

INDIA FILM PROJECT SEASON X

CREATOR'S AGREEMENT – 50 HOUR MUSIC CHALLENGE

This is an agreement between _____ (“Team Leader”), representing the music 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 music or a song 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 18 September – 25 October 2020.

(1.) Team Leader has read and agrees on behalf of him/herself and team to abide by the “50 Hour Music Challenge Rules” of the project. In terms of which are available at <https://indiafilmproject.co/50hour-music/#rules> and by reference made a part hereof. It is understood that IFP reserves the right to disqualify from publishing or exhibition and removes from consideration for awards and prizes of any music/songs which do not adhere to the Official Rules.

(2.) Team Leader hereby understands that he/she is responsible for all crew, team members/colleagues, Instruments, Studio’s and any other devices/items necessary for participating in the Challenge, and all costs, expenses, damages and claims related thereto. IFP is providing the event and guidelines in which the team leader is taking part; an opportunity to publish/record/screen for all qualifying music/songs; and a prize for the Project Winner.

(3.) Team Leader hereby affirms that he/she will secure all rights (including without limitation copyright(s) in and to all material included in the music, including without limitation any and all sounds, tunes, appearance(s) by any person(s) voice, soundtrack (including without limitation composition, recordings, and performances). In no manner limiting the foregoing, Team Leader will obtain a signed Talent release from all persons contributing in the music, A signed liability waiver from all team members, colleagues, teams. 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 a set forth herein, Team Leader is the sole copyright holder in and to the music, and (c) the Music 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 and 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, cost, damages, expenses and liabilities including without limitation attorney’s fees (collectively “Claims”) arising from the creation, production, composition, use, exhibition, promotion, marketing, merchandising, or other exploitation of the music 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 the 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 will own the copyright in and to the music, and hereby agrees to the following assignment of duties to IFP as a music label for the submitted version of the music:

(a.) From the date, Team Leader submits his/her music to the IFP and continues, Team Leader will be able to:

- (i). To utilize music in different competitions and exhibitions.
- (ii). To publish the music through different broadcasting/music partners.
- (iii). To play the music or any portion thereof on the team leader’s website or for free on any third party website for Internet viewing, provided that the Music or the Portion thereof as so streamed contains an initial full recording saying “This Music was composed for India Film Project 50 Hour Music Challenge” (or other languages as may be designated by IFP)

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- (iv) To distribute music via DVD.
- (v) To use the music on a professional reel to promote team leader, band, or any team members.
- (vi) Any other use agreed to in writing by IFP.

(b.) IFP as the label for distributing the music shall have the following duties, which, except for the limited duties of Team Leader as set forth above, shall be exclusive to IFP: to copy, screen, publish, show, exhibit, telecast, broadcast, advertise, market, exploit, and disseminate the music 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, 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. IFP shall also be granted to use Team's name and image including artist(s), bands or production house's name and image for the promotional requirements. In no manner limiting the foregoing, IFP shall have the right to use the music 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 term shall apply should IFP license, sell, or otherwise assign ("License") any rights in the music to a third-party license on behalf of the Team Leader.

(a) Individual License: The Team leader shall receive 80% of IFP's net proceeds as a label of such license fees and/or royalties/reuse fees. 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 music of 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 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 initiates selling/licensing of the rights prior to the team leader.

(8.) Team Leader hereby acknowledges that participation in the India Film Project 2020: 50 Hour Music Challenge is without remuneration or monetary compensation whatsoever. The consideration for participating, 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 of any of IFP's rights hereunder nor the right to enjoin the exhibition or other exploitation of the music 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 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 India Film Project" (the "Documentary") may be shot during the Music challenge, and hereby agrees to allow camera crews to take his/her team during any of the music production stages of the project; and further agrees to immediately provide to the IFP a signed release for each of his/her participating colleague's / team members, using the attached "Release" (Exhibit A). IFP has no obligation whatsoever to produce or exhibit the Documentary, however.

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(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 Jurisdiction of Ahmedabad Court Only.

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TEAM AND CREW – WAIVER AND RELEASE.

1. For good and valuable consideration the receipt and adequacy of which is hereby acknowledged, I and all my team members, colleague's, band members mentioned further, agree to participate in and in connection with music ("Track") being produced by me ("Team Leader") as part of the India Film Project from September 18, 2020 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 purpose 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 instrument players mentioned further, hereby grant IFP and their respective parents, affiliates, subsidiaries, sponsors, licensees and assigns: (a) the right (but not the obligation) to photograph, film, audio or video visually record me and to record my voice, conversations, sounds and performances, and pre-existing materials furnished by me ("Pre-existing Materials") in and in connection with the Track/Recording.(b) all rights of every kind and character whatsoever (including without limitation copyrights) in and to the results and proceeds by IFP and/or Team Leader 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 was given by me, captured on any such Recordings (Collectively the "Results and Proceeds")
3. I shall be the exclusive owner of the Track and the Results and Proceeds giving me the right to, without limitation, in perpetuity throughout the universe, in any and all language, in any and all media known or hereafter invested: (a) exhibit, broadcast, use, reproduce and license others to use as they see fit all or any part of the Track and/or the Results and Proceeds; (b) Edit, Dub, Subtract from, add to or modify the results and proceeds in any manner, combine it with any other material and/or incorporate it into other composition, 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 Track, 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 colleagues mentioned further, hereby expressly waive any and all so-called "moral rights" or "droits morale" in connection with the Track, results and Proceeds, my appearance(s) and my furnishing of any Pre-existing Materials in and in connection with the Track. My signature here on after the production of the Track 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 colleagues mentioned further, represent that my appearance in the Track (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 the Team Leader and/or IFP to 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 Track, my Name and Likeness and/or the uses to which such Results and Proceeds, the Track and/or my Name and Likeness may be put.
6. As used in the 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 Composer and IFP and each and all of their respective parents, subsidiaries, related and affiliated companies, licensees, sponsors, successors and

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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 colleagues 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 Track (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 Track, the Results and Proceeds and/or any portion thereof in perpetuity throughout the universe in any and all media, whether now known or hereafter invented ("Exhibition").
8. I and all my team members and colleagues 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 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, composing, taping, production, use, editing, distribution, licensing, promoting, and/or Exhibition of the Track, 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 the 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 colleagues 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, 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 an 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 am under 18 my parent or legal guardian has signed below.
12. I acknowledge that IFP will rely on the waivers, releases and permissions granted herein potentially, at substantial cost to IFP and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted hereunder.

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MUSIC RELEASE

1. I represent that I have the right to grant to IFP 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 the Team Leader to use the Music. I agree to indemnify and hold harmless Team Leader and any person claiming under Team Leader, 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 Team Leader 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 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 Team Leader's or its licensees' or assigns' rights hereunder, nor the right to enjoin the production, exhibition or other exploitation of the composition 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.
2. I agree to timely execute and deliver (or to procure the timely execution and delivery to Team Leader of) any additional documents which Team Leader may require to evidence its rights. I hereby appoint a Team Leader, 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.
3. I agree to not make any remix, rearrange the composition until the end of the challenge/project. i.e. the time when winners of the challenges are announced.
4. In addition to any of its other rights or remedies, the Team Leader will be entitled to seek injunctive relief in the event of any breach of my representations, warranties, and agreements hereunder. Team Leader and IFP 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.

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I hereby certify that all creative work on our composition, including all the writing, recording, editing, mixing and composing occurred during the official competition time period beginning 8 PM of September 18, 2020 (Friday) and ending on – 10 PM of September 20, 2020 (Sunday)

Name of Team Members, Crew, Colleagues

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

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

Name: _____ Creator ID: _____

Band/Team Name: _____ City: _____

Composition/Song Name: _____

Date: _____

Signature of Team Leader: _____