

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 13/08/2024

Certificate No. GOM2024H4167



Stamp Duty Paid : ₹ 201
(Rs. Only)

GRN No. 120120807



Penalty : ₹ 0

(Rs. Zero Only)

Seller / First Party Detail

Name: Krisumi corporation Private limited

H.No/Floor : 11

Sector/Ward : 26

LandMark : Emaar capital tower 2

City/Village : Gurgaon

District : Gurgaon

State : Haryana

Phone: 97*****05



Buyer / Second Party Detail

Name : Futureworks studios Private limited

H.No/Floor : 4

Sector/Ward : 0

LandMark : Andheri link road

City/Village: Mumbai

District : Mumbai

State : Maharashtra

Phone : 97*****05

Purpose : to execute a service provider agreement

The authenticity of this document can be verified by scanning this QRCode Through smart phone or on the website <https://egrashry.nic.in>

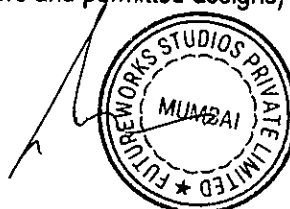
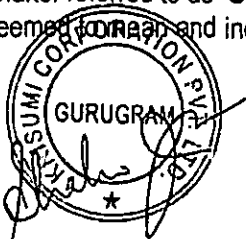
SERVICE PROVIDER AGREEMENT

This Service Provider Agreement ("Agreement") sets forth the valid and binding agreement, executed at Gurgaon on 13th August 2024 ("Execution Date"), by and between:

KRISUMI CORPORATION PRIVATE LIMITED, a company incorporated under the provisions of the Companies Act, 1956; CIN: U70200HR2012PTC064545 and having its address at Unit-02, 11th Floor, Emaar Capital Tower-2, MG Road, Sector -26, Gurugram-122002 (Haryana) (hereinafter referred to as "Client", which expression shall unless it be repugnant to the context or meaning thereof be deemed to include its successors and assigns) of the **ONE PART**;

AND

FUTUREWORKS STUDIOS PRIVATE LIMITED, a company incorporated under the laws of Companies Act, 1956, having its principal place of business at 4th Floor, Fun Republic, Andheri Link Road, Mumbai 400053 having PAN: AAFCF8182N and GSTIN: 27AAFCF8182N1ZY, represented by its **Authorized Signatory and director, Mr. Gaurav Gupta** (hereinafter referred to as "Service Provider" which expression shall unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the **OTHER PART**.



Client and the Service Provider are hereinafter collectively referred to as the "Parties" and individually as the "Party" as the case may be.

WHEREAS:

- A. The Client is engaged the business of construction and development of real estate in India and as part of its business activities, the Client is currently constructing a real estate project for mixed use under the name and style of "Krisumi City", on land admeasuring 33.38 acres located at Sector 36A, Gurugram (the "Project");
- B. The Client desirous of engaging the services of Service Provider for the purposes of the Services (*defined below*) in respect of Phase 5 of the Project.
- C. The Parties have accordingly arrived at a mutual understanding and agreed to reduce their terms in writing for the provision of Services in the manner and for the consideration as agreed hereunder.

NOW THEREFORE, BASED ON MUTUAL UNDERSTANDINGS, REPRESENTATIONS AND WARRANTIES PROVIDED BY THE PARTIES TO ONE ANOTHER, AND IN CONSIDERATION THEREOF, THE PARTIES AGREE TO THE TERMS OF THIS AGREEMENT.


1. This Agreement shall come into effect on the earlier of (a) the date of execution of this Agreement or (b) the date of commencement of Services hereof, i.e., 1st August 2024 ("**Effective Date**") and shall remain valid and binding on the Parties till satisfactory completion of the Services (*defined below*) and timely delivery of the Materials (*defined below*) as determined by the Client, unless terminated earlier in accordance with the terms of this Agreement ("**Term**").
2. **Engagement:** The Service Provider undertakes to provide the services in connection with the conceptualizing, developing and creating the Materials in respect of the KRISUMI PHASE-5 ("**Film**") including, creating the storyboard, 3D and 2D modeling, visuals and visual effects and finalization of such content (including audio-visual content) based on the creative and technical brief provided by the Client in relation to the Film including all such services in respect of VFX for the Film as more particularly set out in Schedule 1 hereto ("**Services**") and as per the technical specifications required by the Client, in relation to the Film, from time to time.

The Service Provider hereby agrees to provide Services in a manner which is suitable for and based on instructions issued by the Client from time to time. The Service Provider shall ensure that the Services are provided in accordance with the applicable laws and regulations and shall be executed with reasonable duty of care.

3. **Delivery Schedule:** The Service Provider shall render the Services under the direction and control of the Client and deliver the materials including master deliverables as per the delivery schedule set out hereunder in Schedule 2 ("**Delivery Schedule**"), which may be revised from time to time at the discretion of the Client.
4. **Fees:** Subject to the Service Provider's timely and satisfactory performance of the Services, the Service Provider not being in uncured material breach of this Agreement, the Client shall pay the Service Provider an all-inclusive fee of INR 1,50,00,000/- (Rupees One Crore Fifty Lakhs Only) ("**Fees**") plus applicable GST in a manner stipulated under Schedule 3 hereto. The Fees is inclusive of all fees, costs and expenses incurred by the Service Provider and/or its Team in the rendition of Services subject to compliance with the concerned delivery schedule. The Service Provider agrees and confirms that the Service Provider shall raise an invoice for payment of the

fee, within [●] days the payment due date. The Service Provider acknowledges and confirms that the fee agreed shall not be revised/increased for any reasons without mutual agreement of the Parties in writing.

5. **VFX Supervisor and Team:** The Service Provider shall appoint and engage members as a part of its team including at least 1 (one) VFX Supervisor (*defined below*), video assistants, 3D engineers, 3D technicians, stereographer, any other technicians or assistants, either on its permanent rolls or hire such person in relation to the Film or otherwise ("Team") without any recourse to the Client. The Service Provider hereby undertakes that, all the members of the Team shall be engaged by the Service Provider on a "work for hire"/"commissioned work" and shall be fully assignable to the Client without any reservations. For the purposes of this Agreement "VFX Supervisor" shall mean and refer to a VFX service provider with the requisite skills, know-how and expertise to render Services hereunder, as pre-approved by the Client in writing (emails permitted).
6. **Representations, Warranties and Undertakings:** The Service Provider hereby represents and warrants as follows:
- a. The Service Provider is authorised to enter into this Agreement and is not under any disability whether legal, contractual or otherwise, which may prevent the Service Provider from entering into this Agreement and/or performing any Services hereunder; The Service Provider and its Team possess all necessary qualifications and skills as may be required to render the Services;
 - b. The Materials are original, are and shall be in compliance with applicable laws, shall not be obscene, blasphemous, defamatory of any person deceased or alive, and/or shall not infringe the rights of third parties including but not limited to rights in any form of intellectual property;
 - c. The Service Provider shall not at any time place any lien, charge, or other encumbrance on the Materials or parts thereof;
 - d. The Service Provider shall not at any time use the media names, logos or trademarks of Client or those of any of either of its affiliated or associated companies in connection with any kind of advertising, promoting, publicity, merchandise, tie-in, product or service. The Service Provider shall not utilise the Services, the Film or any promotional activity thereof to endorse, promote or publicise any third party goods, services, products, brands or receive any monetary compensation from any third party whatsoever in relation to the foregoing, save as required by the Client as part of the Services. The Service Provider shall not incorporate or utilise any third party material or any visually identifiable references to any merchandise, goods or services;
 - e. The Service Provider agrees to ensure that the Services are rendered on a first call, first priority basis during the Term;
 - f. The assignment of the Materials, if any, herein is not contrary to the provisions of section 19(8) of the Copyright Act, 1957.
 - g. The Service Provider shall not at any time and in any manner whatsoever disseminate, reproduce, copy and/or exploit including for its/their personal profit or gain or for any reason, any of the characters, story, script, screenplay, musical score, lyrics, dialogues, footage/s or special effects (and/or any adaptations thereof), relating to the Film or any part thereof, including the Materials and the Client Deliverables (defined below), that are created for the Film irrespective of the fact that the Service Provider had rendered creative Services (if any) in creation of the said Film. The Service Provider shall ensure the safety and security of the Materials and Client Deliverables. The Service Provider shall restrict unauthorised access to the Materials and/or Deliverables and that only the authorised members of the Team shall have access to Client Deliverables and/or Materials.
 - h. Service Provider shall ensure that sufficient and effective technological safeguards are in place to ensure that no part or whole of the Materials and/or the Client Deliverables are pirated or lost or destroyed or in any manner damaged during the rendition of the Services and the Service Provider shall keep sufficient back-up copies at regular intervals to ensure that any of the aforesaid does not ensue and the Materials are delivered by the Service Provider as per Schedule 1. The Service Provider shall ensure to undertake and make all efforts to prevent piracy of the Materials and Client Deliverables.
 - i. The Service Provider agrees and acknowledges that the Client has a prevention of sexual harassment policy that applies to the Service Provider and the Team and the Service Provider accepts and undertakes to comply


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MUMBAI


FUTUREWORKS STUDIOS PRIVATE LIMITED
MUMBAI

with and ensure the Team's compliance such policy. The Service Provider shall fully and strictly comply with the policies of the Client with respect and the terms of the Prevention of Sexual Harassment Act, 2013, by viewing the details of this Act on <http://wcd.nic.in/act/handbook-sexual-harassment-women-workplace>.

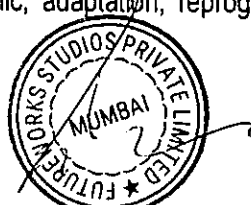
7. **Ownership and Rights:**

a. The Materials, in whatever stage of completion, shall at all times be considered to be "works for hire" and specially ordered or commissioned by the Client or the entity commissioning the Client and shall be owned by the Client or the entity commissioning the Client throughout the world and in perpetuity. To the extent that the Client is not deemed to be the owner of the Materials or parts thereof, the Service Provider hereby assigns, grants, conveys all rights, title, and interest, including rights in any form of intellectual property, performer's rights, copyright and rights in any form of Exploitation in and to the Materials to the Client, for the territory of the world and in perpetuity. The provisions of section 19(4) read with Section 30 (A) of the Copyright Act, 1957, including any amendments thereto, shall not apply. Any materials provided by the Client including the Client Deliverables, shall not be construed to form a part of the Materials for the purposes of the assignment/license herein. In the event under operation of any law, the assignment herein is deemed not to apply to any future (and/or changed or new) means, methods (including technologies uses, media, versions, forms, formats, modes of transmission and methods of distribution, dissemination, exhibition or performance), mode or medium of the Materials or such mode or medium which is not in commercial use/ existence on the execution of this Agreement ("Future Modes"), the Service Provider hereby grants an irrevocable and exclusive license in perpetuity to Client, its transferees, assignees, and sub-licensees for the territory of the entire universe to exploit the Materials in any Future Modes, in consideration of the first tranche of the Fees, the sufficiency of which is acknowledged by the Service Provider.

b. For the purposes of this Agreement:

i. "Materials" shall mean and include all works of authorship (if any), intellectual property, audio-visual materials, sound recordings, cinematograph film or any other creations originated, prepared, suggested or devised by the Service Provider and any results and proceeds of the Services rendered by the Service Provider, including the scope of work and deliverables as detailed in Schedule 1 and 2 hereunder and/or as otherwise required by the Client pursuant to this Agreement.

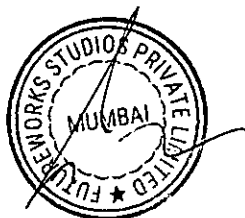
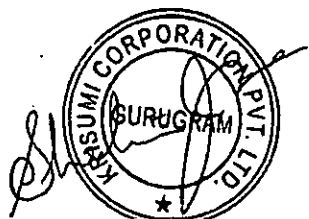
ii. "Exploitation/Exploit" shall mean the exploitation of the Materials along with its cognate forms and grammatical variations, and means and includes the exploitation, use, alteration, broadcast, rebroadcast, communication, encryption, transmission, translation, adaptation, publication, cutting, editing, and packaging of the Materials, either in whole or in part, in any form/format or language, as well as (i) the conversion of the Materials from one form/format to another; (ii) the right to use the Materials in subsequent productions of the Film such as spin offs, prequels, sequels, remakes, etc.; (iii) exploitation of the Materials through physical; mechanical; magnetic; analog; optical; electric; electronic; wireless; intranet or local wireless; wireless telephony within the meaning of the Indian Telegraph Act; wireless broadcasting; terrestrial; satellite; cable; wired broadcast; landline telephony; mobile telephony and data services of any kind not limited to 2G, 3G, 4G, 5G, BWA, LTE; internet telephony; cyber; internet; streaming; webcasting; simulcasting; downloading; uploading; P to P; radio; television; biotechnological; nano-technological; nuclear; molecular. The Parties acknowledge that the terms "mode" and "medium" are not limited to any particular format or device, and that this assignment extends to and includes the right to exploit the Materials using all existing and future devices and formats employing the said modes and mediums and any other modes and mediums in use at the time of execution of this Agreement or that may come into existence at any time in the future, and, (iv) the manufacture and distribution of merchandise, sound recordings of scripts or other works in relation to the Materials, making of a Cinematograph Film, Visual Recording and/or Sound Recording, Communication to the Public, Broadcast Performance in Public, adaptation, reprography, reproduction, distribution, sale,



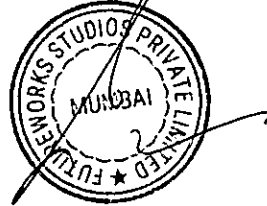
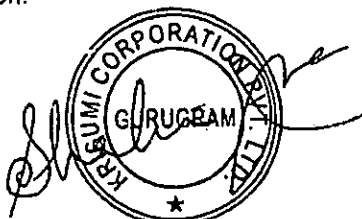
commercial rental, assignment, licensing, merchandising rights, remakes, sequels, prequels, versions, translations, dubbing and/or subtitling in any and all languages/dialects in the world, converting the Materials in to a film for theatrical exploitation in 35 mm and all other sizes/ formats of cinematograph exhibition in theatres, including but not limited to the broadcasting thereof by any form whatsoever including radio, internet and any and all forms of television including but not limited to terrestrial, satellite (including MMDS, SMATV, DTH, SSL, XDSL, DBS); direct to home, cable, IPTV, Free TV, any form of video on demand, whether residential or non-residential (including but not limited to Pay-per-Vlew, NVOD, SVOD, PVOD, FVOD, NMOD), utilisation of non-theatrical, commercial rights, non-fungible token (NFT) rights and rights made available for being seen or heard or delivered or exploited through wire or wireless including but not limited to internet, IPTV, websites including but not limited to social networking websites, blogs, internet or mobile streaming or download services (whether free, pay or subscription based) through internet/broadband/IPTV/Mobile TV, digital TV, interactive multimedia, clip rights, computing and networking devices, mobile /telecommunication system based platforms, mobile TV, digital TV, theatrical or non-theatrical, Home video rental & sell through (including DVD, Compact Disc, Laser Disc, Video Compact Disc, Video Cassette, Videogram Rights, Embodying Rights, VHS and such other rights), commercial video rights, Computer games rights, Internet multimedia rights, Airborne, Railways, ship, surface transport rights and hotel and commercial establishment rights, all music/audio rights in connection with and/or in relation to the audio visual material and/or musical work of the Materials containing all songs, to be produced or reproduced in the format of music cassettes, CDs, Blue rays, VCDs and DVDs and/or any similar devices and Personal Video Players (PVPs), Personal Video Recorder, Digital Video Recorder, Digital TV, Optical Disc Burner or recorders or equivalent memory stick cartridges, Semi-Conductor chips in both standard and hi definition formats, Versatile Digital Discs, Optical Disc, Laser Disc, Video compact disc, Compact Disc, Disc players, Blue Ray, Personal computers, Set-top based games that are played in conjunction with a DVD, HD-DVD, HD, or any other mode of Video together with audio/songs (Audio/Video) and the visuals accompanying them in the Materials (alone or in conjunction with audio/songs and visuals accompanying the audio and songs of other film(s)), Interactive television, Interactive Media, Telephone, Electric wires, Wireless, Chip, Satellite, DTH, DSL, ADSL, VDSL, SSL, DBS, Free download, Pay downloads in part or full, Animation, games, Reel, VHS, Video Cyberspace, Video Internet, Mobile, Computer hard drives, RAM devices (e.g. "Flash" or "Memory Stick" cards), Personal digital assistants ("PDAs"), Personal entertainment devices ("PEDs"), Wireless devices, Pay per View, Pay Telephone, Pay Video on Demand, all interactive games, mobile rights, call back tones, ring back tones, music soundtrack and publishing rights, character rights, theme park rights, stage play rights, all rights in relation to exploitation and distribution of the music rights including digital rights and publishing rights and exploitation of the Materials through any other means whether now known or existing or in commercial use or hereinafter invented or developed in the future in and to the Materials and all elements thereof. The capitalized terms 'Broadcast', 'Communication to the Public', 'Cinematograph Film', 'Performance /Perform in Public', 'Sound Recording', 'Visual Recording' shall have the same meanings as defined in the Indian Copyright Act, 1957 as amended from time to time and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world.

iii. "Client Deliverables" shall mean the stills/ footages/ videos/ images/ bytes/ clips of the Film, as required provided by the Client to the Service Provider to use only for the rendition of the Services and delivery of the Materials.

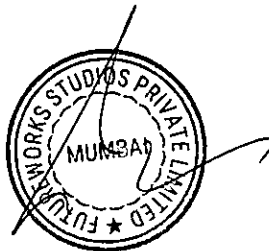
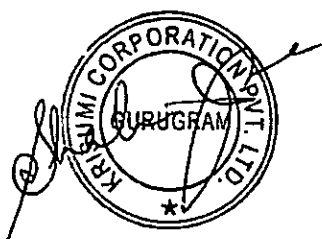
c. The Service Provider shall ensure that the Service Provider and Team, irrevocably and unconditionally waives the benefit of any provision of law known as "moral rights" as may vest in their favour and any similar law in any country of the world in respect of the exercise of Client's rights hereunder and shall not institute any action on the ground that any changes, adaptations, deletions, additions, or other use of such Materials violate such rights.



- d. The Service Provider agrees to execute, sign such further deeds and/or documents and do such other acts and deeds consistent herewith as may be required by the Client or its successors, licensees, or assignees to evidence or effectuate Client's or its assignees rights hereunder.
- e. The Service Provider further agrees, allows, grants and permits the Client, its assignees, authorised representatives to record the Service Provider's Services in relation to the Film, promotion of the Film including for 'behind the scenes' and/or for such other services as stated herein on any related Film of sounds and images as specified herein on film, tape, or digital or other electronic media and also grants and permits the right to broadcast and/or utilize any such recording of the Services, or otherwise transmit, broadcast the same through any media whatsoever, with or without sound, including without limitation, spoken words, dialogue, lyrics and music synchronously recorded and to communicate any material in which any rights subsist in whole or in part by any means now known or later devised perpetually and worldwide.
8. **Credit:** Subject to the Service Provider not being in default or breach of this Agreement and subject to the utilization of the Materials, the Client shall accord due credit to the Service Provider in the manner and form decided by the Client and/or its assignees. All matters relating to credits for the Film shall be determined by the Client, in its sole discretion.
9. **Termination:** The Client shall have the right to forthwith terminate this Agreement:
- a. Without assigning any reason to the Service Provider within 15 (fifteen) days of notice in writing issued to the Client;
- b. In the event the Service Provider fails, refuses or neglects to perform any of Service Provider's obligations when and where required or fails to provide written confirmation that Service Provider will perform within 72 (seventy-two) hours after Client requests written confirmation or otherwise
- c. In the event the Service Provider breaches any of the terms of this Agreement and fails to cure such breach within 72 (seventy two) hours of notice in writing from the Client (or such earlier time as Client may notify Service Provider).
- d. Without limiting the foregoing, Client shall have the right to terminate the Agreement for cause immediately upon provision of notification to Service Provider if Client believes Service Provider or any member of the Team has engaged in any of the following conduct: (i) fraud, misappropriation or embezzlement of funds, (ii) disregard of Client's instructions, policies, regulations or procedures, or (iii) gross misconduct, negligence.
10. The Client reserves the right to suspend, cancel or discontinue the Film, at any time during the Term, at the sole discretion of the Client. Nothing in this Agreement imposes an obligation on the Client and/or each of their assignees to incorporate, utilize, broadcast the Materials in the Film or otherwise and/or exploit the Film.
11. **Termination Consequences:** As a consequence of termination of this Agreement, the following consequences shall apply:
- a. Upon the termination, for reasons not attributable to the Service Provider, the Client shall make all payments of the Fees due and payable on a pro-rated basis to the Service Provider for Services rendered by the Service Provider in accordance with the terms of this Agreement. For the sake of clarity, no Fees will be payable for Services which are under dispute between the Parties.
- b. However in the event this Agreement is terminated on account of breach by the Service Provider, then all fees paid to the Service Provider till date of termination shall be considered full and final payment of fees against the Services rendered by the Service Provider.
- c. Service Provider agrees to forthwith return to the Client any portion of the Fee paid by the Client which exceeds the sums due to the Service Provider for the Services rendered in accordance with this Agreement till the date of termination.



- d. The Service Provider shall forthwith and in any event not later than 24 (twenty-four) hours from the date of such termination return and deliver to the Client any and all Materials at whatever stage of completion including Client Deliverables (including electronic copies) and notes and all other records and documents relating to Services (including but not limited to hard disk and other storage media or any other format in which the Service Provider's work was stored for the purpose of rendering its Services under this Agreement) and destroy any copies in relation to the Film which are in the possession of the Service Provider, on the expiration or sooner termination of this Agreement pursuant to the terms expressly agreed herein.
- e. For the avoidance of doubt, termination or expiration of this Agreement shall not affect or interfere with Client's rights in and to the results and proceeds of Service Provider's Services including the Materials, and Client Deliverables, which rights shall continue in full force and effect.
12. **Indemnity:** The Service Provider agrees to indemnify, defend and hold harmless the Client, shareholders, employees, assigns and licensees from and against any claims, losses, liability, damages, cost, judgements, expenses of any person, firm or corporation, including, without limitation, legal fees, ("Losses") incurred by reason of any claim arising out of or in connection with (i) the Services rendered by Service Provider; (ii) the gross negligence, willful misconduct, recklessness or other intentional tortious acts or omissions committed by Service Provider; (iii) any breach or alleged breach of Service Provider's covenants, agreements, representations or warranties under this Agreement; (iv) any Exploitation of the Materials or parts thereof by the Service Provider or its representatives in contravention to the provisions of this Agreement and/ or (v) breach of confidentiality. The Service Provider hereby waives all claims against the Client for any indirect, incidental, punitive, or consequential damages.
13. **Confidentiality:** The Service Provider agrees and acknowledges that pursuant to this Agreement, certain information relating to the Client and/or each of its affiliates, the creative work in relation to the development of the Film, format and story of the Film, will be disclosed by the Client to the Service Provider which is confidential and/or proprietary in nature including but not limited to the Client Deliverables and Materials, data, the contents of this Agreement, information or documents, whether or not explicitly designated as "confidential", disclosed or to be disclosed (including information transmitted in written, electronic, magnetic or other form and also information transmitted orally, visually or by other means) and any and all information which may be developed or created, in whole or in part, directly or indirectly, from such information as well as commercial, financial, technical data, data relating to the business of the Client, including data relating to the Client's employees, non-public information regarding the Film, the Client, service providers, the terms of this Agreement (altogether, "Confidential Information"). The Service Provider acknowledges and agrees that all Confidential Information whether disclosed orally or in writing, is the property of the Client and is valuable, special and unique to the business of the Client. The Service Provider agrees that Confidential Information which has been or will be disclosed by the Client to the Service Provider in confidence will be used only for performance of Services in accordance with this Agreement and the Service Provider shall not disclose the Confidential Information to any third party, without the prior written approval of the Client. The Service Provider agrees that it shall not disclose, make press releases, statements and/or authorise the dissemination/disclosure in relation to any Confidential Information including but not limited to the Film, Services and/or this Agreement, without the prior written consent of the Client. The Service Provider shall handle the Confidential Information with such standard of protection which is not lesser than the standard used by the Service Provider with respect to his/her own confidential information. Upon request by the Client or upon expiry or sooner termination of this Agreement, the Service Provider shall forthwith return all Confidential Information or destroy such material (as instructed by the Client) and confirm in writing to the Client that all such material has been returned or destroyed in compliance with this Agreement. The Confidentiality obligations of the Service Provider under this Agreement shall survive the termination of this Agreement.



14. **Miscellaneous:**

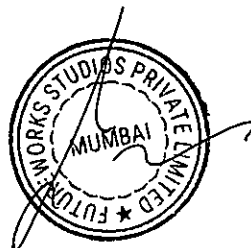
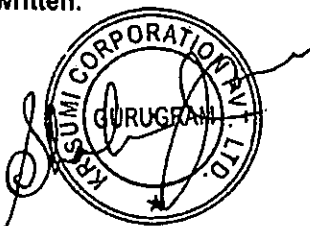
14.1 **Governing Law and Jurisdiction:** This Agreement is governed by the laws of India.

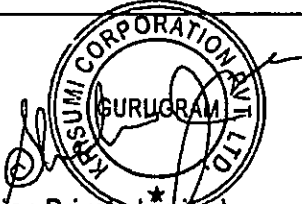

14.2 **Dispute Resolution:** In case of any dispute or difference arising out of or in connection with this Agreement, the Parties shall endeavour to settle the same amicably. In the event the Dispute cannot be settled amicably, the matter shall be referred to arbitration before a Sole Arbitrator appointed by the Parties mutually. The decision of the Arbitrator shall be final and binding on the Parties and the arbitration proceedings shall be governed by the provisions of the Arbitration and Conciliation Act 1996, as amended. The arbitration proceedings shall be held in Gurgaon and the seat of arbitration shall be Haryana, India.

14.3 **Force Majeure:** In the event Client's development or production of the Film is interrupted or materially interfered with for any reason of earthquake or other natural event, war, government or industrial action, labour dispute, strike, lock out, act of terrorism, floods or Acts of God, death or disability of key talent, any regulation or order of any competent statutory or judicial authority or of any government or any other "disaster" as notified by the Disaster Management Act 2005 which renders the performance of the Agreement impossible or any other event beyond Client's control for a continuous period of 15 days ("**Force Majeure Event**"), Client shall be entitled to suspend the Term or Service Provider's provision of Services during the Force Majeure Event. In the event the Force Majeure Event continues for a period of 60 (sixty) days, then the Client may terminate this Agreement by giving a notice in writing to the Service Provider. Any obligations or guarantees to pay Service Provider may be reduced by the number of days affected by such Force Majeure Event.

14.4 (i) This Agreement is entered into between the Parties on a principal-to-principal basis. No member of the Team shall be construed to be a partner or agent of the Client; (ii) In the event that any term, condition, or provision of this Agreement is held to be a violation of any applicable law, statute, or regulation the same shall be deemed to be deleted from this Agreement and shall be of no force and effect and all the terms of this Agreement shall remain in full force and effect as if such term, condition, or provision had not originally been contained in this Agreement; (iii) The Service Provider acknowledges that its Services hereunder are of a special, unique and unusual character and therefore Service Provider shall not assign this Agreement or any part thereof or assign, transfer, license, delegate or grant all or any part of its rights or obligations hereunder to any other person or entity. Client reserves the right to assign, transfer its rights and/or obligations to any third party, without the Service Provider's consent; (iv) All notices given pursuant to this Agreement shall be in writing and shall be delivered to the Parties at their respective addresses, as stated hereinabove, in this Agreement; (v) This Agreement may be signed in any number of counterparts, each of which is an original and all of which, taken together, constitutes one and the same instrument; (vi) Failure by the Client to exercise any of its rights shall not be a waiver by the Client of its rights and the Client may exercise such rights at any time as reserved hereunder; (vii) Notwithstanding any other provision of this Agreement, the Service Provider however acknowledges and agrees that its sole remedy for any breach by the Client shall be an action at law for damages and further such damages are fully adequate to compensate it in the case of any such breach by the Client hereunder. The liability of the Client in any such case shall be limited to 1,50,00,000/- only. The Service Provider further agrees that it shall not seek or be entitled to rescission, injunctive or other equitable relief. In any case the Service Provider shall continue to provide Services agreed hereunder during the pendency of such dispute. (viii) To the fullest extent permitted by applicable law, Service Provider hereby waives all claims against the Client for any indirect, incidental, punitive, or consequential damages; and (ix) The stamp duty in respect of this Agreement shall be borne solely by the Service Provider.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.



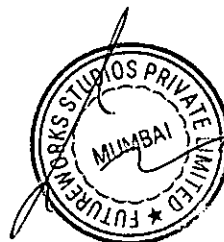
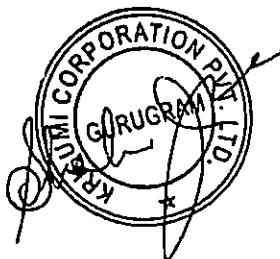
Signed for and on behalf of Client	Signed for and on behalf of Service Provider
 By: Krisumi Corporation Private Limited Name: Ms. Shalini Jha Title: Vice President – Marketing	 By: FutureWorks Studios Private Limited Name: Mr. Gaurav Gupta Title: Authorized Signatory

SCHEDULE 1

Scope of Work

The Services to be rendered by the Service Provider shall, inter alia, include:

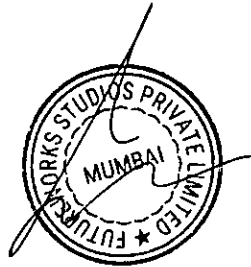
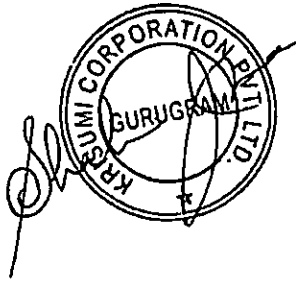
S#		Scope of Work for the Film	Dur. Min	Bid Estimate	
1	Stage 01	1. All source material from Client to be received.	3.5	12,00,000	
		2. All material will be checked against renders, for shader and texture checks.			
		3. Assuming all the assets are received in final stages, we will proceed to stage 2			
2	Stage 02	1. All source material will be prepped for Cinematic lighting.			25,00,000
		2. Any small issues, like missing map links and texture links can be sorted out at this stage. This will be limited to a maximum of 30 mandays.			
		3. Cinematic lineup will be presented to client and final edit (not final renders) will be locked at this stage.			
		4. It is necessary to approve this stage. If overflows, the upcoming stages will be pushed accordingly.			
3	Stage 03	1. Edit lineup will be prepped for final textures.			50,00,000
		2. All camera renders will be done at highest quality sampling.			
		3. Edit is locked at this stage, hence the cut length will be rendered and submitted to Grading.			
		4. Any changes after the last date of this stage will push the next stage. Rendering has no shortcuts and it is crucial to follow the cutoff.			
4	Stage 04	1. Grading and any overlaying MGFX			10,00,000
		2. Versions will be iterated with Clients for final look and feel.			
		3. Final will be scheduled and sent to Client for final Approval			
		Additional layers to be charged as per requirement :			
a		Generic crowd			12,00,000
b		Specific animations in crowd			10,00,000
c		Additional work on texturing			10,00,000
d		Additional work on lighting			6,00,000
5		Final film grading, Mastering other deliverables			2,00,000
6		Pre Production, Previs, Story board, Mood board		5,00,000	
7		BGM, Sound Design & Mixing		10,00,000	
8		Direction, Execution & Production Fees		10,00,000	
			3.5	1,62,00,000	
			Discount	12,00,000	
			Bid Amount	1,50,00,000	
				Plus GST	



SCHEDULE 2

Delivery Schedule

1. The Service Provider shall deliver all Materials within a period of 14 weeks from the date of receipt of all inputs, design inputs, architectural drawings, architectural renders, and other assets from the Client.



SCHEDULE 3

Payment Schedule and Terms

1. The Fees shall be payable by the Client as per below milestone tranches:

Sr No	Milestone Description	%	Amount (INR)
1	Contract Signing: Upon signing the contract	10%	15,00,000
2	Completion of Pre-Production: Delivery and approval of the initial concept, storyboard, & Previs	15%	22,50,000
3	Start of Production: Upon commencement of principal photography & Edit first cut lineup	20%	30,00,000
4	Mid-Production Review: Upon completion of the final edit	15%	22,50,000
5	Start of Post-Production: Upon commencement of VFX and other post-production work	20%	30,00,000
6	Final Delivery and Approval: Upon delivery and final approval of the AV film	20%	30,00,000

2. The Fees shall be subject to tax deduction at source under the provisions of the Income Tax Act, 1961 or any other applicable legislation. All applicable taxes except GST shall be to the account of the Service Provider and Client shall not be liable to pay any amounts over and above the amount of Fees as mentioned herein, which the Service Provider confirms to be adequate consideration.
3. The Service Provider hereby acknowledges and agrees that any applicable GST that is payable by the Client, in respect of each tranche of the Fees, shall be paid by the Client within 7 (seven) working days from the said GST credit on each tranche of the Fees reflecting on the Client's GST portal, and provided that the relevant GST credit amount has been paid by the Service Provider to the appropriate governmental authorities.

