

3-D ANIMATION VIDEO CONTRACT

This 3-D Animation Video Contract (the "Contract") is made on <date>, ('Effective Date') by and between:

- A. <Name of the Client>, having its office at _____ hereinafter referred as the "Client")
- B. <Name of the Supplier>, having its office at _____ hereinafter referred to as the "Supplier")

WHEREAS

- Client
- _____ s and



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- _____ and _____
- _____ of _____
- _____ ('Animation _____')
- _____
- 1.1.3 _____ approximately <...> minutes _____ planning. Reasonable _____
- 1.1.4 Supplier _____ over and music for the video. Supplier shall _____ the voice over and music for the Client.
- 1.1.5 As and when each _____ by the Supplier, it shall be sent to Client immediately for approval. _____ include individual sketches, infrastructural models etc. which shall _____ Client each and every three-four days. Any revisions/additions shall be _____ by Client in advance prior to final video presentation.
- 1.1.6 Notwithstanding the descriptions of Scope of Work given herein, the services shall include all other work necessary to meet the Client's requirements for the Animation Project.

1.1.7 Supplier shall allow in the cost of visiting the site for meeting the requirements of the Client for facilitation taking video and photographs for the requirements and related activities with Clients etc.

1.1.8 Supplier shall ensure the touch ups between the video as per the Client requirements.

1.1.9 Supplier shall ensure that the work does not conform to the designs accepted by the Client. Any variation resulting from the services provided shall be within a reasonable variation in our work. However, any changes in the scope of work shall be at the Client's expense.

2. **Client's Obligations**
2.1 Client shall provide all the necessary information required with



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2.2 Supplier shall perform the services efficiently and effectively. Supplier shall ensure that the services provided under this contract shall be in accordance with the professional standards and as adopted by the industry.

2.3.3 In the event of any dissatisfaction with the services provided within the Scope of Work, the Client shall notify the Supplier. Supplier guarantees to the Client that he shall rectify the deficiencies in the services at its own cost.

2.4 **Exclusive Use:** The Services provided shall be for the sole benefit and exclusive use of the Client on its Animation Project.

3. Fees

3.1 Contract price for completing the Scope of Work by Supplier in accordance with the requirements of the Client shall be a total sum of <in numerical>/- (in words).

3.2 Client shall pay to Supplier on each undisputed invoice accepted by Client after the receipt of invoice as per below mentioned payment terms. Client has the right to inspect the Scope of Work and to validate the satisfactory completion of each phase of work prior to processing the payments.

- 3.3 Client shall pay according to the following:
- 20% upon signing the Contract
 - 30% on delivery of the video with voice over
 - 50% final delivery of the video high resolution with selected voice over and music background

<or such other payment

4. Completion

Supplier shall be instructed in advance by the Client for any reason within 10 days as to the amount of work that the Client requires.



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- 5.2 Supplier shall be responsible for any material, in relation to the work, for purposes not related to the work.

6. Liability

6.1 Liability: Supplier shall be liable for any damage, claims, charges, or costs which are directly or indirectly caused by negligence, wilful, misconduct or other fault, unless such damage, claims, charges, or costs are out of control of the Supplier (Force Majeure).

6.2 Indemnity: Supplier agrees to hold Client harmless from any and all claims, actions, damages, costs or expenses arising out of the acts or omissions of Supplier, its employees, agents or subcontractors with regard to the performance or omission of any of Supplier's duties and obligations under this Contract. The indemnity extends to any claims asserted by any subsequent owner or third Party alleging improper or defective workmanship, materials in any work done or services provided by Supplier.

6.3 Supplier shall maintain professional indemnity insurance & insurances for carrying out the Services, insurance adequate to cover its liabilities including public liability, and

compliance with workers' compensation obligations and to fulfil any requirements of the Client or government bodies.

7. Termination

7.1 This Contract may be terminated by either Party giving 7 calendar days written notice of such termination to the other Party in the event of a material breach by the other Party. "Material breach" shall mean (i) a breach of any material term of Contract (ii) any other breach that a Party reasonably believes to be material after receipt of written notice by the other Party (iii) the insolvency, liquidation or any key person performing the Services under the Contract or such key person becoming unavailable (iv) an act of gross negligence, fraud, or willful misconduct (v) liquidation or bankruptcy of either Party.

7.2 In the event of termination of this Contract by either Party, the Supplier shall pay by the Supplier to the Client all amounts due to the Client under this Contract.



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8. Assignment. The Supplier shall not assign, subcontract, delegate or otherwise dispose of its obligations under this Contract without the prior written consent of the Client's principal.

9. Severability

Should any provision of this Contract be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions may be modified by such court in compliance with the law governing the Contract. The intent of the Parties and enforced as modified. All other terms and conditions of this Contract shall remain in full force and effect and shall be construed in accordance with the unmodified provision.

10. Independent Contractor

Supplier agrees that all Services will be rendered by it as an independent contractor and that this Contract does not create a Client-employee relationship between the Supplier and the Client. This Contract does not authorize Supplier to act for the Client as its agent or to make commitments on behalf of the Client.

11. Force Majeure

11.1 Either Party shall be excused from delay or failure in performance required hereunder if caused by reason of any contingency beyond its reasonable control, including, but not limited to, war, fire, insurrection, strikes, lock-outs or other serious labor disputes, floods, explosions or other acts of nature.

11.2 The obligations and performance shall be extended on a day-to-day basis for the time period of such interruption. When such events have abated, performance shall resume.

11.3 In the event such interruption continues for a period in excess of 7 days, the Party shall terminate this Contract upon 7 days written notice to the other Party.

12.



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13.2 All communications relating to this Contract shall be in the written form and shall be subject to the written terms, conditions, and subject to the terms and conditions of the contract.

14. General

14.1 **Notice :** Unless otherwise specified, all notices or other communication relating to this Contract shall be in the English language, and shall be deemed given on the date of receipt of a facsimile, provided the sender can prove the date of successful transmission before 5:00 p.m. on a business day of the receiving Party. (a) (i) delivered in person or by recognized international courier service, (b) addressed to such Party as mentioned above or to such other address as may be hereafter designated by a Party after providing written notice to the other Party. All notices or other communication sent by facsimile and received after 5:00 p.m. on a business day of the receiving Party shall be deemed given on the next following business day of the receiving Party.

14.2 **Entire Contract:** This Contract together with the annexures constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and

Annexure 1

Timeline for the Animation Project

1. Supplier shall provide the deliverables no later than *<date>* for review.
2. Supplier shall have the final decision and voice over accepted.



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