

Date: 02.07.2024

To
Department of Corporate Services
Bombay Stock Exchange Limited
22nd Floor,
PhirozejeejeeBhoy Towers
Dalal Street
Mumbai - 400 001

Scrip Code: BSE: 503685

Dear Sir/Madam,

Sub: Disclosure of material events / information by listed entities under Regulations 30 and 30A of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015

Pursuant to Circular SEBI/HO/CFD/CFD-PoD-1/P/CIR/2023/123 issued by SEBI dated July 13, 2023 regarding Regulations 30 and 30A of Securities and Exchange Board of India (Listing Obligations and Disclosure Requirements) Regulations, 2015, this is to inform you that an **ASSIGNMENT AGREEMENT** was executed at Mumbai on 27th day of May 2024 between **MEDIAONE GLOBAL ENTERTAINMENT LTD, (hereinafter referred to as the "Assignor"** and **EROS INTERNATIONAL MEDIA LIMITED (hereinafter referred to as the "Assignee")**. The Assignment Agreement is attached herewith.

We request you to take the above information in your records.

Thanking You,

Yours faithfully,

For MEDIAONE GLOBAL ENTERTAINMENT LIMITED

Mr. SURYARAJ KUMAR
MANAGING DIRECTOR
DIN: 00714694



17 APR 2024
TAMILNADU
MEDIA ONE GLOBAL
ENTERTAINMENT LIMITED

DQ 099406
R. LAKSHMANA
STAMP VENDOR
LC NO 5/772/83/9
NO 251, E.V.R. ROAD
AMINJIKARAI CHENNAI

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT is made and executed at Mumbai on this 27th day of May 2024 ("Effective Date");

By and between:

MEDIAONE GLOBAL ENTERTAINMENT LTD., a company incorporated under the provisions of the Companies Act, 1956, having its registered office at Flat No.32, Mathaji Complex, No.1, Wallers Lane, Mount Road, Chennai - 600 002. and having PAN: AAACR0405M and GSTIN: B3AAACR0405M3ZO (hereinafter referred to as the "Assignor" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns) of the **First Part**;

AND

EROS INTERNATIONAL MEDIA LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at No.9th Floor, Supreme Chambers, Veera Desai Road, Andheri (W), Mumbai - 400 053. (hereinafter referred to as the "Assignee" which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and assigns) of the **Second Part**.

The Assignor and the Assignee shall hereinafter be individually referred to as the "Party" and jointly as the "Parties".

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WHEREAS

- I. The Assignor is engaged in the business of production and distribution of feature films and hereby represents, warrants and assures to the Assignee that the Assignor is the sole, exclusive and absolute owner, free from all encumbrances, of the negative rights, copyrights of literary, dramatic, underlying works, musical and artistic works, sound recording/ records, songs, images; and accordingly has the sole and exclusive rights to make, sell, publish or otherwise deal with all the Assigned Rights (as defined below) of the 6 (six) cinematograph films, the details of which are mentioned in **Annexure I** of this Agreement; 6 (Six) cinematograph films mentioned in Annexure I of this Agreement shall hereinafter be individually referred to as the "**Assigned Film**" and collectively as the "**Assigned Film(s)**";
- II. The Assignee is engaged in the business of media and entertainment *inter alia* of procurement, development, distribution and dissemination of feature films, programs and music using existing and emerging technologies and distribution platforms throughout the world;
- III. The Assignor has approached the Assignee for assignment of the Assigned Rights of the Assigned Film(s) and based on the above representations made by the Assignor, the Assignee has agreed to acquire the Assigned Rights of the Assigned Film(s) on sole and exclusive basis, as per the terms and conditions contained herein.

NOW THIS ASSIGNMENT AGREEMENT WITNESSETH AND IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

A. DEFINITIONS:

Unless defined anywhere else in this Agreement, all the capitalized terms shall have meaning as ascribed to them in **Annexure III** of this Agreement.

B. INTERPRETATION:

- i. Any reference in this Agreement to any statute or statutory provisions shall be construed as including a reference to that statute or statutory provision as from time to time amended, modified, extended or re-enacted whether before or after the date of the Agreement and all statutory instruments, orders and regulations for the time being made pursuant to it.
- ii. Unless the context otherwise requires, words denoting the singular shall include the plural and vice versa and words denoting any one gender shall include all genders, and words denoting persons shall include bodies corporate, unincorporated associations and partnerships.
- iii. The terms "include" and "including" shall mean "include without limitation". The headings/ subheadings/ titles/ subtitles to articles, clauses, sub-clauses and paragraphs are for information

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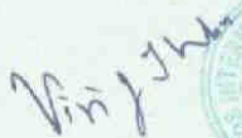
only, shall not form part of the operative provisions of this Agreement or the Annexures, and shall be ignored in construing the same.

2. ASSIGNMENT:

- 2.1. The Assignor, as the sole, exclusive, absolute and unencumbered copyright owner, hereby irrevocably grants, relinquishes, transfers and assigns, on sole and exclusive basis to the Assignee, (i) 25% (Twenty Five Percent) of all Negative Rights, copyrights, Intellectual Property Rights and Derivative Rights of the Assigned Film titled "**Kochadiyaan**" ("**Film 1**") ; and (ii) complete lock stock and barrel, all rights, title, interest and ownership in and attached to the remaining 5 (five) Assigned Film(s) ("**said Films**") including entire copyrights, Negative Rights, Intellectual Property Rights and Derivative Rights of the said Films (all rights assigned for the Film 1 and said Films in this Agreement shall be collectively referred to as the "**Assigned Rights**"), through any means, media, format, and technology, for the Term commencing from the Effective Date and for the Territory. The Assignor hereby assigns to the Assignee the entire copyright whether vested, contingent or future, all rights of action in relation to the Assigned Rights of the Assigned Film(s) for the Term and Territory as per the Lab Letter given by 1st Party.
- 2.2. The Parties hereby agree and acknowledge that the Assignor has already assigned 75% of the Negative Rights, copyrights, Intellectual Property Rights and Derivative Rights of the Film 1 to the Assignee through addendum agreement dated 15th May 2015 executed between the Parties; and accordingly, upon execution of this Agreement by the Parties, the Assignee shall become the 100% sole and exclusive owner of all rights, title, interest and ownership in the Film 1 including all Negative Rights, copyrights, Intellectual Property Rights and Derivative Rights of the Film 1, for the Term and Territory as per the Lab Letter given by 1st Party.
- 2.3. The Assignor also grants an exclusive and perpetual license to use the title and logo/logo design of the Assigned Film(s) for the purpose of exploiting the Assigned Rights as per Clause 2.1 above.
- 2.4. The Parties expressly agree that the provisions of Section 19(4) of the Copyright Act, 1957 (as amended) shall not apply to this Agreement and the Assignor hereby waives its rights under the aforesaid sections and also represents that the Assignor has procured adequate waivers in relation to the aforesaid sections from all authors and performers of the works of the Assigned Film(s).
- 2.5. It is expressly agreed between the Parties that all agreements relating to the distribution, sale, transfer, licensing, exhibition, broadcasting or otherwise howsoever for exploitation of all or any of the Assigned Rights in the Assigned Film(s) for the entire Territory with third parties including subsequent assignees etc. shall be signed and executed exclusively by the Assignee for the Term and the same shall be conclusive and binding on the Assignor with the Assignee entitled to exclusively receive and appropriate all revenues and other benefits accruing therefrom.
- 2.6. The assignment of Assigned Rights shall be for all modes, mediums and formats of exploitation in existence now and/ or in existence now but not in commercial use on the date of execution hereof, and as may be developed in future. In the event under operation of any law, the assignment herein is deemed not to apply to any future mode or medium or such mode or medium which is not in commercial existence ("**Future Modes**"), the Assignor hereby further grants an

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irrevocable, perpetual and exclusive license to the Assignee and/ or its transferees/ assignee/ sub-assignees/licensees, for the Territory to exploit all the Assigned Rights or parts thereof, in any Future Modes, in lieu of the Consideration.

- 2.7. The Assignee shall have the right to use the Assignor's and the respective author's/editor's/artist's/singer's, Contributors' name, likeness and biography sobriquet, autograph, photograph, portrait, caricature, silhouette, likeness, voice, biography, visual and audiovisual recordings and/or performances or backstage audio, visual or audiovisual appearances and texts in and in connection with the rights granted under this Agreement and any other works that will embody all or part of the Assigned Film(s). The Assignee shall have the exclusive rights to edit, delete, improvise or cut any portion of the Assigned Film(s) in the manner deemed fit by the Assignee.

3. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF THE ASSIGNOR:

- 3.1. The Assignor hereby represents, warrants and undertakes to the Assignee as under:
- a) The Assignor is duly organized and validly existing under the laws of India and has full power and authority to enter into this Agreement and to perform its obligations under this Agreement.
 - b) The Assignor is the sole, absolute, exclusive and unencumbered owner of the Assigned Rights in and with respect to the Assigned Film(s) for the Term and Territory and that the Assignor has not, prior to the signing of this Agreement, granted, transferred or encumbered in any way and in any manner whatsoever the Assigned Rights or any part thereof to any other person to the prejudice of the Assignee.
 - c) The Assignor hereby declares and affirms that the Assigned Film(s) are in conformity with the laws prevailing in the Territory. Further, the Assignor shall comply with all applicable laws, statutes, ordinances, rules, regulations and requirements of all governmental agencies and regulatory bodies.
 - d) The Assignor represents and warrants that the relevant Link Documents shall be furnished by the Assignor in relation to the Assigned Film(s) and the copies of the Link Documents are complete copies of the original and the Link Documents remain in full force and effect and none of its terms or conditions shall be amended, varied or waived in any manner whatsoever, whether by course of conduct or otherwise to the prejudice of the Assignee. The Assignor is duly entitled under the Link Documents to assign the Assigned Rights of the Assigned Film(s) without requiring any consent from the author/third party of the Assigned Film(s) in this regard.
 - e) The Assigned Film(s) or any part of the Assigned Film(s) do not contain any defamatory, obscene or scandalous matter or any other matter capable of hurting religious feelings of any person and that no objections, claims, actions, proceedings in this regard have been raised by any authority, governmental authorities, court of law, CBFC (defined hereinafter), person and/ or the public in general.

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Vinay Jha


- f) The Assignor has validly acquired all the rights granted herein to the Assignee from the copyright owner and has executed all the necessary documents in relation to the same to enable the Assignor to enter into this Agreement and perform its obligations under this Agreement and grant the Assigned Rights to the Assignee.
- g) Nothing in the Assigned Film(s) infringe the copyright or any other right of any third party and that there are no claims, actions or proceedings whether actual, pending or threatened affecting any of the Assigned Rights and/or the Assigned Film(s) or copyrights therein or thereto or otherwise.
- h) The Assignor has complete authority to deal with the Assigned Film(s) and the Assigned Rights and there are no claims, payment dues, actions, pending proceedings or threatened proceeding etc., affecting or concerning the Assigned Rights and/or the Assigned Film(s). The Assignor is not restricted, prohibited or prevented from assigning the Assigned Rights of the Assigned Film(s) covered by this Agreement, in any manner whatsoever, whether in law, by contract or otherwise.
- i) The Assignor hereby declares and affirms that the contents of the Assigned Film(s) shall be in conformity with the laws prevailing in India and shall be duly censored by the Central Board of Film Certification ("CBFC") and the Assigned Film(s) shall qualify and be eligible and suitable for Unrestricted Public Exhibition ("U" or "U/A" Certificate) issued by the Central Board of Film Certification under the Cinematograph Act, 1952 and The Cinematograph (Certification) Rules, 1983 thereunder.
- j) All authorizations, approvals, consents, licenses, exemptions, filings, and other matters, official or otherwise, required or advisable in connection with the entry into, performance, validity and enforceability of this Agreement and the transactions contemplated hereby have or shall be obtained or effected by the Assignor in a timely manner.
- k) The Assignor represents and warrants that the Assigned Film(s) and underlying works thereof do not infringe any right including Intellectual Property Rights of a third person and/or moral right of the Contributors of the Assigned Film(s) as well that of a third person. The Assignor has secured the irrevocable and unconditional waiver of any moral rights of performers/Contributors to or in the Assigned Film(s) if and insofar as the same are or may be inconsistent with or conflict with the Assigned Rights assigned to the Assignee.
- l) The Assignee shall not be liable to pay all or any taxes, royalties or other dues in connection with or payment to the Contributors and all other persons concerned with the production, completion and development of the Assigned Film(s) and the same shall be the sole responsibility of the Assignor at all times.
- m) The Assignor has entered into valid written agreements whereby all necessary assignments have been obtained from the authors and performers of the underlying works of the Assigned Film(s) and no terms of such agreements are contrary to the terms of this Agreement and that such agreements entered into by the authors/performers or this Agreement is not contrary to the terms

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and conditions of the rights already assigned to any copyright society in which such authors/performers of the underlying works or the Assignor is a member.

- n) For further securing the Assigned Rights as per the Lab Letter given by the 1ST Party hereby assigned, the Assignor shall do all such further things and execute all such further instruments as the Assignee may reasonably from time to time require for the purpose of confirming the Assignee's ownership of and to the title to the Assigned Rights of the Assigned Film(s) in any part of the Territory.
- o) The Assignor hereby undertakes to do any and all acts and execute any and all documents in such manner and at such locations as may be required by the Assignee in order to secure, protect, perfect or enforce any of the Assigned Rights granted to the Assignee pursuant to this Agreement. In the event the Assignor fails to do so within 10 (ten) days of receipt of a request from the Assignee to do or perform an act or execute a document, the Assignee shall be entitled to exercise the same in place of the Assignor as Assignor's lawful appointed attorney and the Assignor undertakes to affirm, ratify and be bound by such exercise of the right by the Assignee under the provisions of this clause.
- p) The Assignor acknowledges that the Assignee shall be entitled to issue public notice inviting claims and objections, if any, from third parties in relation to assignment of the Assigned Rights of the Assigned Film(s) as per the terms of this Agreement.
- q) The Assignor agrees and confirms that this Agreement is not in contravention of Section 19(8) of the Copyright Act, 1957 and shall in no manner be contrary to the terms and conditions of the rights already assigned by the Assignor to any copyright society in which the Assignor is a member.

4. DELIVERY MATERIALS AND PUBLICITY / PROMOTION MATERIAL:

- 4.1. The Assignor shall deliver the materials of the Assigned Film(s) as mentioned in **Annexure II** of this Agreement (collectively referred to as the "**Delivery Materials**") free of charge to the Assignee in order to carry out the intents of this Agreement, within 07 (seven) days from the date of execution of this Agreement. The Assignor shall deliver to the Assignee unrestricted censor certificates of the Assigned Film(s) issued by the Central Board of Film Certification, India.
- 4.2. The Assignor further agrees and undertakes to submit to the Assignee, all Link Documents of the Assigned Film(s) and all laboratory letters issued in relation to the Assigned Film(s), within 07 (seven) days from the date of execution of this Agreement.
- 4.3. The Assignor shall deliver the Assigned Film(s) to the Assignee in accordance with the specifications set forth in Annexure II herein to deliver the master files of the Assigned Film(s) in the recommended format (as provided under Annexure II) as stated herein. The Assignor acknowledges that the Assignee has the right to not accept the materials of the Assigned Film(s) which do not meet the specifications outlined in Annexure II.

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Signature



4.4. The Assignor shall further write a letter to the laboratory/digital processing where the negatives/Delivery Materials of the Assigned Film(s) are stored, instructing them to transfer the ownership of the negatives and Delivery Materials of the Assigned Film(s) in the sole name of the Assignee, within 07 (seven) days from the date of this Agreement, in such form and format as accepted by the Assignee in writing or provided by the Assignee.

5. CONSIDERATION:

5.1. In lieu of complete assignment of the Assigned Rights of the Assigned Film(s) by the Assignor to the Assignee as contemplated herein and provided that the Assignor is not in breach of any provisions of this Agreement, the Assignee shall pay a net amount of INR 22,00,00,000/- (Indian Rupees Twenty Two Crores only) ("**Consideration**") plus applicable GST, subject to deduction of applicable TDS, to the Assignor.

5.2. The Assignor hereby expressly agrees, acknowledges and confirms that entire Consideration for all the Assigned Film(s) has already been paid by the Assignee to the Assignor and received by the Assignor in full; and no further amounts/monies are due and/or payable by the Assignee to the Assignor for the Assigned Film(s). The Assignee shall not be liable to pay any other consideration, reimbursements etc. whatsoever, to the Assignor, towards the assignment of Assigned Rights of the Assigned Film(s).

5.3. The Parties however agree that applicable GST on the Consideration less deduction of withholding taxes shall be payable by the Assignee to the Assignor within 45 (Forty Five) working days from the date of receipt of valid invoice by the Assignee from the Assignor. The Assignor shall indemnify and hold harmless the Assignee from loss of input tax credit, payment of interest or imposition of penalties incurred by Assignee on account of non-compliance by the Assignor relating to (a) uploading appropriate invoice details on the GSTN (Goods and Service Tax Network) within the stipulated time; or (b) issuance of GST compliant tax invoice, in connection with the transactions contemplated under this Agreement.

5.4. The Assignor hereby acknowledges and confirms the adequacy of the Consideration towards the assignment of the Assigned Rights in the Assigned Film(s) and confirms and undertakes to not raise any claims, demands or actions against the Assignee in this regard hereinafter.

6. INDEMNITY:

6.1. The Assignor hereby undertakes to defend, indemnify and keep indemnified the Assignee, its affiliates, group companies, directors, partners and employees, agents and representatives, sub-assignees, sub-licensees, successors and assignees of each of the foregoing (collectively referred to as "**Indemnified Parties**") at all times from and against any loss, liability (including statutory liabilities), all actions, proceedings, claims, demands, expense, disputes, damage, judgement, decrees, orders, notices, settlements, costs (including without prejudice to the generality of this provision reasonable legal costs of a solicitor, lawyer, etc.), awards and consequences, reasonable costs and disbursements in connection with investigating or defending any claim or action or proceeding or the imposition of any judgment or settlement as incurred or suffered by any such Indemnified Parties as a result of or arising, directly or indirectly, from (i) breach by the

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Assignor of any terms, conditions, undertakings, representations, warranties or obligations mentioned under this Agreement or arising out of this Agreement; (ii) any failure by the Assignor to perform or comply with any covenant or agreement on the part of the Assignor contained herein; (iii) any fraudulent or willful misconduct by the Assignor in connection with this Agreement; (iv) any third party claim due to or relating to any act or omission attributable to the Assignor; and/or (v) any third party claim arising out of or in connection with alleged infringement of copyright, publicity rights or other Intellectual Property Rights in any of the Assigned Film(s) or any part thereof, claims or actions relating in whole or part to distribution, exploitation or exhibition of any of the Assigned Film(s).

- 6.2. In the event of any such claims arising as mentioned in Clause 6.1 above, the Assignee shall, as reasonably practicable, notify the Assignor of such claims. The Assignor, within 07 (Seven) days from receipt of the Assignee's notice, shall promptly adjust, settle, defend or otherwise dispose of such claims at Assignor's sole cost. If the Assignor does not diligently and continuously pursue any such claims, the Assignee may take such action on behalf of itself and/or as attorney for the Assignor, to adjust, settle, defend or otherwise dispose of such claim, in which case the Assignor shall reimburse the Assignee for any costs and penalties incurred thereof or such other indemnity in the amount thereof. Further, if the Assignor fails to reimburse such costs as incurred by the Assignee, the Assignee shall be further entitled to set off such amounts from the Consideration payable to the Assignor under this Agreement or any other subsequent agreement entered between the Parties.
- 6.3. The Assignee shall further not be responsible for any unfulfilled obligations and liabilities of the Assignor and/or other producer of the Assigned Film(s) towards any person/party, organization and/or Contributors in connection to the production of the Assigned Film(s). In the event the Assignee makes any payments with respect to such unfulfilled obligations and/or liabilities, the Assignor shall indemnify the Assignee for such payments. Further, in event the Assignee is prevented from exercising any of the Assigned Rights of the Assigned Film(s), during the Term of this Agreement, the Assignee shall be entitled to receive full refund from the Assignor of all amounts paid by the Assignee for the Assigned Film(s) as mentioned in Clause 5 of this Agreement, including the Consideration and any other costs and expenses incurred by the Assignee in respect of this Agreement.
- 6.4. The Assignor further agrees and undertakes that in event of any legal action initiated by or against the Assignee and/or its affiliates, directors, partners or representatives with respect to the Assigned Film(s) and/or any of the Assigned Rights of the Assigned Film(s), then the Assignor shall fully cooperate and provide all necessary documents as required by the Assignee.
- 6.5. This Clause 6 shall survive the termination of the Agreement.

7. ROYALTIES:


Any royalties arising on account of or pursuant to the exploitation of the underlying works of the Assigned Film(s) by the Assignee or its sub-assignee(s)/licensee(s)/sub-licensee(s) across the Territory, shall be collected by the Assignee or its sub-assignee(s)/licensee(s)/sub-licensee(s) subject to and in accordance with the provisions of Copyright Act 1957 and Rules thereto (as

amended from time to time through legislative action or judicial interpretation) in the manner prescribed thereunder. The third parties entitled to receive royalties including but not limited to lyricists, composers, authors/owners of any underlying work of the Assigned Film(s) shall be entitled to collect their share of royalties directly from the appropriate copyright society in accordance with applicable law. The Assignor hereby expressly agrees that the Assignee and/or its sub-assignee(s)/licensee(s)/sub-licensee(s) shall in no manner be liable/ responsible to pay the Assignor any royalties pursuant to this clause or this entire Agreement.

8. TERM AND TERMINATION:

- 8.1. **Term:** This Agreement shall come into force from the Effective Date and shall continue to be in force and binding on the Parties in perpetuity, unless terminated prior thereto in accordance with the terms of this Agreement.
- 8.2. **Termination:** The Assignee shall have the right to terminate this Agreement (in whole or with respect to the affected Assigned Film/s) after providing 15 (fifteen) days written notice to the Assignor in the event: (a) the Assignor commits any default and/or breach of any of the terms, conditions, representations, warranties, undertaking and obligations specified under this Agreement; and/or (b) in event of any third-party claim on any of the Assigned Rights of any of the Assigned Film(s). Further, it is expressly agreed between the Parties that the Assignor shall not be entitled to terminate this Agreement in any manner whatsoever.
- 8.3. **Consequences of Termination:** In the event this Agreement is terminated pursuant to clause 8.2, the below mentioned consequences shall follow:
- 8.3.1. The Assignor shall be liable to forthwith refund to the Assignee all amounts already paid by the Assignee to the Assignor under this Agreement, including the Consideration, along with 18% (eighteen percent) interest per annum on such amounts, applicable from the Effective Date till the date of refund of such amount, without prejudice to the other rights and remedies available to the Assignee under the applicable law or equity.
- 8.3.2. Subject to receipt of all amounts as aforesaid and all other cost and expenses incurred by the Assignee, the Assigned Rights of the Assigned Film(s) shall revert to the Assignor.
- 8.3.3. It is hereby clarified that if this Agreement is terminated with respect to any particular Assigned Film/s, the Agreement shall continue to remain in force with respect to the other Assigned Film/s.
- 8.3.4. Termination or expiration of this Agreement shall not terminate the rights of the Parties, which have already accrued or arisen, in particular the right of the Parties to receive any monies as contemplated herein; and the Assignee shall be discharged from all of its obligations under this Agreement.

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8.4. Notwithstanding the termination of this Agreement, the provisions of this Agreement, the nature of which should reasonably require the survival thereof shall survive the termination of this Agreement.

9. SEVERABILITY & AMENDMENTS:

9.1. The invalidity or unenforceability of any one provision of this Agreement shall not invalidate or render unenforceable the assignment of rights hereunder in its entirety and the balance of the provisions in this Agreement shall remain in effect. The Parties agree to substitute in good faith all void or voidable portions or parts thereof by valid provisions. All amendments, modifications, alterations of this Agreement shall be valid and binding only if reduced into writing and executed by all the Parties.

10. ASSIGNMENT:

10.1. The Assignee shall be entitled to assign / license to any person or persons, firm or company the benefits of this Agreement and all or any of the rights hereby assigned to it and to license the exercise thereof and in any such event all the representations, warranties and covenants on the part of the Assignor herein contained shall to the extent of such assignments or grant thereupon inure to the benefit of such assignee or grantee without the Assignor's protest and/or demur. The Assignor shall not be entitled to assign / license any and/or all of its rights and/or obligations as mentioned under this Agreement to any third party.

11. AUTHORITY:

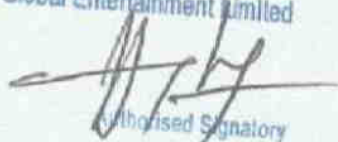
11.1. The Assignor hereby authorizes the Assignee to take any action, legal proceedings or other proceedings to safeguard the Assigned Rights granted under this Agreement, and if required and necessary, the Assignor shall execute documents to enable the Assignee to commence and prosecute and defend such action or proceedings at the Assignor's costs.

12. MISCELLANEOUS TERMS:

12.1. Authorization: The Assignor hereby empowers and authorizes the Assignee to take any lawful action, legal proceedings or other proceedings to safeguard the said Assigned Rights under this Agreement, and if required by the Assignee so to do, the Assignor shall be included as a party to such proceedings to safeguard the said Assigned Rights granted herein. For this purpose, if necessary, the Assignor shall execute such documents/ deeds/ papers/ affidavit/ power of attorney to enable the Assignee to commence, prosecute and defend action/proceedings.

12.2. Confidentiality and Non-Disclosure: Any information that is not publicly available and is provided by one Party to the other Party for the purpose of implementing this Agreement shall not be disclosed by the receiving Party to any third party without the prior written consent of the other Party. The Parties shall treat this Agreement as confidential. No Party, except with prior written approval of the other Party, shall disclose or make any public or other announcements of the transaction covered by this Agreement or any terms thereof. Notwithstanding the foregoing, either Party shall have the right to produce this Agreement or copy thereof before any judicial,

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quasi-judicial or public authority or the police to enforce the Assigned Rights assigned in the Assigned Film(s) under this Agreement against any person. Further, the Assignee shall also have the right to provide copy of this Agreement after redacting the amounts paid to its sub-assignees and/or licensees, as part of link documents to prove ownership in the Assigned Rights of the Assigned Film(s).

- 12.3. Notices: Any notice to be given by either Party to this Agreement shall be in writing and shall be deemed duly served delivered by the prepaid registered post or through a delivery service/courier to the addressee at the addresses set out above or to the email ID as mentioned below. Any notice served by prepaid registered post shall be deemed served five (5) days after posting. In proving a service of any notice, it shall be sufficient to prove in the case of a letter, that such letter was properly stamped, addressed, and placed in the post or delivered or left at the address of addressee given above or subsequently notified for the purposes of this Agreement. If any notice is issued by email, it shall be deemed served at the delivery time recorded in the sender's system when delivered by email.

Email ID of the Assignor: contact@mediaoneglobal.in

Email ID of the Assignee: anand.shankar@erosintl.com

- 12.4. No Waiver: Save and except as expressly provided in this Agreement, no exercise, or failure to exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power, or remedy.
- 12.5. No Partnership, etc. Nothing in this Agreement shall be deemed to constitute a partnership or agency or an association of persons or a body of individuals between the Parties to this Agreement nor constitute any Party the agent of the other Party, or otherwise entitle any Party to have authority to bind the other Parties to this Agreement for any purpose.
- 12.6. No Injunction: Under no circumstances shall the Assignor be entitled to equitable relief or to the right to restrain or enjoin the exploitation of any of the Assigned Film(s) by the Assignee herein or exploitation of any or all of the Assigned Rights granted to the Assignee herein.
- 12.7. Entire Agreement: This Agreement together with all Annexures/ Schedules and documents executed contemporaneously with it or referred to in it, if any, constitutes the entire agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced to writing and signed by or on behalf of a duly authorized representative of each of the Parties.
- 12.8. Counterparts: This Agreement may be executed in two (2) copies, all of which shall be deemed to be an original, but all the two (2) original set of Agreement shall together constitute one and the same Agreement.
- 12.9. Mutual Co-operation: The Parties confirm their intention to co-operate with each other and render all assistance to fulfill the obligations of the Parties contemplated in this Agreement. The Parties

For Mediaone Global Entertainment Limited


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agree from time to time to execute such documents and to do such acts, agreements, matters and things that may be required for the purpose of giving effect to all the provisions of this Agreement. Each Party shall act in good faith towards the other Party.

12.10. Compliance with Law: The Parties shall comply with all applicable laws of India.

12.11. Survival: It is agreed that the provisions relating to representations, warranties, undertakings, indemnity, confidentiality, shall survive the expiration or early termination of this Agreement.

12.12. Governing Laws and Jurisdiction: The rights and obligations of the Parties hereunder and terms and conditions of this Agreement shall be construed according to the laws of India and all matters, claims and disputes arising in respect thereof shall be subject to the exclusive jurisdiction of the appropriate courts at Mumbai, India.

12.13. Stamp Duty: The Stamp duty payable on this Agreement shall be borne and paid solely by the Assignor.

IN WITNESS WHEREOF the Parties hereto have set their hand and seal on the day, month and year first above mentioned.

SIGNED AND DELIVERED

by the within named "Assignor"
MEDIAONE GLOBAL ENTERTAINMENT LTD.
Through its Authorized Signatory
J.JAYAKUMAR
In the presence of: _____

)
) For Mediaone Global Entertainment Limited
) 
) Authorized Signatory
)
)

SIGNED AND DELIVERED

by the within named "Assignee"
EROS INTERNATIONAL MEDIA LIMITED
Through its Authorized Signatory
VIJAY THAKER
In the presence of: _____

)
) For EROS INTERNATIONAL MEDIA LIMITED
) 
) Director / Authorised Signatory
)
)
) SA

ANNEXURE I

DETAILS OF THE ASSIGNED FILM(S)

Sr. No.	Title of the Assigned Film(s)	Original Language	Star Cast	Director
1.	Kochadiyaan	Tamil and theatrically released in Tamil (original language), Telugu (dubbed) and Hindi (dubbed) languages	Rajnikanth, Deepika Padukone & others	Soundarya Rajnikanth
2.	Dhaam Dhoom	Tamil	Jayam Ravi, Kangana Ranawat & others	Jeeva
3.	Modhi Vilayadu	Tamil	Vinay Rai, Kajal Agarwal & others	Saran
4.	Chikku Bhukku	Tamil	Arya, Shreya & others	V. Manikantan
5.	Mirattal	Tamil	Vinay Rai, Sharmila Mandre & others	R. Madesh
6.	Sajni	Tamil	Sameer Datani, Sharmila Mandre & others	Muruges

For Mediavone Global Entertainment Limited

[Handwritten Signature]
Authorised Signatory

Vinay Rai



Director / Authorised Signatory

ANNEXURE II

DELIVERY MATERIALS & TECHNICAL SPECIFICATIONS

1. Film Content of each of the film in a Hard Drive.
2. Laboratory Letters in favour of Assignee for each of the 6 Films.
3. Any other material, that may be requisitioned reasonably by the Assignee.

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ANNEXURE III

DEFINITIONS

1. The expressions "adaptation", "author", "broadcast", "cinematograph film", "communication to the public", "copyright", "composer", "artistic work", "infringing copy", "literary work", "dramatic work", "musical work", "producer", "performance", "plate", "performer", "photograph", "sound recording" and "work" shall have the meanings assigned to them by the provisions of the Copyright Act, 1957, as amended from time to time ("**Copyright Act**") unless otherwise defined under this Agreement. The Assigned Rights which have not been specifically defined shall mean as it has meaning in the film trade and copyrights law prevailing. Further, in no manner the below definitions shall restrict any other rights which are left omitted however it comes under the definition in normal film trade practices or under the prevailing copyright/ media laws.
2. "**Agreement**" means this Assignment Agreement and any and all schedules, annexures and exhibits attached to it or incorporated in it by reference and shall include any amendments or addendums to this Agreement effected in accordance with this Agreement, in writing.
3. "**Contributors**" shall mean and include without limitation, authors, artists, composers, lyricists, performers, singers, directors, musicians, writers, photographers, authors of literary, script writers, dramatic, musical works, photography and all other person(s), which are necessary for the production and completion of the Assigned Film(s).
4. "**Derivative Rights**" shall mean the right to produce the Derivative Works.
5. "**Derivative Work(s)**" shall mean any work based upon the Assigned Film(s) or any characters therefrom or story or other elements thereof, including without limitation, any adaptation or subsequent work based on the Assigned Film(s), sequels, prequels, remakes, novels, comics, television productions, shots, stage plays, internet web series, etc.
6. "**Intellectual Property**" shall mean and include without limitation all forms of intellectual property subsisting under the laws of India and all analogous rights subsisting under the laws of each and every jurisdiction throughout the world. Intellectual Property includes patents, trademarks, service marks, trade names, registered designs, copyrights, rights of privacy and publicity; and other forms of intellectual or industrial property, know how, inventions, formulae, confidential or secret processes, trade secrets, any other protected rights or assets, and any licenses and permission in connection therewith, in each and any part of the world and whether or not registered or registrable and for the full period thereof, and all extensions and renewals thereof, and all applications for registration in connection with the foregoing. "**Intellectual Property Rights**" shall mean all rights arising out of or in relation to the Intellectual Property.
7. "**Link Documents**" shall mean including without limitation, all agreements, arrangements, contracts, title documents, deeds, letters, notices, public notices, duly executed by the Assignor with the Contributors and such other persons and entities directly or indirectly associated with the Assigned Film(s), prior to the execution of this Agreement.

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8. **"Negative Rights"** shall mean lock, stock barrel/total copyrights and accessories together with visual recording on digital medium produced through a process from which a moving image is produced by any means and includes sound recording accompanying such visual recording and/or negative of picture and sound (if any), positives with all other materials, paraphernalia and the rights vested therein, complete ownership of the Assigned Film(s) and covering all commercial and non-commercial exploitation rights in any media, format, mode and in device including Author's/Assignor's rights, title & interest in the Assigned Film(s).
9. **"Territory"** shall mean the entire universe and world.

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