

ACTOR EMPLOYMENT AGREEMENT

THIS AGREEMENT is made and entered into as of the (date)

BETWEEN

.....(hereinafter “Producer”),

AND

.....(hereinafter “Actor”).

A. Producer intends to produce a theatrical motion picture (hereinafter the “Picture”) based upon that certain screenplay tentatively entitled (title of film) (hereinafter the “screenplay”) which Picture is intended for initial theatrical exhibition. The term “Picture” as herein used, shall include, but shall not be limited to, a motion picture produced, recorded, exhibited or transmitted by any means now or hereafter known.

B. Producer wishes to utilize the services of Actor in connection with the Picture upon the terms and conditions herein contained.

ACCORDINGLY, IT IS AGREED AS FOLLOWS:

1. Photoplay, Role, and Consideration: Producer hereby engages Actor to render services as such in the role of , in the Screenplay. As full compensation for the services of Actor to be rendered pursuant hereto, and for Actor’s undertakings herein specified, the Producer shall, provided the Actor faithfully performs his duties and obligations hereunder, pay the Actor a sum of Rs..... for his services in the Picture. Actor accepts such engagement upon the terms herein specified and undertakes to perform all the duties and obligations assumed and entered into by him hereunder. This sum shall be payable in the following manner and upon occurrence of the following events:

(a). 20% (initial advance) - Signing this Agreement

(b)

(c)

(d)

2. services: Producer shall cause Actor to render all services customarily rendered by actors in feature-length motion pictures at such times and places designated by Producer and in full compliance with Producer's instructions in all matters. Without limiting the foregoing, Actor's services shall be in accordance with the following:

(a). Start Date.-Principal Photography of the Picture shall commence on or about but no later than The Start Date shall be automatically extended without notice for a period equal to the duration of any default, disability and/or force majeure (as such terms are defined below and regardless of whether Actor's services are suspended therefor), or due to any location requirements, director and/or cast unavailability, weather conditions, and/or other similar contingencies.

(b) Exclusivity.-Actor's services hereunder shall be non-exclusive first priority during the Pre-Production, exclusive during Production Periods, and non-exclusive, but on a first-priority basis, during the Post-Production Period.

(c) Retakes and Other Services.-During and after the Term, Actor shall render such services as Producer may desire in producing retakes, added scenes, transparencies, close-ups, sound track (including dubbing and looping), process shots, trick shots and trailers for changes in and foreign versions of the Picture. Compensation set out in paragraph 1 above includes consideration for such services.

(d) Nights, Weekends, Holidays, Work Time.-No increased or additional compensation shall accrue or be payable to Actor for services rendered by Actor at night or on weekends or holidays, or after the expiration of any number of hours of service in any period.

3. Term: The term of engagement of Actor's services hereunder shall begin on or about the Start Date and continue until, or until the completion of the photography and

recording of said role. (Does the industry use any other terminology in place of the given language to define the contours of the term of this contract).

4. Rights: Actor grants, and Producer shall have, the perpetual and universal right to photograph and re-photograph Actor (still and moving) and to record and re-record, double and dub Actor's voice and performances, by any present or future methods or means and to use and authorize others to use Actor's name, voice and likeness for and in connection with the Picture, the soundtrack (including a soundtrack album), trailers, and documentary and/or "making of" pictures, and all advertising (including Actor's name and likeness on sleeves, jackets and other packaging for soundtrack albums, video cassettes, videodiscs, written publications and the like), merchandising, commercial tie-ups, publicity, and other means of exploitation of any and all rights pertaining to the Picture and any element thereof. Producer shall own all results and proceeds of Actor's services hereunder, including the copyrights thereof, and as such owner shall have the right (among all other rights of ownership): (i) to include such results and proceeds in the Picture and in advertising and publicity relating to the Picture, (ii) to reproduce such results and proceeds by any present or future means, (iii) to combine such results and proceeds with photographs and recordings made by others for use in the Picture, (iv) to exhibit and perform such results and proceeds in theatres, on the radio and television, and in, or by any other present or future media, for profit and otherwise, and for commercial or non-commercial purposes and purposes of trade, and (v) to license and assign its rights to any other person or producer. Without in any way limiting the foregoing, the results and proceeds of Actor's services hereunder include any and all material, words, writings, ideas, "gags", dialogue, melody and lyrics composed, submitted or interpolated by Actor in connection with the preparation or production of the Picture (hereinafter referred to as "material"). All said material and the copyright therein, for which valuable consideration is paid in terms of paragraph 1 above, shall automatically become the property of Producer, which shall be deemed the author thereof in terms of the Copyright Act, 1957 ("the Act"). Actor hereby expressly waives and relinquishes any moral rights or "droit morale," or "author's special rights" under section 57 of the Act, in and to any material created by or contributed to the Picture by Actor including all of Actor's performance.

5. Actor's Address and Telephone: All notices which the Producer is required or may desire to give to the Actor may be given either by mailing the same addressed to the Actor at the address listed at the end of this agreement, or such notice may be given to the Actor personally, either orally or in writing.
6. Promotional Film: Producer shall have the exclusive right to make one or more promotional films of thirty (30) minutes or less and to utilize the results and proceeds of Actor's services therein. Actor agrees to render such services for said promotional films during the term of his employment hereunder as Producer may request and Actor further agrees to use by Producer of film clips and behind-the-scenes shots in which Actor appears in such promotional films.
7. Name and Likeness: Producer shall have the exclusive right to use and to license the use of Actor's name, sobriquet, pseudonym, photograph, likeness, voice and/or caricature and shall have the right to simulate Actor's voice, signature and appearance by any means in and in connection with the film and the advertising, publicizing, exhibition, and/or other exploitation thereof in any manner and by any means and in connection with commercial advertising and publicity tie-ups.
8. Merchandising: Producer is also granted the further exclusive right and license, but only in connection with the role portrayed by Actor in the film, to use and to license the use of Actor's name, sobriquet, pseudonym, photograph, likeness, caricature and/or signature (collectively referred to herein as "name and likeness") in and in connection with any merchandising and/or publishing undertakings. In consideration therefor, Producer shall pay Actor a pro-rata share (payable among all Actors whose name, etc. is used on a piece of merchandise) of 2 1/2% (Two and one-half %) of the gross monies actually derived by Producer after deducting therefrom a distribution fee of fifty percent (50%) thereof as well as a sum equal to all Producer's actual out-of-pocket expenses in connection therewith, for the use of such name or likeness on merchandising and publishing items which utilize Actor's name and likeness, other than in a listing of cast credits.

9. Producer is also granted the further and exclusive right to use and to license the use of and to advertise and publicize the use of Actor's voice from the soundtrack of the film on commercial phonograph records and albums and the exclusive right to use Actor's name and likeness on jackets and labels of such commercial phonograph records and albums.
10. Screen and Advertising Credits: Actor shall be accorded credit in accordance with the credit details supplied by Actor, only if Actor has performed substantially all services called for hereunder and appears recognizably in the Picture. The obligation to accord credit to Actor in advertisements shall apply only to paid advertisements issued by Producer, or under its direct control, relating primarily to the picture. This obligation shall in no event extend to so-called "trailers" or other advertising on the screen or by radio or television; or other advertising not relating primarily to the Picture; or to advertising of such nature that Actor has not granted consent to use the Actor's name in connection therewith. All matters relating to Actor's credit, such as size, style of type, placement, colour, etc., shall be at Producer's sole discretion. No casual or inadvertent failure to comply with the provisions of this paragraph and/or the credit details supplied by Actor shall constitute a breach of the Agreement. The rights and remedies of Actor in the event of any breach of this Agreement shall be limited to Actor's right, if any, to recover damages in an action at law and in no event shall Actor be entitled by reason of any such breach to terminate this Agreement or to seek to enjoin or restrain the exhibition, distribution, advertising, exploitation or marketing of the Picture.
11. Travel: Solely in the event that Producer requires Actor to render services under this agreement outside of the Mumbai metropolitan area, then Producer agrees to furnish Actor with one (1) business-class round-trip airfare (if available and if used) and ground transportation to and from the airport as well as reasonable hotel accommodations.
12. Force Majeure: As used herein the term "force majeure" means epidemic, act of God, strike, lockout, labour condition, unavailability of materials, transportation, power or other commodity, delay of common carrier, civil disturbance, riot, war or armed conflict

(whether or not there has been an official declaration of war), the enactment of any law, the issuance of any executive or judicial order or decree, breach of contract by, or disability of, the Producer, Director, other principal cast member, breach of contract by a financier or completion guarantor, or other similar occurrence beyond the control of Producer, which causes an interruption of or materially hampers or materially interferes with the production of the Picture.

13. Inclusive Payments: All payments to Actor hereunder shall be deemed to be equitable and inclusive remuneration for all services rendered by Actor in connection with the Picture and to be paid by way of a complete buy-out of all rights granted to Producer hereunder and no further sums shall be payable to Actor by Producer by reason of the exploitation of the Picture and all results and proceeds of Actor's services hereunder, in any and all media throughout the universe.
14. Withholding: Producer may deduct and withhold from any monies otherwise payable under this Agreement such amounts as Producer may reasonably believe it is legally required to deduct and withhold.
15. Assignment: Producer shall have the right to assign this Agreement and any of the rights granted herein, in whole or in part, to any person, firm, corporation or entity, and nothing contained herein shall imply anything to the contrary. Upon the assignee's assumption of the obligations of Producer with respect to the rights so assigned, Producer shall be relieved of all such obligations. Producer shall also have the right to lend the services of Actor to any person, firm or corporation which is a subsidiary, parent or affiliate of Producer or the successor to Producer by a merger or by a transfer of substantially all of Producer's assets hereunder. In the event of any such lending, Actor agrees to render his services to the best of his ability to the person, firm, or corporation to whom his services are loaned hereunder. Actor may not assign Actor's rights or obligations hereunder.
16. Arbitration: Any controversy or claim arising out of or relating to this agreement or any breach thereof shall be settled by arbitration in accordance with the Arbitration and

Conciliation Act, 1996 and the seat of Arbitration shall be at (place). The prevailing party shall be entitled to reimbursement for costs and reasonable attorney's fees. In the event of any breach by the Producer of this Agreement, the Actor shall be limited to the Actor's remedy at law for damages, if any, and shall not have the right to terminate or rescind this Agreement or to enjoin or restrain in any way the production, distribution, advertising or exploitation of the Picture.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

AGREED TO AND ACCEPTED:

(Signature)

.....

(Print name)

(Actor)

Actor address:

Actor Phone number:

AGREED TO AND ACCEPTED:

..... ,

(For Producer)

By: