

# Authorization Letter for Content Delivery (from Distributor)

# UFO

digital cinema

## RELEASE ORDER

**RO No:** \_\_\_\_\_

We hereby authorize UFO Moviez India Limited (UFO) having its offices at Valuable Techno Park Plot No. 53/1, Road No. 7 Opp. Akruiti Trade Centre, MIDC, Marol, Andheri (East), Mumbai - 400093, for Satellite Delivery of our following Film Content in Digital Format to the enlisted theatres on its Digital Cinema Network (The Network) for the specified number of Shows.

<b>Film Name:</b> _____	<b>Date:</b> _____
<b>Language:</b> _____	<b>Circuit Name</b> _____ <b>Week No:</b> _____

Sr. No.	Name of Theatre/ Place/ State	Period		# of Shows	(A)		(B)				
		From	To		PER SHOW OPTION		VIRTUAL PRINT FEE OPTION				
					CDC (SEDTC) Rate per Show (Rs.)	Total CDC (SEDTC) (Rs.)	New / Additional	Existing	Shifting	Amount	
								<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Rs.
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
								<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

<b># of Theatre Covered Under RO</b>	<b>Number</b>	<b>Total Rs. :</b>	<input style="width: 100%;" type="text"/>	<b>+</b>	<input style="width: 100%;" type="text"/>
→ PER SHOW MODEL	<input style="width: 100%;" type="text"/>	<b>Sub Total Rs. (A + B) :</b>	<input style="width: 100%;" type="text"/>		
→ VPF MODEL	<input style="width: 100%;" type="text"/>				
<b>TOTAL</b>	<input style="width: 100%;" type="text"/>				

TO BE FILLED BY THE DISTRIBUTOR

I/We confirm that we agree with terms & conditions given overleaf.

**For:** \_\_\_\_\_  
(Name of Distributor with stamp)

**Name:** \_\_\_\_\_

**Authorized for Release by** \_\_\_\_\_

**Sign:** \_\_\_\_\_

**Designation:** \_\_\_\_\_

**Date:** \_\_\_/\_\_\_/\_\_\_\_\_

FOR OFFICE USE

**Film released in Circuit exclu. On UFO** YES  NO \*

**RM Name :** \_\_\_\_\_

**RM Sign:** \_\_\_\_\_ **Region:** \_\_\_\_\_

**Chq / Cash Rect. No.** \_\_\_\_\_ **Date** \_\_\_\_\_

**Amount** \_\_\_\_\_

**Bank name** \_\_\_\_\_ **Branch** \_\_\_\_\_

**Remarks:** \_\_\_\_\_

\_\_\_\_\_

**Authorized at HO By :** \_\_\_\_\_

**Note :**

- “Minimum 3 days intimation is required for issue of license from Mid week. In case of shorter intimation period UFO will try to comply by the request but does not guarantee delivery of the license.”
- Release Order will not be processed without Payment.
- All Payments exceeding Rs. 5000/- must be made vide Cheque or Demand Draft.
- Non-MICR Cheque will not be accepted.
- If the number of theatres are more, use a separate continuation sheet.
- The 1<sup>st</sup> Wk and the 2<sup>nd</sup> Wk rates will continue to be applicable in the subsequent week subject to the release movie being screened for a minimum of 350 shows in the 1<sup>st</sup> Wk and 175 shows in the 2<sup>nd</sup> Wk. The no. of show booking in the subsequent weeks will be limited to the shows released in the first week; in case in the subsequent week the booked shows are more than the no. of shows screened in the 1<sup>st</sup> Wk, than the 1<sup>st</sup> Wk rates will be applicable to all the incremental shows.

## **FILM RELEASE ORDER** **TERMS AND CONDITIONS**

The film to be released in the theatres on UFO's Digital Cinema Network as mentioned overleaf shall be on the following terms and conditions:

1. The Releaser confirms that he/she is the Producer / Distributor / Right Holder having requisite rights to commercially exploit the film as outlined in the Release Order ("RO") in the theatres enlisted overleaf and any continuation sheet thereof. The Releaser shall notify UFO Moviez India Limited ("UFO") immediately about any change in its rights to the film.
2. By placing this RO the Releaser hereby requests and authorizes UFO to deliver the content of the film for its secure playback i.e release the said film, in the stated theatres on UFO's Digital Cinema Network.
3. The Licenses for exhibition of film are issued by UFO as per the RO on a weekly basis and no change in the licenses will be done before end of the week that commences from Friday & ends on succeeding Thursday
4. The Releaser agrees, declares, assures and confirms that it has in itself the unencumbered rights to authorize the release of the said film in the theatres as mentioned in the RO.
5. Relying on the aforesaid representations and declarations, UFO hereby agrees to release the film in the theatres as requested in the RO. The rights of the Releaser are subject to the rights granted to him, by the producer/content owner. In the event of any conflict with regards to rights & interests in the film between producer/content owner and distributor /releaser, UFO shall release the film as per the instructions of the producer/content owner and the Releaser shall have no claims whatsoever against UFO in this regard.
6. The Releaser agrees that he/she is satisfied with the quality of digitized content of the film and shall not hold UFO responsible/liable for any loss in picture and sound quality upon release of the said film.
7. In consideration of services provided by UFO with respect to releasing the film on its Digital Cinema Network the Releaser agrees to pay the weekly Software Encryption & Digital Transmission Charges (SEDTC) to UFO as per this RO, 3 (three) days before the scheduled date of release of the film. Service tax if applicable shall be chargeable extra. In case of non-payment, UFO at its option, may discontinue exhibition of the said film in the theatres and shall have a lien on the said film to that extent till such time as its dues are not cleared. This shall however not preclude UFO from taking any other action or availing any remedy under law as may be available to it.
8. The parties hereto agree to execute such further and other documents / instruments that may be necessary for the purpose of effectually carrying out the purpose and intendments of this RO.
9. For acting upon this RO, the Releaser hereby indemnifies and shall keep UFO indemnified and its directors/officers/employees of and from any loss or damage that may be caused to or incurred by them, due to infringement, misrepresentation, violation of third party rights, theft, access or other unauthorized use of film or any other rights pertaining to the film whether by way of costs, charges, expenses, penalties, levies, litigation or in any other manner. UFO and/or its directors/officers/employees under no circumstances shall be responsible / liable for any direct, indirect, incidental or consequential loss/injury/damage/mishap (foreseeable or unforeseeable) on account of the aforesaid causes.
10. UFO shall not be liable in the event of failure or delay in the performance of its obligations herein as a result of circumstances beyond its control. In the unlikely event of a show cancellation, UFO's liability is restricted to the amount charged by UFO with respect to such cancelled show in the theatre/s.
11. Any dispute or difference at any time arising between the parties hereto as to the construction, meaning or effect hereof, or as to any clause, matter or thing contained herein, or as to the rights and liabilities of the parties hereunder, shall be referred to arbitration, in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any statutory amendment or re-enactment thereof. The competent Courts at Mumbai alone shall have exclusive jurisdiction in relation to any matter arising out of this RO.
12. The Releaser agrees and accepts that the rates charged in the RO are as pper the prevailing rate Card of UFO and that in case of Hindi films UFO shall charge for a minimum of 7 shows irrespective of the actual booking / playback.
13. **For South Region** : The 1<sup>st</sup> Wk and the 2<sup>nd</sup> Wk rates will continue to be applicable in the subsequent week subject to the release movie being screened for a minimum of 250 shows in the 1<sup>st</sup> Wk and 125 shows in the 2<sup>nd</sup> Wk. The no. of show booking in the subsequent weeks will be limited to the shows released in the first week; in case in the subsequent week the booked shows are more than the no. of shows screened in the 1<sup>st</sup> Wk, than the 1<sup>st</sup> Wk rates will be applicable to all the incremental shows.

