

## FILM / SERIES / SHOWS ASSIGNMENT AGREEMENT

This Film / Series / Shows Assignment Agreement ("Agreement") is made at Delhi on this \_15th July - 2024 by and between

**M/s. ARTAGE STUDIO PVT.LTD. -INDIA (RGP – ‘AKASA’ 3D ANIMATION PROJECT).**

Register Office at

as "**Assignor**" (which expression shall, unless repugnant to the context hereof, mean and include his heirs, executors, administrators, successors, legal representatives, assigns etc) of the **ONE PART**;

AND

**M/s. VMAS ASIA NETWORK PVT LTD.**, a Company incorporated under the provisions of the Companies Act, 1956, Registered Office Flat No, 512, 5th flr, Manasarovar Bldg., New Delhi, Delhi 110019, as "**Assignee**" (which expression shall unless it be repugnant to the context or meaning thereof, means and includes its successors and permitted assigns) of the **OTHER PART**;

**WHEREAS** the Assignor is the exclusive and unrestricted rights holder as producer(s), owner, copyright holder and/or Negative rights holder of feature Film / Series / Shows ("**said Episodic Series "Assigned Film / Series / Shows"**") as mentioned in "**Schedule I**"

**AND WHEREAS** the Assignee is in the media and. entertainment business inter alia of procurement, development, distribution and dissemination, broadcast/re -broadcast of entertainment television software programmers including Cinematograph feature Film / Series / Shows and other specific rights contained therein, serials, Talents hunts, reality shows through satellite, terrestrial or OTT Channels or through Direct to Home (DTH) using existing and emerging technologies, and distribution platforms be it as analogue signals or digital signals or otherwise.

**AND WHEREAS** the Assignee is willing, to obtain exclusive Assignment Rights for the said Film / Series / Shows as described in Part I and II and the Assignor hereby agrees to assign right in the said Film / Series / Shows on the terms and conditions as agreed herein below.

**NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES, COVENANTS SET FORTH HEREINAFTER THE PARTIES HERETO ACCEPT AND WITNESS THE TERMS AND CONDITIONS OF ASSIGNMENTS APPEARING HEREINAFTER.**

### ARTICLE 1 DEFINITIONS AND INTERPRETATION

**1.a Agreement:** This Agreement along with any/all schedules, annexure and exhibits attached to it or incorporated in it by reference.

**1.b Assigned Film / Series / Shows:** The said Film / Series / Shows as detailed in "Schedule I and II", under this Agreement.

**1.c Assigned Period:** The Assignment made under this Agreement shall be for a period mentioned in Schedule I and II. The expiry date for the Assigned Film / Series / Shows shall be as mentioned in the "Schedule I and/or II"

**1.d Assigned Rights:** The Assignment made under this Agreement shall be in respect of the Assigned Film / Series / Shows as mentioned in Schedule I and exclusive for Rights defined in Schedule III for the Assigned Territory and for the Assigned Period to the Assignee as mentioned in Schedule I & II. The Assigned Rights shall include

**1.e.1** The right to encrypt/ decode and authorize third parties to do so at any stage of uplinking downlinking, transmission/re-transmission, distribution/re-distribution and/or sending/receiving the signal for commercial exploitation of the said Film / Series / Shows assigned under this Agreement.

**1.e.2** The authority for transmission and re-transmission by MEANS (with or without decoders or specialized gadgets, direct to home (DTH) systems and/or MMDS systems now known or invented later) of the broadcast Television signals as defined under the Cable Television Networks (Regulation) Act, 1995.

**1.e.3** Right to promote and advertise the said Film / Series / Shows anywhere in any format as the Assignee may deem fit through any medium now known or invented in future for which the Assignor shall provide photo sets, posters, trailers, extracts, etc. and other promotional material.

**1.e.4** Right to edit and subtitle the said Film / Series / Shows assigned under this Agreement in any language(s).

**1.e.5 Assigned Territory:** means the geographical areas for which the Assigned Rights under this Agreement have been assigned and more specifically mentioned in Schedule I and II attached herewith. Or Online through Global non limited Internet Territory.

**1.e.6 Link Documents:** are agreements/documents between the producer(s) and/or any third party from whom the Assignor has acquired the Assigned Rights in and to the Assigned Film / Series / Shows.

**1.e.7** Any reference in this Agreement to. any statute or statutory provisions 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 the Agreement and all statutory instruments, orders and regulations for the time being made pursuant to it.

**1.e.8** Unless the context otherwise requires words denoting the singular shall include the plural and vice versa and words denoting anyone gender shall include all genders and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.

**1.e.9** Unless otherwise stated time shall be of essence for the purpose of the performance of both the parties obligations under this Agreement.  
In case of broadcasting by Satellite or other means the Assignor agrees not to hold the Assignee responsible in the event the Film / Series / Shows are received by parties without its authorization in Territories other than those indicated in the annexed Schedule by reason of change of the reception zone of the satellite transporting these signals. The Assignor also agrees not to hold the Assignee responsible for any unauthorized pick-up of the signals by any third party and its exploitation within and outside the said Territory through any means

**Language:** Gujarati, Marathi, Hindi, English & Other Regional Language for.

**1.f Schedule I:** Consideration and Assigned Rights.

**1.g Schedule II:** Details of Film / Series / Shows (Series of 30 Episodes will be specified in eMOU).

**1.8 Schedule III:** Digital Rights/ Digital OTT/Digital Online Media Rights.

## **ARTICLE 2: CONSIDERATION**

**2.1** In consideration of the Assignor granting Digital Rights under this Agreement, Assignee shall pay an aggregate consideration as mentioned in Schedule I & II herein of Rs. 5,70,00,000.00 (Rupees Five Crore Seventy Lakh Only) Exclusive of all taxes, levies, costs, expenses etc. The said total consideration shall be paid after deducting applicable tax at source, as follows:

The Assignor shall not make any claims whatsoever other than as agreed in clause 2.1 above.

**2.2** It is clarified between the Parties that the consideration for the Assigned Film / Series / Shows, whether in part or full, shall not be liable to any increase for any reason, whatsoever.

**2.3** The consideration stated above shall be subject to statutory deductions if any or any other levy in respect of the Assignment or Rights granted herein which shall be paid by the Assignee to the Assignor on signing of the Agreement / The eMOU is to be done.

VMAS ASIA NETWORK has all rights to terminate this agreement if the final print is not satisfying with the creative team with respect to technical aspects. (Approval of VMAS CREATIVE TEAM is must as well as the Tech-check is mandatory in submission process.)

## **PAYMENT SCHEDULE:**

The Schedule for the payment for the acquisition as per the meeting between Officials of VMAS ASIA (INDIA) and Creative Team of the PRODUCTION HOUSE.

This agreement does state to make an eMOU for the Payment and Project Submission Timelines.

- 2.1.a. The Creative Team of VMAS GUJARATI is in sole authority who finalize the budget and progressions.
- 2.1.b. Creative Team of VMAS GUJARATI has all rights to scrutinize the production in creative and commercials.
- 2.1.c. All the commercials must be maintained in recorded format as provided by VMAS GUJARATI Officials.
- 2.1.d. Payment flow if any will be made according to the MOU signed between the parties.
- 2.1.e. All Creative decisions will be final only with approval of the Channels Creative Team.

## **ARTICLE 3: ASSIGNOR'S WARRANTIES**

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

**3.1** The Assignor is the sole, absolute, exclusive, and unencumbered legal owner of the Assigned Rights in and with respect to the Assigned Film / Series / Shows for the Assigned Territory, for the Assigned Period and that they have not, prior to the signing of this Agreement, granted, assigned, licensed, transferred or encumbered in any way and in any manner whatsoever the Assigned Rights during the Assigned Period or any part thereof to any other person to the prejudice of the Assignee.

**3.2** The Assignor has acquired the rights pursuant to the Link Documents to enable the Assignor to enter into this Agreement and perform the Assignor's obligations and grant the rights and enter into the warranties on the part of the Assignor.

**3.3** Assignor has paid and/or settled all the loans and dues if any, due and payable to any financial institution, banks, financier, party, Company, firm etc., (referred to as "financier") in respect of or related to the Assigned Film / Series / Shows or any part thereof, and the Assignor shall obtain no due certificate from the concerned financier of the said Film / Series / Shows and submit the same along with the link documents to the Assignee.

**3.4** As the said Film / Series / Shows is/ if release the same for theatrical exhibition in the Month of \_\_\_\_\_ of Year \_\_\_\_\_. If for any reason whatsoever, the said Film / Series / Shows is released for theatrical exhibition within the said period and shelved or dumped due to legal circumstances, the Assignor shall be liable to pay interest on the amounts received by him from the Assignee under this Agreement @ 24% per annum from the date of receipt of the amounts till the date of legal fillings. . Such interest shall be deducted from the balance consideration payable by Assignee to Assignor or from any other dues payable by the Assignee to the Assignor. and the Assignee shall be, at their sole discretion and without prejudice to any other rights and remedies available to them under Law, entitled to terminate this Agreement and claim refund of the amounts paid by them along with interest @ 24%per annum from the date of payment of the amounts by Assignee till the date of repayment in full and also entitled to the damages.

**3.5** The Assignor shall not assign, encumber, license or transfer or otherwise dispose of any of the Assigned Rights during the Assigned Period in favour of any third parties.

**3.6** The Assignor shall not assign, transfer, sell, or license the Assigned Rights assigned herein, in any other language (Indian/International) or dubbed or subtitled version of the Assigned Film / Series / Shows in favour of any other Party, Person, Channel, Company or Third Party during the Assigned Period under this Agreement.

**3.7** The Assignor is not prevented under any law, contract or otherwise to legally transfer, assign, license and convey the copyrights herein in favour of the Assignee and the Assignor has valid and subsisting rights in the Assigned Film / Series / Shows.

**3.8** The Assignor has not created any charge, lien, mortgage, or any other encumbrance including first right of refusal on the said Film / Series / Shows during the Assigned Period for the Assigned Rights in favour of any Artist, Writer, Technician, laboratory, Financier or any other Person, Party, Company, Organization whatsoever.

**3.9** The Assignor has complete authority to deal with/in relation to the assignment of the Assigned Film / Series / Shows and there is no present or prospective claim, proceeding or litigation in respect of the Assigned Film / Series / Shows, or the Assigned Rights in the Assigned Film / Series / Shows or the title thereof or the ownership of copyright in the Assigned Film / Series / Shows which may in any manner impair, limit, inhibit, diminish, or infringe upon any or all the Assigned rights in the Assigned Film / Series / Shows to the Assignee.

**3.10** That the Assigned Film / Series / Shows is not obscene or blasphemous or defamatory of any event and/or person deceased or alive.

**3.11** Nothing in the said Assigned Film / Series / Shows infringes copyright, literary, dramatic, artistic or musical works of any person or any other party, to the best of knowledge of the Assignor. No Part of the said Assigned Film / Series / Shows will be defamatory or contribute, contempt or breach of any provision of the statute, nor hurt sentiments of any religious groups or the declared policy of any nation or state.

**3.12** The Assignor represents and warrants that the relevant link documents and censor certificates furnished the Assignee in relation to the Assigned Film / Series / Shows are complete copies of the original and the link documents remain in full force and effect and none of its terms or conditions has been amended, varied, or waived in any manner whatsoever, whether by course of conduct or otherwise.

**3.13** The Assignor has no actual or constructive notice or knowledge of any default or any breach of warranty or misrepresentation pursuant to the link Documents or any actual or alleged defect in any of the Assigned Rights acquired by the Assignor, or any other event which might constitute an event of default or breach of warranty or obligation of the producer or defect in any rights in the Assigned Film / Series / Shows.

**3.14 The Assignor hereby agrees and confirms that it shall not have any claims over any revenues** collected by the Assignee through exploitation of the Assigned Rights including but not limited to lease, hire, sale, royalty, further assignment, advertisement of the said Film / Series / Shows or in any other way or any other revenue(s) in the course of exploitation of the said Film / Series / Shows for the said Assigned Rights in the said Territory for the said Assigned Period i.e, Full Time With.

**3.15** The Assignor hereby declares and affirms that the contents of the Assigned Film / Series / Shows are in conformity with the laws prevailing in India and the Assigned Film / Series / Shows have been duly censored by the Central Board of Film / Series / Shows Certification (CBFC) or any other regulatory Authority as may be applicable.(As the said Content is Series hence do not need the Censor Certificate and If ask/ need in any special circumstances than the Assignor must apply and take the appropriate certification.)

**3.16** The Assignor confirms that the source material of the said Film / Series / Shows is of excellent quality and takes complete responsibility to provide the Assignee high quality Tech FORMAT as require by VMAS ASIA's Technical /Legal Team Assignee of the said Film / Series / Shows which should be exact copy of the original Film / Series / Shows of the same title (s) (in case of Film / Series / Shows the censored version of the celluloid Film / Series / Shows be used). The said Digi Print/Drive/ Tapes, after delivery, shall be the property of the Assignee. The Assignee will bear the cost of transfer / telecine / developing as the case may be of the said Film / Series / Shows in Digi Print/Drive/ Tapes of acceptable quality for delivery to the Assignee.

**3.17** In case the negative requires rejuvenation, cleaning, repair, etc. prior to tele cinema, it would be at the cost of the Assignor which amount would be deducted from the amounts payable to the Assignor. In the event the Assignor is unable to give delivery of the required quality material(s) the Assignor would be obliged to immediately refund the money paid on signing of the Agreement together with interest at the rate of 24% per annum along with loss and damages caused to the Assignee, without prejudice to any other rights and remedies available to them under law. (This regulation is not for the **DIGITAL TRANSFER** Project submitted Online Uploads / Hard Drive Submission / Digital Transfer).

**3.18 In the alternative the Assignee at its sole discretion, shall be entitled to arrange the suitable material (s)** from any other source of its choice and can exercise the Assigned Rights mentioned in this Agreement. In such an event the period of the assignment will commence from the date of arrangement of the material(s) by the Assignee, and the cost of such procurement shall be adjusted from the consideration agreed to be paid to the Assignor.

**3.19** The Assignor abide by this agreement to submit all the necessary material as (1) Master Film, With BGM . (2) All the 30 Episodes in Format require in the technical specification attached to this agreement. (3). All the marketing collateral such as Teaser, Trailer, Artist Bytes, Picture of Artist for Poster and other Marcomm POS & POP Materials, Artist Picture for Poster and Branding Materials.

**3.20 Assignor hereby agrees and confirms that in the circumstance whereby the Assignee is prevented for** whatever reason from exploiting any/all the said Film / Series / Shows including broadcast as authorized under this Agreement, the consideration payable for assignment of the said Film / Series / Shows as specified in the Annexed Schedule-I shall not be paid by the Assignee to the Assignor, or if already paid the Assignor shall refund entire amount to the Assignee together with interest @ 24% per annum.

**3.21** The Assignor hereby agrees and confirms that the Assignee shall be free to publish at its own cost if they so desire, Public Notices in trade magazines about or concerning the transaction hereby entered into and if any claim in respect of the Assigned Rights of any of the said Film / Series / Shows is made by or

received from any third person or party, the Assignor shall refund to the Assignee the consideration amount of such Film / Series / Shows or charges apportionable or attributable to such Film / Series / Shows for the period for which the Assignee are not able, because of such claim to enjoy or exploit the Assigned Rights of such Film / Series / Shows OR the Assignee may at its sole discretion cancel such Film / Series / Shows from this Agreement and demand the money so paid by the Assignee to the Assignor in respect of such Film / Series / Shows along with interest @ 24% per annum from the date of payment till the date of realization.

**3.22** The Assignor has exercised the rights acquired/available in the said Film / Series / Shows as required under the law and that the Assigned Rights have not lapsed due to non-exercise of the said rights by the Assignor.

**3.23** The Assignee has all rights to review, re-evaluate as well as reconsider the creative and commercial terms whenever require at any course of duration before the Release / Streaming / On Air of the Said Film /Series/ Show. The Assignee always authorize to evaluate and reconstruct the creative part and the assignor is bound to agree if any reconsideration is suggested before the Release / Streaming / On Air of the Said Film /Series/ Show.

#### **ARTICLE 4: REPRESENTATION BY THE ASSIGNOR**

The Assignor represents having hand over the relevant Link Documents to the Assignee in respect of the Assigned Film/Series/Shows and undertakes that censor certificates shall be furnished by the Assignor within one month from the date of signing of this Agreement Or whenever demanded by the Assignee with any grade by the Censor Board.

#### **ARTICLE 5: ASSIGNMENT**

5.1 The Assignor hereby assigns and the Assignee hereby accepts the assignment of Assigned Rights for the Assigned Territory for the Assigned Period mentioned herein in relation to the Assigned Film/Series/Shows.

5.2 Upon execution of this Agreement, the Assignee shall have the right to distribute, syndicate, use or exploit Assigned Rights immediately upon the signing of this Agreement and/or further transfer assign and/or convey the same in favour of any third party or concern in respect of the Assigned Film/Series/Shows or any part thereof for commercial! non-Commercial and other purpose either in part or full with any modifications, deletions, additions, and exercise of any other right as granted under this Agreement and in any part of contracted territories without any consents from or intimation to the Assignor. This includes the right to make and use of songs, dialogues, scenes, extras and/or combination thereof of the Assigned Film/Series/Shows.

5.3 The Assignee shall have the exclusive rights in the materials of the Assigned Film/Series/Shows during the Assigned Period regarding the Assigned Rights and shall exercise the same in the manner stated herein.

#### **ARTICLE 6: DISCLAIMER**

The Assignor agrees that the Assignee shall be at the liberty to exercise Assigned Rights at any time during the Assigned Period notwithstanding anything contrary contained in the Copyright Act, 1957. The Assignor hereby waives the Assigned Rights granted under the provisions of Section 19(4) of the Copyright Act, 1957 (as amended) in favour of the Assignee.

#### **ARTICLE 7: CONFIDENTIALITY**

Assignor agrees not to disclose to any third party the terms of this Agreement and/or any confidential information during the subsistence of this Agreement.

#### **ARTICLE 8: INDEMNITY**

8.1 The Assignor hereby indemnifies and agrees to indemnify and keep safe the Assignee from a nd against all and/or any claims, costs, and proceedings; by any other person, party, company or organization. The Assignor shall also hold the Assignee harmless against any form of legal proceedings that might for any reason, during the exercise of their Assigned Rights to it by the present Agreement be taken against it by the person having interest or authors or Financiers/Creditors who might wish to oppose its broadcasting. In the event of the Assignee reassigning its rights to any other party these guarantees shall stand transferred to the transferee/purchaser/Assignee.

8.2 The Assignor indemnifies the Assignee for all amounts in case the Assignee is required to defend the acquired rights in any court of law and such cost of defence would be reimbursed by the Assignor and the unpaid instalments if any may be withheld by the Assignee till the matter stands settled. This Clause

shall survive the termination of the Agreement.

#### **ARTICLE 9: AUTHORIZATION**

The Assignor hereby empowers and authorizes the Assignee to take any lawful action, legal proceedings or other proceedings to safeguard the Assigned Rights under this Agreement, and if required by the Assignee so to do, the Assignor shall be included as a party to such proceedings to safeguard the Assigned Rights granted herein. 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.

#### **ARTICLE 10: GENERAL**

The Parties shall sign and execute such further and other document or documents as the Parties may at any time required for the purpose of more effectively fulfilling and carrying out this Agreement.

#### **ARTICLE 11: ARBITRATION**

11.1 The Parties hereto undertake that any dispute which may arise between any of them shall first be dealt with in the manner stated below, notwithstanding other recourse available to each party, in law or in equity.

11.2 If any dispute arises between the Parties hereto during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of this Agreement or regarding a question, including the questions as to whether the termination of this Agreement by one Party hereto has been legitimate, both Parties hereto shall Endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of thirty (30) days, either Party to the dispute may give fifteen (15) days' notice of invocation of the arbitration provisions contained herein, to the other Party in writing.

11.3 In the case of such failure, the dispute shall be referred to a sole Arbitrator, which shall be mutually appointed by the Parties or in case of disagreement, to a panel of three Arbitrators, one of whom shall be appointed by Assignor and one by Assignee. The third Arbitrator shall be mutually appointed by the two Arbitrators.

11.4 The venue of the arbitration shall be Delhi (India).

11.5 The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act, 1996, as amended from time to time.

11.6 The proceedings of arbitration shall be in English language.

11.7 The Arbitrator's award shall be substantiated in writing. The court of arbitration shall also decide on the costs of the arbitration procedure, which shall be borne equally by the Parties.

11.8 The Parties hereto shall submit to the Arbitrator's award and the award shall be enforceable in any competent court of law.

#### **ARTICLE 12: JURISDICTION AND GOVERNING' LAW**

12.1 Subject to the provision of Article 11, the Courts having jurisdiction under the provisions of the Arbitration and Conciliation Act, 1996, to determine all matters -which the court is entitled to determine under the Act, including, without limitation, provision of interim relief under the provisions of Section 9 of the Arbitration and Conciliation Act, 1996, shall exclusively be the courts at Delhi, India.

12.2 This Agreement shall be governed by the laws of India.

#### **ARTICLE 13: NOTICE**

All notices, requests, consents and other communication under this Agreement ("Notices") shall be in writing and shall be sent by (i) registered mail, (ii) personal delivery to the respective Parties at the addresses set forth herein. Any Notice given in accordance with point (i) above, shall be deemed to have been given five (5) days after having been mailed.

#### **ARTICLE 14: AGREEMENT FINAL AND COMPLETE**

This Agreement contains the full and complete understanding between the Parties and supersedes all prior arrangements and understandings whether written or oral pertaining 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.

**ARTICLE 15: WAIVER**

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 precoding 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.

**ARTICLE 16: TERMINATION**

The Termination is valid from either parties and is to be served by written and email notice only. All the commercials will be considered at till the point of the termination date and both the parties are abide for with respect to the below mention terms.

- (a) The Assignee has the right to terminate this Agreement after providing 15 (fifteen) days' written notice to the Assignor if any of the following events occur: (a) if the final print of the said web series is not satisfactory to the Assignee; and/or (b) if any third-party claims are received by the assignee in response to the Assignee's public notice.
- (b) The Assignor has the right to terminate this Agreement after submitting 15 (fifteen) days' written notice to the Assignee on the default in payment by the Assignee to the Assignor.

**Consequences of Termination:**

- (i) In the event this Agreement is terminated by for any reason, the Assignor shall refund the entire received amount with 24% annual interest to the Assignee and Assignee shall return the entire materials of the said web series to the Assignor.
- (ii) Both the parties shall be discharged from all its obligations under this Agreement.

**ARTICLE 17: COUNTERPART**

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.

**ARTICLE 18: STAMP DUTY**

The stamp duty applicable for this Agreement shall be borne by the Assignor.

**IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THESE PRESENTS THE DAY AND YEAR FIRST INDICATED ABOVE.**

**SIGNED AND DELIVERED** by the within named

Assignor \_\_\_\_\_

Signatory \_\_\_\_\_

}  
}  
}

Two empty oval shapes for signatures.

**In presence of:**

**SIGNED AND DELIVERED** by the within named'

Assignee through its

Authorized Signatory

Mr./Mrs.

Mr./Mrs.

}  
}  
}  
}

Two empty oval shapes for signatures.

**In presence of:**

## DEFINITION OF RIGHTS

Sr. No.	RIGHTS	DEFINITION
1	SATELLITE BROADCASTING RIGHTS	<p>i) The rights of broadcasting via satellite and further redistribution upto its reception by the Televiewer</p> <p>ii) The rights to transmit, re-transmit, broadcast, re-broadcast, simulcast (or authorize third parties to do so), the film(s) or any portion thereof using a Direct Broadcasting (DBS) and/or Point -to-Point Broadcasting system through Satellite/s placed in extra terrestrial orbit for beaming down signals to Satellite Antennas throughout the agreed territory during the agreed Period.</p> <p>iii) These rights cover all operations for communication and re-broadcasting of the film(s), from signal input towards the satellite upto and including its distribution and reception by the Televiewer whether or not this be affected by means of a unit other than the original transmitter (such as a cable operator) and/or original receivers, antennas, only the redistribution being through cable, Direct to Home systems and/or MMDS systems, whereas the signal source has no physical connection with the cable system or otherwise.</p>
2	PAY TV	Right to include, broadcast, transmit or deliver or authorize others to include broadcast or transmit or deliver the film(s) by any mode of transmission, in analogue, digital and any other format; whereby the viewer pays a fee for receiving the transmission or broadcast of the film(s).
3	PAY PER VIEW	Part of Pay TV Rights which includes paying for a Single Viewing of each film(s).
4	FREE TV	Transmission of the said Film for reception without a charge being made to the viewer to view the said Film. Often by means of "over the air broadcast", "basic cable transmission" or free "satellite transmission". As opposed for paid for cable (not as common a requirement as previously).
5	DIRECT TO HOME RIGHTS	Broadcasting through Satellite without any physical connection beamed Direct to Home
6	CABLE TV RIGHTS	Shall mean and include all means, whereby means of any physical connection, with wire/wireless, a multiplicity of television sets may receive a signal or signals, whether encrypted or not so as to enable the reproduction or images in vision (with or without sound) in the contracted territories, for homes, and including Cable Pay TV and shall include components of any system made or adopted so to do and the expression Cable TV rights shall be construed accordingly.
7	VIDEO-ON-DEMAND RIGHTS	Shall mean the delivery via satellite only of a single film to a viewer located in the Territory (the exhibition of which shall be in "real time") by any means of television and/or telecommunications systems where a supplemental charge (other than Basic Charges) on a per -exhibition basis is made to a viewer for the privilege of viewing the particular film at a time chosen by the viewer [i.e. the viewer can independently, and in the viewer's entire discretion, select his/her desired viewing time without reference to a list of possible viewing times pre - established by the exhibitor of the applicable service. It is the ability to activate a stored or live motion picture stream via the mode of television exhibition of a motion film, picture or program, other than Home Video, in respect of which a separate fee is charged to such recipient solely for the privilege of having the ability to view an exhibition of such motion picture or program during a fixed period, with a functionality similar to that of a DVD player (including all forms of VOD).
8	NEAR VIDEO ON DEMAND SERVICE	Shall mean a form of Pay Per View involving the delivery via satellite only of a single film by any means of television and/or telecommunications systems where a supplemental charge (other than Basic Charges) on a per exhibition basis is made to a viewer for the privilege of viewing the particular film at a time scheduled by the exhibitor, which film is transmitted sufficiently frequently on a number of channels to offer viewers a number of alternative commencement times to view such film.



9	VIDEO COPYRIGHTS	The Right to Copy or authorize copying the film(s) on Videogames, Cassettes, Tapes, Discs including laser Discs, Compact Discs, Compact Discs and to sell the same, let for hire, distribute, exhibit copies of the film(s) for the purpose of Commercial and Non- Commercial Viewing purpose for the agreed Territory.
10	DVD COPYRIGHTS	The Right to Copy or authorize copying the film(s) on Videogames, Cassettes, Tapes, Discs including laser Discs, Compact Discs, Digital Versatile Discs and to sell the same, let for hire, distribute, exhibit copies of the film(s) for the purpose of Commercial and Non-Commercial Viewing purpose for the agreed Territory.
11.	BROADBAND RIGHTS	Mean and include all means, whether now known or hereinafter invented or discovered, whereby means of any physical connection, internet connection, with wire/wireless, a multiplicity of television sets may receive a signal or signals, whether encrypted or not, thru coaxial cables, optic fiber cables, so as to enable the reproduction of images in vision (with or without sound) in the contracted territories, including but not limited to resident homes, video parlours/theatres, and hotel closed circuit television, etc. and including Pay TV, Pay Per View, Pay per Day and shall include components of any system made or adopted so to do and the expression Broadband rights shall be construed accordingly. This also includes "Video On Demand Rights" which means exploiting the film(s) on demand through Broadband network
12	INTERNET RIGHTS	The rights to transmit, re-transmit, host, re-host and authorize third parties to do so, multiple times, the films, songs, clippings of the film(s) or any portion thereof, using for the purpose of hosting on the Internet, IT/Remote Access Technology for cable/telco/LAN networks thru coaxial cables, optic fiber cables, so as to enable the reproduction of images in vision (with or without sound) during the agreed period, mentioned in annexed schedule I. This would include hosting the same through any other means whether now know or hereinafter invented discovered or developed for the same purpose as above. This also includes "Video on Demand Rights" which means exploiting the film(s) on demand through Broadband network, IPTV, internet - "Internet" shall also include but not be limited to a system that – <ul style="list-style-type: none"> <li>a) Is logically linked together by a globally unique address space based on the Internet Protocol (IP) or its subsequent extensions/follow-ons;</li> <li>b) is able to support communications using the Transmission Control Protocol/ internet Protocol ( ) TCP/IP suite or its subsequent extension / follow –ons and/or other IP compatible protocols and</li> <li>c) provides uses or makes accessible, either publicly or privately high level services layered on the communications and related infrastructure describe herein or a computer network consisting of the word "Internet" includes Cyberspace and worldwide web/Website thru optical or non optical fibers or any electronic media.</li> </ul>
13	TERRESTRIAL TV RIGHTS	Means the right to broadcast the film(s) on Terrestrial stations in the agreed Territory, through any satellite or any other form and mode of distribution whether available at present or may be developed in future.
14	AIR BORNE RIGHTS	The Right to show or play the film(s) by any manner or means or approved by any Airline anywhere in the World or make available Videogames to passengers on aircraft registered in any Country or to Guests / Passengers / occupants in any Chartered Flight and by all means every Airborne Rights within the Contracted Territory.
15	HIGH SEAS RIGHTS	The Right to show or play the film(s) by any manner or mean or make available Videogame to passengers / occupants on Ships registered in any Country or any Water Transport Vessels in any country.
16	SURFACE TRANSPORT RIGHTS	The Right to show or play the film(s) by any manner or means or make available Videograms, to Passengers / Occupants on any transport touching or plying on the surface of the earth or fitting or fixtures based on the ground.
17.	HOTEL CLOSED CIRCUIT RIGHTS	The Right to show or play the film(s) by means of Television System in Hotels and Motels excluding any Public Show or paying 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(s) by Pay Per View device in any Hotel Room to a normal Hotel Guest
18	THEATRICAL RIGHTS	The Right to exhibit, exploit or distribute the film(s) in 70mm/35mm/16mm/8mm or any format now known or invented in future for the agreed Territory under this Agreement
19	DUBBING RIGHTS	Right to Dub or Para Dub the film(s)

20	SUB-TITLING RIGHTS	Right to Sub-Title the film(s)
21	NEGATIVE RIGHTS	The total and absolute ownership rights in the negatives of the programme for the purpose of including but not limited to exhibition, distribution and exploitation of all kinds and by any means/ mode (known or to be invented) including but not limited to Theatrical Distribution, Satellite Broadcasting including Pay TV, Terrestrial TV, Internet, Cable TV, Home Video, Free to Air TV, Air Borne, High Seas, DVD, LD, VCD, DTH, DBS, MMDS, Pay per view etc and all other rights that are existing as also those that may be discovered or come into being in future.
22	RE-ASSIGNMENT RIGHTS	The Right to Re-assign the Copyrights (Rights Owned) assigned or Granted, and to create Licenses and/or leases in respect of all and any rights and Copyrights assigned without any let or hindrance from the Copyright Owners and the Copyright Owner shall not be entitled to object to the same.
23	SONGS & CLIPPINGS	Exclusive Right to usage of Songs (Audio Visual) and Clippings of the film(s).
24	REMAKE AND REPRODUCTIO N RIGHTS	Right to Reproduce and remake the film or any part thereof in any language across the world using the same or different starcast / director, co -producer etc.
25	ANIMATION RIGHTS	Right to Produce/make the Animated version of the film(s) or any part there of or its characters in any language across the world.
26	INTELLECTUAL PROPERTY RIGHTS	Shall mean and include copyrights both registered and/or applied for registration and non-registered, Intellectual Property Rights for the purpose of this Agreement shall always mean and include patents including rights of filing patents, trademarks, trade names, trade dresses, house marks, collective marks, associate marks and the right to register them, designs both industrial and layout, geographical indicators; moral rights, broadcasting rights, displaying rights, distribution rights, selling rights, abridged rights, 'translating rights, reproducing rights, performing rights, communicating rights, adapting rights, circulating rights, protected rights, joint rights, reciprocating rights, infringement rights and all those special rights conferred as a/result of the Berne Convention, 1979 individually as a result of prospective local laws in accordance with the Convention and the Trade Related Aspects of Intellectual Property Rights Agreement of the World Trade Organization.
27	IPTV	Shall mean all forms of transmission for reception on a television by means of Internet Protocol encoding. For purposes of clarification, IPTV include broadband transmission by means DSL or ADSL provided, such transmission takes place within a walled garden environment as known in the industry. For the avoidance of doubt, for the purposes of further clarification IPTV may or may not be accessed through a website and/or using an internet browser, regardless of it being password protected or otherwise.

VIDEO PRORES SPECIFICATIONS	
Container	QuickTime® Deliver all content in a QuickTime .mov file container. The Quick Time.mov file extension is expected for all audio and video content.
Video Format	Apple ProRes 422 (HQ)
Time Start	00:00:00:00
Color Space	ITU-R BT.709 color space, file tagged correctly as 709
Color Encoding	YCbCr / 4:2:2
Bit Rate	VBR expected at least 88-220 Mbps for HD 220-352 Mbps for 2K & 4K
Resolution	3840 x 2160, 1920 x 1080 for 16:9 content 2880 x 2160, 1440 x 1080 for 4:3 content square pixel aspect ratio 1:1
Frame Rate	23.976 24 25 29.97 50 59.94
Scanning Type	Progressive

AUDIO	
Container	QuickTime® Deliver all content in a QuickTime .mov file container. The QuickTime .mov file extension is expected for all audio and video content. Included in the same file as the delivered video.
Audio Format	LCM in either Big Endian or Little Endian, 16-bit or 24-bit
Time Start	00:00:00:00
Sample Rate	96khz or 48khz
Channels	Surround: L, R, C, LFE, LS, RS Stereo: Dolby Pro Logic channels: Lt, Rt or expected stereo channels: L, R

\* Each audio channel must have an assignment. The channel assignments must match one of the options below. For Option 1 (one track with all six channels), the order of the channel assignments can vary as noted in Option 1a, 1b, 1c, and 1d. Note that "Lt" and "Rt" are only used for Dolby matrix audio mixdown.

#### H.264 SPECIFICATIONS

Progressive scan (no interlacing)  
High Profile  
2 consecutive B frames  
Closed GOP. GOP of half the frame rate.  
CABAC  
Variable bitrate. No bitrate limit required, though we offer recommended bit rates below for reference  
Chroma subsampling: 4:2:0

**Audio codec: AAC-LC**

Channels: Stereo or Stereo + 5.1  
Sample rate 96khz or 48khz

Each audio channel must have an assignment. The channel assignments must match one of the options below. For Option 1 (one track with all six channels), the order of the channel assignments can vary as noted in Option 1a, 1b, 1c, and 1d. Note that "Lt" and "Rt" are only used for Dolby matrix audio mixdown.

VIVIAS ASIA