

MY TALKIES

DIGITAL RIGHTS HOLDER AFFIDAVIT, DECLARATION, UNDERTAKING & INDEMNITY

This Affidavit is made and digitally executed by the Producer(s), Co-Producer(s), Production House, Authorised Representative(s), Assignee(s), Licensee(s) and/or lawful Rights Holder(s) of the Film identified below ("Rights Holder").

A. RIGHTS HOLDER DETAILS

Name / Legal Entity: _____

PAN / CIN / Registration No.: _____

Registered / Residential Address: _____

Mobile / Email: _____

B. FILM DETAILS

Film Title: _____

Original Language: _____ Year: _____

Production House: _____

Producer(s): _____

Director: _____ Genre: _____

Running Time: _____ CBFC No./Date: _____

1. DEFINITIONS

"Film" means the cinematograph film identified above, including all versions, edits, dubbed/subtitled versions, trailers, teasers, artwork, posters, stills, promotional materials and other assets submitted to My Talkies. "My Talkies" means the digital film/OTT platform operated, managed, distributed or made available under the My Talkies service. "Platform Parties" means My Talkies, Kerala Film Chamber of Commerce (KFCC), ABC Talkies and their respective directors, officers, employees, affiliates, representatives, consultants, agents, distributors, service providers, successors and permitted assigns.

2. OWNERSHIP, AUTHORITY & CHAIN OF TITLE

- I/We represent and warrant that I/we am/are the lawful Producer(s), Co-Producer(s), Production House and/or authorised Rights Holder(s) of the Film and have full authority to submit the Film and grant/make available the Rights agreed with My Talkies.
- All Rights represented as available are valid, subsisting, enforceable and free from any undisclosed assignment, licence, charge, lien, pledge, encumbrance, claim or adverse interest.
- Where ownership is shared, all relevant owners have consented to the submission and exploitation of the Film. An authorised representative confirms that valid authority has been obtained and shall be retained.
- I/We shall provide, upon reasonable request, agreements, assignments, licences, NOCs, copyright records and other documents reasonably required to establish title.

My Talkies may suspend onboarding or publication until satisfactory title documentation is provided.

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CORE RIGHTS, CLEARANCES & CONTINUING UNDERTAKINGS

3. RIGHTS MADE AVAILABLE

I/We confirm that the Rights made available to My Talkies are those specified in the applicable commercial agreement, onboarding form or rights schedule, including the agreed territory, language(s), platform(s), digital medium, duration, exclusivity/non-exclusivity, monetisation and promotional rights. Any restriction or prior commitment affecting such Rights must be disclosed in writing before onboarding.

4. COPYRIGHT & INTELLECTUAL PROPERTY

- I/We represent and warrant that the Film and the Rights made available do not knowingly infringe any copyright, trademark, design, personality, publicity, privacy or other intellectual property rights of any third party.
- All scripts, stories, dialogues, lyrics, compositions, background scores, sound recordings, photographs, artwork, graphics, animations, stock/archival material and other protected works have been lawfully created, acquired, assigned or licensed for the agreed exploitation.
- All trademarks, brands, products, locations and third-party materials appearing in the Film have been lawfully used or cleared.

5. MUSIC & SOUND RECORDINGS

I/We specifically warrant that all music and sound recordings have been cleared for the Rights made available to My Talkies, including, where applicable, synchronisation, master, publishing, composer, lyricist, performer, mechanical, communication-to-the-public and public-performance rights. There are no undisclosed royalty, licence-fee or other payment claims that would restrict the agreed digital exploitation.

6. ARTISTS, CONTRIBUTORS & RELEASES

I/We warrant that all necessary permissions, assignments, releases and consents have been obtained from actors, directors, writers, screenwriters, dialogue writers, musicians, composers, lyricists, singers, editors, cinematographers, technicians, dancers, voice/dubbing artists, child artists, models, performers and all other contributors whose rights or consents are legally or contractually required.

7. NO CONFLICTING RIGHTS / ENCUMBRANCES

- The Rights made available have not been previously granted to any third party in a manner inconsistent with My Talkies' agreed Rights.
- The Rights are not subject to any undisclosed mortgage, charge, lien, pledge, security interest or ownership dispute.
- I/We shall not subsequently grant conflicting Rights during the applicable term.

8. LITIGATION & DISCLOSURE

As of execution, there is no undisclosed litigation, arbitration, injunction, stay, notice, claim, investigation or proceeding materially restricting the agreed exploitation. I/We shall notify My Talkies promptly, and in any event within 48 hours of becoming aware, of any claim, notice, demand, dispute or threatened action relating to the Film or Rights.

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INDEMNITY, PROTECTION & PLATFORM RIGHTS

9. CONTINUING REPRESENTATIONS

All representations, warranties and undertakings in this Affidavit are continuing throughout the period during which My Talkies exploits or makes the Film available. If any representation becomes inaccurate, incomplete or misleading, I/We shall immediately notify My Talkies and take all necessary corrective steps.

10. VERIFICATION & SUSPENSION / DELISTING

I/We authorise My Talkies to undertake reasonable verification of ownership, title and Rights. My Talkies may suspend, disable, delist or remove the Film, in whole or in part, where a rights dispute or third-party claim arises, satisfactory title is not established, any declaration is false/misleading, or continued exploitation may expose a Platform Party to legal, financial or reputational risk. Such action shall not limit the Rights Holder's indemnity obligations.

11. STRONG INDEMNITY

I/We jointly and severally, irrevocably and unconditionally agree to indemnify, defend and hold harmless My Talkies, KFCC, ABC Talkies and all Platform Parties from and against all claims, complaints, demands, actions, proceedings, investigations, notices, liabilities, losses, damages, penalties, settlements, costs and expenses arising out of or relating to:

- any breach of this Affidavit or any false, inaccurate, incomplete or misleading declaration;
- any defect or failure in title or authority to grant/make available the Rights;
- copyright, trademark, design, personality, publicity, privacy or other intellectual-property claims;
- music, sound recording, publishing, synchronisation, royalty, residual or remuneration claims;
- claims by any producer, co-producer, investor, financier, distributor, broadcaster, OTT platform, exhibitor, music company, artist, contributor or other third party;
- any prior assignment, licence, charge, lien, pledge, encumbrance or conflicting contractual obligation;
- failure to obtain any consent, licence, release, NOC, approval or statutory/contractual clearance;
- governmental, regulatory or court proceedings arising from the Rights Holder's acts or omissions; and
- any inaccurate metadata, ownership information or documentation supplied to My Talkies.

12. LEGAL & PROFESSIONAL COSTS

The indemnity includes reasonable advocate/solicitor fees, court and arbitration costs, investigation and expert costs, notice-response costs, settlement amounts, damages and penalties to the extent legally recoverable, and reasonable costs of suspension, takedown, delisting, replacement, restoration and mitigation.

13. DEFENCE & REIMBURSEMENT

The Rights Holder shall, at its own cost, promptly defend or resolve third-party claims. My Talkies may participate, appoint independent counsel, take protective action, suspend/remove the Film and, where necessary to protect its interests, assume control of the defence. No settlement imposing liability or obligations on a Platform Party may be made without its prior written consent.

Any indemnified amount incurred by My Talkies or a Platform Party shall be reimbursed within seven (7) days of written demand with reasonable supporting documentation, without requiring a prior final court judgment.

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DIGITAL EXECUTION, VERIFICATION & FINAL DECLARATION

14. NO CAP; SURVIVAL

The indemnity shall not be subject to any monetary cap except to the extent mandatorily required by applicable law. It shall survive expiry or termination of the Rights/commercial arrangement, removal or delisting of the Film, termination of this Affidavit and any subsequent transfer or cessation of Rights, for the maximum period permitted by applicable law in respect of claims arising from the exploitation period.

15. JOINT & SEVERAL RESPONSIBILITY

Where more than one Producer, Co-Producer or Rights Holder signs, their obligations under this Affidavit shall be joint and several, irrespective of internal ownership, revenue-sharing or other arrangements.

16. ACCURACY, COMPLIANCE & RELIANCE

- All information, metadata and documents submitted to My Talkies are true, complete, genuine and current, and no material fact affecting the Rights has been concealed.
- I/We remain responsible for all statutory and contractual obligations relating to the Film and its underlying rights.
- I/We acknowledge that My Talkies is entitled to rely upon this Affidavit, the submitted documents and the applicable written commercial arrangement. Oral statements shall not override this Affidavit unless expressly agreed in writing.

17. ELECTRONIC EXECUTION & RECORD

I/We expressly consent to this Affidavit being executed and accepted electronically through the My Talkies portal, including by electronic signature, digital signature, OTP/e-sign or other legally recognised electronic authentication method. I/We agree that the electronic record, signature/authentication data, date/time stamp, IP/device details and audit trail maintained by the portal may be retained and relied upon as evidence of execution, subject to applicable law.

18. GOVERNING LAW & JURISDICTION

This Affidavit shall be governed by the laws of India. Subject to any dispute-resolution mechanism in the applicable commercial agreement, courts having appropriate jurisdiction at _____, Kerala, shall have jurisdiction.

19. FINAL DECLARATION & VERIFICATION

I/We solemnly affirm, declare and undertake that the statements made in this Affidavit are true and correct to the best of my/our knowledge and belief; no material information has been concealed; I/we have full authority to make these declarations; and the Rights represented as available to My Talkies are lawfully available. I/We understand that a false, misleading or fraudulent declaration may result in rejection, suspension or removal of the Film, termination of the commercial arrangement, recovery of losses and expenses, and other remedies available under applicable law.

DIGITAL SIGNATURE / ACCEPTANCE

Rights Holder / Deponent Name: _____

Email / Mobile: _____

Film Title: _____

Digital Signature / E-Sign / OTP Authentication: [ACCEPT & SIGN]

Date & Time of Execution: _____ Place: _____

Portal Transaction / Audit ID: _____

By clicking "ACCEPT & SIGN", I/We confirm that I/We have read, understood and voluntarily agreed to be bound by this Affidavit, including the representations, undertakings and indemnity contained herein.

Important: This digital form is intended as a rights-holder declaration and electronic undertaking. Where any particular transaction or applicable law requires notarisation, attestation, stamping or a sworn affidavit before an authorised officer, the same shall be completed separately.