

PRODUCER CONSENT LETTER – ON PRODUCER LETTERHEAD

Date:

To,

UFO Moviez India Limited

Valuable Techno Park

Plot No 53/ 1, Road No 7, Opp Akruti Trade Centre,

MIDC, Andheri (E), Mumbai - 400093

Dear Sir (s),

**Subject: Letter of Consent for digital release of the film: “.....”
(Language:.....), through UFO Moviez India Limited (“UFO”), on it’s
Digital Cinema Network.**

We confirm that we are the Producers/Content Owners (any person/entity holding full/portion/certain specified rights with regards to the copyright) of **the film** as defined in greater detail in **Schedule-A**.

We are desirous of commercially exploiting the said film by releasing it in theatres through UFO’s Digital Cinema Network, and hereby authorize UFO to capture/transfer, deliver the film for release in UFO enabled digital cinemas, subject to the following:

1. We shall provide the final censored version of the film (“the **film content**”), to UFO at its premises located at Valuable Techno Park, Plot No 53/ 1, Road No 7, Opp Akruti Trade Centre, MIDC, Andheri (E) Mumbai - 400093, or at 33/1, Wallajah Road, Chepauk, Chennai 600 002, minimum 7 (seven) working days, or the longer period as mentioned in Schedule-A, prior to the intended release date of the film.
2. We shall simultaneously provide, the censor certificate and the audio of the film (5.1 edited synchronized sound wave file on a non-returnable dvd), along with the film content.
3. The film delivered shall be in minimum two parts, pre-interval and post-interval parts of the film being provided separately. All external conversions and related costs, in providing the film content as per the technical specifications of UFO, shall be undertaken by us.
4. We shall ensure that the delivered Source Material (of the film content), is of excellent quality for best results. In the event of any problem in Source Material, it will result in being replicated in all the digital prints, and UFO shall not be held responsible for the same.

5. After delivery of the film content to UFO, we agree and undertake to inspect the digitized content and its quality, well in advance prior to delivery of the digitized film content to authorized cinemas/theatres, as per the timeline indicated by UFO on our request. We acknowledge that, in case we fail to do so, the digitized content and its quality shall have been deemed to be acceptable to us. We acknowledge that UFO only digitizes the film content as is provided to it by us, and UFO is not responsible for any technical issues therein. Further, we accept that UFO reserves the right to reject film content found technically unacceptable.
6. UFO shall not be responsible or liable for delivery of the film to the theatres on the intended release date, in the event of late receipt of content as required by UFO and as specified in clauses 1,2 &3 above, beyond the UFO specified content delivery deadline as mentioned in Schedule- A, or any delays caused by discrepancies / revisions /excisions / corrections / erasures in content after it is delivered to UFO. Theatres and Distributors shall be accordingly informed. We understand the digitization process is not reversible, and any changes to the content after the process is underway, implies reprocessing of the film content. In the event of the source material delivered to UFO containing any other content other than the film content to be released, UFO reserves the right to reject the delivered source material.
7. We agree to bear and pay UFO's digitization charges for the content supplied by us, prior to digitization of the content (DD shall be drawn in favor of "M/s UFO Moviez India Ltd."). We understand that any revisions /changes / edits in the film content after receipt of the same, are chargeable, and may affect the timely delivery of the film.
8. UFO shall deliver the film content for release in the territories of our Authorized Distributors as per the Authorized Distributors' instructions, for a period of 3 (three) years from the date of the first theatrical release of the film, in accordance with the territories and distributors specified in the document titled Distributor Confirmation Letter, duly signed by us or our authorized signatories.. Unless informed otherwise, UFO shall assume the rights of the Authorized Distributors are absolute and irrevocable for their designated territories, for the period as specified hereinabove, for all Release Orders (ROs) provided by the authorized distributors.
9. We understand that UFO shall effect the timely delivery of the film in the theatres of only those territories, whose authorized distributor names are received by UFO, 3 (three) days prior to the intended release date.
10. We shall keep UFO informed regarding any updations in the authorized distributors / territories, in writing, only through the UFO Distributor Confirmation Letter format. In the event of cancellation of distributorship of a distributor, we shall submit the required termination letter, duly acknowledged by the distributor, in original to UFO for its information and record. In such circumstances UFO shall deliver the film for release, as per our instructions. The terminated Distributor shall have no claims whatsoever against UFO. In the event of any conflict, between us and the terminated Distributor, we shall settle the same with no recourse to UFO in any manner whatsoever.

11. The costs for release in the digital format shall be borne by the Distributors alone. If we choose to make the payment, a declaration as per UFO format will be submitted.
12. We hereby acknowledge that Southern Digital Screenz shall collect release orders from our authorized distributors, for the states of Karnataka, Kerala, Andhra Pradesh and Tamil Nadu.
13. We agree to provide a copy of the Censor Certificate issued by the Central Board of Film Certification, Government of India, (“**CBFC**”) along with the full list of excision / cuts / deletions and changes required, if any, by CBFC. We confirm we shall ensure verification of the execution of the same in the digital format also. We confirm that the film content delivered to UFO is the final censored version, after excision / addition / deletion / alteration / revision / erasure carried out as specified in the Cut List issued along with Censor Certificate by CBFC, and that no scenes have been added /deleted or the content otherwise modified in any manner whatsoever after the Censor Certificate has been obtained. Further, the film has been duly certified for theatrical viewing and the film content so delivered to UFO is in conformity with the directions of CBFC. We shall be solely responsible for the consequences of any excision / addition / deletion / alteration / discrepancy / revision /erasures observed in contravention of the Cinematograph Act, 1952, the Cinematograph (Certification) Rules, 1983 and / or the Cut List given by CBFC. We indemnify UFO, its officers / directors / employees and agents, against any claims, damages, losses, charges etc made by any party including CBFC and the Government of India, in this regard.
14. UFO Moviez India Ltd. and / or its directors / officers / employees shall not be responsible / liable for any direct, indirect, incidental or consequential loss / injury / damage / mishap (foreseeable or unforeseeable) on account of infringement, theft, access or other unauthorized use of content / film or any other rights pertaining to the content / film during any authorized movement of the film content to UFO premises or after the content / film has left UFO premises through any authorized person as per my directions. In the event of any claim by any third party, relating to incident arising out of such movement of film content, we shall keep UFO indemnified against all such claims etc.
15. We understand UFO employs required security features to ensure protection of copyright. We accept that UFO hardware (D5 Tapes or Hard Drives), if used to provide our film content to UFO, shall be erased once the content is transferred on to the UFO system.
16. We shall arrange to collect the film content as provided to UFO by us, within 2 weeks of delivering it to you, to avoid any holding charges being levied by UFO. Also, in the event we do not collect the content within a period of 30 days, UFO shall be at liberty to erase / destroy the material supplied to UFO.
17. UFO’s maximum aggregate liability to us or any third party arising from the presents, for any reason whatsoever; will not exceed the total amount paid to UFO by us for the said film. We agree to keep UFO fully indemnified against any and all claims, suits, damages, proceedings etc. in respect of the said film and the rights of exhibition on UFO’s system as mentioned herein.

18. We understand and accept that if UFO receives any document it considers legally valid and stalling the release / continued release of the film on its network, UFO shall proceed as it may deem fit in its interest.
19. In the event of the film's copyright ownership residing elsewhere, we undertake to provide the relevant film documents as required by UFO for a smooth release. We also indemnify UFO against all or any claims, damages, charges, losses, harm, etc. caused or arising out of our failure to provide or communicate the requisite information as may be required by UFO.
20. The Schedule- A attached herewith, or any subsequent communication / letters in respect of this film, shall be construed as part of this letter of consent.
21. We shall keep UFO informed in writing, in respect of any changes in the intended release date.
22. UFO is not responsible for any discrepancies observed in the documents issued by us, with regard to the film title, producer / banner / any other party names etc., vis-a-vis the Censor Certificate / Link Agreements / any other documents provided for the release of the film on UFO.
23. UFO shall take all future instructions from the signatory of this letter only. In the event the signatory of this letter is not the Producer of the film, we shall submit the attached authority letter signed by the Producer of the film, authorizing the signatory of this letter.
24. Any requests for shows required on or before the intended release date for the purpose of quality checks, advanced or preponed release etc, shall be submitted to UFO in writing on the company letterhead, and shall be accepted as such and honored by UFO.
For any paid previews scheduled prior to the theatrical release date, we hereby authorize you to issue the paid preview licenses to the theatres, according to the Release Orders received from our authorized Distributors. The charges for the paid preview show/s shall be borne and paid by us / our authorized distributors.
25. We confirm we are in receipt of UFO's producer kit, and all its contents including the UFO Rate Card, and we have gone through the same.

For:

Name:

Producer/Content Owner/Rights holder

Designation:

SCHEDULE- A

**Letter of Consent for Digital Release of the below mentioned film on
UFO Digital Cinema Network**

TITLE OF THE FILM:

LANGUAGE:

BANNER:

PRODUCER:

DIRECTOR:

STAR CAST:

SOURCE MATERIAL PROVIDED TO UFO:
(SPECIFY DPX / D5 / PRINT / NEGATIVE)

INTENDED FILM RELEASE DATE:

CONTENT DELIVERY DEADLINE PROVIDED BY UFO TO PRODUCER: **7 WORKING
DAYS PRIOR TO INTENDED RELEASE DATE**

TAN / PAN NO. (COMPULSORY):

PAYMENT TERMS: IMMEDIATE ON RECEIPT OF INVOICE

UFO DIGITIZATION CHARGES: RS. _____ + TAXES

We confirm we are in receipt of UFO's producer kit, and all its contents including the UFO Rate Card, and we have gone through the same.

For:

Name:
Producer/Content Owner

ON PRODUCER'S LTRHD - TO BE SIGNED BY PRODUCER ONLY

Date:

To,
UFO Moviez India Limited
Valuable Techno Park
Plot No 53/ 1, Road No 7,
Opp Akruti Trade Centre,
MIDC, Andheri (E)
Mumbai - 400093

Dear Sir,

Subject: Authority letter for the film "XYZ" (Language: _____)

This is to place on record that we have authorized Mr. _____ of _____(Company Name) to sign UFO's Producer Consent letter, and all future instructions / communication to UFO in respect of the above mentioned film, on our behalf..

Henceforth, you shall be acting on the instructions of Mr _____ of _____(Company Name) regarding all matters pertaining to our above said film.

A specimen signature of the above said authorized person is attested hereinbelow.

Yours Sincerely

For:

Producer / Content Owner

Specimen Signature of Authorized Person

Name:

Designation: