

[Production House Logo]

The MediaTech Productions,
Madiwala, Bangalore 560068

Date: 20-Jun-23

Zoo TV,
Mumbai

CONTRACT NOTE - PRODUCTION SERVICES

This Contract Note (the "Agreement") is made and entered into on this 20-Jun-23 (the "Effective Date") by and between The MediaTech Production (hereinafter referred to as the "Producer"), a corporation with its principal place of business at Madiwala (the "Production House") and Zoo TV (hereinafter referred to as the "Broadcast House"), a corporation with its principal place of business at Mumbai (the "Broadcaster"), collectively referred to as the "Parties".

In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Engagement of Services

1. The Producer agrees to provide comprehensive production services, including pre-production planning, filming, editing, sound design, visual effects, and post-production, as outlined in the Scope of Services attached hereto as Exhibit A.

2. Ownership and Rights

1. Intellectual Property Rights: The Broadcast House acknowledges and agrees that all intellectual property rights, including copyrights, in the audiovisual content produced by the Producer shall belong exclusively to the Broadcast House upon full payment for the services rendered.
2. Exclusive Broadcasting Rights: The Broadcast House shall have the exclusive right to broadcast the produced content through any medium or platform, including but not limited to television, internet streaming, video-on-demand, and social media.
3. Territory and Duration: **The exclusive broadcasting rights granted to the Broadcast House shall extend to the territory of South India for a duration of 3 years from the Effective Date.**
4. Non-Exclusive Ancillary Rights: The Producer retains the non-exclusive right to utilize excerpts of the produced content for promotional purposes, including but not limited to showreels, demonstrations, and portfolio presentations, provided that such usage does not conflict with the exclusive broadcasting rights of the Broadcast House.
5. Archive Rights: Upon completion of the broadcasting term, the Producer shall have the right to retain a copy of the produced content for archival purposes and non-commercial use.
6. Attribution: The Broadcast House shall credit the Producer in all broadcasted versions of the content, acknowledging their role as the production house.

3. Confidentiality

1. Confidential Information: The Parties acknowledge that during the course of this Agreement, they may have access to confidential information of the other Party. Confidential information includes, but is not limited to, business strategies, financial data, technical specifications, and trade secrets.

2. **Non-Disclosure Obligation:** The Parties agree to keep all confidential information strictly confidential and not to disclose, publish, or use it for any purpose other than the performance of this Agreement. The obligation of confidentiality shall continue beyond the termination or expiration of this Agreement.

4. Payment Terms

1. **Fees and Payment Schedule:** The Broadcast House agrees to pay the Producer the total amount of Rs 2000000 as compensation for the production services rendered. The payment shall be made according to the following schedule:
 - a) A deposit of Rs 500000 shall be paid by the Broadcast House upon signing this Agreement.
 - b) 20% of the total amount shall be paid at the start of each production phase, as outlined in the Project Timeline attached hereto as Exhibit B.
 - c) The remaining 80% balance shall be paid upon the satisfactory completion of the project.
2. **Late Payment:** In the event of a delay in payment beyond 90 days from the due date, the Broadcast House shall be liable to pay interest at a rate of 8% per month on the outstanding amount.

5. Indemnification

1. The Broadcast House shall indemnify and hold the Producer harmless from any claims, damages, liabilities, losses, or expenses arising out of or in connection with the broadcasting or distribution of the produced content.

6. Termination

1. **Termination for Convenience:** Either Party may terminate this Agreement with 30 days written notice to the other Party without cause.
2. **Termination for Breach:** In the event of a material breach of this Agreement by either Party, the non-breaching Party may terminate this Agreement if the breaching Party fails to remedy such breach within 90 days after receiving written notice specifying the breach.
3. In the event of termination, the Broadcaster shall cease all use of the Content and shall destroy all copies of the Content in its possession or control.

7. Governing Law and Jurisdiction

1. This Agreement shall be governed by and construed in accordance with the laws of India. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of India.

8. Entire Agreement

1. This Agreement, including all attached exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the subject matter hereof.

9. Waiver. No waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties

10. Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person, upon the first business day following deposit in the United States mail, postage prepaid, certified or registered, return receipt requested, addressed as follows:

If to the Producer: The MediaTech Production, MAdiwala, Bangalore

If to the Broadcast House: Zoo TV, Mumbai

or to such other address as either party may designate in writing from time to time.

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

IN WITNESS WHEREOF, the Parties have executed this Contract Note as of the Effective Date.

Jitendra Kumar

Zoo TV

Ashwin Betkar, Production House Representative Name

Shreyas Talpade, Broadcast House Representative Name

[Title]

[Title]

Date

Date