

This Agreement is made at Mumbai on the __ day of _____ 2016:

BETWEEN

..... hereinafter referred to as the "**Producer/Production House/Company**" 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

...hereinafter referred as "**WRITER OF THE DIALOGUE, STORY & SCREENPLAY / Writer** " (which expression shall unless repugnant to the context or meaning thereof mean and include his respective heirs , executors and administrators) of the **SECOND PART**

The Producer and Writer are referred to as Party individually and as Parties collectively.

RECITALS:

WHEREAS the Producer is engaged in the business of Entertainment and Media and is involved in production of various television serials for world-wide exploitation on all formats.

AND WHEREAS the Producer intends to produce a television Serial tentatively titled ... (hereinafter referred to as "the Project/Serial") which shall be broadcasted on the channel of

AND WHEREAS the Producer is desirous that the story & screenplay be written as per the direction of the producer for the said Serial in the form and manner and for the consideration more particularly described hereunder for which, party of second part has agreed to provide such services.

AND WHEREAS the Producer and the Writer have agreed to enter into this Agreement to govern the terms and conditions of their association.

NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION “

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

- 1.1 **“Agreement”** shall mean this agreement and any amendments and modifications made by the Parties and evidenced in writing including annexure and schedules attached to it or incorporated in it by reference.
- 1.2 **“Serial”** shall mean the television series which is going to be telecasted on the broadcasting channel.....
- 1.3 **“Remuneration”** shall mean the consideration to be paid by producer to the Party of second Part for the Services including all rights granted to the Producer pursuant to this Agreement as further set out in CLAUSE 7.
- 1.4 **“Party of First Part”** shall have the meaning as per the definitions given under Section - 2[(uu)] of the Copy Right Act 1957.
- 1.5 **“Force Majeure Event”** includes fire, earthquake, flood, epidemic, strike, lockout, labour controversy, riot, civil disturbance, war, civil commotion, acts of God, failure or delay of any transportation agency, laboratory, or any other furnisher of essential supplies, equipment, or other facilities; omissions or acts of public authorities that prevent or delay the performance of an obligation relating to the acts of public authorities, including changes in law, regulations, or the policies of the Government, or other regulatory authority acts which are beyond the control of any Party, or any other reasons which cannot reasonably be forecasted or provided against, and which cannot be predicted by men of ordinary prudence;
- 1.6 **“Intellectual Property”** includes patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity; and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets, and any licences and permission in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing;
- 1.7 **“Copyright”** in relation to the Work and the underlying works therein, refers to such copyright as is available in a literary, dramatic, musical, artistic work including right of public performance and adaptation as a Serial under the Copyright Act, 1957 and in relation to any other work, refers to such copyright as is available in that work under the Copyright Act, 1957.
- 1.8 **“Services”** shall mean and include writing services of the Writer i.e he shall be further developing the Script of the Producer to make episodes of serials from the said Script and his services shall mean services of writing that customarily rendered by the Writer as a first class story and screenplay Writer in respect of cinematograph Serials (as understood in the Copyright Act, 1957), more specifically here in context of the Serial, including but not limited to undertaking research work in relation to the Work; writing and delivering the Work to the best of its creative talent and in a timely manner; advising the Producer on all matters relating to the Story and screenplay writing; liaising with the director of the serial and the Producer and/or director to prepare cross plots, schedules and drafts of the Work for the Serial in the most economical and cost effective manner without detriment to the production values of the

Serial; where and when the Producer may reasonably require, to attend, consult, advise, assist, consult, collaborate and discuss the writing of the Work and any proposals for its revision and alteration with any person the Producer may require; and to keep the Producer fully informed of all matters relating thereto attending meetings; and adhering to all instructions as may be given or issued by the Producer in writing or otherwise, from time to time.

1.9 **"Work"** shall mean any and all of the drafts of the story and screenplay written as development of the Script written by the Writer in hindi language and for the Serial, including any underlying work, and all of the revisions, alterations and changes (if any) made by the Writer, from time to time, pursuant to the instructions of the Producer, under the terms of this Agreement.

1.10 **"Script"** means the story, screenplay and dialogues.

1.11 Unless otherwise defined in this Agreement, words and phrases shall have the meaning given to them in the Serial trade and Serial industry.

Unless the context otherwise requires,

- a. Words importing the singular include the plural and vice versa;
- b. Any reference to a statutory provision shall be deemed to include reference to any statutory modification or re-enactment;
- c. The clause headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- d. Reference to days, months and years are to Gregorian days months and calendar years respectively.
- e. The words "include" and "including" are to be construed without limitation.

2. **Commencement / Validity**

The Present Agreement shall commence from the date hereof mentioned and shall be valid up to the term of the Serial subject to the Termination clause.

3. **Services** : Producer hereby engages the services of the Writer to:

- i. Write the dialogue, story and screenplay for first 10 episodes (i.e from episode no. 1 to episode no.10) of the said Serial in hindi exclusively for the Producer.
- ii. Write the, story and screenplay for all episodes of the said serial in hindi exclusively for the Producer for the life of serial subject to the termination clause.
- ii. **Exclusivity**: The Producer shall be entitled to the exclusive Service of the Writer during any period in which the Writer shall be required to render its Services under this Agreement.
- iii. Producer hereby engages the services of the Writer and the said Writer hereby agrees to write, in connection with a proposed Serial titled by delivering the desired material (the "Committed Material/Work") , which shall be based , developed and derived from the Script, as and to the extent required by the Producer.
- iv. The Writer shall develop the Script to create episodes for the Serial as required by the Producer.
- v. The Writer will submit minimum 6-7 episodes in a week.
- vi. The Writer shall maintain minimum bank of 7 episodes at any given number of time which is the main essence of this agreement.

4. **Writing schedule(s)** time period for handing over the committed material/Work to the producer by the Writer shall be informed from time to time by the producer.

5. **Obligations Warranties / Covenants by the Writer** :

- (a) That Writer is free to enter into this agreement, and is not subject to any conflicting obligations or and disability which will or might interfere with the execution and performance of this agreement by the Writer.
- (b) Writer has not made, and will not make, any grant or assignment, which will or might conflict with or impair the complete and quiet enjoyment of Producer's rights.
- (c) All the drafts and the final script compromising of the story and screenplay will be delivered by the Writer as per schedules in the **FINAL DRAFT format**, which will be to the total satisfaction of the Producer of the Serial/Channel.
- (d) Writer will carry out research for writing the story and screenplay.
- (e) That the Work submitted to the producer(s) will not constitute a libel or slander of any person or entity, or infringe upon or violate the right of privacy or any other right of any person or entity.
- (f) If required he will travel along with the cast and crew for any outdoor shootings whether in India or abroad and he understands that he shall be provided with the travel and accommodation arrangements for the same as per the discretion of the Producer.
- (g) Authorizes the Producer, for the Terms of this Agreement, if required , use and authorize others to use the name, likeness, voice and biographical data for the purpose of advertising, promoting or publicizing its operations and activities.
- (h) For the services rendered, the credit titles co- sharing Writer's decisions, finalizations of title scroll etc. are the prerogative / sole discretion of the producer, for which the Writer

hereby agree and confirm. The Writer shall be sharing the credits if there are other Writers and the Writer has no objection to the same.

- (i) In case the Writer being the member of any association(s), the rules made therein are independent and no privy (express or implied) to this agreement entered herein by and between the parties. Therefore, it is amply clear to the Writer that any guidelines and / or notification issued by the said association(s), pertaining to the Writer, are not tenable to the producer under no circumstances.
- (j) Time is the essence of the contract and the Writer shall be responsible for such breach of time inclusive of the services as provided herein.
- (k) Writer agrees that Producer shall have full creative and technical control in the Serial and Writer shall have no contribution towards the creative or technical part of the Serial.
- (l) Writer agrees that the story and screenplay all other creative inputs may be subject to change at the sole discretion of Producer/channel alone and the Writer shall be bound to accept such changes.
- (m) The Writer agrees and undertakes to co-ordinate and co-operate with the other Writer of the Serial as engaged by the Producer.
- (n) All the drafts and the final shootingd scripts along with the final draft of the Work will be delivered to the total satisfaction of the Producer of the Serial./Channel.
- (o) Following delivery to the Producer of the Work produced by the Writer under this Agreement, the Writer shall be available to the Producer and its nominees on reasonable notice, and as and when requested by the Producer, for the purpose of reviewing its Work and related material and discussing with the Producer and its nominee's comments on the same.
- (p) The Writer agrees and acknowledges that at any time during the subsistence of this Agreement or after its expiry, the Producer shall have the right to engage another Writer/s to write further revisions to or to re-draft the Work and the Producer shall not be bound to engage the Services of the Writer under this Agreement.
- (q) The Writer shall ensure that the Work is made as per the commercial standards prevalent in present times and is suitable for the intended audiences.
- (r) The Writer agrees and acknowledges that the Producer shall not be obligated to use Writer's Services or Work, nor use the results and product of Writer's Services, nor produce, release, distribute, exhibit, advertise, exploit or otherwise make use of the Work and Services. The Producer, may at any time, at its sole, absolute and unfettered discretion, without legal justification or excuse, elect not to use Writer's Services or Work or not have any further obligations to the Writer under this Agreement and the Writer agrees and acknowledges that the Writer will not raise any claim against the Producer. The Producer shall not be liable to the Writer in any manner whatsoever for any damage whatsoever suffered by the Writer in consequence thereof and, without limitation, shall not be liable for the loss of an opportunity to enhance the Writer's reputation.
- (s) The Writer shall take all steps necessary to ensure the smooth and timely delivery of the Work and execution of its Services to ensure that no delay ensues in relation to the Serial.
- (t) The Writer undertakes to take all steps, sign all documents and comply with any and all requirements as are reasonably necessary for the Producer.
- (u) The Writer acknowledges and undertakes to be fully responsible for all its acts, actions and omissions.
- (v) The Writer undertakes not to indulge in any activity or participate in any transaction which is intended to or is reasonably likely to jeopardize, restrict, or diminish the completion or marketability of the Serial or is likely to adversely affect the Serial.
- (w) The Writer fully understands and hereby undertakes and confirms that the work performed by the Writer in terms of this Agreement is personal in nature and that he shall not appoint any person as its proxy/replacement to fulfill the obligations as undertaken herein.
- (x) The Writer fully understands that any specific or continuous default on his part shall cause irreparable losses and delay in the smooth production of the Serial therefore to ensure full co-operation in this regard.
- (y) In case of any unforeseen situations primarily due to late payment disbursements from the Broadcaster, the said signed Writer agrees to provide a support of 30-45 days post his/her due date as a co-operation gesture towards the Production House.
- (z) The Writer acknowledges and agrees that, either during or after the expiry of this Agreement, he shall never have or claim to have any right, title or interest of any nature whatsoever over the Serial including the Work or any allied work.
- (aa) The Writer shall not at any time and in any manner whatsoever exploit for its personal profit or gain any of the characters, story, script, screenplay, musical score, lyrics, dialogues, footage(s) or special effects (and/or any adaptations thereof) that are created for the Serial irrespective of the fact that the Writer has rendered creative Services in creation of the Serial.
- (bb) It is agreed that the Producer shall have the right to change, copy, alter, add to, take from, adapt or translate the Work, and shall have final say in all matters relating to the Work and the development, production and exploitation of the Serial and all allied and ancillary rights in connection with the Work and the Serial.

6. CREDIT TITLES: Credit title shall be as follows : To be read along with clause 5 (h).

"DIALOGUE, STORY & SCREENPLAY WRITTEN by of any other way as the producer may deem fit and proper.

7. REMUNERATION/CONSIDERATION/FEES:

7.1 Remuneration for First 10 Episodes (Episode No. 1 to Episode No.10)

In consideration of the Copyright and other rights hereby granted and assigned by the Writer to the Producer (in terms of Clause 8 below), and subject to the full, complete and timely performance of the Services and completion of Work and other obligations as set out in Clause 3, 5 & 6 above and other allied activities in relation to the Serial pursuant to the terms of this Agreement, Producer shall pay to the Writer an "all-inclusive" consideration amount of Rs.90,000/- (Rupees Ninety Thousand Only) (hereinafter referred to as the "**Remuneration**") **per developed, shot and telecasted episode for the first 10 episodes i.e. from (Episode No.1 to Episode No.10)**. However, the above payment are subject to Tax Deduction at Source.

7.2 Remuneration for from 11th Episodes onwards till the end of show subject to termination clause.

In consideration of the Copyright and other rights hereby granted and assigned by the Writer to the Producer (in terms of Clause 8 below), and subject to the full, complete and timely performance of the Services and completion of Work and other obligations as set out in Clause 3, 5 & 6 above and other allied activities in relation to the Serial pursuant to the terms of this Agreement, Producer shall pay to the Writer an "all-inclusive" consideration amount of Rs.65,000/- (Rupees Sixty Five Thousand Only) (hereinafter referred to as the "**Remuneration**") **per developed, shot and telecasted episode from episode no. 11 onwards till the writer giving his services as story and screenplay writer as per the terms of his agreement.** However, the above payment are subject to Tax Deduction at Source.

Only final approved script that has been shot and that has been approved by the channel the Consideration only for those episodes shall be paid to the Writer.

Payment terms:- Post 60 days from the post telecast of the episode.

7.2 The Writer hereby agrees and acknowledges that the Consideration payable is inclusive of all the applicable taxes including the service tax and that Producer shall not be liable to pay any more monies to the Writer. The Writer hereby agrees and acknowledges that the Consideration as stated above is subject to deduction of tax at source and other taxes as may be levied by the government from time to time. For avoidance of any doubt, it is clarified that the Consideration will also include the travel related expenses, food related cost, all other cost and expenses incurred in relation to rendering the Services by the Writer.

8. Intellectual Property Rights :

8.1 In consideration of the remuneration by the Producer to the Writer, the Writer hereby exclusively, irrevocably and absolutely assigns to the Producer (and so far as the Work is unwritten at the date hereof, by way of immediate assignment of future Copyright) the present and future Copyright and all other rights and interests of whatsoever kind or nature in the Work and the Serial and the Writer hereby accept and acknowledge that Producer shall be the sole, absolute and exclusive owner of all the rights in the Work; and or any work embodying the Work (including the Serial); and or all allied and ancillary rights in the Work and the Serial; and all rights in and to the Work and other allied work of the Writer's Services under this Agreement including but not limited to the sole, absolute and exclusive Copyright, Intellectual Property Rights, negative rights (sound negative and picture negative) in the Work and any work embodying the Work for recording, embodying, distribution, exhibition, exploitation (in all media and by all means now known or to be invented in the future), performance, merchandising rights including the character merchandising, publishing, dubbing, sub-titling, mechanical synchronization, broadcasting rights in any media or format (whether intended for theatrical exhibition, videogram distribution, television broadcast, online streaming, electronic transmission over the internet or any comparable service whether on an interactive basis or otherwise, and all derivative rights including without limitation, all prequels, sequels and remakes rights) (including without limitation radio, cable, internet and satellite), television productions, videogram (DVD, videocassette, video disc, laser disc or other home video format), rental and lending rights, translation rights, and the rights to communication to the public the Work and any work embodying the Work including live dramatic or stage productions, theatrical production, animation production, publicity materials, character rights, all forms of broadcast publication, soundtracks and sound recordings, merchandising, commercial tie-ups and tie-ins, adaptation of the Work including renting or lending such adaptations to the public including distribution of such adaptations for the purpose of audio-visual adaptations of any and all kinds and any and all ancillary and allied media, formats and all Copyrights and other rights in the Work and any work embodying the Work and all its underlying work and paraphernalia, including any other rights howsoever arising from or touching the Work and any work embodying the Work now in existence and those that may be discovered or developed or invented in future for the territory/territories of entire world including India i.e. Universal rights, exclusively, in all languages during the full period of Copyright and all possible renewals, revivals, reversions and extensions of Copyright and thereafter (insofar as may be or become possible) in perpetuity. Without prejudice to the above, it is specifically agreed that this assignment shall be without reservation or condition and so that no right of any kind, nature or description is reserved by the Writer.

8.2 The Writer and the Producer agree that, wherever applicable under law of any jurisdiction that does not recognize the assignment of future copyright, the Work and all the other allied work

produced by the Writer while rendering the Services under the Agreement, in whatever stage of completion, shall be considered and deemed a work-made-for-hire specially ordered and/or a commissioned work made for valuable consideration, commissioned by the Producer, and the Producer shall be deemed the sole "author" and sole and exclusive owner thereof.

- 8.3 The Producer shall be the sole and exclusive owner of all the rights of the Serial, the Script thereof and the Rights and shall have the sole authority, right, legal competence and capacity to deal with and exploit the Rights of the Serial. Writer acknowledges that the Producer shall be the exclusive owner worldwide in perpetuity in and to all Rights of the Serial. Writer acknowledges and agrees that the he does not have any copyright in and to the Script. Writer further acknowledges that all results and proceeds of his services rendered in connection with the Serial and hereunder (including all original ideas in connection therewith), his Services and the product of the Services are and shall be deemed to be 'works for hire' / 'contract of service' carried out for the Producer or such other equivalent terminology as applicable in such and, therefore, Producer shall be the author and copyright owner thereof for all purposes throughout the universe. Writer hereby confirms and agrees that the entire copyright or any other rights arising from the Services of the Writer or the product of the Services including any right in and to the Story, Screenplay Script, dialogues of the Script and/or whole Serial or any scenes including without limitation all drafts, revisions, adaptations, translations sequels, shall vest with the Producer as the sole and exclusive first owner of the same pursuant to this contract of service executed. Writer further agrees that in case it were to be construed that the ownership of the Script, and any elements thereof, is not vested, by virtue of this Agreement, in the Producer, this Agreement shall further operate as an assignment of all copyright of the Writer as the Story and Screenplay Writer in favour of the Producer, in perpetuity and the entire world as modified from time to time.
- 8.4 All material developed, created, submitted, added or interpolated by the Writer hereunder shall automatically become the Producer's property, without reservation, condition or limitation, and no right of any kind, nature or description is reserved by the Writer. Writer further acknowledge and agree that the absolute, unfettered and unlimited rights in the result of their performance of the Services hereunder, and otherwise in pursuance of this Agreement shall vest exclusively and in perpetuity in the Producer.
- 8.5 The Parties agree that the rights of the Producer stated in this Agreement, including the rights stated in this Clause, are unconditional, irrevocable, absolute, exclusive, and perpetual, and shall subsist worldwide and throughout the universe, as now understood or hereafter discovered. The assignment of rights effected by this Clause 8 of the Agreement shall be irrevocable and shall not be subject to reversion, rescission, termination or injunction or any other equitable relief in the case of any breach or repudiation of this Agreement by the Producer. The remedies of the Writer in the circumstances of any breach or repudiation of this Agreement by the Producer or any third party shall be limited to the Writer's right to recover damages in an action at law. The Writer shall not be entitled by reason of any breach or repudiation to interfere with, inhibit, enjoin or restrain the development, production or exploitation of the Serial or any of the allied and ancillary rights connected with the Serial.
- 8.6 The Producer, as first and exclusive owner, has the sole and exclusive right to exercise all rights comprised in copyright in the Works in accordance with Section 14 (a) of the Copyright Act, 1957 or any other equivalent provision thereof. Writer further acknowledge that the Producer is the sole and exclusive owner of derivative rights of the said Serial, Writer hereby irrevocably and unconditionally waive all the rights mentioned in section 13(4) of the Copyright Act, 1957 in favour of the Producer and his assignees.
- 8.7 The Rights shall include without limitation all copyrights, neighboring rights, language rights, dubbing rights, remake rights, sequels- prequel rights, trademarks and any and all other ownership and exploitation rights in the Material now or hereafter recognized in any and all territories and jurisdictions including, by way of illustration, production, reproduction, distribution, adaptation, performance, fixation, rental and lending rights, exhibition, broadcast and all other rights of communication to the public, and the right to exploit the Material throughout the universe in perpetuity in all media, markets and languages and in any manner now known or hereafter devised. Writer hereby assign and transfer to Producer the Rights and, in connection therewith, any and all right, title and interest of Writer in the Serial and any other works now or hereafter created containing the Material.
- 8.8 Without limiting the generality of the foregoing, such Rights in and to the Works further include all exclusive exploitation rights of every kind and nature, whether vested, contingent or future, by any lawful means, uses, media, markets, methods, technologies and forms presently known or in commercial use anywhere in the universe, all forms of motion picture, television, digital television, including all forms of pay/pay-per-view television, mobile television (including in relation to all forms and means of distribution and making available of sounds or moving or still images via mobile/cellular devices and platforms) Internet protocol Television (IPTV), video and computer games, videocassette, video and laser disc, computer assisted media (including, but not limited to, CD-ROM, CD-I and similar disc systems, interactive media and multi-media, and any other devices or methods now existing), theme park, stage play, sound record, music publishing, merchandising, books, adaptations, translations, advertisements and promotions including without limitation audio and video clips, "pop ups," trailers, print advertisements, commercials/informercials, and 'tie-in' promotions with any product or service, whether related or otherwise, regardless of the method or mode of delivery or transmission, and all allied, ancillary

and subsidiary rights therein, of every kind and nature without reservation of any rights whatsoever. Writer hereby confirm, represent and warrant that the ownership of the Rights in and to the Works shall vest in Producer, free of all encumbrances with effect from the moment of conceptualization, development or creation of such Works. Writer shall have no rights in or to, or to use, copy or otherwise deal with, the Works in any manner.

- 8.9 Without limitation to the foregoing, Writer and Producer are aware and hereby acknowledge that new rights to the Works may come into being and/or be recognized in the future, under the law and/or in equity (hereafter the "New Exploitation Rights") , Writer and Producer are also aware and do hereby acknowledge that new (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 Works. Writer hereby grant irrevocably and unconditionally to Producer and/or its assignees all consents which may be required pursuant to any act, law or regulation now or in the future in force in any part of the universe, to enable Producer to make the fullest use of Writer services and the widest possible exploitation of the Works as contemplated herein. Writer hereby agrees to do any and all mutually agreed acts and execute any and all mutually agreed documents at the cost of the Producer in such manner as Producer may, in its sole discretion, require in its interest to protect, perfect, confirm or enforce the existence of the preceding and to effectuate its purpose to convey such rights to Producer and/or its assignees, including without limitation the New Exploitation Rights and any and all rights to the New Exploitation Methods.
- 8.10 Writer hereby agrees that the Producer will have the sole & exclusive rights in the literary works /Intellectual Property Rights created in the said Serial and therefore the producer shall only have the right to copyright the works in the Copyright Board or any other association.
- 8.11 Second Part hereby agree, confirm and warrant that they shall have no right, title, interest or other claim whatsoever over the said Serial and the entirety of the copyright over the Serial or the work generated as a result of his service shall vest with the producer in perpetuity [Universal].
- 8.12 Writer hereby specifically assigns to the producer, for the consideration received under the Agreement, the entirety of any right that may accrue to them under the provisions of the Copyrights Act, 1957 or any other applicable law. Writer declares that, pursuant to the valuable Consideration set forth in Clause 7 above for this assignment pursuant to the immediately preceding sentence, he/she has assigned and transferred the entire copyright in their services or the product of the Services including any right in and to the Story, Screenplay, Script, dialogues of the Scripts, if any to be written by them pursuant to this Agreement, as provided in Sec. 14(a) of the said Act absolutely, for the entire term of the copyright and for the territories of the entire World in favour of the Producer and the Producer shall have unfettered right to exploit any copyright / right therein as set forth in this Agreement.
- 8.13 Writer shall not, directly or indirectly, do or cause to be done any act, which in any way infringes upon or prejudices in any manner the producer's exclusive copyright over the Project.
- 8.14 Writer and Producer agree that, wherever applicable under law, all of the Works under the Agreement, in whatever stage of completion, shall be considered and deemed a work-made-for-hire specially ordered and/or a commissioned work made for valuable consideration, commissioned by Producer, and Producer shall be the sole and exclusive owner thereof. In the event Writer has any rights in and to the Works that cannot be assigned to Producer as provided above, whether now known or hereafter to become known, Writer, on behalf of Writer and on behalf of Writer's successors or assigns, hereby unconditionally and irrevocably waive such rights (including, but not limited to, the "droit moral" or "moral rights of authors" or "artist's rights", or author's special rights or any similar rights in and/or to the Works) that it may have under Section 57 of the Copyright Act, 1957, or any performer's right under Section 38, 38A, 38B or 39A, or otherwise, in relation to the Serial and the underlying works thereto, in perpetuity, and the enforcement thereof, and all claims and causes of action of any kind with respect to any of the foregoing. In the event Writer has any rights in and to the Works including New Exploitation Rights that cannot be assigned to Producer by operation of law as provided above and cannot be so waived, Writer in receipt of the valuable consideration, the sufficiency of which is hereby acknowledged, hereby grants to Producer 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 Producer including without limitation, the right to use in any way whatsoever the Works. To the extent any of the foregoing is ineffective under applicable laws, Writer hereby provides any and all ratifications and consents necessary to accomplish the purposes of the foregoing. Writer shall confirm any such ratifications and consents from time to time as requested by Producer. Without prejudice to anything contained herein, the Writer irrevocably and unconditionally waives in perpetuity, in favour of the Producer, broadcaster of the Serial or any part of it, all moral rights that the Writer may have in and to the Work or to the Writer's Services under this Agreement and the Serial, and the benefits of any provision of law known as "droit moral" or any similar law in any country of the world and undertakes not to institute, support, maintain or permit any action or lawsuit in any part of the world on the grounds that the Work of the Writer's Work and Services, the Serial and all allied and ancillary rights in the Serial or any version or adaptation of them or any derivative right or product in any way constitutes an infringement of any moral rights or "droit moral" of the Writer or is in any way a defamation or mutilation of the Work of the Writer's Work or Services or contains

unauthorised alterations, adaptations or translations or on the grounds that the Work of Writer's Services have been subjected to derogatory treatment.

- 8.15 Writer hereby grant irrevocably and unconditionally to Producer and/or its assignees all consents which may be required pursuant to any act, law or regulation now or in the future in force in any part of the universe, including, without limitation, performers' consents, to enable Producer to make the fullest use of Writer's services and the widest possible exploitation of the Works as contemplated herein. Writer hereby agrees to do any and all acts and execute any and all documents, in such manner and at such location as Producer may, in its sole discretion, require in its interest to protect, perfect, confirm or enforce the existence of the preceding and to effectuate its purpose to convey such rights to Producer and/or its assignees, including without limitation the New Exploitation Rights and any and all rights to the New Exploitation Methods.
- 8.16 Writer further hereby agrees that Writer will not seek (1) to challenge, through the courts, administrative governmental bodies in any tribunal, private organizations, or in any other manner the rights of Producer to exploit the Works by any means whatsoever or (2) to thwart, hinder or subvert the intent of the grants and conveyances herein to Producer and/or its assignees and/or the collection by Producer of any proceeds relating to the rights conveyed hereunder.(3) to challenge the sufficiency of the Fee as agreed under this Agreement, before a court/tribunal.
- 8.17 Writer hereby agrees, acknowledges, and accepts that any work that may be produced based upon the Works, contains variations, alterations, and adaptations of the Works and that Producer may, in its sole discretion, freely adapt, change, colorize, arrange, vary, transform, add to, interpolate, subtract and omit from the Works and/or any element thereof, including without limitation any character, language, plot, theme or scene, as Producer, in its sole discretion, may deem advisable.
- 8.18 Writer will, upon Producer's reasonable request, execute, acknowledge and deliver to Producer any and all documents Producer may deem necessary to evidence and effectuate all or any of Producer's rights under this agreement. Writer hereby irrevocably appoint the Producer as attorney-in-fact with full power to execute, acknowledge, deliver and record in the respective Copyright office or elsewhere any and all such documents.
- 8.19 The Parties hereby agree that notwithstanding the exercise or non-exercise of the Rights within a period of one (1) year from the date of this Agreement, the Producer shall continue to own the said Rights permanently and perpetually and the Writer hereby waive their rights pursuant to section 19(4) of the Copyright Act, 1957 and all other rights that they may have under the Copyright Act, 1957 unto and in favour of the Producer.

9 REPRESENTATIONS AND WARRANTIES:

The Writer hereby represents and warrants to the Producer as follows:

- 9.1 That he is not under any disability, restriction, or prohibition, whether legal, contractual, or otherwise, which shall prevent it from performing or adhering to any of its obligations including rendering the Services and delivering the Work, under this Agreement, and that he has not entered into and shall not enter into any agreement that may violate this Agreement;
- 9.2 That he possess the necessary skills, expertise and experience to render the Services and complete the Work hereunder in accordance with the terms and conditions of this Agreement;
- 9.3 that no litigation, arbitration, or administrative proceedings are threatened, pending, which call into question the validity or performance of its obligations including rendering of its Services under this Agreement;
- 9.4 that the Writer will be the sole author of the Work (except insofar as the same directly comprises the material submitted to the Writer by the Producer or the director of the Serial) and that the same will be wholly original to the Writer (save as aforesaid) and nothing therein shall infringe the Copyright or any other rights (including any rights of confidentiality and/or privacy) of any third party;
- 9.5 the Work or Services and any part or element thereof, and the exploitation or any other use of the rights herein granted shall not violate or infringe upon the Copyright, trademark, trade name, patent, literary, dramatic, musical, artistic, personal, civil or property right, or any other right of any person, or defame, invade the right to privacy of or constitute a defamation against any person;
- 9.6 that it has not and shall not enter into any arrangement or agreement to render its services to a third party during the subsistence of this Agreement which would or might conflict with the rendering of the Writer's Services under this Agreement; and
- 9.7 the rights hereby granted and assigned by the Writer is and/or will be vested in the Writer absolutely, and the Writer has not previously assigned, licensed, granted or in any way encumbered the rights granted and assigned under this Agreement in favour of the Producer and the Writer has a good title and full right and authority and is entirely free to enter into this Agreement.
10. **Assignment:** Producer may assign this agreement to anyone without any restrictions and as the producer may deem fit. The said Agreement is not assignable by the Writer.
11. **No Partnership:** Nothing in this Agreement shall be deemed to constitute a partnership or

- employment between the Parties to this Agreement nor constitute any Party the agent of the other Party, or otherwise entitle any Party to have authority to bind the other Parties to this Agreement for any purpose. The present arrangement/relationship between the Parties contemplates a principal to principal basis.
12. **Waiver:** The Writer expressly waives any rights which can be exercised by virtue of membership with any association or guild such as payment of any fees etc. Save and except as expressly provided in this Agreement, no exercise, failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy. Further the Party of Second Part will not approach any association for the settlement of disputes arising out of this Agreement other than by arbitration as contemplated herein.
 13. **Indemnification:** The Writer shall indemnify and hold indemnified and harmless, the Producer, their successors, licensees, assigns, agents, representatives and affiliates from and against any and all claims, demands, causes of action, obligations, liability, loss, damage, cost and expenses (including reasonable attorneys' fees), incurred or sustained by reason of or arising out of any breach or alleged breach of any of the warranties, representations, obligations or agreements herein made by the Writer, and/or in the event any representation/warranty of the Party of Second Part turns out to be false/untrue.
 14. **Consent to Execute Documents:** In connection with this Agreement, as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and instruments, and to perform such additional acts, as may be necessary or appropriate, and upon which the Parties may agree, to effectuate, carry out and perform all the terms, provisions and conditions of this Agreement, and all such transactions.
 15. **Force Majeure:** None of the Parties shall be liable for any failure or delay in performance of any obligation under this Agreement to the extent such failure or delay is due to a Force Majeure Event. The Party having any such cause shall promptly notify the other Parties in writing of the nature of such cause and the expected delay. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure Event as a result of which that Party is prevented from performing its obligation affected by such Force Majeure Event, the Parties may decide to release that Party from performing its obligation hereunder or may modify the relevant provisions of this Agreement affected by the Force Majeure Event so long as the Force Majeure Event continues, in order to enable that Party to perform its other obligations hereunder as so modified.
 16. **Confidentiality & Publicity:** The Writer hereby undertakes not to disclose, reveal or make public except with the prior written consent of the Producer, any information whatsoever concerning the production of the Serial and the Services to be rendered hereunder including any financial information relating to the Serial, the business of the Producer and this Agreement including its contents and keep strictly secret and confidential the Script, artistic content, characterization and treatment of the Serial, save and except for promotion of the Serial approved by the Producer. Further, the Writer shall not keep or take or publish any record written or otherwise relating to the Serial or any photographs of persons working on the Serial or of any matter or thing connected with the production of the Serial. It is expressly clarified that the Writer shall not make any public statement or press statement or provide any interviews in connection with the above or commit any act which may prejudice or damage the successful completion or exploitation of the Serial or the reputation of the Producer without the prior written approval of the Producer.
 17. **Notices:** Any written notices which Producer will desire to give Writer hereunder and all statements and payments which shall be due to Writer hereunder shall be addressed to Writer at the address set forth, hereof until Writer shall give Producer written notice of a new address. All notices which Writer shall desire to give to Producer hereunder shall be addressed to Producer at the address set forth hereof until Producer shall give Writer written notice of a new address. All notices shall be delivered by hand or served by mail, postage prepaid, courier or telegraph office, whichever shall be first, shall be deemed the date of service.
 18. **Governing Law & Jurisdiction:**
 - i. This Agreement shall, in all respects, be governed by and construed in all respects in accordance with the laws of India. The Parties agree to submit to the exclusive jurisdiction of the courts in Mumbai in connection with any dispute arising out of or in connection with this Agreement.
 - ii. The Party of Second Part acknowledges that the Producer shall expend time, effort and money in producing the Serial and in the event there is any default/negligence on the part of the Party of Second Part, the same shall cause irreparable harm/injury to the Producer. The Party of Second Part acknowledges that therefore, in addition to their other rights under this Agreement and under any applicable law, the Producer shall be entitled to injunctive and other equitable relief to prevent or curtail any actual or threatened breach by the Writer of the provisions of this Agreement. The Party of Second Part agrees that he shall not be entitled to any injunctive and other equitable relief on the said Serial.
 19. **Entire agreement.** This Agreement supersedes any and all prior negotiations, understandings and agreements between the parties hereto with respect to the subject matter hereof.
 20. **Modification, waiver, invalidity and controlling law:** This Agreement may not be canceled, altered, modified, amended or waived, in whole or in part, in any way, except by instrument in writing signed by the party sought to be bound. The waiver by either party of any breach of this Agreement in any one or more instances shall in no way be construed as a waiver of any subsequent breach of this Agreement. If any part of this Agreement shall be held to be void, invalid or unenforceable, it shall not affect the validity of the balance of this Agreement.

- 21. Unique service:** Writer acknowledge that the services rendered hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them a particular value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and that a breach by the Writer of any of the provisions of this Agreement will cause Producer great and irreparable injury and damage. Writer expressly agrees that Producer shall be entitled to the remedies of injunction and other equitable relief to prevent a breach of this Agreement or any provision hereof which relief shall be in addition to any other remedies for damages or otherwise, which shall be available to the Producer.
- 22. Termination:** This Agreement shall be terminated under following circumstances :
- (a) In case the producer wants to abandon the serial for reasons commercial, artistic or otherwise, termination of the Agreement can be made by providing the Writer with 7 days prior notice in writing in that behalf.
 - (b) If the Producer finds the quality of the performance of the Writer unsatisfactory and not up to the mark, the producer may terminate this Agreement forthwith without assigning any reasons / justifications by giving 7 days' notice in writing. In such an eventuality, producer shall have the complete and uninterrupted right to engage any other Writer to complete the unfinished serial. The Writer agrees his/her consent to such termination clause and gives his/her confirmed consent to appoint any other Writer without taking any NOC from the Writer.
 - (c) If the Production of the said work is stopped, ceased or discontinued, temporarily or permanently by virtue of the Court Order restraining the said work.
 - (d) It is hereby amply cleared that on termination of the contract due to any of the reason(s) mentioned herein above, the remuneration to the party of the second part shall be paid only till the period of completed work, subject to the satisfaction of the Producer and shall be treated as full and final payment. It is hereby agreed by the party of the second part that no further remuneration shall be demanded from the producer.
 - (e) That in case the said Serial or serial is shelved, then the party of the second part undertakes to return the signing amount and such other amounts back to the producer within a period of 15 days of the receipt of the notice terminating this agreement.
 - (f) In the event that there is a breach of any of the terms of this agreement by the Writer and the Writer fails to rectify the same within a week of producer serving a Notice, in writing to the address of the Writer as mentioned above:
 - (g) If the production of the said work is stopped, ceased or discontinued, temporarily or permanently due to any reasons whatsoever or by virtue of the Court Order restraining the telecast of the said work created by the Writer.
 - (h) The Writer understand that in the eventuality of the termination of the Present Agreement, all works along with the research materials shall be deemed as work assigned solely and irrevocably in perpetuity for the worldwide territory to the Producer. The remuneration given to the Parties of Writer shall be considered full and final and no further claim shall be entertained.
- 23. Arbitration:** Any disputes or differences arising out of or pertaining to this Agreement shall first be resolved by the parties through negotiations, failing which such disputes / differences shall be referred to Arbitration to a Sole Arbitrator appointed by the Producer and the Writer jointly, the Arbitration Proceedings will be in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. Such arbitration proceedings shall be held in Mumbai. The Award passed by the Arbitrator in pursuance of such Arbitration proceedings shall be binding upon parties hereto. Neither parties will appeal against the said award passed by the Arbitrator.
- 24. Acknowledgement:** Writer hereby acknowledges that he has had the opportunity to discuss this matter with and obtain advice from their private Legal Counsel, has had sufficient time to, and has carefully read and fully understands all the provisions of this agreement, and is knowingly and voluntarily entering into this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR INDICATED HEREINABOVE :

SIGNED AND DELIVERED by the) for.....
 Within named **M/s**)
 In the presence of-----)
 -----)
 -----)

SIGNED AND DELIVERED by the)
 Within named)
STORY & SCREENPLAY WRITER/ WRITER)
)
 In the presence of-----)
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