

ASSIGNMENT AGREEMENT
PRINCIPAL TERMS

1	Agreement:	This Agreement is entered into at Mumbai on ____ day of _____, 2025 (the “ Execution Date ”).
2	Parties:	<p>1. Vyjayanthi Movies, a sole proprietary of Mr. Chalasani Aswini Dutt, having its PAN: ABYPA9074D, GSTIN: 36ABYPA9074D1ZC and having its registered office at Plot No. 104, Navaniraman Nagar, Road No. 71, Jubilee Hills, Hyderabad, Telangana – 500033 (hereinafter referred to as “Assignor”, which expression shall unless it be repugnant to the context or meaning thereof, mean and include its legal heirs, executors, administrators, legal representatives, assigns) of the FIRST PART;</p> <p style="text-align: center;">And</p> <p>2. Zee Entertainment Enterprises Limited, a company incorporated under the provisions of the Companies Act, 1956, having Corporate Identity Number L92132MH1982PLC028767 and having its registered office at 18th Floor, A Wing, Marathon Futurex, N. M. Joshi Marg, Lower Parel, Mumbai – 400013 (hereinafter referred to as “Assignee” which expression shall unless it be repugnant to the context or meaning thereof, mean and include its successors, Affiliates and assigns) of the SECOND PART;</p> <p style="text-align: center;">And</p> <p>3. RanCorp Media Private Limited, a company incorporated under the provisions of the Companies Act 1956, having its PAN: AAHCR2503B, GSTIN: 27AAHCR2503B1ZW and its registered office at 5th Floor, G-153, Tarapore Garden CHSL, New Link Road, Opp. Oshiwara Police Station, Mumbai – 400053 (hereinafter referred to as “Confirming Party”, which expression, unless repugnant to the context or meaning thereof, shall be deemed to mean and include its successors and permitted assigns) of the THIRD PART.</p> <p>The Assignor and Assignee shall hereinafter be referred to individually as ‘Party’ and collectively as the ‘Parties’.</p>
3	Definitions and Interpretation:	As per Schedule 2.
4	Term:	<p>The term of this Agreement shall be commencing from the Execution Date and expiring on the End Date (as set forth in Schedule 4), unless terminated by the Parties in accordance with the provisions hereof.</p> <p>For the sake of clarity, the Assignee shall exploit the Assigned Rights (as set forth in Schedule 1) of the Assigned Film(s) from the Start Date (as set forth in Schedule 4) in accordance with the terms and conditions of this Agreement.</p>
5	Assigned Rights:	The Assignor hereby assigns and transfers to the Assignee during the Term and within the Territory (as set forth in Schedule 1) on an exclusive basis in accordance with the terms and conditions of this Agreement, the Assigned Rights (as set forth in Schedule 1) in the Permitted Languages (as set forth in Schedule

		1) in relation to and for exploitation of the Assigned Film(s) (as set forth in Schedule 4).								
6	Assignment Fee and Payment Terms:	<div>6.1 In consideration of the Assigned Rights assigned under this Agreement by the Assignor to the Assignee, the Assignee agrees to pay the Assignor an aggregate sum of INR 100/- ((Indian Rupees Hundred only)) (“Assignment Fee”) plus applicable GST and subject to TDS as per the Income Tax Act, 1961, which shall be payable as per the payment schedule and tax schedule as mentioned below.</div> <div>6.2 The Assignment Fee shall be payable in the following manner:<div>6.2.1 20% (twenty percent) of the Assignment Fee i.e. INR 100/- (Indian Rupees Hundred only)) shall be paid within a period of 15 (fifteen) working days from the date of execution of the Agreement by the Parties;</div><div>6.2.2 20% (twenty percent) of the Assignment Fee i.e. INR 100/- (Indian Rupees Hundred only)) shall be paid by the Assignee within 15 (fifteen) working days from date of successful technical/quality clearance of the Masters of the Assigned Film(s) by the Assignee in accordance with the terms of this Agreement, subject to (i) timely delivery of the Assigned Film(s) by the Assignor and the receipt of the Film Materials by the Assignee as per the Assignee’s technical specifications; and (ii) there being no third-party claims/restraining order received by the Assignee with respect to the Assigned Film(s) and/or any of the Assigned Rights of the Assigned Film(s); and</div><div>6.2.3 Balance 60% (sixty percent) of the Assignment Fee i.e. INR 100/- (Indian Rupees Hundred only)) shall be payable within one hundred and twenty (120) days from the Execution Date subject to the confirmation and receipt of the Goods and Service Tax (“GST”) payment by the Assignor and filing of GSTR-1 and 3B return.</div></div> <div>6.3 Notwithstanding anything contained herein, the Assignee undertakes and understands that it shall not be entitled to exploit any of the Assigned Rights of the Assigned Film(s) in the Permitted Languages until payment of the first and second tranche of the Assignment Fee towards the respective Assigned Film(s) (as captured under Schedule 4 of this Agreement), is made by the Assignee to the Assignor in accordance with this Agreement.</div> <div>6.4 The Assignment Fee shall be payable by the Assignee to the Assignor in the following account, subject to receipt of correct and valid invoice from the Assignor:<table><tr><td>Account Number</td><td>777705789079</td></tr><tr><td>Account Name</td><td>Vyjayanthi Movies</td></tr><tr><td>Name of Bank</td><td>ICICI BANK</td></tr><tr><td>IFSC Code</td><td>ICIC0001119</td></tr></table></div> <div>6.5 The Assignor and the Confirming Party agree and acknowledge that Assignor entitled to collect/receive all payment of the Assignment Fee payable towards the assignment of the Assigned Rights in the Assigned Film</div>	Account Number	777705789079	Account Name	Vyjayanthi Movies	Name of Bank	ICICI BANK	IFSC Code	ICIC0001119
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		<p>and, accordingly, the Confirming Party shall have no objection to the Assignee making the payment of the entire Assignment Fee to Assignor. The Confirming Party understands and agrees that the Assignee 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 Assignment Fee to Assignor. Further, the Confirming Party undertakes that they shall not raise any claims or objections against the Assignee or in relation to any or all payments being made to Assignor towards the assignment of Assigned Rights in the Assigned Film, including but not limited to the Assignment Fee payable as per the terms of this Agreement. On payment of the full Assignment Fee by Assignee to Assignor, no claim from Assignor, Confirming Party or any third party shall be entertained by the Assignee in this regard in any manner whatsoever and all disputes that shall arise between the Assignor and the Confirming Party for reasons of non-payment of the Assignment Fee thereafter shall be solely resolved by Assignor and the Confirming Party amongst themselves without any recourse to the Assignee in any manner whatsoever and in no event shall the Assignee be held liable for the same.</p>
7	Tax Schedule	<p>7.1. The Assignment Fee shall be excluding all applicable indirect taxes, including but not limited to Goods and Service Tax ("GST"), which shall be paid extra as applicable. Further, for the purposes of this clause, 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. The Assignor shall issue GST compliant tax invoice, including e-invoice containing all information required to be mentioned therein under provisions of law (as amended from time to time). Further, the Assignor undertakes to pay GST charged and collected from the Assignee to the credit of appropriate government authority within statutory time frame and/ or statutory restriction on payment of GST (as amended from time to time) and comply with other provision related to reporting of such GST in appropriate form and time as per applicable provision of law (as amended from time to time). If at any time credit for GST charged and collected by the Assignor is denied to the Assignee or payment of GST is sought from the Assignee due to, but not limited to, issuance of deficient invoice or default in payment of GST or non-compliance of applicable laws and regulations by the Assignor or for any other reasons attributable to the Assignor, the Assignor shall indemnify the Assignee against any such denied credits or GST recovered as well as any interest and penalties or other cost imposed on the Assignee in this regard.</p> <p>7.2. Payment of GST to the Assignor shall be made only after invoice is uploaded by Assignor in its GSTR-1, including payment of taxes and filing of GSTR-3B, and the GST component has become eligible and available to the Assignee after the due process of matching of invoices on GSTIN. In case of any mismatch between the invoices issued to the Assignee and the details reflected in GST portal, necessary amendment / correction shall be done by the Assignor not later than the statutory timeline prescribed under the GST law for making such amendment / correction pertaining to a financial year. In the event such amendment / correction is not carried out, the Assignee reserves the right to hold, setoff or recover such amounts from subsequent payments. Further, the Assignor shall provide to the Assignee such information as may be needed by the Assignee to substantiate its claim of</p>

		<p>input credit before the tax authorities and the same shall not be withheld by the Assignor without adequate reason.</p> <p>7.3. If applicable and/or mandated under the GST law, the Assignor shall ensure that its compliance rating is not reduced below the prescribed limit as mentioned under Section 149 of CGST Act. If the Assignor is blacklisted due to fall in the compliance rating below the prescribed limit, then the Assignee will pay the GST amount only on receipt of the input tax credit.</p> <p>7.4. Any tranches paid before delivery of Film Materials shall constitute as an advance payment ("Advance") and such Advance shall be disclosed in GST and/or other returns as advance payments. A receipt voucher in terms of section 31 (3) (d) of CGST Act 2017 shall be issued by the Assignor for receipt of the Advance. The Assignor shall raise a correct and valid invoice for entire Assignment Fee after complete delivery of the Film Materials as per the terms of the Agreement which shall be subject to necessary and successful technical check/quality clearance thereof by the Assignee. The tranches payable post-delivery of the Film Materials shall be subject to completion of agreed payment tranches as per the terms of the Agreement and the Advance paid earlier shall be adjusted fully against the aforementioned invoice.</p> <p>7.5. All taxes in relation to income receivable by the respective Parties under this Agreement will be borne by such respective Parties and all the Parties will be liable for discharge of their obligations in respect of applicable taxes.</p> <p>7.6. The Assignee is entitled to deduct taxes at source or collect taxes at source on amounts payable to the Assignor in accordance with the applicable laws (Income Tax and / or GST), except to the extent the Assignor submits a lower / nil withholding certificate issued by the relevant Indian tax authority in relation to the payment of Assignment Fee under this Agreement. The Assignee will provide respective TDS certificates (Income Tax and / or Goods and Service Tax) to the Assignor within timelines prescribed under the relevant tax laws. The Assignor undertakes to provide relevant Indian tax related documents (such as PAN, GST certificate etc.), as requested by the Assignee.</p>
8	Excluded Rights:	<p>Any right which is not specifically granted under this Agreement by the Assignor to the Assignee in relation to the Assigned Film(s) including without limitation theatrical rights, non-theatrical rights (except Assigned Rights as mentioned under Schedule I of this Agreement), On Demand Rights via Digital Distribution Platforms (save and except as mentioned under Schedule I of this Agreement), Mechanical Reproduction Rights, music rights, derivative rights, intellectual property rights including copyrights, trademarks, title of the Film and all underlying rights ("Excluded Rights") are reserved to the Assignor subject to clause 9 of the Principal Terms hereinbelow.</p> <p>It is agreed and recorded that the Assignor shall be entitled to exploit the Excluded Rights and/or any rights that are not specifically assigned and/or licensed herein, in such manner size, medium, mode, format and platform as it deems fit at its sole discretion.</p>
9	Holdback:	<p>9.1. The Assignor undertakes and warrants that, they shall not exploit, and/or shall not permit exploitation by a third party of, the Assigned Rights in any other version(s) of the Assigned Film(s) where the soundtrack is in any of</p>

		<p>the Permitted Languages and/or their dialects anywhere in the Territory. During the Term and throughout the Territory, the Assignor, either by itself or through any third party, shall not dub and/or subtitle any version of the Assigned Film(s) for exploitation on any modes, mediums and formats with respect to the Assigned Rights and/or rights analogous thereto, in the Permitted Languages and/or their dialects.</p> <p>9.2. Without prejudice to the foregoing, during the Term of this Agreement and throughout the Territory, the Assignor hereby agrees and undertakes, either by itself or through any third party, in any manner, not to exploit any part or whole of the dubbed and/or subtitled version of the Assigned Film(s) in any language(s), on any Permitted Language Channels. For sake of clarity, “Permitted Language Channels” hereto mean the channels which telecast content in Permitted Languages and/or their dialects.</p>
10	Royalty:	<p>The Parties hereby agree and acknowledge that during the Term of the Agreement, if any royalties are payable to any author(s), performer(s), any collecting society(ies) or any third party(ies) in lieu of the exploitation of the Assigned Rights under this Agreement shall be paid in accordance with the Applicable Laws or any amendment thereto, as the case may be.</p>
11	Delivery of Film Materials:	<p>Film Materials (including the Masters, censor certificates etc.) of the Assigned Film(s), <i>i.e.</i> the dubbed and censored versions of the Original Production Language version of the Assigned Film(s) in Hindi, Kannada, Malayalam and Tamil languages, as well as the Link Documents have been delivered by the Assignor to Assignee as on date of this Agreement, the receipt of which is hereby acknowledged by the Assignee.</p> <p>The Assignor undertakes to provide, make available and deliver such additional Film Materials as shall be reasonably required by the Assignee (to the extent available with the Assignor) and communicated by the Assignee to the Assignor in writing (emails permitted) within a period of 15 (fifteen) days from the date of receipt of such written requirement from the Assignee.</p>
12	ROFR:	<p>12.1. In the event, the Assignor produces/co-produces an audio-visual cinematograph film, which is the immediate next subsequent production based on the Assigned Film(s) which could either be a prequel or a sequel of the Assigned Film (“Subsequent Production”), the Assignor shall provide the Assignee with a first right to negotiate the terms with the Assignor for the Subsequent Production in relation to the right to exploit the (i) rights analogous to the Assigned Rights of the Subsequent Production in all languages for the Territory (save and except Russian, Japanese, Korean and Cantonese/Mandarin) for any particular term and/or in perpetuity, and (ii) theatrical distribution rights of the Subsequent Production in North Indian Languages and/or its dialects, for any and all Territory and for any term or in perpetuity (“Future Film Offer”). Such Future Film Offer shall be made in writing (emails allowed) by the Assignor to the Assignee. Upon receipt of the Future Film Offer, the Assignee shall revert in writing (emails allowed) to the Assignor within 30 (thirty) days from receipt of the Future Film Offer by the Assignee mentioning its acceptance or rejection of the Future Film Offer. If the Assignee accepts the Future Film Offer, the Parties shall enter into good faith negotiations and execute a long form agreement upon terms mutually acceptable to both Parties within 60 (sixty) days from the date of such written acceptance by the Assignee. However, in the event the Assignee</p>

		rejects the Future Film Offer in writing (emails allowed) or fails to respond as per/within the 30 (thirty) day timeline specified above and/or if the Parties fail to execute the long form agreement within the said period of 60 (sixty) days, the Assignor shall be free to enter into any arrangements in relation to the exploitation rights offered under the Future Film Offer of the Subsequent Production with any third party at its sole discretion on any terms which are no less favorable than the final Future Film Offer given to the Assignee as above. Thereafter, the Assignor shall have no further obligations towards the Assignee in relation to such Subsequent Production.
13	Binding Agreement:	<p>This binding Agreement consists of the following parts; if provisions of the various parts are inconsistent, the Principal Terms will apply to the extent of such inconsistency:</p> <p>(a) the Principal Terms stated above;</p> <p>(b) the Specifications of the Assigned Rights attached hereto in Schedule 1;</p> <p>(c) the Definitions and Interpretation attached hereto in Schedule 2;</p> <p>(d) the Standard Terms and Conditions attached hereto in Schedule 3;</p> <p>(e) the Specifications of the Assigned Film(s) attached hereto in Schedule 4;</p> <p>(f) The Technical Specifications for delivery of the Master(s) attached hereto in Schedule 5;</p> <p>(g) the Format of the NOC for the title attached hereto in Schedule 6.</p>

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date and year first above written.

Signed for and on behalf of Vyjayanthi Movies	Signed for and on behalf of Zee Entertainment Enterprises Limited	Signed for and on behalf of RanCorp Media Private Limited
By: _____ Name: Chalasani Aswinidutt Title: Proprietor	By: _____ Name: Mukund Galgali Title: Authorized Signatory	By: _____ Name: Leena Gawande Title: Authorized Signatory

SCHEDULE 1

ASSIGNED RIGHTS

1. During the Term and within the Territory, the following rights in the Assigned Film(s) in the Permitted Languages shall stand assigned to the Assignee:

Sr. No.	Assigned Rights	Exclusivity/Non-Exclusivity	Remarks
1)	Linear Rights	Exclusive	<p>The Parties agree that during the subsistence of agreements previously executed between the Assignor and other third-party Digital Distribution Platform (“Third-Party Agreements”) and for the below-mentioned Holdback Period, the Assignee shall be entitled to exploit the Assigned Rights in the Assigned Film(s) subject to the following restrictions:</p> <p>(a) It is hereby clarified that any transmission via IPTV shall be limited to mirrored Simulcast of the satellite telecast and IPTV shall not be for primary transmission or stand-alone transmissions of the Assigned Film(s) by the Assignee.</p> <p>(b) “Simulcast” shall mean the simultaneous re-transmit (except for any default/delays due to purely technical reasons) of the original transmission of the Assigned Film(s) on the Assignee’s Channel(s), without restriction as to the method of delivery (including internet and /or mobile / telecommunication networks) or device at no additional charge to the end user with the same advertising breaks that are included in the original transmission of the Assignee.</p> <p>(c) Catch Up TV Rights shall mean the service provided by a Direct-To-Home (DTH) service provider whereby the subscriber is given the ability to do a video recording of the Assigned Film(s) exhibited by the Assignee through a digital video recorder (DVR) provided by DTH service provider only on non-internet based DTH service provided always that (i) the exhibition window/ maximum period of storage on the set top box</p>
2)	Local Cable Distribution Rights	Exclusive	
3)	Terrestrial Television Rights	Exclusive	
4)	Catch Up TV Rights	Exclusive	

			<p>of the subscriber is of not more than 7 (seven) days from the original transmission/ primary feed of the Assigned Film(s) on the Assignee's Channel(s) (ii) such catch-up service is tethered to the Channel(s) on which the Assigned Film(s) was originally exhibited, (iii) the subscriber will have the right to the ability to pause, fast forward and/ or rewind such recorded audio visual content of the same version of the Assigned Film(s) that was originally transmitted by the Assignee including advertisement breaks in the original transmission, and (iv) such catch-up service is accessible by subscribers for viewing as many times on demand (at a time chosen by such subscriber) on a linear basis in the permitted exhibition window only on the television set to which the set top box is connected. Provided further that any non-linear mode of distribution/playback/storage including via internet based catch-up TV is not permitted.</p> <p>The "Holdback Period" shall be mean the license period for which the Assignor has licensed the exclusive SVOD, TVOD, AVOD, FVOD and EST rights in the Assigned Film(s) under the Third-Party Agreements including any extension of the term which may be agreed upon thereunder. This shall be as below:</p> <ul style="list-style-type: none"> i. <u>For the entire Territory (excluding France and Turkey):</u> the Holdback Period shall expire on August 23, 2034, subject to any extensions as agreed under the Agreement. ii. <u>For the territory of France:</u> the Holdback Period shall expire on September 27, 2035, subject to any extensions as agreed under the Agreement and as per the applicable laws in France. iii. <u>For the territory of Turkey:</u> the Holdback Period shall expire on November 27, 2034, subject to any extensions as agreed under the
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			<p>Agreement and as per the applicable in Turkey.</p> <p>After expiry of the above-mentioned Holdback Period, there shall be no restrictions with respect to the exploitation of the Assigned Rights of the Assigned Film(s).</p>
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The rights below are assigned to the Assignee for the purpose of exploiting the Assigned Rights above.

5)	Subtitling Rights	Exclusive	Only for the Assigned Rights in the Permitted Languages. The Subtitling Rights shall be exclusive only with respect to the Assigned Rights set out under Sr. Nos. 1 to 4 (both inclusive) hereinabove.
6)	Dubbing Rights	Exclusive	Only in the Permitted Languages. The Dubbing Rights shall be exclusive only with respect to the Assigned Rights set out under Sr. Nos. 1 to 4 (both inclusive) hereinabove.
7)	Syndication Rights	Exclusive	NIL
8)	Editing Rights	Exclusive	As per the terms of this Agreement. The Editing Rights shall be exclusive only with respect to the Assigned Rights set out under Sr. Nos. 1 to 4 (both inclusive) hereinabove.
9)	Promotion Rights	Exclusive	<p>The Assignee shall have a right to exploit the Promotion Rights in relation to the Assigned Film and the Assigned Rights 15 (fifteen) days before the Start Date.</p> <p>Notwithstanding anything contrary contained herein, the Assignee shall not use or exploit any of the songs (i.e. audio or audio-visual of the songs) of the Assigned Film(s) for a duration of more than 60 (sixty) seconds as part of the Publicity Material. It is hereby clarified that the sound recordings (audio tracks) of the Assigned Film(s) shall be utilized only for promotion of the Assigned Film on a non-commercial basis cannot be exploited by the Assignee on a stand-alone basis.</p> <p>Save and except the Publicity Materials provided by the Assignor, in the event the Assignee creates any new Publicity Materials for the Assigned Film(s), the same shall be exploited upon receiving</p>

			<p>prior approval of Assignor in writing (emails permitted), which shall be provided within 2 (two) days of receipt of a request from the Assignee and shall not be unreasonably withheld or delayed by the Assignor.</p> <p>It is clarified that, during the aforesaid Holdback Period, the Assignee shall not promote the availability of the Assigned Film(s) on IPTV and/or Catch-Up TV/download. Further, the promotion of non-internet based DTH VOD (including DTH TVOD, DTH NVOD and/or DTH PPV) shall be restricted to the DTH provider's home channel(s) only.</p> <p>The Assignee acknowledges and agrees that the credits of the digital partners anywhere in the Assigned Film(s) and/or its Publicity Materials shall not be altered/deleted/modify by the Assignee.</p>
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Permitted Languages	<p>Dubbed Language Version(s): Hindi, Kannada, Malayalam and Tamil languages.</p> <p>Dubbing Rights: All North Indian languages and/or dialects.</p> <p>Subtitling Rights: All languages of the World including Indian languages save and except Russian, Japanese, Korean and Cantonese/Mandarin.</p>
Runs	Unlimited
Territory	Entire Universe

2. The Assignor agrees that during the pendency of the Agreement, the Assignee shall be at liberty to exercise the Assigned Rights from the Start Date. It is further specifically agreed between the Parties that the Assigned Rights granted herein by the Assignor to the Assignee shall not be deemed to have lapsed if the Assignee does not exercise any or all of the Assigned Rights within a period of one (1) year from the date of grant of the Assigned Rights. The Parties expressly agree that the provisions of Section 19(4), 19A read with 30A of the Copyright Act 1957 (as amended) shall not apply to this Agreement and the Assignor hereby waive its rights under the aforesaid sections and also represents that it has procured adequate waivers in relation to the aforesaid sections from all authors of the Assigned Film(s).
3. The Assignor and the Assignee are also aware and do hereby acknowledge that new (and/or changed) (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 Assigned Rights of the Assigned Film(s). The Assignor intends to and does hereby assign, grant and convey to the Assignee any and all rights to such New Exploitation Methods with respect to the Assigned Rights of the Assigned Film(s) for the Term and Territory. In the event the Assignor has any right in relation to the Assigned Rights and New Exploitation Methods of the Assigned Film(s) that cannot be assigned to the Assignee by operation of law as

provided above and cannot be so waived, the Assignor, in consideration of the Assignment Fee, the sufficiency of which is hereby acknowledged by the Assignor, hereby grants to the Assignee 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 the Assignee including without limitation, the right to use in any way whatsoever the Assigned Rights and New Exploitation Methods of the Assigned Film(s) as permitted under this Agreement. To the extent any of the foregoing provisions is ineffective under the applicable laws, the Assignor hereby provides and shall provide any and all ratifications and consents necessary to accomplish the purposes of the foregoing. The Assignor shall confirm any such ratifications and consents from time to time as requested by the Assignee.

SCHEDULE 2

DEFINITIONS AND INTERPRETATION

1.1. **Definitions.** In this Agreement unless the context otherwise require, the following expressions have the following meanings:

- 1.1.1. “**Affiliate**” means, with respect to any entity, any other entity controlling, controlled by or under common control with such entity. For the purposes of this definition, "control" (including the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of equity interest, by contract or otherwise. Affiliate shall include any direct or indirect subsidiary or holding company or group company of the Assignee and any direct or indirect subsidiary of such holding company;
- 1.1.2. “**Agreement**” shall mean this Assignment Agreement and shall include any and all schedules, annexures and exhibits attached to it or incorporated in it by reference;
- 1.1.3. “**Applications**” shall mean software which has an interface which can be accessed on world wide web through the Internet or downloaded or pre-embedded on any electronic device (mobile or tethered) which is capable of accessing and displaying audio visual content whereby the viewers can access and view the Assigned Film(s) using Internet and/or any Mobile Broadcast Technology. The Applications may be capable of being installed and/or accessed on various operating systems including but not limited to operating software’s such as OS – iOS, Android, J2ME, Java/Bru, desktop widgets, connected TV applications made available to the user through telecom, OEM or any other application store presently existing or which may come into existence in the future;
- 1.1.4. “**Applicable Law**” shall mean all laws of India including but not limited to the Copyright Act, 1957, any rules made there under and as amended/modified from time to time by orders or any act of the commercial courts, the government of India, the legislature and/or the judgments or orders of any judicial, quasi-judicial authority or statutory authority;
- 1.1.5. “**Assignment Fee**” shall mean the consideration payable by the Assignee to the Assignor in accordance with Clause 6.1 of the Principal Terms;
- 1.1.6. “**Assigned Film(s)**” shall mean the cinematograph film as specified in Schedule 4 and/or any part thereof;
- 1.1.7. “**Assigned Rights**” shall mean and include the rights assigned by the Assignor to the Assignee set out in Clause 5 of the Principal Terms;
- 1.1.8. “**Advertising Video On Demand (“AVOD”)**” shall mean that mode of programming distribution by which an individual program is delivered by a programming service on an on-demand basis through any of the Distribution Platforms, which is primarily advertisements supported and whereby the viewer is not charged any subscription fee or cost to access such programming service, to view such program at a time chosen by the viewer entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such program using computer information storage, retrieval and management techniques during a certain period at the discretion of the service provider;
- 1.1.9. “**Cable Television Network**” shall mean and include any system consisting of a set of closed transmission paths and associated signal generation, control and distribution equipment designed to provide Cable Service for reception by multiple subscribers;

- 1.1.10. **“Cable Operator”** shall mean any person who provides cable service through a Cable Television Network or otherwise controls or is responsible for the management and operation of a Cable Television Network;
- 1.1.11. **“Cable Service”** shall mean the transmission of the audiovisual programmes including re-transmission by cables (fiber optic or coaxial wire) of any television channel including but not limited to Free Television and Pay Television, managed and operated by the Cable Operator or Multi System Operator (MSO);
- 1.1.12. **“Catch Up TV Rights”** shall mean the technology which allows the platforms to record and store in its servers the Assigned Film(s) which are first broadcast on such Channel(s) for the purpose of making available to its subscribers access to such Assigned Film(s) for a certain period from the date of broadcast on such Channel(s) and allows the user/viewer to exercise substantial control over the timing, sequence and/or configuration of content being viewed where such content is not primarily intended to be viewed on a simultaneous basis by all users/viewers in a linear, sequential manner;
- 1.1.13. **“Channel(s)”** shall mean the channels owned and/or operated by the Assignee and/or its Affiliates. Channels shall also include any channel which is to be launched by the Assignee and/or its Affiliates during the Term of the Agreement and such other channels to which the Assignee may assign/license or such licensee may sub-license any and all the Assigned Rights;
- 1.1.14. **“Digital Distribution Platforms”** shall mean and include Mobile Broadcast Technology, Internet (wireless or wireline), Applications via Internet and Digital Platform Broadcast only;
- 1.1.15. **“Digital Platform Broadcast”** means the delivery of the audio-visual voice, video or multimedia content transmitted as data packets over the world wide web/Internet for display using a web browser (including but not limited to Windows Internet Explorer, Mozilla Firefox, Apple Safari, Google Chrome and Opera) or using an Applicable software client interface which is installed on the device receiving such data packets through streaming and shall also include delivery of audio visual content by means of electronic, digital or other similar modes of transmission for delivery on mobile devices and/or any other Internet enabled devices including but not limited to laptops, computers, portable display devices, etc. which are equipped to receive such transmission in the form of data packets using technologies including but not limited to GPRS, Edge, UMTS, HSPA, Wi-Fi, Wi-Max, (including other mobile WiMAX standards developed during the Term), LTE, 3G, 4G, 4.5G, LTE-A, (also including E-UTRA) 5G or any of their related or derivative systems and services or any combination of other technologies that may come into existence in future during the Term;
- 1.1.16. **“Direct to Home (DTH)”** shall mean a service to distribute multi-channel television programmes (which shall include Free Television and/or Pay Television) by using a satellite system directly to a subscriber’s premises without passing through intermediary such as Cable Operator, MSO or any other distributor of the television channels;
- 1.1.17. **“Distribution Platforms”** shall mean and include but not be limited to Satellite Broadcasting, Terrestrial Television, Cable Television Networks, Internet Protocol Television Networks (“IPTV”), Head-end In the Sky (“HITS”), Direct to Home (“DTH”), Digital Distribution Platforms or any other platforms presently in commercial use or which comes into such use in the future or invented during the Term for exhibition on any Exhibition Device;
- 1.1.18. **“Dubbing Rights”** shall mean the right to dub the Assigned Film(s) in the Permitted Languages as per the provisions of this Agreement;

- 1.1.19. **“Editing Rights”** shall mean the right to edit the Assigned Film(s) in order to (i) comply with the local censorship and broadcasting laws, regulations, advisories and/or (ii) comply with the Assignee’s internal standards and practices, and/or (iii) for synchronizing the timing of the Assigned Film(s) and scheduling requirements of the Assignee; For the sake of clarity, the Assignee shall have the right to include commercial breaks during the telecast of the Assigned Film(s) on the Distribution Platforms in accordance with Schedule 1 to display the advertisements of third party products/services;
- 1.1.20. **“Electronic Sell-Through (EST)”** shall mean the electronic delivery and/or exhibition of a cinematograph film or any audio-visual content only through Distribution Platforms, solely on a non-advertisement supported and non-recurring monetary fee basis, where the timing of same is not pre-determined, but rather is at the consumer’s discretion, and for the right to permanently download, retain and/or have access to same, the consumer is charged a separate (*i.e.*, per movie or per episode, and not bundled together or marketed as part of a “season pass”) material monetary transactional fee that is neither subsidized nor otherwise discounted by the purchase of other products, services or promotions.
- 1.1.21. **“Exhibition Device”** shall mean any device which is capable of receiving and exhibiting audio visual content either directly or through some other device which is either tethered to the first device or wirelessly and shall also include mobile and tethered devices including but not limited to televisions, mobile devices, computers, laptops and such other devices which are presently not in commercial use or existence but may come into such use or existence during the Term;
- 1.1.22. **“Film Materials”** shall mean the Master, Link Documents and Publicity Materials of the Assigned Film(s), *i.e.* the dubbed and censored versions of the Original Production Language version of the Assigned Film(s) in Hindi, Kannada, Malayalam and Tamil languages. Film Materials shall also include the language scripts and/or the DVDs of the Assigned Film(s), as the case may be, to enable the Assignee to carry out subtitling and dubbing of the Assigned Film(s) in Permitted Languages;
- 1.1.23. **“Free Television”** shall mean the mode of programming distribution by which a linear programming service or a channel is delivered by means of any Distribution Platforms including but not limited to Satellite Broadcasting and Cable Television Network, as the case may be, without any charge being made to the viewer other than fees, assessments or taxes levied by government agencies or any service fee charged for the reception of advertiser supported services by the service provider of the channel along with any basic charge levied by the service provider of the Distribution Platform from time to time towards the basic tier of service containing transmission and retransmission signals;
- 1.1.24. **“Free Video On Demand (FVOD)”** shall mean that mode of programming distribution by which an individual program is delivered by a programming service on an on-demand basis through any of the Distribution Platforms, without paying any subscription fee or charge by the viewer, to view such program at a time chosen by the viewer entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such program using computer information storage, retrieval and management techniques during a certain period at the discretion of the service provider.
- 1.1.25. **“Headend in The Sky (HITS)”** shall mean satellite multiplex services provided by the operator whereby the signals of multi channels delivered to Cable Operators controlled through the Headend in the Sky;
- 1.1.26. **“Internet”** shall mean the system making use of the TCP/IP software protocols known as the internet or the worldwide web whatever the communications links may be which connects the user (including by way of fixed, mobile, DSL, ISDN, UMTS, Wi-Max or other broadband links)

including any development in such protocols or any other protocols which may be developed during the Term which give equivalent, reduced or enhanced functionality compared with such protocols;

- 1.1.27. “***IPTV***” shall mean an Internet protocol television system where a digital television service is delivered by using Internet Protocol over a network infrastructure, which may include delivery by a broadband connection or DSL cable connection with a set-top-box for exhibition on any Exhibition Device;
- 1.1.28. “***Linear Rights***” shall mean the right to broadcast and/or in any other manner communicate the Assigned Film(s) as part of services consisting of audio visual content scheduled in a linear sequential manner by the service provider to be transmitted and/or redistributed through any of the Distribution Platforms which are delivered to a viewer for exhibition on any Exhibition Device where no control is available to the viewer for selection, timing or sequencing;
- 1.1.29. “***Link Documents***” shall mean the censor certificate issued by the Central Board of Film Certification in India (“CBFC”) for the Assigned Film(s), *i.e.* the dubbed and censored versions of the Original Production Language version of the Assigned Film(s) in Hindi, Kannada, Malayalam and Tamil languages, and all agreements or other documents which vests the ownership of the Assigned Film(s) in favor of the Assignor;
- 1.1.30. “***Local Cable Distribution Rights***” shall mean exhibition by means of co-axial cable, in any part of the Territory on cable television channels including but not limited to Free Television and/or Pay Television) that are owned and operated by local Cable Operators/MSOs or their affiliates on Cable Television Network systems;
- 1.1.31. “***Masters***” shall mean the hard drive disk (HDD) or digibeta tape(s) containing the Assigned Film(s) in high definition format as per the technical specifications set forth in *Schedule 5*;
- 1.1.32. “***Mobile Broadcast Technology***” shall mean any wireless technology standard which is used for the purpose of multi-point broadcast or cellular multicast of audiovisual content to the mobile and/or any other device, including, but not limited to, MBMS, BCMCS, DVB-H, ISDB-T, DAB, DMB-T, MediaFlo or any derivative or successor technology or any combination of them and shall exclude Digital Platform Broadcast;
- 1.1.33. “***Multi System Operator/MSO***” shall mean any person who receives broadcasting service from a broadcaster and/or their authorized agencies and re-transmits the same to consumers and/or re-transmits the same to one or more Cable Operators and includes its authorized distribution agencies;
- 1.1.34. “***Near Video On Demand (“NVOD”)***” shall mean that mode of programming distribution by which a program is delivered by a programming service through any of the Distribution Platforms, by way of multichannel broadcasting facility wherein the transmission of the same program/ video is made simultaneously on several channels, but each starting a short time after the other (for example 15 mins), making it possible for the viewer to choose to start watching over, say, a whole evening.
- 1.1.35. “***On Demand Rights***” shall mean the right to provide the Assigned Film(s) using any technology on any platform including but not limited to the Distribution Platforms or through Digital Platform Broadcast for viewing on any Exhibition Device where the user/viewer is provided the means to exercise substantial control over the selection, timing, sequence and/or configuration of content being viewed through download, streaming, permanent or temporary transfer of data or any other technology where such content is not primarily intended to be viewed on a simultaneous basis by all users/viewers in a linear, sequential manner. On Demand Rights shall include all the On Demand services including but not limited to Pay Per View (“PPV”), Near

Video On Demand (“NVOD”), Subscription Video On Demand (“SVOD”), Transactional Video on Demand (“TVOD”), Audio on Demand (“AOD”), Free Video On Demand (“FVOD”), Advertising Video On Demand (“AVOD”), Electronic Sell-Through (“EST”) and all other On Demand rights whether presently in use or which may come into commercial use during the Term and regardless of nomenclature used;

- 1.1.36. “**Pay Per View (“PPV”)**” shall mean the mode of programming distribution by which individual programs are delivered through any of the Distribution Platforms to the subscriber where an access charge on a per-exhibition basis (i.e. multiple number of runs every day) is made to a subscriber in relation to the subscriber’s election to view an individual film, at a time scheduled by the Assignee and/or its sub-licensee(s), by continuous exhibition on any Exhibition Device. PPV shall specifically exclude Subscription Video on Demand (SVOD) and Transactional Video on Demand (TVOD) right of exploitation of the Assigned Film(s);
- 1.1.37. “**Pay Television**” shall mean the mode of programming distribution by which a linear programming service or a channel is delivered by means of any Distribution Platform including but not limited to Satellite Broadcasting and Cable Television Network, as the case may be, for exhibition to viewers upon their payment of an annual, monthly or other regular subscription and/or access fees charged for a package or packages of services (including a package which is required to be purchased or accessed before access to other television services is permitted) containing such service or channel where such service or channel may also be subscribed on *à la carte* basis upon payment of subscription fee by the viewer. The term Pay Television shall include basic pay television i.e. advertiser supported and premium pay television i.e. less/non advertiser supported;
- 1.1.38. “**Permitted Languages**” shall mean the languages as set out in *Schedule 1*;
- 1.1.39. “**Publicity Material**” shall mean promos/trailers, artwork, and any other publicity materials of the Assigned Film(s) including audio-visual or print materials that will be provided by the Assignor to the Assignee, on best effort basis, as and when available or created by the Assignee and/or its Affiliates from the Assigned Film(s);
- 1.1.40. “**Promotion Rights**” shall mean the right to promote the Assigned Film(s) and for such purpose use any image, audio, visual or audio visual from the Assigned Film(s) to create such promotional material (“**Promos**”) and to exhibit such Promos on any medium including but not limited to through Distribution Platforms;
- 1.1.41. “**Runs**” shall mean the frequency of exploitation of the Assigned Film(s) as specified in Schedule 1. For the purposes of this Agreement, the Runs shall be construed as unlimited rotation of the Assigned Film(s) in the Distribution Platforms during the Term unless specifically restricted under this Agreement;
- 1.1.42. “**Satellite Broadcasting**” shall mean delivery of services consisting of audio visual content which is uplinked and broadcasted (in digital or analogue mode) through satellite in extraterrestrial orbit and beamed down to the earth where such signals of the services are received by way of a satellite antenna and re-broadcast of such signals (in digital or analogue mode) by means of wireless diffusion or through cable (fiber optic or coaxial wire) through different platforms including but not limited to the Distribution Platforms and/or any other platforms devised in future during the Term. It is clarified for the avoidance of doubt that the reference to Distribution Platforms herein is only for the purpose of retransmissions of satellite based services as aforesaid and not for the purpose of any other direct linear transmissions. The term Satellite Broadcasting includes Free Television and Pay Television;
- 1.1.43. “**Subtitling Rights**” shall mean the right to subtitle the Assigned Film(s) in the Permitted Languages;

- 1.1.44. ***“Subscription Video on Demand (“SVOD”)”*** shall mean that mode of programming distribution by which a package of programs (defined by quantity or time period or type/category of product) is delivered by a programming service on an on-demand basis through any of the Distribution Platforms, upon payment of a subscription (and not a per program or per exhibition) fee, to view such programs at a time chosen by the subscriber entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such program using computer information storage, retrieval and management techniques, during the subscription period determined by the service provider, but excludes a digital download service through which users receive a perpetual license to own a digital copy of the program;
- 1.1.45. ***“Syndication Rights”*** shall mean the Assignee’s right to further assign or license(s) and allow sub-license(s) of the Assigned Rights of the Assigned Film(s) where song(s) of the Assigned Film(s) are incorporated or any part thereof to any third party during the Term and within the Territory as it deems fit, subject to the terms of this Agreement;
- 1.1.46. ***“Terrestrial Television”*** means the rights to broadcast the Assigned Film(s) as part of the linear television programming service/channel(s) which is available for reception without the use of any decoding, decrypting, satellite receivers and can be received by standard television sets through the means of a rooftop antenna or such other device situated at the premises of the viewer which is capable of receiving terrestrial waves/signals either in analogue or digital format and/or via any other technology which may be invented from time to time and the expression ***“Terrestrial Television Rights”*** shall be construed accordingly. It is hereby clarified that Terrestrial Television shall also include any broadcast provided by re-transmission by other Distribution Platforms who receives and retransmits such terrestrial broadcast simultaneously only if the local law of such part of the Territory mandates such re-transmission by other Distribution Platforms;
- 1.1.47. ***“Term”*** shall mean the term of this Agreement as specified in Clause 4 of the Principal Terms;
- 1.1.48. ***“Territory”*** shall mean the territory as set out in Schedule 1;
- 1.1.49. ***“Transactional Video on Demand (“TVOD”)”*** shall mean that mode of programming distribution by which an individual program is delivered by a programming service on an on-demand basis through any of the Distribution Platforms that permits the subscriber, upon payment of a separate one-off fee, to view such program at a time chosen by the subscriber entirely at his/her discretion without reference to a schedule of viewing times pre-established by the service provider and to stop and start, pause, fast-forward and rewind (or any of these functionalities) the exhibition of such program using computer information storage, retrieval and management techniques during a certain period after the subscriber’s first viewing of the program.
- 1.2. **Interpretation.** Any reference in this Agreement to any statute or statutory provision shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of this Agreement and to all statutory instruments, orders, regulations and directives modifying or extending the same for the time being made pursuant to it. Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders. Unless otherwise stated references to clauses, sub-clauses, paragraphs, sub-paragraphs, schedules, annexures and exhibits shall mean and include references to clauses, sub-clauses, paragraphs, sub-paragraphs, schedules, annexures and exhibits related to this Agreement only.

SCHEDULE 3
STANDARD TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

Terms not defined herein shall have the same meanings as in Schedule 2 of the Definition and Interpretation.

2. ASSIGNOR'S REPRESENTATIONS AND WARRANTIES

The Assignor represents, warrants, declares, undertakes and agrees that:

- 2.1. The Assignor is duly organized and validly existing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 2.2. Assignor is the producer of the Assigned Film and the owner of the intellectual property rights including copyright with respect to the Assigned Film in any format throughout the Territory and the Assignor has not waived any of its rights as the copyright owner of the Assigned Film.
- 2.3. The Assignor is the sole, absolute, exclusive and unencumbered right holder of the Assigned Rights in and with respect to the Assigned Film for the Term and Territory and there are no claims, litigations, arbitration, proceedings in respect of the Assigned Film and/or Assigned Rights, and further that it has not, prior to the signing of this Agreement, granted, transferred, created lien, mortgaged or encumbered in any way and in any manner whatsoever the Assigned Rights or any part thereof to any other person to the prejudice of the Assignee.
- 2.4. The Assignor hereby agrees to submit (along with the delivery of the Film Materials), a No Objection Certificate (NOC) from the co-producer(s) of the Assigned Film(s), *i.e.*, Swapna Dutt and Priyanka Dutt, stating that the Assignor has the complete authority to assign the Assigned Rights of the Assigned Film(s) to the Assignee under this Agreement without any objection or hindrance by the co-producer(s) or any third party whatsoever. No other licenses, consents, permissions or payments are necessary to exercise the Assigned Rights or any part thereof by the Assignee.
- 2.5. The Assignor is not under any disability, restriction or prohibition, whether legal, contractual or otherwise, which shall prevent the Assignor from performing or adhering to any of its obligations under this Agreement and has not entered into and shall not enter into any agreement that may violate the terms of this Agreement.
- 2.6. The execution and delivery of this Agreement and the performance by the Assignor of its obligations under this Agreement have been duly and validly authorized by all necessary corporate actions on the part of it. This Agreement constitutes legal, valid and binding obligation enforceable against it in accordance with its terms.
- 2.7. The Assignor warrants that the exercise of any of the Assigned Rights granted hereunder by the Assignor to the Assignee will not violate any applicable law and/or infringe any right whatsoever (including but not limited to the intellectual property rights, copyright, trademark, right to privacy, right to publicity, moral rights etc.) of any third party as per the laws of India.
- 2.8. The Assignor represents and warrants that the relevant Link Documents shall be furnished by the Assignor in relation to the Assigned Film(s) as per the terms herein for the Assignee to conduct a due diligence exercise and the copies of the Link Documents are complete copies of the original and the Link Documents remain in full force and effect and none of its terms or conditions shall be amended, varied or waived in any manner whatsoever, whether by course of conduct or otherwise to the prejudice of the Assignee.

- 2.9. The Assignor has not committed any default and/or breached any warranty or representation with respect to the production of the Assigned Film with any third party, or under any other agreement with any third party or any other event which might constitute an event of default or breach of warranty or obligation of the Assignor and thereby resulting in any defect or restriction in any rights in the Assigned Film or which will prevent the Assignor from performing its obligations under this Agreement.
- 2.10. The Assignor shall not, during the subsistence of the Agreement, exploit or permit the exploitation of the Assigned Rights during the Term and in the Territory or create an adverse title to the Assigned Rights or any part thereof in any manner in the Assigned Film(s) in the Territory.
- 2.11. This Agreement and the Link Documents in relation to the Assigned Film(s) are not in contravention of Section 19(8) of the Copyright Act, 1957 and shall in no manner be contrary to the terms and conditions of the rights already assigned by the Assignor or the authors of the Assigned Film(s) (including the literary works and musical works) to any copyright society in which the Assignor or the authors are members. Section 19(4), 19A read with 30A of the Copyright Act, 1957 (as amended) are not applicable to this Agreement and the Link Documents in relation to the Assigned Film(s).
- 2.12. The Assignor hereby declares and affirms that the contents of the Assigned Film(s) is in conformity with the laws prevailing in India and have been duly censored by the CBFC. In case the Assigned Film(s), as certified by CBFC, is not suitable for unrestricted exhibition under the Cinematograph Act, 1952, the Assignor undertakes to do the needful to obtain “U”/ “U/A” exhibition certificate from the CBFC as per the Cinematograph Act, 1952 before handing over the Masters to the Assignee on dates and terms set out in this Agreement.
- 2.13. In the event, the Assignee is unable to exploit the Assigned Film(s) due to any claims raised by any third party against the Assigned Film(s), Assigned Rights and/or any unfurnished/concealed documents, then the Assignor shall deal with all such claims and resolve the matter on its own without any recourse to Assignee.
- 2.14. The Assignor represents and undertakes that the Assignor and/or any other third party has not and shall not, directly or indirectly, whether by itself or jointly with any other person enter into any understanding, arrangement and/or execute any documentation or agreement with any distributor(s), platform(s) or any other person(s), which may, limit the Assignee from exercising the Assigned Rights, cause prejudice, conflict with and/or amount to breach in the due course of exploitation of the Assigned Rights of the Assignee in the Assigned Film(s) during the Term, in any manner.
- 2.15. The Assignor shall not make or issue any statements on behalf of the Assignee and its Affiliates or any statement that may be prejudicial to the Assignee and its Affiliates, their reputation or business.
- 2.16. The Assignor undertakes to replace the tapes of the Assigned Film(s) if the format of the Assigned Film(s) does not meet the technical specifications of the Assignee (as set forth in Schedule 5 of this Agreement).
- 2.17. The Assignor hereby agrees and acknowledges that the Assignee shall be entitled to edit, delete, alter and modify a portion or portions from the Assigned Film(s) to suit dubbing trends for the Permitted Languages. Any song, parts of songs, dialogues, background score, etc. may be retained in the original language as per the requirements of the scene and the discretion of the Assignee. This includes the complete and unfettered right to insert commercials and to appoint

sponsors (both presenting and associate sponsors) during the exhibition of the dubbed versions of the Assigned Film(s) as the Assignee may deem fit at its sole discretion.

- 2.18. The Assignee shall be the sole presenter or producer of the dubbed version of the Assigned Film(s) in all Permitted Languages in relation to the Assigned Rights and shall have the right to obtain the CBFC Certificate for any dubbed versions created by the Assignee in the Permitted Languages.
- 2.19. The Assignor represents and warrants that the dubbing right holders of any other language/versions of the Assigned Film(s) shall not be eligible for dealing in and/or assigning/licensing the dubbing rights for the Permitted Languages to any third party even if they obtain a censor certificate for such version of said Assigned Film(s) by shooting a few fresh scenes. For the avoidance of doubt, it is hereby clarified that even if the Assignor or any third party adds a few fresh scenes in the Assigned Film(s), the same shall not be construed to be a fresh film and/ or a remake and/ or a new cinematograph film even if a separate censor certificate is obtained for the same save and except where the Assigned Film(s)'s underlying works are adapted to make a remake or such derivative work.
- 2.20. The Assignor represents and undertakes that it shall execute the letter(s) in the form and format attached in **Schedule 6** with the Indian Film and Television Producer's Council ("IFTPC") giving its no objection for use of the original title of the Assigned Film(s) for the dubbed version as well. In case the Assignor is not the producer and/ or if the Assignor is not the sole producer of the Assigned Film(s) then the Assignor agrees to get the aforesaid letter(s) executed from the producer(s) of the Assigned Film(s). The Assignor further represents and undertakes to provide the copies of such letter(s) to the Assignee within 30 (thirty) days from the date of this Agreement.
- 2.21. The Assignor represents and warrants that the Assigned Film(s) and underlying works thereof do not infringe any right including intellectual property right and/or moral rights of any third person. The Assignor further warrants that the exercise of any of the Assigned Rights granted hereunder by the Assignor to the Assignee will not infringe any right whatsoever (including but not limited to the copyright, trademark and right of privacy) of any third party. The Assignor hereby declares and affirms that the Assigned Film(s) is in conformity with the laws prevailing in the Territory.
- 2.22. The Assignor has obtained all necessary permissions, approvals or waivers to use or authorize the use of the likeness, name, photographs and/or voice of the artist(s)/talent(s) included in the Assigned Film(s) for the Term and throughout the Territory solely with respect to promotion of Assigned Rights subject to the terms of the respective artist(s)/talent(s) agreements.
- 2.23. Save as agreed under the Agreement, the Assignee is not responsible for procuring any music licenses or authorizations including any performance licenses in respect of any music incorporated in the Assigned Film(s).
- 2.24. The Assignor has specifically represented to the Assignee that none of the Assigned Rights have been granted to any third party at any time by the Assignor and/or any third party(ies).
- 2.25. The Assignor represents and warrants that any and all contributors, performers, authors, etc. have been/shall be duly paid their fees/ remuneration with respect to the Assigned Film(s) and that there is no pending or threatened dispute with any such contributors, performers, authors, etc.
- 2.26. The Assignor shall ensure that that the Lead Actors (as specified in Schedule 4) of the Assigned Film(s) shall be available during the publicity period of the Assigned Film(s) to participate in

the social media campaigns and promotional activities in relation to the premiere/first telecast of the respective Assigned Film(s) in such a manner as mutually agreed between the Parties

- 2.27. The Assignor shall ensure that the Lead Star Cast and Director of the Assigned Film(s) (as specified in Schedule 4) shall participate and perform in upcoming events of the Assignee within 3 (three) months from first exploitation of the respective Assigned Film on mutually agreed terms on a best effort basis and at no additional fees payable to the Assignor and/or the artists.
- 2.28. The Assignor agrees and undertakes that in the event the Assignee enters into any agreement/arrangement/understanding with any third-party brand for the purpose of promotion and marketing of the Assigned Rights of the Assigned Film(s), then all revenues generated as a result of such agreement/arrangement/understanding will be retained by the Assignee and the Assignor will have no objection and/or claim on the same. For the sake of clarity, this clause does not grant any rights to the Assignee in relation to the in-film branding of the Assigned Film(s).
- 2.29. To the extent applicable, the Assignor hereby agrees that the Assignor has read, understood and shall comply with the Assignee's Whistle Blower Policy, as updated from time to time, and located at <https://assets.zee.com/wp-content/uploads/2021/07/13170747/Whistle-Blower-n-Vigil-Mechanism-policy-updated.pdf> ("WBP"). In the event the Assignor notices/detects any Unethical and Improper Practices as mentioned in the WBP (including without limitation financial malpractice, dishonesty, money laundering, corruption and fraud), and/or any suspected behaviour that may impact the Assignee in any manner during the Term of this Agreement, then the Assignor shall, on a best endeavour basis, inform the Assignee of such practices/behaviour. The Assignor shall duly disseminate the details of the WBP and contact number of the Vigilance Officer to all their employees, representatives, agents and business associates.
- 2.30. To the extent applicable, the Assignor hereby agrees that the Assignor has read, understood and shall comply with Assignee's Partner/ Supplier Code of Conduct, as updated from time to time, and located at https://assets.zee.com/wp-content/uploads/2021/08/12144334/Code-of-Conduct_website.pdf ("Code") and agrees to conduct business in strict legal compliance and with the highest ethical standards. For the sake of clarity, the Code, or the demonstration of its compliance, does not create any third-party beneficiary rights for the Assignor. The standards of the Code are in addition to, and not in lieu of, provisions of any legal agreement or contract between the Assignor and the Assignee and in case of conflict between the Code and legal document(s), the Code shall prevail.

The Assignee represents and warrants that:

- 2.31. The Assignee is duly organized and validly existing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
- 2.32. The Assignee will not exploit or deal with the Assigned Rights and/or the Assigned Film and / or the Excluded Rights in any manner contrary to the terms under this Agreement.
- 2.33. The Assignee shall ensure timely payment of the Assignment Fee.
- 2.34. The Assignee represents and warrants to comply to the Editing Rights (as defined in the Agreement).

3. AUTHORISATION

The Assignor hereby empowers and authorizes the Assignee to take any lawful action, legal proceeding or other proceedings to safeguard the Assigned Rights under this Agreement, and if

required by the Assignee to do so, the Assignor shall be included as a party to such proceedings to safeguard the Assigned Rights granted herein at no additional cost to the Assignor. For this purpose, if necessary, the Assignor shall execute such documents/deeds/papers/affidavit/power of attorney to enable the Assignee to commence, prosecute and defend action/proceedings and subject to the Assignor retaining its right to legally review and pre-approve such documents/deeds/papers/affidavit.

4. INDEMNITY

- 4.1. Each Party ("Indemnifying Party") hereby undertakes to indemnify and keep indemnified the other Party, its Affiliates, group companies, its respective directors and employees, ("Indemnified Party") at all times from and against any and all loss, actions, proceedings, disputes, claims, demands, damages, costs (including without prejudice to the generality of this provision legal costs of the Indemnified Party of a solicitor, lawyer, etc.), awards and consequences, however arising, directly or indirectly, as a result of any breach of the Indemnifying Party's representations, undertakings, warranties, or obligations under this Agreement including but not limited to any third party claims against the Indemnified Party arising thereof. Further, the Indemnifying Party shall indemnify the Indemnified Party if there is are any restrictions on the production and/or exploitation of the rights granted to the Indemnified Party under this Agreement as a direct and/or indirect result of the contents of the Assigned Film(s) and the Indemnifying Party shall be solely liable to clear such claims, liabilities as the case may be.
- 4.2. The Assignor shall indemnify and keep the Assignee indemnified at all times, from and against any third-party claims that arise with respect to the Link Documents furnished at the time of due-diligence by the Assignor to the Assignee as well as any third party claims with respect to the chain of titles, concealment of documents by Assignee and also, with respect to the rights granted by the Assignee in the Assigned Film(s) for which no Link Documents have been furnished by the Assignor.
- 4.3. Under no circumstances, shall the Parties be liable for indirect, incidental, consequential, special or exemplary damages (even if such Party has been advised of the possibility of such damages), in connection with its obligations under this Agreement.
- 4.4. Notwithstanding any other provisions in this Agreement, the provisions of Clause 4 shall survive earlier termination of this Agreement.

5. CONFIDENTIALITY

- 5.1. The Party receiving the Confidential Information shall:
 - 5.1.1. use the Confidential Information only for the purpose of fulfilling its obligations under this Agreement and for no other purpose; and
 - 5.1.2. keep the Confidential Information confidential, except: (a) to the extent necessary to comply with the law or the valid order of a court of competent jurisdiction, in which event the party making such disclosure shall seek confidential treatment of such information; (b) as part of its normal reporting or review procedure to its parent/group/Affiliate company, its auditors and its attorneys, provided, however, that the parent/group/Affiliate company, auditors and attorneys agree to be bound by the provisions of this Clause 5.1.2; and (c) to enforce its rights pursuant to this Agreement.
- 5.2. For the purpose of this Agreement "Confidential Information" shall mean any electronic, written or oral information, including the Assigned Film(s) and the terms and contents of this Agreement and not limited to production, creative contents, business details, financial

information, and so on, which is disclosed by one party to the other in the course of this transaction. Confidential Information' shall not include:

- 5.2.1. The information which is in the public domain or comes into the public domain otherwise than by disclosure or default by the Assignee; or
- 5.2.2. The information which was or is lawfully obtained or available from a third party who was lawfully in possession of the same and free to disclose it;
- 5.3. Neither Party may make any public announcement or press release about the terms and conditions of this Agreement without the other Party's prior written approval and consent.
- 5.4. Notwithstanding anything stated herein either Party shall be entitled to disclose the terms of this Agreement to its investors, partners and business representatives on need-to-know basis.

6. TERMINATION

- 6.1. The Assignor shall have right to terminate the Agreement with respect to Assigned Film(s) by giving a 15 (fifteen) day prior written notice to the Assignee, in case the Assignee fails to make the payment or a part thereof of the Assignment Fee for any of the Assigned Film and/or exploits the Excluded Rights which are not granted under this Agreement even after 15 (Fifteen) days from the scheduled date of payment and further fails to cure the breach within the aforesaid notice period. Provided however, that the Assignor shall not be entitled to terminate this Agreement in the event that the delay in making payment of the Assignment Fee is attributable to the breach of any of the Assignor's representations, warranties or obligations or any proven third-party claims which results in a restrictive/restraining court order/injunction and/or any kind of restraint order passed by any statutory/ government/ regulatory authority.
- 6.2. In the event of termination under Clause 6.1, the following consequences shall follow:
 - 6.2.1. In the event the Assignee has not exploited any of the Assigned Rights (save and except the Promotion Rights) of the Assigned Film(s) on its Channel(s), prior to the date of termination, then any payments (including taxes) received till the date of termination by the Assignor from the Assignee shall be duly refunded within a period of 60 (sixty) working days from the date of termination. It is agreed that only upon receipt of such payment by the Assignee shall the Assigned Rights in the Assigned Film(s) revert to the Assignor, the Assignor shall be free to deal with the same with any third party and the Assignee shall immediately cease from exploiting the Assigned Rights in the Assigned Film(s) in any manner whatsoever. Assignor shall have no further obligations to the Assignee under this Agreement.
 - 6.2.2. In the event the Assignee has exercised the premiere telecast of any of the Assigned Film(s) on its Channel(s), prior to the date of termination, then the Assignor shall be entitled to the Assignment Fee as per the terms captured under Clause 6.3 of the Principal Terms with respect to the Assigned Film(s). In the event the same is not paid to the Assignor till the date of termination, the Assignee shall pay the same within 60 (sixty) days of such termination ("**Cure Period for Assignee**"). In the said amount is not paid by the Assignee within the Cure Period of the Assignee, then the Assignee shall be liable to pay the same along with an interest of 12% (twelve percent) interest per annum on calculated on the said amount from the date of expiry of the said Cure Period for Assignee until realization thereof of such due amount by the Assignor. Notwithstanding anything mentioned in this Agreement, the Assigned Rights in the Assigned Film(s) shall immediately revert back to the Assignor and the Assignor shall be free to deal with the same with any third party. The Assignee by itself or through any third parties shall immediately cease from exploiting the Assigned Rights in any manner

whatsoever. The Parties shall have no further obligations to the Assignee under this Agreement.

- 6.3. The Assignee shall have a right, without prejudice to any other right or remedy available to the Assignee under the Applicable Law or equity, to terminate this Agreement, in its entirety or with respect to the Assigned Film(s), after the completion of the stipulated written notice period, if:
- 6.3.1. The Assignor is in breach of any of its representations, warranties, undertaking and obligations and/or breach of the terms specified under this Agreement and if rectifiable, fails to cure the same within a notice period of 30 (thirty) days.
- 6.3.2. There are any claims received by the Assignee from any third party in relation to the ownership of the copyright and/or the Assigned Rights of the Assigned Film(s) and if the Assignee is unable to exploit the Assigned Rights of the Assigned Film(s) due to any restraining order/ notification issued by any judicial authority and/ or statutory authority and/ or any government authority and/ or any regulatory authority and the Assignor fails to act upon and the Assignor fails to vacate the same within a period of 60 (sixty) working days from the date of the order;
- 6.3.3. The Assignor fails to deliver the Film Materials (including the Masters) to the Assignee which meet the technical specifications of the Assignee (as set forth in Schedule 5 of this Agreement), within the stipulated timelines as agreed between the Parties under this Agreement or fails to rectify the technical defects and/or replace the Film Materials within a period of 30 (thirty) days in accordance with Clause 9 of the Standard Terms and Conditions under this Agreement.
- 6.4. In the event of termination of this Agreement by the Assignee in accordance with any of the provisions mentioned in Clause 6.3 of the Standard Terms and Conditions, the Assignor shall be liable to forthwith refund the Assignment Fee already paid by the Assignee in respect of the Assigned Film(s) under this Agreement calculated on a pro-rata basis (as defined herein below), within 60 (sixty) days from the date of termination (“**Cure Period of Assignor**”). If the Assignment Fee is not refunded within the Cure Period of the Assignor as per the below mentioned pro-rata table, then Assignor shall be liable to refund the Assignment Fee along with an interest of 12% p.a. (twelve percent per annum) calculated on the said amount from the expiry of the aforesaid Cure Period for the Assignor until realization thereof of such amount by the Assignee.

Period when the Agreement is terminated	Percentage of refund of the Assignment Fee actually received by the Assignor till date
Termination prior to the Start Date of the Assigned Film(s) by the Assignee	100% (one hundred percent) of the Assignment Fee, plus taxes, as received by the Assignor until the date of termination.
Termination after Start Date but prior to completion of 1 (one) year therefrom	60% (sixty percent) of the Assignment Fee, plus taxes, received by the Assignor until such date of termination
Termination after a period of 1 (one) year from the Start Date upto a period of three (3) years therefrom	40% (forty percent) of the Assignment Fee, plus taxes, received by the Assignor until such date of termination
Termination after a period of 3 (three) years from the date of first exploitation/telecast of the Assigned Film(s) by the Assignee upto a period of 5 (five) years from the date of first	20% (twenty percent) of the Assignment Fee, plus taxes, received by the Assignor until such date of termination

exploitation/telecast of the Assigned Film(s) by the Assignee	
Termination after a period of 5 (five) years from the date of first exploitation/telecast of the Assigned Film(s) by the Assignee upto a period of 8 (eight) years from the date of first exploitation/telecast of the Assigned Film(s) by the Assignee	10% (ten percent) of the Assignment Fee, plus taxes, paid to the Assignor.
Termination after a period of 8 (eight) years from the date of first exploitation/telecast of the Assigned Film(s) by the Assignee	The Parties shall discuss any other mutually agreed option in the best interest of both Parties on good faith basis.

- 6.5. Notwithstanding anything contrary contained herein, it is clarified that if Agreement is terminated for any reason whatsoever, upon payment/refund of the amounts by the Assignor as provided hereinabove, any and all Assigned Rights shall forthwith revert in favour of the Assignor. Assignor shall have no further obligations to the Assignee under this Agreement.
- 6.6. However, the termination of the Agreement shall not affect any of the obligations of the Parties arising hereunder this Agreement prior to the date of termination.
- 6.7. All the above rights and remedies shall be cumulative and in addition to any and all other rights and remedies whatsoever to which either Party may be entitled.
- 6.8. Notwithstanding the termination of this Agreement, the provisions of this Agreement related to rights, indemnity, confidentiality, governing law, consequences of termination and all accrued claims, the nature of which should reasonably require the survival thereof shall survive the termination of this Agreement.

7. FORCE MAJEURE

In the event of either Party is unable to render and perform its obligations under this Agreement on account of Force Majeure events (which term includes act of god, public enemy, epidemics, revolt, strikes, riot, terrorist attack, fire, flood, war, typhoon and any regulation of the government or order of any competent statutory or judicial authority or of any government in the Territory) to perform any obligation required to be performed by the Parties under this Agreement, in which case the obligation hereunder shall be suspended, upon notification in writing by the Party affected by such force majeure events to the other Party supported by satisfactory evidence for the period of delay caused by such Force Majeure event. However, if the Force Majeure event continues for a period of more than 30 (thirty) days, then the Assignee may at its option terminate this Agreement by giving a notice to the Assignor. In such case, pro-rata refund, calculated from the Start Date, shall be made forthwith by the Assignor to the Assignee

8. GOVERNING LAW AND JURISDICTION

This Agreement (and any dispute, difference, proceeding or claim of whatever nature arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the laws of India and shall be subject to the exclusive jurisdiction of Mumbai courts only.

9. DELIVERY OF MATERIALS

It is clarified that in the event the Masters that have been delivered by the Assignee (including Censor Certificates) do not meet the specifications of the Assignee, the Assignor shall forthwith replace the Masters (including Censor Certificates) to the satisfaction of the Assignee, at no cost to the Assignee.

10. MISCELLANEOUS

- 10.1. 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 bind the other Party in any manner whatsoever other than under the terms of this Agreement, 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.
- 10.2. The Assignor agrees to execute any reasonable additional document that may be required or desirable to fully effectuate the purposes and intent of this Agreement or to carry out the obligations of the Parties hereunder at no additional costs to the Assignor, provided such documents shall not be in contravention of the terms herein.
- 10.3. This Agreement contains the full and complete understanding between the Parties and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by the Parties to this Agreement.
- 10.4. 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 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.
- 10.5. 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.
- 10.6. 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.
- 10.7. In the event Subtitling Rights and Dubbing Rights are granted under Schedule 1, the Assignee shall create subtitled transcript(s) and dubbing material of the Assigned Film(s) for the Term, and in case the Assignor desires to have access and use of such element(s), Assignor will require the Assignee's prior written consent on cost and terms to be negotiated in good faith.
- 10.8. This Agreement including all the rights and obligations herein are non-assignable by the Assignor. However, the Assignee shall be entitled to assign any or all of its rights under this Agreement. In such an event all the representations, warranties and covenants on the part of the Assignor contained in this Agreement shall be binding on the representatives, heirs and beneficiaries of the Assignor and the Assignor's estate and shall ensure for the benefit of any assignee or sub-assignee of the Assignee. . However, subject to providing prior written intimation of the Assignee, the Assignor may assign, transfer, license, sub-license, grant this entire Agreement to (i) to any entity controlling, controlled by or under common control with Assignor and/or with Swapna Dutt and/or with Priyanka Dutt; (ii) by reason of merger,

consolidation, reorganization or similar transaction, or in connection with the acquisition of a majority of Assignor's voting capital stock; or (iii) any group companies and/or Affiliates of the Assignor and/or Swapna Dutt and/or Priyanka Dutt. In such an event, the Assignor shall ensure that any entity to which the Agreement is assigned, transferred, or licensed shall agree in writing to be bound by all the terms, conditions, representations, warranties and obligations of this Agreement, and shall not affect the Assignee's Assigned Rights or the original terms of the Agreement.

- 10.9. All notices, requests, approvals, and consents required to be given hereunder shall be given in writing and shall be sent by personal delivery, by certified mail, or by electronic mails (to the concerned authority) at the respective addresses of the Parties set forth above, or such other addresses as may be designated in writing.
- 10.10. The Stamp Duty payable on this Agreement shall be borne equally by the Parties. In the event, the Stamp Duty is initially paid by the Assignee, then the Assignee shall have right to demand a reimbursement of the 50% (fifty percent) of the amount of Stamp Duty from the Assignor, at any time during the Term of this Agreement and upon receipt of such demand the Assignor shall forthwith reimburse the same to the Assignee.
- 10.11. The terms of this Agreement have been agreed between the Parties on a non-precedential and non-citable basis.

SCHEDULE 4

SPECIFICATIONS OF THE ASSIGNED FILM(S)

Sr. No.	Assigned Film(s)	Lead Star Cast and Director	Theatrical Release Date	Start Date	End Date	Assignment Fees (In INR)
1.	<i>Kalki 2898 AD</i> (Hindi Language Dubbed and Censored Version of the Original Production Telugu Language Film)	<u>Lead Star Cast:</u> Amitabh Bachchan, Kamal Haasan, Prabhas, Deepika Padukone, Disha Patani and others <u>Director:</u> Nag Ashwin	27 th June 2024	(a) For all the <u>Assigned Rights (save and except for Free Television):</u> 1 st January, 2025 ("Pay TV Start Date"). (b) For Free <u>Television:</u> 27 th March, 2025 ("Free TV Start Date").	31 st December 2031	100/- (Indian Rupees Hundred only)
2.	<i>Kalki 2898 AD</i> (Kannada Language Dubbed and Censored Version of the Original Production Telugu Language Film)				Perpetuity	100/- (Indian Rupees Hundred only))
3.	<i>Kalki 2898 AD</i> (Malayalam Language Dubbed and Censored Version of the Original Production Telugu Language Film)				Perpetuity	100/- (Indian Rupees Hundred only)
4.	<i>Kalki 2898 AD</i> (Tamil Language Dubbed and Censored Version of the Original Production Telugu Language Film)			1 st January 2032	Perpetuity	100/- (Indian Rupees Hundred only)

SCHEDULE 5
TECHNICAL SPECIFICATIONS

Final Master with MIX Audio	Clean Master with UNMIX Audio
UHD Mov Apple Pro Res 422 HQ 25fps, TV 5.1 mix + Dolby Vision + HT ATMOS	UHD Mov Apple Pro Res 422 HQ 25fps, TV 5.1 Unmix (Clean copy) + Dolby Vision + HT ATMOS
HD Mov Apple Pro Res 422 HQ 50i, TV 5.1 mix	HD Mov Apple Pro Res 422 HQ 50i, TV 5.1 Unmix (Clean copy)

1) Points for preparing digital file – UHD/HD Mix Creative Master (One File)

- Master will be output as a single creative file.
- Rest of the supplement content will be lined up in a different timeline and output as a separate file.
- Audio track line up as per specs (Refer next pages annexure).
- Montage and End scroll just in case
 - **One File with Mix**
 - i. 10:00:00:00 – Disclaimer + Bumper + Content
 - ii. Folder Name – ABC_SN01_Ep01
 - iii. Seg 1 – Content (Nomenclature – E.g ABC_SN01_Ep01_Creative.MXF)

2) Points for preparing digital file for transmission – UHD/HD UnMix Supplement Master (One File)

- Clean copy of all coming ups and content with subtitle/graphics/S&P disclaimers, blur and beeps should be given in on file, with Unmix audio. (Refer next pages annexure)
- **One File with UnMix**
 - i. 09:59:50:00 – Slate with Ep Name + Ep No. (Dur:5sec)
 - ii. 09:59:55:00 – Black (Dur:5sec)
 - iv. 10:00:00:00 – clean copies
 - v. Folder Name – ABC Ep 1
 - vi. Seg 1 – Content (Nomenclature – E.g ABC_SN01_Ep01_Supplement.MXF)

3) IT tracks of the songs, Graphics/Packaging, behind the scenes which are created exclusively for the show to be submitted by end of series.

ZEE CHANNEL VIDEO FORMAT FOR TV HD & UHD

UHD VIDEO MASTER OUTPUT FORMAT

- UHD Mov Apple Pro Res 422 HQ 25p
- VIDEO CODEC Apple Pro Res 422 HQ
- VIDEO BIT RATE 700 Mbps CBR
- CHROMA SAMPLE RATE 4:2:2
- BIT DEPTH 10 BIT
- GOP STRUCTURE P-FRAME
- RESOLUTION PIXELS 3840 X 2160
- ASPECT 16:9
- FRAME RATE 25 FPS
- SCAN TYPE PROGRESSIVE
- SCAN ORDER NO FIELD PROGRESSIVE
- STANDARD PAL
- Dolby Vision IMF with XML

HD VIDEO MASTER OUTPUT FORMAT

- HD Mov Apple Pro Res 422 HQ 50i
- VIDEO CODEC Apple Pro Res 422 HQ
- VIDEO BIT RATE 100 Mbps CBR
- CHROMA SAMPLE RATE 4:2:2
- BIT DEPTH 10 BIT
- GOP STRUCTURE P-FRAME
- RESOLUTION PIXELS 1920 X 1080
- ASPECT 16:9
- FRAME RATE 25 FPS
- SCAN TYPE PROGRESSIVE
- SCAN ORDER NO FIELD PROGRESSIVE
- STANDARD PAL

ZEE CHANNEL AUDIO FORMAT FOR TV MIX & UNMIX WITH STEREO + 5.1

Audio Levels Specifications for Mix & Unmix:

- Home Theatre (HT) ATMOS ADM - BWAV

Bed/s	Min of single 7.1.2 bed – composite of dialogue, music and effects beds. Ideally multiple separate beds (7.1.2) of dialog, music and effects. May include separate 7.1.2 song bed, optional bed etc.
Objects	Up to 118 objects with valid object metadata
Binaural Render Mode metadata	All Dolby Atmos mix masters must include the binaural render mode headphone metadata
Frame Rate	25fps

- Audio Levels for Stereo+5.1 = -6dbfs (-18dbfs to -9dbfs Average with Dynamic Peak to -6dbfs)
- Bit Rate = 24 bit
- Sampling Freq. = 48 KHz
- Loudness = -23 LUFS Integrate (+/- 1 LUFS)
= -27LUFS to -18LUFS (Short Term)
= -27LUFS Dial Norm(min dialogue loudness with in the final mix)

Audio Sequence on time Line – Mix File Format

- 1) Track 1 ----- Left Mix of Stereo
- 2) Track 2 ----- Right Mix of Stereo
- 3) Track 3 ----- Left Channel of 5.1 Mix (L)
- 4) Track 4 ----- Right Channel of 5.1 Mix (R)
- 5) Track 5 ----- Center Channel of 5.1 Mix (C)
- 6) Track 6 ----- Sub Channel of 5.1 Mix (LFE)
- 7) Track 7 ----- Surround Left Channel of 5.1 Mix (Lsr)
- 8) Track 8 ----- Surround Right Channel of 5.1 Mix (Rsr)

Audio Sequence on time Line – Un-Mix File Format

- 1) Track 1 ----- Left Mix of Stereo
- 2) Track 2 ----- Right Mix of Stereo
- 3) Track 3 ----- Left Channel of 5.1 Mix (L)
- 4) Track 4 ----- Right Channel of 5.1 Mix (R)

- 5) Track 5 ----- Center Channel of 5.1 Mix (C)
- 6) Track 6 ----- Sub Channel of 5.1 Mix (LFE)
- 7) Track 7 ----- Surround Left Channel of 5.1 Mix (Lsr)
- 8) Track 8 ----- Surround Right Channel of 5.1 Mix (Rsr)
- 9) Track 9 ----- Left M&E of Stereo
- 10) Track 10 ----- Right M&E of Stereo
- 11) Track 11 ----- Left Channel of 5.1 M&E (L)
- 12) Track 12 ----- Right Channel of 5.1 M&E (R)
- 13) Track 13 ----- Centre Channel of 5.1 M&E (C)
- 14) Track 14 ----- Sub Low Channel of 5.1 M&E (LFE)
- 15) Track 15 ----- Left Channel of 5.1 Surround M&E (Lsr)
- 16) Track 16 ----- Right Channel of 5.1 Surround M&E (Rsr)

PARAMETERS FOR SUBTITLING (LANGUAGE)

- Subtitle should convey the correct meaning and tone of dialogue spoken and should not be a description or explanation of it.
- Subtitles should convey the dialogue/action/mood on screen through concise, crisp sentences without losing the essence of what is said or shown and should be conversational, not literal.
- Subtitles should be grammatically correct and contain no spelling errors and mistranslations.
- Subtitles should appear on screen in synchronisation with the dialogues being spoken.
- Subtitles should not be too lengthy as the audience may not be able to read them and will miss out vital action.
- Subtitles should not be too brief and key information should not be omitted.
- Language should be simple to enable the viewers to understand the subtitles easily.
- Language to be used for English subtitles – English (UK).
- 35/36 characters (letter, punctuation marks etc) per line.
- The following to be within single quotes: Recap flashback, quotes, poems and mantras, voice over, narration, dialogues thought aloud. (Every dialogue to be within single quotes)
- Songs (including, a character singing) to be within double quotes.
- Recap and Flashback to be taken from previous files.
- Dialogues of two different people to be separated, dialogues spoken to 2 different people by the same person by a hyphen.
- A sentence that continues needs to be separated with a comma or the appropriate punctuation mark.
- A sentence not spoken completely to end with 3 dots and the next sentence to start with a capital letter. e.g. – ‘Do you...’; ‘Do you want to go out?’
- Hindi words to be within single quotes and should not begin with a capital letter unless they are at the beginning of a sentence. e.g. – I want a ‘paratha’.
- For talk shows, cookery shows, award shows – Hindi words to begin with a capital letter and should not be within quotes.
- Indian festival names not to be written within quotes, but the first letter of each word should begin with a capital letter. e.g. – Makar Sankranti.
- Names of places to be checked on government or tourist sites to ensure that the correct spelling is used.
- Spellings of character names to remain consistent and the Zee TV website can be used for reference.
- No dots to be used in titles, abbreviations. e.g. – Mr; Mrs; Dr; MD
- Punctuation marks to be used in songs.
- Same dialogue being repeated to be written only once. e.g. – ‘Yes. Yes. Yes.’ - ‘Yes’ to be written only once.
- The word God and words used to refer to God, to start with a capital letter. e.g. – ‘God, You are great.’
- Slang words, offensive words, disapproving words not to be used and to be replaced with a suitable alternative. e.g. – ‘Shit!’ to be replaced with ‘Crap!’

- Dialogue doesn't have to be translated verbatim, but to be kept short and simple. e.g. – 'I am experiencing pain in my stomach' can be written as 'I have a stomach ache.'
- In order to maintain consistency, words, phrases, idioms, usage to be checked with Cambridge and Oxford Advanced Learner's dictionaries. (Entries specified as British English to be used, not North American, Australian, New Zealand, Indian English).
- Character names, nicknames, way the characters are addressed to remain consistent.
- Subtitles to end with correct punctuation marks.
- Pronouns referring to God/Goddess/Lord to begin with a capital letter.
- Last name to be used with titles like Mr., Mrs., Dr., Professor.
(except in cases where the last name is not known).
- Names of festivals/occasions/ceremonies to be begin with a capital letter.
- Indian words/phrases to be substituted with English words/phrases.
- If no substitution is available, the words to be written in single quotes.
- Indian words/phrases that appear in the Oxford and Cambridge dictionaries should not be in single quotes.

PARAMETERS FOR SUBTITLING (TIME-CODING)

- Subtitles to be rendered in the specified format (.STL/.SRT/.TXT/.DAT)
- Font to be used – TELETXT 2 (for .STL format).
- File should start with zero subtitle.
- The zero subtitle should be time-coded.
- TCR to start from 10:00:00:00.
- Number of characters on each line of subtitle not to exceed 40.
- There should be no gap between lines in the subtitle.
- Subtitle should appear at the bottom of the screen.
- Subtitle should appear in the bottom centre.
- Movie name, client name, etc. not to be mentioned at the start of the file.
- Subtitles to be imported into the software in a .TXT format.
- File should be saved with extension '.stl'.
- TXT, STL and SRT files to be delivered.
- A minimum of 4 frames difference should be kept between two subtitles.
- Italic font not to be used.
- Words to be muted as per the video sent.

Marketing Deliverables:

1. Min 5 Poster (open file .psd) – Ideally front facing posters of the lead, where actors face is visible clearly – No black and white posters
2. Teaser (Mix and Unmix)
3. Trailer (Mix and Unmix)
4. Character Promos (Mix and Unmix)
5. Hi-Res BTS Stills and videos
6. Making of the film
7. Subtitle SRT file for teaser and trailer both
8. Any additional marketing material available.
9. Anecdotes, PR pegs, Awards – details

SCHEDULE 6

FORMAT OF THE NOC FOR THE ASSIGNED FILM(S)

(ON Rs.100 STAMP PAPER)

DATE:

To,
Indian Film and Television Producers Council (IFTPC)
1201, Lotus Trade Centre,
D.N Nagar Metro Station,
Opp. Star Bazar, New Link Road,
Andheri West, Mumbai-400053

Dear Sirs,

No Objection Certificate (NOC)

We (BANNER NAME) are the member of ----- (Trade Association) under membership no. (-----)

We have on _____ (date) assigned the Dubbing Rights of the film “_____” (Name of the Film) in all North Indian languages and/or dialects to Zee Entertainment Enterprises Limited (“Assignee”). We hereby affirm and submit that we have no objection for the use of the said title by the abovenamed Assignee in its dubbed film in all North Indian languages and/or dialects as assigned.

We hereby further irrevocably agree and submit that we are the lawful holder of the above title. In the event of any claim arising due to the registration of the above titles in favour of the Assignee, we shall be solely responsible for the same and any pecuniary demand/loss arising from the same will be solely borne by us. We hereby indemnify IFTPC against any such eventualities. We also confirm that we are the lawful owner of the above title, and we are sufficiently entitled to assign the same.

We further agree that IFTPC shall have every right to cancel the registration of title/s at any time. The title/s clearance in favour of the Assignee from IFTPC has been issued subject to this undertaking. We would be held solely responsible for any kind of objection raised by anyone pertaining to said title.

We categorically state that neither IFTPC nor its office bearers would be in any way responsible for any litigation, legal, action/notice being served upon them, by anyone, regarding the above-mentioned title. We also undertake to bear all the financial implications consequent to such violation, including the cost if any incurred by IFTPC.

The onus would be entirely on us to defend / fight such legal issues pertaining to the above said title/s at our cost and consequences.

For (BANNER NAME)

Authorised signatory