

ENDORSEMENT AGREEMENT

This Endorsement Agreement (the “**Agreement**”) is made and entered into on this day of(the “Effective Date”)

BETWEEN:

<**Name of the Company**>, a company organised and existing under the laws of India and having its registered office at, India (hereinafter referred to as the “**Company**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns);

AND

<**Name of the Company**>, a company organised and existing under the laws of India and having its registered office at, India (hereinafter referred to as the “**Actor**”, which expression shall, unless repugnant to the context or meaning thereof, be deemed to mean and include its successors and permitted assigns.

“Company” and “Actor” shall be individually referred to as Party and collectively as “Parties”.

WHEREAS:

WHEREAS:

- A. The Company desires to promote]..... (“Brand”) and increase sales through various endorsements and requires the Actor to provide the aforesaid services.
- B. The Actor has agreed to render the services to the Company.
- C. The Company and the Actor have agreed to collaborate and work together with respect to the content, promotion and marketing of the brand, on the terms and subject to the conditions of this Agreement.

NOW THEREFORE, in consideration of the premises and mutual covenants hereinafter set forth, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, in addition to the recitals of and the text of this Agreement, the following terms shall, unless the context otherwise requires, have the following meanings:

1.1 Definitions

- 1.1.1 “**Business Day**” means each of Monday, Tuesday, Wednesday, Thursday and Friday, except when any such day occurs on a statutory holiday observed in the Territory.
- 1.1.2 “**Confidential Information**” means any documents, data, or information related to the Buyer’s business that is not generally known to the public including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as:
 - (a) Financial information;
 - (b) Technical information, including but not limited to research, development, procedures, data, designs and technical know-how;

- (c) Business information, including but not limited to products, operations, planning, marketing interests, and products disclosed by the Company to the Actor;
 - (d) Personal information of any customers;
 - (e) All information or data which the Manufacturer has access in connection with performance of the present agreement, whether before or after execution of the present agreement;
- 1.1.3 **“Effective Date”** means the date of signing of this agreement.
- 1.1.4 **“Territory”** means

1.2 Interpretation

- (a) Headings and the table of contents are inserted for convenience only and shall not affect the construction of this Agreement.
- (b) Except where the context requires otherwise, references to Clauses or schedules are to Clauses of or Schedules to this Agreement.
- (c) Where a word or phrase is defined, other parts of speech and grammatical forms of that word or phrase shall have corresponding meanings.
- (d) Words denoting the singular number include the plural number and vice versa; words denoting the masculine gender include the feminine gender.
- (e) Any reference in this Agreement to an agreement or contract includes a reference to that agreement or contract as amended, novated, supplemented, waived, substituted, replaced, renewed or extended from time to time.
- (f) Any reference to a document in the agreed form is to the form of the relevant document agreed between the Parties.
- (g) Time is of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- (h) Any reference to any Party being obliged to “procure” or “cause” any action shall be construed as a reference to that Party being obliged to exercise all rights and powers available to it so as to procure or cause the relevant action.
- (i) All provisions of this Agreement shall be interpreted and construed in accordance with their meanings, and not strictly for or against either Party, regardless of which Party may have drafted this Agreement or a specific provision.

2. COLLABORATION

2.1 The Parties agree to work together in good faith with respect to the content development, promotion and marketing of the Brand.

2.2 In consideration of the payment, the Actor agrees to provide the services to the company, and the Company agrees to accept the Services from the Actor to develop, endorse, promote and market the Product in accordance with the terms of this agreement.

3. OBLIGATIONS OF THE ACTOR

3.1 The Actor agrees to provide the following services to the Company in the territory:

- (a) To review and confirm the accuracy of the content developed in relation to the Brand;

- (b) To permit the Company to use the Actor's name and likeness as part of the Brand and to advertise and promote the Brand;
- (c) To endorse the Brand through various forms of media including but not limited to television, offline and online publications, without revealing of the identity of the actor and to the extent reasonably agreed between the parties; and
- (d) Such additional contribution as may be reasonably required for the success of the Brand.

3.2 During the term of this agreement, the Actor agrees:

- (a) To provide the services with all due care, skill and ability and use all reasonable endeavours to promote the Brand in the interests of both parties; and
- (b) Unless prevented by ill health or accident, to devote such time and attention as is required to effectively carry out the services.

3.3 The Actor:

- (a) Confirms that they have full authority to enter into and perform this agreement and that they are not bound by any previous agreement which adversely affects this agreement;
- (b) Confirms that the Services will not contain any obscene or defamatory material and will not expose the Company to criminal or civil proceedings, except where any material is included at the request of the Company or any other third party engaged by the Company;
- (c) Agrees that the Company shall be entitled to use and permit the use of the Actor's name, biography, photograph and fair likeness for the purposes of promoting and advertising the Brand during the term of this agreement;
- (d) Agrees not to participate in activities which would prejudice the goodwill and reputation of the Company and/or the Brand during the term of the agreement and for a period of months after the date of such termination;
- (e) Agrees not to take or engage in any action or conduct in the territory which would impugn their character or reputation or that of their work;
- (f) Confirms that they shall be responsible for their own tax due under this agreement;
- (g) Agrees to comply with all the laws and regulations in force at such places and locations at which they are required to attend in connection with providing the services;
- (h) Agree that they shall not disclose or otherwise reveal directly or indirectly anything under this agreement on their social media platforms or to display and link in their or as part of their professional portfolio;
- (i) Acknowledges that the final editorial decision in respect of the advertisements, promotions and other material created under this agreement in respect of the Brand shall be at the sole discretion of the Company subject to the undertakings given in the agreement;
- (j) Grants the right to the Company to name them differently, according to the requirements for the Brand;
- (k) Undertakes not to develop, endorse or promote any other Brand which is substantially similar in purpose to the Brand; and
- (l) Undertakes to comply with the advice of the Company in arranging the development and promotion of the Brand.

3.4 The Actor grants to the Company the right to use and reproduce and to authorize others to do so, photographs, reproductions of the Actor's likeness and recordings of their voice made while rendering the Services and the Actor's name, autograph and biography in each case for and in connection with the promotion and commercial exploitation of the Product in such manner and media for such purposes as the Company may reasonably require.

3.5 Nothing in this Agreement shall prevent the Actor from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the term of this agreement, provided that:

(a) such activity does not cause a breach of any of the Actor's obligations under this agreement; and

(b) the Actor shall not engage in any such activity if it related to a business which is competitive with the Brand or the business of the company.

4. OBLIGATIONS OF THE COMPANY

The Company:

- (a) Acknowledges that the Actor shall be entitled, upon reasonable request, to be provided at the Company's cost with a copy of any material produced under this Agreement which it is intended to release to the public, in connection with the Product, including any publicity, advertising, promotional and marketing material in the possession or under the control of the company featuring or relating to the Actor;
- (b) Undertakes not to disclose any material nor make any statement, whether true or not, concerning the Actor's private life, politics and personal views to the media (including newspapers, television and radio) at any time without the prior written consent of the Actor;
- (c) Agrees that the Actor will not be requested to be involved in any work which would impugn the character or reputation of the Celebrity in respect of the provision of the Services under this agreement;
- (d) Undertakes that it shall use all reasonable endeavours to ensure that no material produced under this Agreement will infringe the Intellectual Property Rights of any third party;
- (e) Confirms that it has full authority to enter into and perform this agreement and that it is not bound by any previous agreement which adversely affects this agreement.

5. PAYMENT

5.1 In consideration of the Services, the Company agrees to make a payment to the Actor in accordance with the provisions of this clause and Schedule A. Actor acknowledges that the agreed upon compensation represents Actor's entire compensation with respect to this agreement and Company shall have no other obligation for any other compensation to or expenses or costs incurred by Actor in connection with the performance of its obligations under this agreement.

5.2 Payment maybe made by (modes of payment) within 10 (ten) business days after the agreed date.

6. INTELLECTUAL PROPERTY RIGHTS

6.1 Subject to the clauses 6.2 and 6.3, the Actor assigns to the Company all present and future intellectual property rights in the territory in all media for the purpose of this agreement for the full period of those Intellectual Property Rights and any extensions and renewals.

6.2 The Company shall be entitled to use any of the material produced or created as a result of the provision of the Services or as part of the Brand in which the Actor appears in sound or vision for the endorsement, promotion, advertising or marketing of the Product anywhere in the Territory but not for any other purposes.

6.3 Subject to the provisions of this Agreement, the Company agrees that all Intellectual Property Rights in the Actor's name and image in the Territory shall be the sole and exclusive property of the Actor.

6.4 Each Party shall immediately give written notice to the other Party of any actual, threatened or suspected infringement of the other Party's Intellectual Property Rights in the Territory.

7. INDEMNITY

7.1 The Actor undertakes to indemnify the Company against all liabilities, claims, demands, actions, costs, damages or loss arising out of any breach by the Actor of any terms of this agreement.

7.2 In the event of any claim, dispute, action, writ or summons in connection with clause 7.1, the Actor agrees to provide full details to the Company at the earliest opportunity and shall settle any such matter without first consulting the Company.

7.3 In the event of any legal proceedings being commenced by any third party against the Company or the Actor or both in respect of any material under the agreement, then written notice shall immediately be given to the other on such occasion. Both parties shall assist each other as may reasonably be required to settle or defend such action. Each Party shall bear its own legal costs.

8. CONFIDENTIALITY

8.1 Neither Party shall (except in the proper course of their duties), either during the term of this Agreement or at any time after its termination, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information.

8.2 The restriction in Clause 8.1 does not apply to:

- (a) Any use or disclosure authorised by the party to whom the disclosure relates;

- (b) Any use or disclosure required by law, by any government or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible;
- (c) Any information which is already in, or comes into, the public domain otherwise than through the disclosing party's unauthorised disclosure; or
- (d) Any use by or disclosure made to legal advisors or any bona fide prospective purchaser or subscriber who is intending to acquire shares in the Company by way of purchase or subscription.

9. TERMINATION

Each Party may terminate this Agreement by givingmonths' prior written notice to the other Party. The Company may terminate this agreement immediately upon giving written notice if the Actor takes or engages in any action or conduct that brings her or the Company into disrepute. The Parties may also terminate this agreement by mutual written agreement.

10. CONSEQUENCES OF TERMINATION

Upon Termination:

- (a) The provisions of clauses 3.3 (d), 3.3 (e), 7 (Indemnity), 9 (Confidentiality), this clause, and clauses 11 (No Partnership or Employment) to 15 (Governing Law and Dispute Resolution) shall continue in force in accordance with their respective terms.
- (b) The Company will own and retain all Intellectual Property Rights produced as a result of the development of the Product and provision of the services;
- (c) The Company will be entitled to continue to use the name, autograph, likeness of the Actor for a period of 6 (six) months from the date of termination.

11. NO PARTNERSHIP OR EMPLOYMENT

This agreement shall not be deemed to create any partnership, agency or employment relationship between the parties.

12. GENERAL TERMS

12.1 This Agreement and the documents referred to in it contain the whole agreement between the parties relating to the transactions contemplated by this agreement and supersedes all previous agreements between the parties relating to these transactions.

12.2 Each party acknowledges that in entering into this agreement it has not relied on any representation, warranty, agreement, statement or other assurance (except those set out in this agreement) made by or on behalf of any party and that (in the absence of fraud) it will not have, and it hereby explicitly waives any right or remedy arising out of any representation, warranty, agreement, statement or other assurance not set out in this agreement.

12.3 Unless otherwise provided for in this agreement, no variation or amendment or agreed termination of this agreement shall be of any force or effect unless in writing and signed by each party.

12.4 Any failure to exercise or any delay in exercising any right or remedy under this agreement shall not constitute a waiver of that right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy under this agreement will prevent any further exercise of that right or remedy or the exercise of any other right or remedy.

12.5 This agreement is agreement is personal to the parties and no party shall, without the prior written consent of each other party, assign, declare itself as trustee or otherwise dispose of or sub-contract, delegate, mortgage or charge any interest under this agreement. No party shall sub-contract or delegate in any manner any or all of its obligations under this agreement to any third party or agent. Each party is acting on its own behalf and not for the benefit of any other person.

13. NOTICES

13.1 Any notice or other communication under or in connection with this agreement shall be in writing and shall be delivered personally, electronically or by commercial courier to the parties due to receive the notice or communication at its address set out above or at such other address as the relevant party may specify by notice in writing to the other parties.

Company:

Name:

Designation:

Address:

Email id:

Actor:

Name:

Address:

Email id:

13.2 Any notice or other communication shall be deemed to have been duly given if delivered:

- (a) Personally, when left at the address referred to in the immediately preceding clause;
- (b) Electronically, when a delivery confirmation report is received by the sender, which records the time that the email was delivered to the addressee's last notified email address (unless the sender receives a delivery failure notification, indicating that the electronic mail has not been delivered to the addressee);
- (c) By commercial courier, on the date of signature of the courier's receipt.

14. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original, but the counterparts together shall constitute one and the same instrument.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed the laws of India.

15.2 The parties irrevocably agree that the courts of shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

15.3 Any dispute, controversy or claim arising out of or in connection with the Agreement shall be attempted to be first resolved through discussions between the Parties. If the dispute is not resolved, it shall be resolved and finally resolved by arbitration in accordance with the substantive provisions of the Arbitration and Conciliation Act, 1996 (as amended from time to time). The arbitrator shall be appointed by the Company.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their representatives duly hereinto authorised, intended to be legally bound hereby, as of the day and year first above written.

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Draft - legal@cumira.com

SCHEDULE A
PAYMENT SCALE

Content shot	Number of Videos	Amount (INR)
By the Actor		
By the Company		

Draft - legal@aumirah.com