

## **ARTIST AGREEMENT**

This Artist Agreement ("Agreement") is made at Mumbai on 31/07/2019, 2019 by and between

M/s. Contiloe Pictures Private Limited, a Company incorporated under the Indian Laws having its registered office at 6<sup>th</sup> Floor, Lotus Business Park, Plot Nos. 18,19,20 & 21, Dalia Industrial Estate, New Link Road, Andheri (West), Mumbai 400053 hereinafter referred to as the "Producer" which expression shall, unless inconsistent with the context or meaning thereof, be deemed to include its subsidiaries, nominees, successors and assigns) of the First Part;

## AND

SOUMYADEEP BORAL an Adult Indian habitant, residing at 05HIWARA NEAR OSHIWARA POLICE STATION, 33/404 AND HRABANK QUATER, MUM - 400102 having PAN Card No. 6DZ P 65 948R, and CINTAA Membership No.\_\_\_\_\_, and Contact No. 9830576468 \_\_\_\_\_, (hereinafter referred to as "Artist", which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to include his legal heirs, representatives, successors and permitted assigns) of the Other Part;

This Artist Agreement is made on "Work for Hire" basis (Contract of Service) with the Producer herein and ensures that all the services rendered by the said Artist in respect of the Audio – Visual Content namely the Serial "Vignaharta Ganesha" (the "Serial") while playing the role of "Loote RA", and consequently, all Intellectual Property Rights, the Derivative and Adaptation Right and other rights created thereby, along with all the Performer's Rights including the right to remake, make translations, make dubbed versions in respect of the said Serial, shall ipso facto vest with the Producer herein, for perpetuity and worldwide exploitation by the Producer in all modes, medium and platforms. The Artist further agrees and confirms that in the Producer shall have the right to use the dupe of the Artist as per the discretion of the Producer. Both Parties agree that the Producer herein is, and shall always be the First Owner of the Copyright in respect of the said Serial and accordingly, the Artist herein shall have no moral or special rights in the said Serial to claim any authorship.

The Producer agrees to pay the Artist, an all-inclusive Artists` Fee of Rs. 3000 / - per shooting day for 1+2 days in a month, for each Confirmed shooting Dates on which the Artist provides his Services and completes his Services to the satisfaction of the Producer. Further, both parties hereby agree and confirm that the Producer shall not be liable to pay for any make-up man, personal staff, or any other personal expenses of the Artist. The Parties recognize and confirm that the Consideration will be exclusive of the applicable GST and GST shall be paid by the Producer over and above the Fees paid to the Artist.

The Parties agree that the term "per day" day shall mean 13 hours from the reporting time of the Artists on the sets or as per the call time informed, whichever is later. It is further agreed that the Artist shall only be paid for the Artist's shooting days and all payments shall be made 75 days after completion of shooting month and submission of invoice. In case the shooting goes beyond 13 hours then the Artist shall be on pro-rata basis. It is further agreed that the Producer shall not be liable to pay the Artist any conveyance charges at any point of time under this Agreeement.

The Artist agrees that the Producer shall be entitled to use and permit the use of the Artist's name, image, photograph and likeness for the purposes of promoting, advertising and marketing the said Serial. The Artist shall make himself available, whenever required, for rehearsals, re-shoots, dubbing sessions, promotions, publicity requirement, such as but not limited to promo shooting, print promo and/or any event that would further the popularity of the said serial as per the requirement of the Producer, and that no additional payment shall be made to the Artist for the same. The Artist herein shall not display any pictures of self and/or of other members of the cast/crew on any social media platform, without the prior written approval of the Producer and shall further ensure that he does not speak to the Media in respect of the said Serial either during or after the shooting schedule so as to prevent any leakage of any part of the said Serial.

IN WITNESS THEREOF THE PARTIES HAVE SET THEIR HANDS RESPECTIVELY ON THIS AGREEMENT ON THE DATE AND THE YEAR FIRST ABOVE WRITTEN.

SIGNED AND DELIVERED

by the within named "Producer"

M/s. Contiloe Pictures Private Limited

**Authorized Signatory** 

SIGNED AND DELIVERED

by the within named

the "Artist"

SOUMYADEEP BORAL

## SOUMYADEEP BORAL

Address: 33/404 ANDHRA BANK GUATER,

OSHIWARA

MUM-400102

Contact No. 9830576468

Pancard No. BDZ PB5948R

## Confirmation Letter

- You nereby confirm that you have signed an Agreement with the Product and have agreed to render your services as "Artist" for our show to be a
- You hereby agree and confirm that "Production House has intermed makeup person is using branded makeup material/color and you are not prone type of allergy with respect to makeup material/color.

Agreed & Accepted

Name of Artist: SOUMYADEEP BORAL