director under this Agreement for and in relation to the Film as more particularly described in Clause 2.

1.14 Unless the context otherwise requires:

a) Words importing the singular include the plural and vice versa;

b) Any reference to a statutory provision shall be deemed to include a reference to any rules or regulations there under and any statutory modification or re-enactment thereto; and

c) The clause headings do not form part of this Agreement and shall not be taken into account in its

construction or interpretation.

2. **ENGAGEMENT & SCOPE OF SERVICES**

2.1 The Producer hereby engages the Director for directing the Film to be produced by it and the Director hereby

undertakes to perform the Services as detailed hereunder including in **Annexure A,** and any other service as

communicated by the Producer from time to time and/or such other services as customarily rendered by

persons performing in a similar capacity in the film trade, effectively and promptly to the satisfaction of the

Producer during the Term with adherence to the Production Schedule and within the production budget as

intimated by the Producer and instructions given by the Producer from time to time in this regard. In addition

to the aforementioned, the Director has specifically agreed to perform the services as stipulated under

**Annexure A** to this Agreement (hereinafter collectively referred to as "Services").

2.2 The Director agrees and acknowledges that al the Creative Decision Rights in relation to the Film shall vest

exclusively with the Producer at al times.

2.3 The Director shall make himself/herself available for Promotion and Publicity of the Film as indicated by the

Producer.

2.4 The Director further acknowledges that all decisions in respect of marketing, Promotion and Publicity,

distribution of the Film, shall vest solely and exclusively with the Producer.

2.5 The engagement of the Director shall be on an exclusive basis during the Term of this Agreement Further, it is

specifically agreed and acknowledged by the Director that nothing shall prohibit, prevent or hinder the

Producer from engaging the services of any other person for the purposes stated herein in addition to the

Director at any time. The Director shall not create works for any third party that infringe the copyright of the

Producer in the Works and the Film as per the terms of this Agreement.

2.6 The Director 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 of an undertaking by the Producer to

produce the Film or use the Services of the Director 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. The Director further

states that he/she shall not hold the Producer responsible for any loss of opportunity at any point of time.

Further, the Producer shall be entitled to engage any third party to render services in the same capacity as that

of the Director at any time during the subsistence of this Agreement or upon termination.

2.7 **Third Party Content:** In the event any particular third-party content, or any visually identifiable reference to

any merchandise, goods, trademarks or services ("Third-Party Material") is required to be incorporated in the

Film, then the Director shall procure prior written approval of the Producer. The Producer, upon approval of

the Third-Party Material, shall obtain all required licenses and permissions for using such Third-Party Material.

It is clarified that no Third-Party Material shall be used by the Director without the prior written approval of

the Producer, and the Producer shall not be responsible for any claims or liabilities arising from the use /

exploitation of any unapproved Third-Party Material. The Director shall assist the Producer in procuring all

permissions and applying for all consents for and in relation to the Film and as stated in Clause 2.7.

2.8 In the event the Film is abandoned, shelved or is not completed for any reason whatsoever, the Producer shall solely be entitled to engage the services of the Director for the purpose of rendering the said Services and obligations to any other sister concerns of the Producer or to the commissioning party of the Producer in respect of any other film/ production that may be undertaken by the Producer without requiring a separate agreement and all the provisions of this Agreement shall apply to the same and therefore no additional fee is payable in respect of services engaged for the other alternate film undertaken by the Producer or its sister concern or to the commissioning party of the Producer and the Consideration paid/ payable will be adjusted accordingly.

2.9 The Producer shall be entitled to change the title of the Film.

2.10 If the Film is contemplated to be released theatrically, the Director shall endeavor to seek a "U"/ "U/A"

certificate for the Film.

3. **REPRESENTATIONS AND WARRANTIES**

3.1 The Director represents and warrants as under:

3.1.1 The Director is a major and has the capacity and authority to execute this Agreement;

3.1.2 The Director is not subject to any conflicting obligation or disability under any other agreement which

will prevent or interfere with the due execution and performance of the Director's Services and obligations under this Agreement:

3.1.3 whatsoever and is a mutually agreed Agreement in its entirety:

3.1.4

participate in any transaction, which is likely to offend any community or public morals, jeopardize,

restrict or diminish the marketability, feasibility and the completion of the Film or bring the Producer to

disrepute;

3.1.5 The Director shall not use derogatory remarks directly or indirectly against the Producer, its directors,

promoters, associates, technicians or any person connected;

3.1.6

The Director shall render the Services to the best of the skill and ability of the Director, in accordance

with the Production Schedule, prepared as per the directions of the Producer. The Director shall do

everything in such capacity to perform

Services of first-class quality suitable for commercial

exploitation;

3.1.7 In case the Director's presence is required during the principal photography of the Film out of the

Director's city of residence, the Director agrees to make himself/herself available at places, on the dates

and as per the Production Schedule:

3.1.8 The Director will not accept any money, service, or other valuable consideration for the inclusion of any

matter in the Film. Producer shall have the sole and exclusive right to enter into any product placement,

sponsorships, promotions, product trade-out agreements and such other similar arrangements in

connection with the Film and shall have complete control over the integration thereof into the Film and

shall also have the right to receive all revenue in connection therewith. The Director shall cooperate

4.

4.1

4.2

4.3

4.4

with Producer in integrating products, sponsorship, promotions mention and similar arrangements into

the Film:

3.1.9 None of the materials used and/or incorporated in the Film by the Director while performing his/her

obligations/ Services hereunder shall be obscene or libelous or defamatory or derogatory to any religion

or belief, contrary to public policy, or capable of stirring communal discontent/disharmony or infringe

the copyright, right of privacy, right of publicity, moral right, performers' right or any other right

whatever of any person;

3.1.10 The outcome from the rendition of Services by the Director hereunder, shall be original work at all

times and that no creative or other copyright of anyone in part or whole is contravened under any

circumstances, and shall be free and clear of any lien, security, interest, or claim by any third party

including, without limitation, any claim by any individual, group, corporation, company, union, guild or

business entity;

3.1.11 The Director shall ensure that all the works developed, performed, undertaken and/or delivered under

this Agreement shall be original creative efforts and no copyright/archival material should be used,

without Producer's express written permission. The Director shall ensure that the Film shall be free of

lien and shall not violate or infringe any trademark, trade name, copyright, patent, registered design,

literary, artistic or intellectual property rights of any person, firm or company, nor personal rights or

privacy of any other right of any individual or company and shall not be defamatory, obscene or

contribute contempt of court or breach of contract, or breach of provision of statute, nor hurt the

sentiments of religious groups or the declared public policy of any nation or state.

3.1.12 The Director understands and agrees to comply with all applicable laws, statutes, ordinances, rules,

regulations and requirements of all governmental agencies and regulatory bodies including all the

guidelines for safety and ethical behavior and warrants that they will at all times uphold the same;

3.1.13 The Producer shall not be responsible for any sort of losses, harm and injury caused to the Director or

any of its associates, agents, affiliates, employees, etc., while rendering his/her Services for the Film

under this Agreement;

3.1.14 Any publicity, advertisement, press releases, interviews or other information with respect to the Film

shall be under the sole control of the Producer and the Director shall not have the right to issue any

press release, interviews or other information with respect to the Film without the prior written approval

of the Producer;

3.1.15 The Director shall be responsible for maintenance and handling of the equipment to be utilized for the

principal photography;

3.1.16 The Director hereby represents and warrants that the Director shall not at any time during the Term of

this Agreement do any act which shall bring the Producer into public disrepute and/or prejudice the

exploitation of the Film;

3.1.17 The Director shall be in full compliance with any and all applicable laws and shall not indulge in any

during the entire Term, indulge in any manner or engage in and/or be accused of engaging in 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 the Producer shall have the right to immediately dissociate itself from

the aforementioned act. Pursuant to the Director's engagement with the Producer, the Director shall

fully and strictly comply with 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;

3.1.19 The Director shall follow all safety measures in relation to any pandemic/epidemic 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 the Producer.

4**. CONSIDERATION**

4.1 Subject to the full, complete and timely performance by the Director of the Services and the obligations as per

the terms of this Agreement, to the complete satisfaction of the Producer, the Producer shall pay to the Director

the Consideration as more particularly mentioned in the Commercial Deal Terms.

4.2 The payment of Consideration mentioned above shall be subject to tax deduction at source under the

provisions of the Income Tax Act, 1961

4.3 The Director represents that he/she has a valid GST and warrants that he/she shall fulfill all the

obligations/compliances toward the GST law in force, from time to time, to enable the Producer to claim Input

Tax Credit (ITC), which includes he/she shall raise valid invoices as per GST format in agreed time and also

pay the correct applicable GST amount to the GST registration appropriate government authority and file

appropriate GST required returns within the prescribed timelines The Director shall indemnify the Producer

with respect to the same and Producer shall have the right to claim such loss, damage, cost with interest form

the Director. This clause shall survive the termination and expiry/completion of the Term of this Agreement.

4.4 Except as specifically set forth in this Agreement, the Producer shall not be liable to pay any other

consideration, reimbursements, fees, etc. to the Director under this Agreement over and above the

Consideration.

4.5 The Director hereby acknowledges and confirms the adequacy of the Consideration as full and final

consideration towards the performance of al Services and obligations required under this Agreement including

the grant of rights under Clause 5 hereinbelow and the utilization of his/her name, image, photograph, likeness,

signature, biographical data etc. for promotion, advertising, sale, publicizing and exploitation of the Film

and/or otherwise and ancillary products (e.g. merchandise) in connection with the Film or the Producer,

throughout the world in perpetuity.

5. **OWNERSHIP OF RIGHTS**

5.1 The Works developed and Services rendered by the Director 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 and the Producer shall be the first and exclusive owner of al rights including but not limited to Intellectual Property Rights and copyright in the result of the Services for al 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 result of the Services in accordance with Section 14 (a) and (d) of the Copyright Act, 1957 or any other equivalent provision.

5.2 The Director further acknowledges that the Producer is / shall be the first and exclusive owner of al Intellectual Property Rights including copyrights and Derivative Rights in the Film in the entire Territory and

5.3 Without prejudice to the aforesaid, the Director hereby unconditionally and irrevocably assigns al rights including but not limited to Intellectual Property Rights and copyright in the result of Services that will be rendered by the Director in favor of the Producer, for the entire Territory and in perpetuity and the Director agrees and acknowledges and makes all necessary declarations confirming the aforesaid. Such assignment shall operate for all the modes, media and formats of exploitation in respect of the result of the Services and the Director hereby expressly acknowledges the sufficiency of the Consideration towards the assignment of the rights for exploitation of the result of the Services on all the modes, media and formats of exploitation. It is agreed by the Parties that the 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 Director confirms that this assignment is not and will not, in any way, be in contravention of Section 19(8) of the Copyright Act, 1957 and the Director 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 Director is a member.

5.4 Without prejudice to the aforesaid and to the extent that the assignment of Intellectual Property Rights and copyright in the result of Services in relation to future medium or mode of exploitation is not held valid by operation of law in any Territory, notwithstanding the assignment of such rights in favor of the Producer, in lieu of the Director hereby also grants an irrevocable, exclusive, sub-licensable, perpetual license for the entire universe, in favor of the Producer for such medium or mode of exploitation as may be developed in future, for the Consideration paid to the Director, the receipt and sufficiency of which is hereby acknowledged by the Director. The Director further agrees and acknowledges that the Producer will be eligible to further assign the aforesaid rights including Derivative Rights to any third party at its sole discretion and the Director shall not object and/or protest such assignment by the Producer, in any manner whatsoever.

5.5 The Director further confirms that the Works/Film and results and proceeds of the Services of the Director shall be free of any encumbrances, liens, security interests, collective bargaining agreements, residual or reuse obligations and moral rights or attribution obligations including any credit obligations.

5.6 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 Works/Film and result ofthe Services 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 may desire in its sole discretion.

5.7 The Director hereby undertakes to do any and all acts and execute any and al 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 Director fails to do so within 10 (ten) 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 Director as the lawful appointed agent and the Director undertakes to affirm, ratify and be bound by such exercise of the right by the Producer under the provisions of this clause.

5.8 The Director hereby irrevocably and unconditionally waives his/her moral rights or any other similar benefits to which the Director is presently entitled to pursuant to any law in force or which may accrue to the Director under a similar doctrine, principle or law, to the extent permitted by such doctrine, principle or law.

5.9 The rights of the Producer shall also include the right to use the (i) sobriquets, (ii) autographs, (i) likeness, (iv) photographs, (v) portraits, (vi) caricatures, (vii) voice, (viii) silhouette (both real life and as in the Film) of the Director for the purposes of commercial exploitation including but not limited to cinematograph film, 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.

**5.10** Except for the Consideration as set out in this Agreement, the Director 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.

**5.11** Further, the Director hereby grants an irrevocable and exclusive license during the term of the copyright to the Producer and/or their transferees/sub-licensees, for the territory of the entire universe to exploit all assigned rights in any new mode or medium which is not in existence or in commercial use as on date of this Agreement in lieu of the Consideration paid to the Director under this Agreement.

**5.12** Without limitation to the foregoing, the Director 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 the Director is also aware and does hereby acknowledge that new (I) technology, (2) uses. (3) media, (4) formats, (5) modes of transmission and (6) methods of distribution, dissemination, exhibition o r 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 results of the Services. In the event the Director has any rights in and to the results of the Services 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 Director, in lieu of the Consideration, the sufficiency of which is hereby acknowledged by it, hereby grants to the Producer an exclusive, irrevocable, worldwide, license during the term of copyright 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 right to use in any way whatsoever the results of Services. To the extent any of the foregoing provisions is ineffective under applicable laws, the Director hereby provides and shall provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing. The Director shall confirm any such ratifications and consents from time to time as requested by the Producer.

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

6. **CREDITS**

6.1 Subject to the full, complete and timely performance of the Services by the Director in accordance with the terms and conditions of this Agreement, the Producer agrees to accord credit to the Director in the Film.

6.2 Notwithstanding anything stated in this clause, all decisions relating to credits and the finalization of the credit titles and the title scroll shall, at all times, be the sole prerogative of the Producer. 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

6.3 The Director agrees that any inadvertent failure by the Producer or any other person or entity, to accord credit to the Director shall not be deemed a material breach and the Director 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.

7. **CONFIDENTIALITY**

7.1 The Director 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, in particular, any financial information relating to the Film and/or any creative work in relation to the development of the Film and includes data, 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 Film, save and except for promotion of the Film as approved by the Producer in writing. Further, the Director shall not keep or take or publish any record written or otherwise relating to the Film or any photographs//video/reels of persons working on the Film or of any matter or thing connected with the production of the Film ("Confidential Information").

7.2 It is expressly clarified that the Director 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 7.1 above without the prior written approval of the Producer or commit any act which may prejudice or damage the successful exploitation or completion of the said Film or the reputation of the Producer.

7.3 However, the above-mentioned clauses relating to Confidential Information shall not apply in cases where the Confidential Information is required to be furnished by law or by any court order or order of any other regulatory authority. Provided that in al such cases, the Director 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 Director will exercise reasonable endeavors to attain assurances that confidential treatment will be accorded to such Confidential Information so disclosed.

7.4 The Director shall keep in a safe and secure place all documentation including but not limited to the Worksincluding story, script and screenplay, personal notes or research material relating to the Works 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.

7.5 This provision shall survive the expiry and/or termination of this Agreement in perpetuity.

8**. FORCE MAJEURE**

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 Director for such time as the Force Majeure Event shall continue. No Consideration shall accrue or become payable to Director hereunder during the period of such suspension. The Director agrees that after the Force Majeure Event period ends and/or the Producer is able to re-commence production, the Director shall co-operate with the Producer and provide his/her Services to the Producer on an exclusive basis in order to complete the Services for the Film as per the terms of this Agreement.

9.**TERM AND TERMINATION**

9.1 **Term:** This Agreement shall come into force from the Effective Date and shall continue to be in force until the

full, final and complete performance of all Services, obligations, undertakings and warranties of the Director

under this Agreement to the satisfaction of the Producer ("Term"). However, the assignment of copyright in

the Works and the results and proceeds of the Services of the Director as granted herein shall be valid and

subsisting in perpetuity.

9.2 **Events of Termination:**

The Producer shall be entitled to terminate the Agreement upon the occurrence of any of the following:

* + 1. The non-performance or breach by the Director of the Services, representations. obligations and failure to remedy the same within 7 (seven) days (which shall be reduced to 48 (forty eight) hours during the principal photography) of issuance of a written notice from the Producer to thesatisfaction of the Producer;
    2. The continuation of an event or a combination of Force Majeure Event(s) for more than 30 (thirty)days:
    3. The Director is incapacitated by reason of physical or mental illness/disability and is unable to perform or comply with any terms of conditions of this Agreement for a consecutive period exceeding 5 (five) days during principal photography and 15 (fifteen) days at any other time during the Term;
    4. The production of the Film being cancelled, abandoned or indefinitely postponed for any reason whatsoever;
    5. The Director commits any act or omission which may prejudice the Film and/or reputation of the Producer in any manner whatsoever;
    6. Non - compliance of Clause 3.1.17 and Clause 3.1.18 above and/or any allegation, court proceedings,association investigation against the Director in respect of sexual harassment, or any other criminal proceedings during the Term of this Agreement.
    7. Notwithstanding anything contained above, the Producer shall be entitled to terminate this Agreement by giving a prior notice of 7 (seven) days without assigning any reason thereto. However, the termination in Clauses 9.2 shall be without prejudice to the other remedies available to the Producer in law and/or equity.

9.3 **Consequences of Termination:**

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

* + 1. The Producer shall be released from all further obligations under this Agreement.
    2. The Director shall return all materials and all other properties, documents, including any research material, personal notes and any other material employed by the Director while rendering the Services whatsoever at whatever stage of development which the Director may have in its possession or under his/her control relating to the Film immediately upon termination without any demur or protest.
    3. 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 Director's name, 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.
    4. In the event the Agreement is terminated for any reason attributable to the Director (including under Clause 9.2.1, 9.2.5 and 9.2.6 hereinabove), the Director agrees to refund any/ all amounts paid towards Consideration by the Producer to the Director, till the date of termination, within 7 (seven) days of such termination along with 18% (eighteen) per cent interest per annum on the said refund amount without any protest or demur from the Director and the Producer shall not be liable to make any further payments towards the Director's Consideration. In the event the Agreement is terminated for any reason not attributable to the Director (including under Clause 9.2.2, 9.2.3, 9.2.4 and 9.2.7), the Director shall be entitled to pro-rata payment of Consideration for the Services rendered by the Director until the date of such termination. However, the Director agrees to forthwith return to the Producer any portion of the Consideration paid by the Producer which exceeds the sums due to the Director for the Services rendered by the Director till the date of termination within 7 (seven) days of such termination.
    5. The Producer shall be free to engage any other director for the Film without any hindrance, obstruction and protest from the Director hereunder;
    6. 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 Director.
  1. 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. **INDEMNITY**

10.1 The Director shall indemnify and keep indemnified fully, at all times, the Producer, including its assignees, licensees, each of their respective officers, employees, or agents, consultants, from any and all actions, proceedings, claims, damages, costs including legal costs, awards, damages and expenses (including legal expenses) arising directly or indirectly as a result of:

1. willful act or omission of the Director and/or arising out of any material breach of this Agreement by the Director;
2. non-performance of any of the obligations and/ or terms of this Agreement by the Director or breach or alleged breach of any of the representations and warranties of the Director; or
3. any third-party claims that may arise due to the infringement, impairment or dilution of the rights of such

party by the Director in the course of rendering the Services under this Agreement.

In the event of any claim, the Director will promptly adjust, settle, defend or otherwise dispose of such claims to the fullest extent, at his sole cost. This Clause shall survive the termination/expiry of this Agreement.

10.3The Producer shall not be liable to the Director 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 Director 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.

11. **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 Hyderabad.

12. **REMEDIES**

It is understood that the Director'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 Director of all the Services and obligations set forth in this

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

Notwithstanding any other provision of this Agreement, the Director however agrees and acknowledges that

his/her sole remedy for any breach by the Producer shall be an action at law for damages to the maximum

extent of his/her Consideration and further such damages are fully adequate to compensate him/her in the case

of any such breach by the Producer hereunder. The Director further agrees that he/she shall not seek or be

entitled to rescission, injunctive or other equitable relief.

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

Director 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 or actions 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 Director's Services hereunder unless the Producer shall expressly so elect by written notice to the

Director.

13. MISCELLANEOUS

13.1

13.2

13.3

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13.5

13.6

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, by way of registered post or courier. 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.

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.

Waiver: The failure of the Producer to enforce at any time any of the provisions of this Agreement shall not be

construed to be a waiver of such right, power, privilege or remedy or as a waiver of any preceding or

succeeding breach by the Director 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 the Producer at law or in contract.

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.

Severability: In the event that any term, condition, or provision of this Agreement is held to be a violation of

any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall

be of no force and effect and this Agreement shall remain in full force and effect as if such term, condition, or

provision had not originally 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

**Counterparts** : This Agreement may be siened in any number of counterparts. each o f which is an original and

all of which, taken together, constitutes one and the same instrument.

13.7 **Cumulative Rights:** Al 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.

Assignment: The Producer shall be entitled to assign this Agreement and/or assign or license any or all of its

rights and/or benefits under this Agreement to any other party for any reason whatsoever. However, the

Director shall not be entitled to assign or license any of his/her rights and / or obligations under this Agreement

to any third party.

Stamp Duty: The stamp duty payable under the applicable laws for this Agreement shall be borne by the

Producer.

**IN WITNESS WHEREOF** the Parties hereto have hereunto set their respective signatures on the day and

year first hereinabove written

Signed by the within named "**Producer"**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Authorized Signatory

Signed by the within named "**Director"**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**ANNEXURE A**

**SERVICES**

The Director shall inter alia, perform the following Services as the director of the Film:

To provide his/her directorial services for the Film and ensure that the said Film shall be in first

class condition and of first-class technical quality, suitable for the manufacture of release prints,

suitable for commercial exploitation.

(i) To oversee and direct the day-to-day operations of the Film's art department from a creative,

organizational and scheduling perspective.

(ii) To ensure that the Producer's and production designer's vision, quality bar, design concept and

directives are maintained and consistent through all design and conceptual work underway.

(iii) To develop the design concept, style and quality bar required for production, taking into account

the Production Schedule, and shall ensure that the Film is completed within the Production

Schedule and production budget finalized and intimated by the Producer.

(iv) To provide constant feedback to the modeling, lighting and compositing departments ensuring the

style, consistency, quality and creative work underway is in line with the original vision of the

production as finalized by the production designer.

(v) To assist and support the Producer and other persons, as appointed by the Producer in this regard,

for the casting and technical crew selection process for the Film.

(vi) To oversee and direct in-house or freelance creative personnel involved with the creative

department of the Film.

(vii) To fully co-operate with the Producer, its employees, representatives or associates for all purposes

relating to the production of the Film and also with creative director, music director, artists,

technicians, choreographers, costume designers, make-up artists, or such others whose services

may be utilized by the Producer in relation with the Film.

(viii) To keep the Producer of the Film informed of the progress, changes, roadblocks and other critical

issues.

(ix)

(x)

To co-ordinate with and report to the Producer from time to time.

To help the Producer in appointing / casting / hiring of key heads of the department (HODs),

director of photography, production designer, action director, background music, sound, including

but not limited to lyricist, singers, music composers, music director, actors, cinematographers,

choreographers, costume designers, make-up artists, art director, sound technicians, editor etc.

However, the final creative call shall vest with the Producer. The Director shall be responsible for

directing supervising proper performance by the above persons of their respective

responsibilities in a timely and effective manner.

(xi) To ensure and be responsible for completing the principal photography of the Film in accordance

with the Production Schedule in a timely manner as planned by the Producer or its authorized

representative. If the Director leaves the principal photography before pack-up or absents

himself/herself without the consent of the Producer on a particular day, the same shall be treated as

a breach of contract.

(xii) The Director shall make himself/herself available, at places, on the dates and time specified in the

Production Schedule, at all stages including but not limited to pre-production, recce, scripting,

music sittings, rehearsals, shootings, re-shootings, patch works, dubbings, re dubbings, cutting,

titling and editing post-synchronization, scoring, photo-sessions or any other sessions in relation to

the Film including but not limited to meetings / sessions for script, screenplay, characterization,

finalization of crew, stunt, make-up, look test, costumes, make-up, hair style, set and art director

meetings, costumes, in-film placements, budget conference, principal photography, special effects

and such other meetings as requested by the Producer and assist in the selection of locations, cast

(xiii) To be readily available for packaging, rehearsals, shoots/re-shoots, technical rehearsal sessions,

dubbing sessions and other inputs as may be required and at such place as may be determined by

the Producer from time to time.

(xiv) To liaise with the principal personnel involved in the production of the Film such as the art director,

costume designer, principal cinematographer, etc.

(xv) To direct the Film at such locations, dates and time specified in the daily shooting schedule and/or

the revised schedules until the completion of the Film.

The Director shall not absent himself/herself on the dates, time and the locations specified in the

Production Schedule without obtaining the prior written approval of the Producer.

(xvii) To direct the photography, recording and re-recording of the Film and perform all such services as

may be incidental or ancillary thereto.

(xviii) Upon completion of the photography and recording of the Film, carry out the cutting, titling and

editing post-synchronization, scoring, dubbing, completion and other creative post-production

process in order to make do and proper delivery of the Film to the Producer.

**ANNEXURE B**

**MODES, MEDIA AND FORMATS**

"**Modes, Media and Formats**" of exploitation of the result of Services shall include but shall not be

limited to the following and for the territory of the Universe and in perpetuity, viz.:

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)

(iii)

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

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, al

rights in relation to exploitation and distribution of the music rights including digital rights and

publishing rights, merchandising right;

(v) 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

(vi)

(vii)

"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;

Any virtual world, metaverse, crypto currency exchange platform or such other platforms on

which virtual digital assets, including but not limited to non-fungible tokens are bought, sold,

valuated or traded across the Territory and other Web3 platforms, services and applications;

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 (ili) as may be developed in future.