

INDIA FILM PROJECT SEASON X

CREATOR'S AGREEMENT – 50 HOUR FILMMAKING CHALLENGE

This is an agreement between _____ (“Team Leader”), representing the film team known as _____ (“Team”) with _____ (Creator ID), and the India Film Project, (“IFP”), with respect to Team Leader’s and Team’s involvement in the India Film Project 2020 creation of a short film or video (the “Film”) pursuant to the terms below. Team Leader hereby agrees on behalf of him/herself and Team to take part in the India Film Project 2020 (“Project”), being produced by the IFP and scheduled to take place from September 25 to October, 25 2020.

(1) Team Leader has read, and agrees on behalf of him/herself and Team to abide by, the “Filmmaking Rules” and the “Challenge Rules” (collectively “Official Rules”) of the project, the terms of which are available at www.indiafilmproject.co/rules, and by reference made a part hereof. It is understood that IFP reserves the right to disqualify from screening or exhibition and remove from consideration for awards and prizes any films/videos which do not adhere to the Official Rules.

(2) Team Leader hereby understands that he/she is responsible for all crew, cast, equipment, sets, locations, and other items necessary for participating in the Project, and all costs, expenses, damages and claims related thereto. IFP is providing the event and guidelines in which the Team Leader is taking part; a screening opportunity for all qualifying films/videos; and a prize for the Project winner.

(3) Team Leader hereby affirms that he/she will secure all rights (including without limitation copyrights) in and to all material included in the Film, including without limitation any and all images, photographs, performances, appearance(s) by any person(s), sounds, soundtrack and music (including without limitation compositions, recordings and performances). In no manner limiting the foregoing, Team Leader will obtain a signed Talent Release from all persons appearing in the Film, a signed Liability Waiver from all cast and crew, a signed Music Release from all persons or entities providing music, and a signed Location Release for all locations used in the Film. Team Leader represents and warrants that he/she (a) is free to enter into this Agreement, (b) that, except with regard to IFP’s rights as set forth herein, Team Leader is the sole copyright holder in and to the Film; and (c) the Film does not to the best of Team Leader’s knowledge (including what Team Leader should know or have known in the exercise of reasonable prudence) violate the copyright of any person or entity, or defame or infringe upon any rights of any kind of, including the right of privacy, off any person or entity.

(4) Team Leader hereby agrees to indemnify, defend, and hold harmless IFP, its owners, officers, directors, shareholders, employees, sponsors, licensees, partners and assigns (collectively “Indemnified Parties”) from any and all claims, costs, damages, expenses and liabilities including without limitation attorneys’ fees (collectively “Claims”) arising from the creation, production, use, exhibition, promotion, marketing, merchandising, or other exploitation of the Film by the Indemnified Parties and/or any of them, Team Leader, Team and/or any member thereof (including without limitation Claims for negligence and other torts, unauthorized use of likeness, invasion of right of privacy, publicity or personality, defamation, fraud, infringement of copyright and/or trademark, and breach of contract), and for any breach by Team Leader of any representation, warranty or obligation of Team Leader hereunder.

(5) Team Leader and IFP will jointly own, as coauthors, the copyright in and to the Film, and hereby agree to the following division of rights:

From the date Team Leader submits his/her film to the IFP and continuing.

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(a) Team Leader shall have the following nonexclusive, non-assignable rights:

(i) to enter the Film in film festivals & competitions;

(ii) to screen the Film at local film events; (iii) to stream the Film or any portion thereof on Team Leader's personal website or for free on any third party website for Internet viewing, provided that the Film or portion thereof as so streamed contains an initial full screen title card stating "This Film was created for the India Film Project." (or other language as may be designated by IFP); (iv) to distribute the film via DVD; (v) to use the Film on a professional reel to promote Team Leader, Team or any Team member; and (vi) any other use agreed to in writing by IFP.

(b) IFP shall have the following rights, which, except for the limited rights of Team Leader as set forth above, shall be exclusive to IFP: to copy, screen, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the Film and/or any portion thereof throughout the universe in perpetuity, via any medium and in any manner whether now known or hereafter invented, including but not limited to theatrical, television (including without limitation all forms of broadcast, cable, Video On Demand (VOD) and digital television), DVD/home video/videogram, Internet distribution and any means of digital download, and to sell, license and/or assign any or all of the foregoing rights to any third party. In no manner limiting the foregoing, IFP shall have the right to use the Film and any portion thereof to advertise, promote and publicize the India Film Project and/or any sponsor thereof in any manner and via any medium at IFP's sole discretion.

(6) The parties agree that the following terms shall apply should IFP license, sell, or otherwise assign ("license") any rights in the Film to a third party licensee.

- A. Individual License: Team Leader shall receive 80% of IFP's net proceeds of such license fee and/or royalties/reuse fees from the film. The amount will only be released once Team Leader's total balance of such proceeds is Rs. 5,000 and in multiples.
- B. Sponsor License: Notwithstanding the foregoing, in the event the licensee of the Film or Collection is a sponsor of IFP or the Project ("Sponsor") as determined by IFP, Team Leader will retain no proceeds, if any, from any such license.

(7) Should the Team Leader receive a distribution Offer and not initiated by IFP, Team Leader may enter into the deal provided the following requirements are met: IFP gives authorization in writing with 20% of net earning going to IFP. No such offer will be entertained if IFP sells/licenses the rights prior to the team leader.

(8) Team Leader hereby acknowledges that participation in the India Film Project 2020 is without remuneration or monetary compensation whatsoever. The consideration for participating in the project is the screening of Participant's completed film/video at the conclusion of the Project; and the possibility, although not the obligation by IFP, for future screenings and distribution; and the opportunity for publicity or exposure for being a participant.

(9) Team Leader acknowledges that, in the event of any breach by IFP or any third party, the damage, if any, caused to Team Leader thereby will not be irreparable or otherwise sufficient to entitle Team Leader to seek injunctive or other equitable relief. Team Leader's rights and remedies in such event will be strictly limited to the right, if any, to recover compensatory (but not punitive or consequential) damages in an action at law, and Team Leader will have neither the right to rescind or terminate this agreement or any of IFP's rights hereunder, nor the right to enjoin the exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto.

(10) Team Leader may not assign this Agreement or any of its obligations hereunder without IFP's prior written consent. IFP may freely assign any and all rights and obligations under this Agreement in whole or in part to any other

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party. Team Leader acknowledges and agrees that Team Leader is not an employee or agent of IFP for any purpose, including all tax obligations, but that the parties are contractors independent of one another.

(11) Team Leader hereby acknowledges that a "Making of the India Film Project" (the "Documentary") may be shot during the Film challenge, and hereby agrees to allow camera crews to tape his/her team during any production stage of the project; and further agrees to immediately provide to the IFP a signed release for each of his/her participating cast and crew members, using the attached "Release" (Exhibit A). IFP has no obligation whatsoever to produce or exhibit the Documentary, however.

(12) IFP will not be liable for any special, indirect or consequential damages, without limitation, damages arising under any Claim or cause of action, including contract, warranty, strict liability or tort, whether or not IFP has been advised of the possibility of such damages. Furthermore, it is understood that IFP's total liability for any Claims and/or causes of action shall not exceed, and is limited to, the total amount paid to IFP in entry fees by Team Leader under this agreement. These limitations shall apply notwithstanding the failure of the essential purpose of any limited remedy.

(13) This agreement shall be governed by the Jurisdiction of Ahmedabad Court only.

CAST AND CREW – WAIVER AND RELEASE

1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, I and all of my team members and actors mentioned further, agree to participate in and in connection with a motion picture ("Film") being produced by me ("Filmmaker") as part of the India Film Project on September 25 to October 25, 2020 (the "Project"), as well as in connection with any "behind the scenes" recordings taped, filmed, recorded and/or otherwise produced by the India Film Project, ("IFP") with regard to the "making of" the Project ("Documentary Footage"). For the purposes hereof, the Film and the Documentary Footage including without limitation any portion thereof shall be collectively and separately referred to herein as the "Footage".

2. I and all my team members and actors mentioned further, hereby grant to Filmmaker and IFP and their respective parents, affiliates, subsidiaries, licensees and assigns: (a) the right (but not the obligation) to film, photograph and otherwise visually and audio visually record me and to record my voice, conversations, sounds and performances, and any pre-existing materials furnished by me ("Pre-existing Materials") in and in connection with the Footage; (b) all rights of every kind and character whatsoever (including without limitation copyrights) in and to the results and proceeds of my appearance in the Footage including, without limitation, all film, photographs and video and audio recordings produced by IFP and/or Filmmaker in connection therewith (collectively "Recordings"), any and all performances, stories, statements or actions made by me, whether written, spoken, sung, or otherwise uttered or expressed by me, or information given by me, captured on any such Recordings (collectively the "Results and Proceeds").

3. I and IFP shall be the exclusive owner(s) of the Footage and the Results and Proceeds giving them the right to, without limitation, in perpetuity throughout the universe, in any and all languages, in any and all media known or hereafter invented: (a) exhibit, broadcast, use, reproduce and license others to use as they see fit all or any part of the Footage and/or the Results and Proceeds; (b) edit, dub, subtract from, add to or modify the Results and Proceeds

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in any manner, combine it with any other material and/or incorporate it into other films, projects or programs; and (c) use and license others to use my name, voice, likeness, image, photograph, performance, participation, expressions, personal experiences and biographical material (collectively "Name and Likeness"), in and in connection with the production, distribution, advertising, publicity, promotion, exhibition and other exploitation of the Footage, the Results and Proceeds and/or any portion thereof, and in connection with IFP or IFP's products and services, an unlimited number of times, without any obligation of any kind to me whatsoever.

4. I and all my team members and actors mentioned further, hereby expressly waive any and all so-called "moral rights" or "droits morale" in connection with the Footage, Results and Proceeds, my appearance(s) and my furnishing of any Pre-existing Materials in and in connection with the Footage. My signature here on subsequent to the production of the Footage and/or the Results and Proceeds shall have the same effect as if I had signed in advance thereof.

5. I and all my team members and actors mentioned further, represent that my appearance in the Footage (and my furnishing of Pre-existing Materials, if any) will not to the best of my knowledge (i.e., what I know or should know after the exercise of reasonable prudence) infringe upon the rights of any third party. I represent and warrant that I have all rights and authority to enter into this Waiver and Release ("Release") and to grant the rights granted herein. No other authorization is necessary to enable Filmmaker and/or IFP use my Name and Likeness, the Results and Proceeds and/or the Pre-existing Materials (if any), for the purposes herein contemplated. I hereby waive any right of inspection or approval of the Results and Proceeds, the Footage, my Name and Likeness and/or the uses to which such Results and Proceeds, the Footage and/or my Name and Likeness may be put.

6. As used in this Release: (a) the term "Releasing Parties" means and refers to each of me, my heirs, next of kin, spouse, spousal equivalent, guardians, legal representatives, executors, administrators, successors and assigns; and (b) the term "Released Parties" means and refers to Filmmaker and IFP and each and all of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors and assigns, and the directors, officers, employees, agents, contractors, partners, shareholders, representatives and members of each of the foregoing entities.

7. I and all my team members and actors mentioned further, voluntarily assume any and all risks, known or unknown, associated with our participation in the Project and actions and undertakings in connection with the Project and the Footage (collectively "our Participation"). I acknowledge that our Participation may present certain risks to us, and we hereby assume any and all risks associated therewith, including, without limitation, the risk of physical or mental or emotional injury, minor and/or severe bodily harm, and/or illness, which arise by any means, including, without limitation: acts, omissions, recommendations or advice given by IFP or their agents, employees, or other persons or entities affiliated with the Project; participation in inherently dangerous activities, latent or apparent defects or conditions in any equipment used in the Project; weather or other natural conditions; human error; my physical and mental condition; our own acts or omissions; first-aid, emergency treatment or other services rendered to us or others. Notwithstanding the foregoing, I hereby agree to voluntarily accept and assume any and all such risks as well as any risks not mentioned herein that are in any way associated with our Participation and the subsequent or simultaneous exhibition or other exploitation or dissemination of the Footage, the Results and Proceeds and/or any portion thereof in perpetuity throughout the universe in any and all media, whether now known of hereafter invented ("Exhibition").

8. I and all my team members and actors mentioned further, and the other Releasing Parties hereby voluntarily and knowingly, release, discharge and relinquish any and all claims, actions and lawsuits of any kind against the Released

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Parties related to or arising from my Participation, including, without limitation, travel to and from any location used in connection with the Project, the making, taping, production, use, editing, distribution, licensing, promoting, and/or Exhibition of the Footage, the Results and Proceeds and/or any portion thereof, including, without limitation, any claims, actions or lawsuits for wrongful death, negligence and/or other fault, either active or passive, personal injury, wrongful death, defamation, false light, violation of right of publicity, invasion of privacy, disclosure of embarrassing private facts, fraud, breach of contract, infringement of copyright, and negligent or intentional infliction of emotional distress.

9. I and all my team members and actors mentioned further, acknowledge that I may hereafter discover claims in addition to the ones released in this document, and I and the other Releasing Parties hereby release the Released Parties from any such unknown and/or unsuspected claims. I and the other Releasing Parties acknowledge and agree that this waiver is an essential and material term of this Release, and without such waiver neither Filmmaker nor IFP would have accepted my participation in the Project. I and the other Releasing Parties hereby represent that we have been advised by legal counsel or have been given ample opportunity to be so advised and understand and acknowledge the significance and consequence of this Release and of this specific waiver.

10. The validity, interpretation and legal effect of this Release and any other agreements into which I may enter or documents I may execute in connection with the Project shall be governed by the laws of the Ahmedabad Court applicable to agreements executed and fully performed under the jurisdiction of Ahmedabad Court. Should any provision hereof be found invalid, in whole or in part, it shall not affect the validity or enforceability of any other provision hereof or of that provision insofar as it is not invalid or unenforceable. Any waiver of any term of this Release in a particular instance shall not be a waiver of such term for the future.

11. This Release shall bind and inure to the benefit of the parties hereto and their respective successors, assigns, heirs, legal representatives, administrators, executors, and guardians. I represent that I am at least 18 years of age, and that if I under 18 my parent or legal guardian has signed below.

12. I acknowledge that IFP and Filmmaker will rely on the waivers, releases and permissions granted herein potentially, at substantial cost to IFP and/or Filmmaker and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

LOCATION AND MATERIAL RELEASE

Owner of all the locations or material used in the Music hereby grant to me and the India Film Project ("IFP") and their respective parents, subsidiaries and affiliates, licensees, successors and assigns (collectively "the Released Parties"), for good and valuable consideration, receipt of which is hereby acknowledged, permission to access, enter upon and use the Property identified above and the contents thereof and the appurtenances thereto (the "Property") for the purpose of photographing and recording certain scenes in connection in and in connection with a motion picture ("Film") being produced by me as part of the India Film Project from September 25 to October 25, 2020 (the "Project"), as well as in connection with any "behind the scenes" recordings taped, filmed, recorded and/or otherwise produced by IFP with regard to the "making of" the Project ("Documentary Footage"), during production thereof. All physical embodiments of filming, recording and photography on the Property shall hereinafter be known as the "Materials".

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IFP and/or Producer may place all necessary facilities and equipment on the Property and agree to remove same after completion of work and leave the property in as good of condition as when received. IFP and/or Producer will use reasonable care to prevent damage to said Property.

Owner irrevocably grants to Producer and IFP all rights of every kind in and to the Materials including without limitation the right to exploit the Materials throughout the world, in any and all languages, an unlimited number of times, in perpetuity in any and all media, now known or hereafter invented, in and in connection with the Film and/or the Documentary Footage, IFP or otherwise and for advertising and promotional purposes in connection therewith and all rights, including copyright in the Materials shall be and remain vested in Producer and/or IFP. In no manner limiting the foregoing, Producer and IFP shall have the perpetual right to edit, dub, subtract from, add to or modify the Materials in any manner, combine the Materials with any other material and/or incorporate it into other Film and/or the Documentary Footage(s). Owner's signature hereon subsequent to the production of the Materials shall have the same effect as if Owner had signed in advance thereof. Owner hereby waives any right of inspection or approval of the appearance of the Property in the Materials, and the uses to which such appearance and/or the Materials may be put. Owner acknowledges that Producer and/or IFP will rely on this permission and this Release potentially at substantial cost to them and Owner hereby agrees that neither Owner, nor any tenant, nor other party now or hereafter having an interest in the Property (collectively "Releasing Parties"), shall have any right of action against the Released Parties or any of them or any other party arising out of the production (including without limitation trespass to real or personal property and/or invasion of privacy) or any use of said Materials whether or not such use is, or may be claimed to be, defamatory, untrue or censorable in nature. In no manner limiting the foregoing, none of the Releasing Parties will be entitled to equitable or injunctive relief in conjunction with any claim or action of any kind against the Released Parties or any of them.

The undersigned represents and warrants that the undersigned has all rights and authority to enter into this agreement and to grant the rights granted hereunder. No other authorization is necessary to enable Producer and/or IFP to use the Property for the purposes herein contemplated. Producer and/or IFP are not obligated to actually use the Property or produce the Film and/or the Documentary Footage or include the Materials in the Film and/or the Documentary Footage for which it was shot or otherwise. This is the entire agreement. This release shall bind Owner and Owner's personal representatives and/or executors. This release shall be under the jurisdiction of Ahmedabad.

MUSIC RELEASE

1. I hereby irrevocably grant to India Film Project, ("IFP") (collectively, "Producer") the right to incorporate the Music, and any portions thereof, in whole or in part in the Film in any manner at Producer's sole discretion, and to use and exploit the Music (as incorporated in the Film) in all media, versions and forms, whether now known or hereafter devised, in all languages, throughout the universe, in perpetuity, including, without limitation, television, the Internet, DVD, books, merchandise and all ancillary exploitation, and in any advertising, publicity or promotion for the Film, the Project, IFP and/or any sponsor of IFP and/or the Project. Producer has the right to alter or modify the Music in any manner, at its sole discretion. Producer may in its sole discretion accord me credit in the Film and/or otherwise for such use.

2. I represent that I have the right to grant to Producer the right to use the Music without the necessity of obtaining the consent of any third person or entity, and that the Music does not infringe the copyright or violate any right of publicity, privacy or any other right of any person or entity. Nothing herein requires Producer to use the Music. I agree

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to indemnify and hold harmless Producer and any person claiming under Producer, and the officers, directors, shareholders, employees, agents and representatives thereof, from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees) and expenses arising in connection with any breach or alleged breach by me of any above representations or agreements. I hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder. I acknowledge that, in the event of any breach by Producer or any third party, the damage, if any, caused me thereby will not be irreparable or otherwise sufficient to entitle me to seek injunctive or other equitable relief. I acknowledge that my rights and remedies, if any, in any such event will be strictly limited to the right, if any, to recover compensatory monetary (but not punitive or consequential) damages in an action at law, and I will have neither the right to rescind or terminate this Agreement or any of Producer's or its licensees' or assigns' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the Film or any subsidiary or allied rights with respect thereto, nor will I have the right to terminate my obligations hereunder by reason of such breach.

3. I agree to timely execute and deliver (or to procure the timely execution and delivery to Producer of) any additional documents which Producer may require to evidence its rights. I hereby appoint Producer, or its nominee, as my irrevocable attorney-in-fact, with the right, but not the obligation, to prepare or complete any such documents and to execute the same in my name, or to obtain execution thereof by others.

4. In addition to any of its other rights or remedies, Producer will be entitled to seek injunctive relief in the event of any breach of my representations, warranties and agreements hereunder. Producer and shall have the right to freely assign and license this agreement and all or a portion of its rights and remedies hereunder, without my consent. This Agreement will inure to the benefit of and will be binding upon the parties' respective affiliates, successors, licensees, assigns, heirs and representatives. This Agreement constitutes the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and cannot be amended except by a written instrument signed by the parties hereto.

5. I give Producer the foregoing grant of rights with the full knowledge and understanding that Producer may incur substantial expense in reliance thereon. Producer may at any time elect not to use the Music, in which case neither party will have any obligation to the other hereunder.

I hereby certify that all creative work on our film, including all writing, shooting and editing, occurred during the official competition time period beginning Friday, September 25, 2020 and ending on Sunday, September 27, 2020. (Time zone: Indian Standard Time)

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Name of Team members and Actors

1.	2.
3.	4.
5.	6.
7.	8.
9.	10.
11.	12.
13.	14.
15.	16.
17.	18.
19.	20.

Name of Actors (If not part of team)

1.	2.
3.	4.
5.	6.
7.	8.
9.	10.

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I agree to what-so-ever I have read above and I agree that it is absolutely true to my knowledge. I, as team leader, Producer or Filmmaker take responsibility for all correct information in this agreement as per my knowledge.

Name: _____ Creator ID: _____

Team Name: _____ City: _____

Film Name: _____

Date: _____

Signature of Team Leader: _____

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