



State of \_\_\_\_\_ (To be filled by client)

## **FREELANCE CONTRACT**

This Freelance Contract ("this Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (the "Effective Date") by and between Mayukh Sarkar (Passport No. Y8127256), and \_\_\_\_\_ (Client Name) \_\_\_\_\_ (Client Identification) located at \_\_\_\_\_.

Client and the Independent Contractor may each be referred to in this agreement as a "Party" and collectively as Parties.

### **Services**

Mayukh Sarkar (Freelancer/Independent Contractor) will provide the client the services as described in Exhibit A of this agreement.

### **Independent Contractor**

The parties agree and acknowledge that the independent contractor is an independent contractor and is not, for any purpose, an employee of the client. Independent Contractor does not have any authority to enter into agreements or contracts on behalf of the client. Independent Contractor shall not be entitled to any of Client's benefits including but not limited to, coverage under medical, insurance, unemployment compensation, social security tax, withholding tax or other taxes or withholdings for or on behalf of the independent contractor in connection to the services under this agreement. Nothing contained in this agreement shall be deemed or construed by the Parties to create the relationship of a partnership, a joint venture or any other fiduciary relationship.

### **Compensation**

Mayukh Sarkar (Independent Contractor) shall be compensated for his services by Client as set forth in Exhibit B of this Agreement. Mayukh Sarkar agrees to make any revisions, additions, deletions or modifications as requested by the Client as long as the requests are within the exclusivity period or duration of the contract. No additional fees will be paid to the contractor in that regards.

### **Personnel**

Client agrees that all work product developed by Mayukh Sarkar during the duration of the contract or before contract activation but falls within the scope and jurisdiction of the contract will be owned by Mayukh Sarkar as per various international copyright, patent laws and regulations.

### **Protection of Confidentiality**

Client agrees that the nature of the service provided does not require the client to provide any information that is not related to the service provided by Mayukh Sarkar. Client information can be broadly classified as any information that has commercial value and unauthorized disclosure of which could be detrimental to the interests of the client. Mayukh Sarkar acknowledges that he will not be asking for any such information other than those that is absolutely necessary for the purpose of the work that he is doing. Client agrees that they cannot accuse Mayukh Sarkar of any confidentiality violations as long as there is no physical or electronic evidence of him doing the same or in other words sharing of information with any third party. Furthermore, Mayukh Sarkar agrees to full disclosure of the specifications of the systems that will be used for any kind of communication or sharing of information with the client so that the client can fully monitor every activity and logs within those systems.

Mayukh Sarkar agrees that he has no rights over any of the Client's property including but not limited to client's systems, drawings, drafts, notes, designs, computer media, electronic files and lists. It is up to the client to decide what they want to share as per their discretion for the purpose of the work that he is doing. Mayukh Sarkar will try his best not to disclose any such property with third party.

### **Representations**

Mayukh Sarkar agrees that he has full power and authority to enter into the agreement by himself and is not represented by anyone else. Client agrees to stay cautious of any third party claiming otherwise. Mayukh Sarkar will not be held accountable of any damages incurred by the client due to such misrepresentations.

### **Terms of Activation and Termination**

Both Mayukh Sarkar and the client agrees that the contract will be effective and activated once:

- the contract is signed and stamped by the client after reading the terms and conditions in "Terms and Conditions" page as well as within the contract.
- the contract is sent via email to [mayukh.sarkar@msartsandconsultancy.com](mailto:mayukh.sarkar@msartsandconsultancy.com) through the official email id of the person signing the contract along with a government id proof.
- a response is received from Mayukh Sarkar within two weeks acknowledging the contract and sharing his government id proof(passport) and bank details.

-the payment as per the terms of the contract is made by the client and confirmation screenshot of the payment is send to [mayukh.sarkar@msartsandconsultancy.com](mailto:mayukh.sarkar@msartsandconsultancy.com)

-the receival of the payment is confirmed by Mayukh Sarkar

-the same contract is signed by him and shared through [mayukh.sarkar@msartsandconsultancy.com](mailto:mayukh.sarkar@msartsandconsultancy.com) to the client along with a photo of him signing the contract.

The date of contract activation is to be filled by Mayukh Sarkar when he is signing the contract.

The client agrees that once the contract is activated, it cannot be terminated by the client before the end date, no matter what the circumstances. Mayukh Sarkar will have the right to terminate the contract under certain situations as defined in Exhibit A of this agreement. No refund will be given in those circumstances. Furthermore, the client agrees that if any of the situations as defined in Exhibit A arises, the client or any other third party will no longer be able to commercialize/ monetize any of the work done during the tenure of the contract or before the contract activation but falls within the scope and jurisdiction of the contract. "Commercialization" can be defined as using the work to earn money.

#### **Governing law**

This contract (agreement) shall be governed by and construed in accordance with the laws of the State of \_\_\_\_\_ (to be filled by the client). The parties' consent to exclusive jurisdiction and venue in federal and state courts sitting in \_\_\_\_\_  
(to be filled by the client).

#### **Entire Agreement**

This agreement, including the Exhibits, constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied written or oral.

#### **Contractor's Remedy**

Contractor's Remedy, if any, for any breach of this agreement shall be solely in terms of damages(money) and Contractor will look solely to Client for recovery of the damages(money).

#### **Time**

Both parties agree that time is of essence in this agreement.

#### **Notice**

No notice or request with regards to amendment of this agreement shall be entertained no matter what the circumstances.

## **EXHIBIT A**

**Exclusivity (Contract length):** 11 years

### **Description of the services**

The following services will be provided by Mayukh Sarkar as part of this contract ("this agreement").

1. 5 movies
2. End to end movie delivery
3. End to end recruitment process ( Technical team, Acting and Logistics team, Security Team(Physical and Cyber), Management Team.)

### **Additional terms and conditions**

The client agrees to the following terms and conditions:

1. Any visa arrangements required for Mayukh Sarkar for the purpose of this work are to be taken care of by the client.
2. Any expenses incurred in terms of transportation, accommodation and conveyance with regards to any kind of promotional events are to be taken care of and bore by the client and will not be a part of the professional fee.
3. No further information regarding the process of development of the scripts will be shared or entertained. Once the initial draft is created, the client can make or request Mayukh Sarkar to make modifications to the script based on their experience or to align more to certain cultures based on their needs, but it would be highly recommended not to tamper with the flow or sequence of scenes in the script as that is where its value proposition lies.
4. Mayukh Sarkar will not be changing his name no matter what the circumstances.
5. Mayukh Sarkar will not be using steroids of any form.
6. Mayukh Sarkar smokes occasionally but is cordial and professional enough to understand when to, when not to, where to, where not to. No unwanted drama with regards to the same will be tolerated.
7. Mayukh Sarkar reserves the right to determine the credibility of a client based on certain parameters and controls. His decision regarding the same will be deemed as final.
8. Recruitment process at least on a surface level will be discussed with the client either online or in person before contracts are signed. Investors from Siberia, Greenland(Denmark), Japan would be preferred.
9. The client or any other third party will lose all right to monetize on Mayukh Sarkar or any of his work in the following scenarios:
  - Unfortunate events leading to critical or permanent physical or mental damage of any kind to Mayukh Sarkar.
  - Mayukh Sarkar's death or disappearance.

**EXHIBIT B**

**Description of Payment**

The client will be paying Mayukh Sarkar the following amount for his services:

Total Payment: 470,30,000 USD or equivalent + GST (nation specific)

Breakdown of the total payment:

Professional Fee:400,30,000 USD or equivalent

Donation and support towards charitable organizations: 70,00,000 USD or equivalent.

Goods and Service Tax: To be determined as per the tax laws of that country.

**Terms and Conditions of Payment**

1. The professional fee is needed to be paid upfront without which the contract will not be activated.
2. The amount reserved for donation and support towards charitable organizations can either be paid to Mayukh Sarkar or the client can make the donation on his behalf. Mayukh Sarkar is fine with either, as long as a press release is done of him doing the same.

**CLIENT**

**FREELANCER/CONTRACTOR**

\_\_\_\_\_  
(Name as per Passport or Govt. issued id)

MAYUKH SARKAR  
(Name as per Passport)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

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(Official Stamp)

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(Designation)

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(Official email address)