

STANDARD TERMS AND CONDITIONS FOR DISTRIBUTION OF OTHER RIGHTS

A. DEFINITIONS

'Agreement' means this License Agreement and shall include any recitals/schedules that are or may be annexed to this agreement and any amendments, extensions made to this Agreement by the Parties in writing;

'Airborne Rights' means the right to show or play the Film by any manner or means as approved by any airline anywhere in the world or make available Videograms to passengers on aircraft registered in any country or to guests/passengers/occupants in any chartered flight and by all means every Airborne Right;

'DLP' means Digital Light Projection format;

'Dubbing' means introduction of voices in the soundtrack of a film to replace the original dialogues of the film in any language/s and on any format for the purpose of enabling exhibition/showing of the film to audiences speaking such language.

'Hotel and Commercial Establishment Rights' means the right to show or play the Film by means of Television system in all commercial establishments, including but not limited to hotels and motels and excluding any public showing to any audience which had paid or is deemed pursuant to any statutory or other provision to have paid to see or hear the Film, but including the right to show the Film by pay per view device in any commercial establishment.

'Internet Rights' would mean the rights of exploitation, distribution and exhibition commercial as well as non-commercial by delivery of the Film or any part thereof including audio-visual signals from the Film to a computer, television, web TV, monitor, screen, palm top or any other device primarily constituting a monitor for end viewing of digital signals whether audio-visual, audio only such as dialogue, as well as screen savers, wall papers, text or processed data by any means presently available or which may become available in future including but not limited to cable, electric wires, wireless, DTH, DSL, ADSL, VDSL, XDSL, Broadband and all other rights attached to such exploitation, distribution and exhibition including but not limited to VOD, NVOD, PPV, free or pay downloads in part or full, animation, merchandising, games etc;

'Merchandising Rights' means the non-exclusive right to manufacture and distribute and/or cause to be manufactured and distributed, advertising accessories for the purposes of promotion of the Film and not for commercial sale to the public, during the Term in the Territory;

'Non Theatrical Rights' means the right to show or play the Film and /or authorize others to do so for screening before an audience by institutions or organizations not primarily engaged in the business of exhibiting motion pictures to the public including without limitation educational, social, political and religious institutions, churches, businesses, industrial and civic organisations, hospitals, libraries, prisons, convents, and orphanages and marine and military installations and dwellings;

'Party' means any one party to this Agreement, collectively referred to as the "Parties";

'Release Date' means the date of the first theatrical release (with a grace of 60 days) of the Film anywhere in the world, during the Period.

'Rental Rights' means the right to lease, let on hire, rent copies of the Film made on Videogram format.

'Ship Rights' means the rights to show or play the Film by any manner or means or make available Videograms to passengers/occupants on ships registered in any country falling within the Territory or any water transport vessels in any such country.

'Surface Transport Right's' means the right to show or play the Film by any manner or means or make available Videogram to passengers/occupants on any transport touching or playing on the surface of the earth including but not limited to railways, or on any fitting and fixtures based on the ground anywhere in the Territory;

'Satellite Television Right' shall mean and include the rights to broadcast the Film for television viewing through digital or analogue through satellite in extra-terrestrial orbit and beam down signals through satellite antenna and re-broadcast such signals in the contracted territories/areas for re-broadcasting of the Film from signal input towards the satellite upto and including its reception by the viewer whether or not this be effected by means of a unit other than the original receivers and antennas and any new technology later invented for satellites;

'Tape / Tapes' means Beta SP Pal;

"Terrestrial Free Television Rights" shall mean the right to transmit the said Film on conventional VHF or UHF Terrestrial broadcast television or any other mode of delivery by means of over-the-air standard television signals for general reception without payment of subscription license or rental fees in the territory only and excludes the transmission of the Film from all satellite platforms

'Theatrical Video Rights' means the right to make copies of the Film in the form of cassettes, discs and other devices designed to be used with reproduction apparatus and a television receiver or other receiving devices for viewing in a cinema by the general public on a regularly scheduled basis where a fee is charged for such viewing;

'Videogram' means any video cassette or video disc tape, compact disc, digital versatile disc or any electronic magnetic or other device whatever existing now or development in the future which may be derived in whole or in part from the film material alone or in conjunction with other audio visual material by which visual images with or without sounds derived from the Film can be perceived reproduced or otherwise communicated directly or with the aid of any machine or device;

'Videogram Rights' means the right to manufacture sell distribute and make available for rental Videograms for the purpose of private viewing in the home by means of playback through a domestic television receiver with suitable ancillary equipment;

'Video/VCD Rights' means the right to make, offer, sell and rent for home viewing copies of a cinematograph film in the form of cassettes, discs and other devices designed to be used in conjunction with a VCR or other reproduction apparatus and a television receiver or other receiving devices and intended for retail sale to or hire by individual members of the general

public for domestic viewing and includes but is not limited to VOD, NVOD, or any other mode of video projection and /or transmission;

‘DVD’ means a digital video/versatile disc, being an optical storage medium with improved capacity and bandwidth as compared with a compact disc, on which a cinematograph film may be recorded for viewing purposes.

‘DVD Rights’ means the right to make, offer, sell and rent for home viewing copies of a cinematograph film in the form of a DVD and intended for retail sale to or hire by individual members of the general public for domestic viewing.

1. Grant of Rights

In consideration of the License Fee to be paid by the Licensee to the Licensor, the Licensor hereby grants the Rights, as specified in the Agreement (collectively referred to as the **‘Rights’**) in the Territory, during the Term of the Agreement, with respect to the Film to the Licensee.

The Licensee warrants that the Rights granted herein shall be restricted to dissemination within the Territory only. Misusing the Rights granted herein shall constitute breach and Licensor shall be under no obligation to refund any monies paid till then by the Licensee.

All Rights not expressly licensed to Licensee herein are reserved to Licensor, and may be freely exercised by Licensor at any place or time, including, but not limited to and if applicable, theatrical and non-theatrical rights, film or motion picture rights, video rights, satellite broadcast rights, cable television rights and in any case all internet and all interactive media.

Holdback Period For Terrestrial Rights - Till first satellite broadcast of the film or six months whichever is later, For VCD Rights – Till the time Licensor releases overseas DVD of the film

The Licensee agrees that the Tapes shall only be delivered upon receipt of the License Fee and Tape costs to the Licensor as contemplated in the above clause.

Licensee agrees and warrants that the Rights granted herein are for the Territory only, and should it come to the Licensor’s knowledge that the Licensee is misusing the Rights granted herein (**‘breach’**), the Licensor shall be at liberty to terminate this agreement upon written notice to the Licensee. The Licensee shall have seven (7) seven days from date of receipt of such written notice to rectify such breach. In the event such breach is not rectified to the satisfaction of the Licensor, the Licensor shall have the right to terminate this agreement and all rights, obligations and rights granted with respect to this agreement shall cease to exist.

If for any reason the Licensee defaults in making any payment as mentioned in the Agreement. Then the Agreement shall stand terminated at the option of the Licensor with a minimum seven (7) days notice to the Licensee, including the termination of the Rights to further exploit the Rights granted herein. Licensor shall be under no obligation to refund any monies paid till then by the Licensee.

In case of any conflict between the Main terms and the Standard terms, the order of superiority for purposes of derogation will be as per the following order: a) Main Terms; and b) Standard Terms

2. Delivery

Licensor shall cause delivery of the Tapes containing the Film to the Licensee as per the delivery date agreed mutually between the Parties.

3. Sub-License/Transfer

3.1 Licensee shall not sub-license, assign or in any other manner transfer, the Rights granted under the Agreement with respect to the Film, to any person, company or other entity, unless mutually agreed by the Parties.

4. Term and Termination

4.1 The Rights are granted to the Licensee for the Term as specified in Clause 3 of the Principal Terms, and thereafter this Agreement terminates automatically.

4.2 Further, either Party may terminate this Agreement by notice in writing to the other Party only if:

4.2:1 The other Party is in breach of any of its obligations under this Agreement and shall have failed to remedy it within a period of seven (7) days of receipt of notice specifying the breach with a request to remedy it;

4.2:2 The other Party goes into liquidation either compulsorily or voluntarily (save for the purpose of reconstruction or amalgamation) or, if a receiver or administrator is appointed with respect of the whole or any part of its assets or, if the Party makes an assignment for the benefit of, or composition with its creditors generally, or threatens to do any of these things or, any similar occurrence under any jurisdiction affects the Party.

4.3 Licensor has a right to terminate this Agreement forthwith in the event its Rights are affected.

4.4 The Licensor has a right to terminate this Agreement with a minimum thirty (30) days notice to the Licensee in the event the Licensee defaults in payment of the Licensee Fee as and when it becomes due for payment as per the Principal Terms of this Agreement.

5. Taxes

5.1 Licensee shall pay and hold Licensor harmless from all taxes payable under the relevant tax laws applicable in country of residency of Licensor. It is hereby agreed between the parties that the Licensee shall pay the License Fee to the Licensor net of all taxes or deductions to be paid on signing of this agreement.

6. Consequences of Termination/Expiry

6.1 Upon prior termination or expiry of this Agreement, Licensee shall destroy the Tapes containing the Film and provide evidence of the same to the Licensor.

5.2 The Rights granted to the Licensee under this Agreement shall immediately revert to the Licensor and, the Licensee shall not be entitled to telecast, or authorize the telecast the Film in the Territory.

6. Confidentiality

6.1 The existence and terms and conditions of this Agreement are confidential to the Parties, and shall not be disclosed to any other entity or individual, without the other Party's written consent.

7. Editing, Alteration etc. of the Film

7.1 Licensee will not edit, alter and modify the Film except to the extent necessary for censorship requirements and/or complying with any applicable laws in the Territory, provided that such editing, alteration or modification shall not impair the integrity or quality of the Film.

8. Intellectual Property Rights

8.1 Nothing contained in this Agreement, shall grant to the Licensee any right, title or interest in the intellectual property rights of the Licensor in and to the Film, including but not limited to the trade marks, trade names, logos or Film titles owned by the Licensor and/or its group companies.

9. Representations /Warranties

9.1 Each Party represents to the other that it has the full power and authority to enter into, and fully perform its obligations under this Agreement and, that its performance under this Agreement, will not violate the rights of any third Party.

10 Indemnity

10.1 Each Party agrees to indemnify and hold the other Party harmless against all damages, loss, claims, demands, expenses (including legal and professional expenses) costs and liabilities that the other Party may, at any time incur, as a result of breach of any Representations/ Warranties under this Agreement. In the event of any claim, the Party in breach ('Defaulting Party') will promptly adjust, settle or defend or otherwise dispose of such claim at its sole cost. If the Defaulting Party, does not diligently and continuously pursue the matter, the other Party shall have the right to take any action on behalf of itself, to settle, adjust, defend or otherwise dispose of such claim, in which case, the Defaulting Party, shall upon being billed by the other Party, forthwith reimburse the entire amount to the said other Party.

11. Governing Law and jurisdiction

11.1 In the event of any disputes/differences arising out of or relating to this Agreement, the Parties hereto shall at first attempt to resolve the same by way of negotiations. In the event of their failure to do so the dispute/differences will be referred to the sole arbitrator to be appointed by Parties and the arbitration proceedings shall be conducted in English language. The award passed by the arbitrator/s in pursuance of such arbitration

proceedings shall be binding upon both parties hereto. The venue for the arbitration shall be the country of residency of Licensor. The laws applicable in country of residency of Licensor shall govern this Agreement. Save and except, the courts having competent jurisdiction in the country of residency of Licensor will have exclusive jurisdiction.

12. Notice

12.1 Any notice to be given by any Party to this Agreement shall be in writing and shall be deemed to be duly served if delivered by prepaid registered post or through a delivery service/courier or by fax to the aforementioned addresses of the Parties.

12.2 Any notice given as provided by this Clause shall be deemed received by the party to whom it is addressed when:

- (a) In the case of any notice delivered by hand, when so delivered;
- (b) If sent by pre-paid post on the third clear day after the date of posting; and

13. Miscellaneous

13.1 Reservation of Rights

13.1.1 All rights not specifically and expressly granted to the Licensee by this Agreement are reserved to the Licensor.

13.2 Force Majeure

13.2:1 If either Party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control (including but not by way of limitation, war, national emergency, flood, earthquake, strike or lockout disputes or labour disputes or any regulation or order of the Government the country of residency of Licensor or any statutory or judicial authority) the Party unable to fulfill its obligations shall immediately give notice of this to the other Party and shall do everything in its power to resume full performance.

13.2:2 In the event of incapacity referred to in Clause 13.2:1, neither Party shall be deemed to be in breach of its obligations under this Agreement.

13.2:3 If the period of incapacity exceeds thirty (30) consecutive days, then this Agreement shall automatically terminate unless the Parties first agree otherwise in writing.

13.3 Waiver

The failure by either Party to enforce at any time or for any period, any one or more of the terms or conditions of this Agreement, shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

13.4 No Modification

This Agreement may not be modified except by in writing signed by both the Parties.

13.5 Survival of Terms

The terms set out in this Agreement which by their nature shall survive the expiry or termination of this Agreement, shall be binding upon the other Party after the expiry or termination of this Agreement.

13.7 Invalidity

Any provision of this Agreement, which is invalid, illegal or unenforceable, will not affect the remaining provisions of this Agreement.

13.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties as to the matters to which it relates.

13.9 Partnership or Agency

Nothing in this Agreement will create a partnership or joint venture between Licensor and Licensee and neither Party may enter into any contract or obligation, which purports to bind the other.