



MEMBERSHIP / AUTHORISATION FORM

FOR PRODUCER

Name of PRODUCER: _____

Name of the Company / Firm /Banner: _____

Address: _____

Contact No(s): _____

Email: _____

Work : **Cinematograph Film Work**

Contents : Feature Films with Censor certificates.

EXHIBIT 1

Title of Cinematograph Film(s)	Star Cast	Year	Language

(Please attach a separate sheet, if space provided is insufficient). If any further details and / or link documents required, CINEFIL reserve the right to revert accordingly.

Name of the Company / Firm / Banner, or an individual represented by the Author of Cinematograph Film/ Producer / First Owner (Audio), having its/his/her principal place of business as specified below and as stated in the Membership / Authorisation & Licensing Form (hereinafter referred to as the "Second Part" / "Licensor" / "Author of Cinematograph Film Works" / "Producer" / "First Owner"), as detailed in **Annexure A**, together with the catalogue of Cinematograph Film (Video) set out in **Exhibit 1**, for the purposes of collection, distribution, and enforcement of public performance royalties in respect of Cinematograph Films, both in India and overseas, arising from communication to the public under Section 2(ff) of the Copyright Act, 1957, by Cinefil Producers Performance Ltd (First Part). The said Membership / Authorisation & Licensing Form shall form an integral part of this Agreement, and this Agreement is executed in full acceptance thereof.

Signature : PRODUCER

Name :

Date & Place :

Two passport size photographs whoever signing the membership Form.

Please affix the rubber stamp on the membership Form, in case of entities.

for CINEFIL Producers Performance Ltd.
Authorised Signatory
(for official records)

Annexure A

This Exclusive Authorisation and licensing Agreement entered into on _____ (In1) BY AND BETWEEN , CINEFIL Producers Performance Ltd, a Company incorporated under the Companies Act, 2013, having its registered office at 73, Ground Floor, Om Heera Panna Mall, Near Oshiwara Police Station, JOGESHWARI (W), MUMBAI, Maharashtra, India - 400102, bearing CIN U74999MH2018PLC315350 hereinafter referred to as First Part/ CINEFIL / Society / Licensee, as the case may be, which expression shall include its successors and assigns.

AND

Name of the Company/ Firm / Banner , an Individual / entity formed under the laws of India by Cinematographic Film Author / Producer / First Owner , having principal place of business as given in the Membership/ Authorisation and Licensing form , forming part of this document (hereinafter referred to as the SECOND PART/ LICENSOR / Author / PRODUCER / First Owner ”).

WHEREAS the Licensor is the lawful Author of Cinematograph Film(Video) / Producer / First Owner of the Sound Recording Works listed in this Annexure A and holds all rights therein under the Copyright Act, 1957, and desires to authorise and licence CINEFIL Producers Performance Ltd to administer, enforce, and issue licences in respect of the Cinematograph Film (Video) Public Performance Rights on the terms and conditions set out herein; AND WHEREAS Cinefil Producers Performance Ltd. has been established for the collective administration, licensing, and enforcement of Cinematograph Film (Video) Public Performance Rights; and is a registered Copyright Society under Section 33(3) of the Copyright Act, 1957; and whereas it is fundamental to this Agreement that the mechanism of assignment is applicable only to those who are not registered Copyright Societies, and a registered Copyright Society is mandated under Section 34 of the Copyright Act, 1957, to operate solely through Exclusive Authorisation and not through assignment; and whereas accordingly, during the subsistence of CINEFIL's registration, this Agreement shall operate under Section 33 read with Section 34 of the Copyright Act, 1957, as an Exclusive Authorisation Agreement; and whereas upon the expiry of such registration and pending renewal thereof by the Central Government, this Agreement shall independently operate as an Exclusive Licence under Section 30, read with Sections 30A, 18, and 19 of the Copyright Act, 1957, until such time as the registration is renewed. NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1. The Licensor, being the lawful Author / Director / Producer(s) / First Owner(s) of the Cinematograph Film (Video) Works as defined under the Copyright Act, 1957, hereby confers upon Cinefil Producers Performance Ltd., the exclusive authority to administer, manage, license, enforce, collect fees, and distribute royalties in respect of the Public Performance (Cinematograph Film – Video) Rights, both within India and overseas, in accordance with Sections 33, 34, and 35 of the Copyright Act, 1957 read with the Copyright Rules, 2013 and other applicable provisions governing the authorisation and functioning of copyright societies.
2. This Exclusive Authorisation is executed to ensure the lawful administration, collective enforcement, and equitable distribution of royalties arising from the exploitation of Public Performance (Cinematograph Film – Video) Rights, and to empower Cinefil Producers Performance Ltd., pursuant to Sections 33, 34, and 35 of the Copyright Act, 1957 read with Rules 54 and 55 of the Copyright Rules, 2013, to issue licences and collect licence fees on behalf of the Licensor, in its own name as an entity, in accordance with the provisions of the Copyright Act, 1957.
3. The Licensor hereby applies for and accepts membership of Cinefil Producers Performance Ltd. and simultaneously grants to the Society exclusive authorisation to administer, issue licences, collect fees, distribute royalties, and enforce rights arising from the use and exploitation of Public Performance (Cinematograph Film – Video) Rights, including communication to the public as defined under Section 2(ff) of the Copyright Act, 1957, within India and overseas, subject to the Society's approved Tariff and Distribution Schemes and the provisions governing members under the Copyright Act, 1957 and the Copyright Rules, 2013.
4. Cinefil Producers Performance Ltd. shall have the exclusive authority to administer, manage, and enforce, on behalf of the Licensor, all public performances, communications to the public, and broadcasts as defined under Section 2(dd) of the Copyright Act, 1957, as well as the screening, playing, or diffusion of the Cinematograph Film (Video) Works through any electronic, internet, or digital medium, including digital streaming platforms, online video platforms, over-the-top (OTT) services, background video music services, artificial intelligence generated, augmented, aggregated, or disseminated platforms and services, or any existing or future video, digital, electronic, or AI-enabled dissemination platform, in respect of the Cinematograph Film (Video) Works listed in Annexure A / Exhibit 1.
5. Except for the Cinematograph Film (Video) Public Performance Rights, all other rights — including mechanical reproduction, synchronisation, broadcasting (as a standalone right), satellite, cable, audio, electronic, digital, internet, or any other standalone or derivative rights arising therefrom out of the bundle of copyright — are expressly reserved by the Licensor and are not vested with Cinefil Producers Performance Ltd. All copyrights, ownership, and moral rights in the Cinematograph Film (Video) Works shall continue to vest solely with the Licensor as the Author(s) / Director(s) / Producer(s) under Sections 2(d)(v) and 2(d)(vi) of the Copyright Act, 1957, and nothing in this Agreement shall operate as a transfer or assignment of ownership.
6. As consideration for this Exclusive Authorisation, the royalties collected by Cinefil Producers Performance Ltd. in respect of the Cinematograph Film (Video) Public Performance Rights shall be duly accounted for and distributed to the Licensor in accordance with the Society's approved Distribution Scheme, in pursuance of the Copyright Act, 1957 read with the Copyright Rules, 2013. The Licensor warrants that the Cinematograph Film (Video) Works listed in Annexure A are lawfully owned, controlled, or duly authorised, and further undertakes to indemnify and keep indemnified Cinefil Producers Performance Ltd. against any loss, claim, or legal proceeding arising from any misrepresentation, defect of title, or breach of the above warranty.
7. Pursuant to Sections 33, 34, and 35 of the Copyright Act, 1957, Cinefil Producers Performance Ltd. is authorised to administer and enforce, in its own name as an entity and on behalf of the Licensor, the rights conferred under this Agreement. This Membership and Exclusive Authorisation Agreement shall take effect from the date of signing and shall remain in full force and effect until withdrawn by giving sixty (60) days' written notice to Cinefil Producers Performance Ltd., without prejudice to any existing contracts, accrued royalties, or licences already granted, in accordance with Section 35(1)(b) read with Rules 54 and 55 of the Copyright Rules, 2013.
8. Since Cinefil Producers Performance Ltd. is already a registered Copyright Society under Section 33(3) of the Copyright Act, 1957, this Agreement shall operate primarily under Part I, being the Exclusive Authorisation framework under Sections 33 and 34 of the Copyright Act, 1957, from the date of signing. In the event of expiry of CINEFIL's registration and during the period pending renewal thereof by the Central Government, Part II, being the Exclusive Licence on Assignment basis under Sections 30 and 30A read with Sections 18 and 19 of the Copyright Act, 1957, shall automatically become operative with full force and effect, without requiring any fresh execution or consent from the Licensor, until such time as the renewal of registration is granted by the Central Government. Upon the grant of such renewal, Part II shall stand suspended and Part I shall revive and become solely operative. Any licences issued, royalties collected, or enforcement actions undertaken during any operative period of either Part shall remain valid and unaffected by such suspension or revival.
9. Part I of this Agreement constitutes an Exclusive Authorisation in favour of Cinefil Producers Performance Ltd. for the collective administration, management, enforcement, and protection of the Cinematograph Film (Video) Public Performance Rights of the Licensor, under Sections 33 and 34 of the Copyright Act, 1957, and Part II constitutes an Exclusive Licence on Assignment basis under Sections 18, 19, 30, and 30A of the Copyright Act, 1957, permitting Cinefil Producers Performance Ltd. to commercially exploit, administer, enforce, and sub-license the said rights in accordance with the terms of this Agreement, operative solely during the period of expiry of CINEFIL's registration and pending renewal thereof by the Central Government.
10. The Licensor hereby grants to Cinefil Producers Performance Ltd., under Sections 18, 19, 30, and 30A of the Copyright Act, 1957, an exclusive licence to exercise, administer, sub-license, enforce, and commercially exploit the Cinematograph Film (Video) Public Performance Rights, including the right of communication to the public under Section 2(ff) of the Copyright Act, 1957, in respect of the Cinematograph Film (Video) Works listed in Annexure A / Exhibit 1, throughout India and

Overseas. This licence shall commence from the date of expiry of CINEFIL's registration as a Copyright Society under Section 33(3) of the Copyright Act, 1957, and shall remain operative during the period pending renewal thereof by the Central Government, and shall automatically cease to operate upon the grant of such renewal, without requiring any fresh execution or consent from either Party.

11. Further, as an essential condition of the Exclusive Authorisation and Exclusive Licence during the renewal period, the initial consideration shall include a token licence fee of Rs. 100/- (Rupees One Hundred only) paid by Cinefil Producers Performance Ltd. to the Licensor as part payment of the consideration, the receipt whereof is hereby acknowledged, and the balance consideration shall comprise the Licensor's share in royalties distributed in accordance with Cinefil Producers Performance Ltd.'s approved Distribution Scheme. During the subsistence of this Agreement, the Licensor shall not grant any overlapping licence in respect of the said rights within the licensed territory. Cinefil Producers Performance Ltd. shall have the independent right to issue licences, collect royalties, and undertake enforcement actions in its own name, without affecting the Licensor's ownership and moral rights in the Cinematograph Film (Video) Works, which shall continue to vest solely with the Licensor as the Author(s) / Director(s) / Producer(s) under Sections 2(d)(v) and 2(d)(vi) of the Copyright Act, 1957. However, in case required, the enforcing authorities may ask for any additional affidavits, declarations, or undertakings, as deemed necessary, and the Licensor hereby confirms and undertakes to furnish the same as and when called upon to do so.
12. By virtue of this Exclusive Licence granted under Sections 18, 19, 30, and 30A of the Copyright Act, 1957, operative solely during the period of expiry of CINEFIL's registration as a Copyright Society under Section 33(3) of the Copyright Act, 1957 and pending renewal thereof by the Central Government, Cinefil Producers Performance Ltd. shall have the independent legal standing and authority to issue Public Performance Licences in respect of the right of communication to the public as defined under Section 2(ff) of the Copyright Act, 1957, to third-party users — including hotels, restaurants, clubs, bars, shops, offices, airlines, transport services, digital platforms, broadcasters, and all other commercial and non-commercial establishments — in its own name, without being required to obtain any further consent or authorisation from the Licensor in respect of each individual transaction or licence issued. The Licensor hereby acknowledges and confirms that this Exclusive Licence is not a transfer or relinquishment of copyright ownership, and that all copyrights, moral rights, and ownership in the Cinematograph Film (Video) Works shall continue to vest solely in the Licensor, Cinefil Producers Performance Ltd. being authorised exclusively to exercise and sub-license the Cinematograph Film (Video) Public Performance Rights in its own name for the purposes of collective administration, licensing, and enforcement on behalf of the Licensor. Cinefil Producers Performance Ltd. shall maintain true, accurate, and up-to-date records of all licences issued, royalties collected, and distributions made in respect of the Cinematograph Film (Video) Works of the Licensor, and the Licensor shall be entitled to receive periodic statements of account in accordance with the Distribution Scheme of Cinefil Producers Performance Ltd. Cinefil Producers Performance Ltd. shall distribute the Licensor's share of royalties after deduction of administrative and non-administrative costs, as approved by the Governing Council and Board of Directors, in compliance with the Copyright Act, 1957 and the Copyright Rules, 2013.
13. The execution and submission of this document entitle the Licensor to be enrolled as an Associate Member of Cinefil Producers Performance Ltd., which confers participation in the Society's collective administration framework and coverage of the Cinematograph Film (Video) Works under its licensing and enforcement activities. Migration from Associate Membership to Prime Membership shall be an internal administrative process of the Society, subject to due verification and compliance, and shall not affect the continuity of enforcement or protection of the Cinematograph Film (Video) Public Performance Rights from the date of execution of this Agreement until withdrawn in writing by the Licensor.
14. The Licensor shall promptly notify Cinefil Producers Performance Ltd. in writing of any change, addition, or modification in ownership, title, or rights status relating to the Cinematograph Film (Video) Works listed in Annexure A / Exhibit 1. CINEFIL's Statutory Compliance Assessment (SCA) process shall operate on a continuous basis, and each royalty distribution cycle shall be deemed a compliance checkpoint for validating the Member's standing, eligibility, and continued conformity with the statutory and procedural requirements of the Society under the Copyright Act, 1957 and the Copyright Rules, 2013.
15. It is expressly stipulated that this Agreement — both Part I and Part II — shall continue to remain contractually valid and operative inter se between the Parties notwithstanding any expiry, suspension, pendency, or renewal proceedings relating to the registration of Cinefil Producers Performance Ltd. as a Copyright Society under Section 33(3) of the Copyright Act, 1957. Since CINEFIL is already a registered Copyright Society, Part I shall be the primary operative framework under Sections 33 and 34 of the Copyright Act, 1957, from the date of execution of this Agreement. During the pendency of CINEFIL's renewal application before the Central Government, Part II shall automatically become operative and CINEFIL shall be deemed to be the duly authorised exclusive licensee of the Licensor under Part II of this Agreement, and shall have the full authority to issue Public Performance Licences in respect of the right of communication to the public under Sections 30 and 30A read with Sections 18 and 19 of the Copyright Act, 1957, without requiring any fresh execution or consent from the Licensor, until such time as the renewal of registration is granted by the Central Government.
16. This Agreement is executed on a Non-Judicial Stamp Paper of Rs.100/- (Rupees One Hundred only), annexed as Exhibit 2. The Parties agree that the applicable stamp duty, valuation, sufficiency, and admissibility of the Non-Judicial Stamp Paper shall be governed by the Delhi Stamp Act or any other applicable law. Any deficit, deficiency, objection, or impounding relating to the Non-Judicial Stamp Paper, stamp duty, or stamp valuation shall be treated as a curable and corrective procedural measure under applicable law, and the liability arising therefrom shall be borne jointly by both Parties, without affecting the validity or enforceability of this Agreement.
17. The Parties hereby confirm and acknowledge that they are competent to enter into this Agreement; that the Licensor is duly authorised to grant the Cinematograph Film (Video) Public Performance Rights contemplated herein and shall indemnify and keep indemnified Cinefil Producers Performance Ltd. against any third-party claim arising from defect of title, lack of authority, or conflicting grant of rights by the Licensor; that this Agreement constitutes a valid and binding contract supported by lawful consideration and mutual consent; and that any omission, deficiency, procedural defect, or requirement capable of rectification under applicable law shall be treated as a curable and corrective measure and shall not invalidate or prejudice the validity, enforceability, intent, or operative effect of this Agreement between the Parties.
18. This Agreement may be executed digitally, in counterparts, or in physical form, each of which shall constitute an original, and an acknowledged copy provided to the Licensor shall constitute valid evidence of execution and acceptance. This Agreement shall be governed by and construed in accordance with the laws of India, including the Copyright Act, 1957 and the Copyright Rules, 2013, and any dispute arising out of or in connection herewith shall be subject to the exclusive jurisdiction of the competent courts at New Delhi.

<p>LICENSOR (PRODUCER)</p> <p>Signature</p> <p>Name</p> <p>Authorised Signatory</p>	<p>CINEFIL PRODUCERS PERFORMANCE LTD.</p> <p>Signature</p> <p>Name</p> <p>Authorised Signatory</p>
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