

PROFESSIONAL SERVICE CONTRACT

This Agreement made and entered into in Mumbai on this 12th day of February 2026.

BY AND BETWEEN

RED CHILLIES ENTERTAINMENTS PRIVATE LTD (through its division **REDCHILLIES.VFX**), a company incorporated under the provisions of The Companies Act, 1956, having its corporate office at Backstage, Plot No. 612, Junction of Rama Krishna Mission Road & 15th Road, Santa Cruz (West), Mumbai - 400054. (Hereinafter referred to as "**the Company**" which expression shall unless repugnant to the context of meaning thereof, be deemed to mean and include its affiliates, sister concerns, group companies, successors in title and assigns) of the **ONE PART**;

AND

PARKHE PRADEEP BAPURAO, an Indian citizen, having PAN No. BRPPP5020E residing at Building No. A-27, Room No. 0/2, Near Hindustan Bank, Sector 5, Kalamboli Node, Raigarh - 410218. hereinafter referred to as "**the Professional**" (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include his respective heirs, executors and administrators) of the **OTHER PART**.

The Company and the Professional shall hereinafter referred to collectively and singularly as "**Parties**" and "**Party**"

WHEREAS:

- A. The Company is engaged in the creation/production/distribution of intellectual property content, cinematographic films, advertising, gaming, VFX services, education, training, technology, animation and visual effects and allied services including the production of client-oriented service work ("**the Business**").
- B. It has been represented by the Professional that he/she is an experienced artist possessing sound knowledge of CG, Vfx, Post Production technology and industry related expertise so required by the company;
- C. Based on the above representations by the Professional the company has agreed to engage the professional for the coordination for rendering the services and fulfilling the

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obligations to perform the services as more appropriately described in and not limited to Annexure 1 to this Agreement (Hereinafter referred to as "the Services") and such other terms and conditions as contained herein.

- D. The Parties hereby wish to record the mutually agreed terms and conditions upon which the Company has agreed to engage the Professional to render his/her Services to the Company.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS:

In this Agreement the following terms shall have the meanings assigned to them herein below)

- a. **"Agreement"** means this Professional Agreement and all annexures, supplements, appendices, appendages and modifications thereof.

- b. **"Breach"** means:

- (i) The Professional's material breach of this Agreement;
- (ii) The Professional's gross negligence in the performance of the Professional's duties.

Hereunder, intentional non-performance or mis-performance of such duties, or refusal to abide by or comply with lawful directives of the Company, for any reason whatsoever, and if curable, failure to remedy such breach / failure within seven days despite receipt by the Professional of a written notice of such failure;

- (iii) The Professional's willful dishonesty, fraud, or misconduct with respect to the business or affairs of the Company, that in the reasonable judgment of the Company materially and adversely affects the operations, reputation, Business or business relationships of the Company.

- (iv) Conviction or facing proceedings for any serious crime or felony or other crime involving moral turpitude, fraud or willful misrepresentation;

- (v) Professional's abuse of alcohol or drugs (legal or illegal) that, in the Company's reasonable judgment, materially impairs the Professional's ability to perform the Professional's duties as stated hereunder.

- (vi) Non-adherence to any timelines provided for completion of any work/Project.

- (vii) Non-adherence to the Code of Conduct.

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- c. **"Confidential Information"** means all information and know-how (including by way of Illustration, but not limitation, inventions, products, processes, methods, techniques, trade secrets, formulas, compositions, compounds, projects, developments, plans, research data, clinical data; financial data, personnel data, computer programs, and customer and supplier lists) that is furnished to Professional by the Company or that is developed, produced or learned (whether by Professional or others) in the course of the provision by the Professional of the services contemplated hereunder and Which is either confidential or proprietary in nature and relates to the business of the Company. Confidential Information excludes, however, any information that (i) has been or is obtained by a recipient from source independent of the discloser who has provided such information to recipient on a non-confidential basis without breach of any duty to the discloser, (ii) is or becomes generally available to the public other than as a result of an unauthorized disclosure by a recipient or its personnel, or (iii) is independently developed by a recipient without reliance on the Confidential Information provided by the discloser. It also includes all information provided by the Company to the Professional or to which the Professional has access owing to his/her contractual relationship with the Company, including but not limited to:
- (i) Intellectual Property information;
 - (ii) Trade secrets;
 - (iii) Proprietary information related to the current, future, and proposed services of the Company including, without limitation, ideas, media, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, software programs, software source documents and formulae, its information concerning research, experimental work, development, design details and specifications, engineering, financials, procurement requirements, purchasing, customer lists; investors, business and contractual relationships, business forecasts, sales and merchandising, marketing plans, and any such information the Professional has access to regarding third parties;
 - (iv) Information relating to remuneration, and/or other terms and conditions of engagement; and
 - (v) Such other information, which by its nature or the circumstances of its disclosure is confidential.
- d. **"Developments"** shall mean any idea, invention, design, technical or business innovation, computer program and related documentation. Or any other work product developed, conceived or used by the Professional, in whole or in part that arises out of his/her engagement with the Company, or that are otherwise made through the use of the, Company's time and materials.



- e. **"Professional Intellectual Property"** shall mean any Intellectual Property obtained, created, developed, discovered, invented by the Professional individually or on behalf of the Company in during the Term and/or for the Company and/or using the Company's resources.
- f. **"Project"** shall mean and include any specific assignment/s and /or projects whether bound by time or in any other manner as informed to the Professional by the Company from time to time for which the said Professional is being engaged herein.
- g. **"Intellectual Property"** means:
 - (i) All inventions (whether patentable or un-patentable and whether or not reduced to practice), all improvements thereto, and all patents, patent applications, and patent disclosures, together with all re-issuances, continuations, continuations-in-part, revisions, extensions and re-examinations thereof; (ii) All trademarks, service marks, logos, trade names and corporate names, together with all translations, adaptations, derivations and combinations thereof, including all 'goodwill associated therewith and all applications, registrations and renewals in connection therewith; (iii) All copyrightable works, all copyrights and all applications, registrations and renewals in connection therewith; (iv) All computer software (including data and related documentation), code, machine code, source code, related documentation, graphic representation, images, artwork, imagery, designs, logos, programs, layouts and specifications; (v) All other ~proprietary rights of whatsoever description whether or not protected and whether or not capable of protection, and (vi) All copies and tangible embodiments thereof regardless of form and medium. (vii) All licenses (Software or otherwise), information, processes, business plans or other written material pertaining to the Business of the Company.

2. **TERM**

The Term of this Agreement and the services to be rendered by the Professional as per the terms of this Agreement shall be effective from **12th Feb 2026** (as per Annexure 1) ("Effective Date") upto **11th Feb 2027** (As per Annexure 1). However, the Parties agree that this Agreement shall stand renewed for a further period of 90 days and so on so forth on the same terms as contained herein or on such revised terms as may be mutually agreed between the Parties herein in writing unless so specifically informed to the Professional in writing by the Company anytime prior to the expiry of the Term (Hereinafter referred to as the said **"Term"**). On expiry of the Term as above, all mutual obligations of the Parties shall come to an end except such terms that by their nature

shall survive such termination including terms in respect of Intellectual Property Rights of the Company, Indemnity, Non- Solicit and Confidentiality, etc.

3. **ENGAGEMENTS AND SCOPE OF SERVICES**

- a. The Professional shall perform the Services and all his/her obligations, duties, responsibilities hereunder including such other services, which are directly required and intimated to the Professional by the Company from time to time and the Professional undertakes to perform such Services and Obligations effectively, promptly and exclusively for the Company during the entire Term.
- b. The Professional shall strictly adhere to the time frames and instructions given by the Company for completion of any work/project from time to time.
- c. The Company shall have absolute creative and technical discretion in the determination of the Services and its results, scope of the services as defined above required of the Professional during the Term including the form and manner of performance.
- d. The services to be rendered by the Professional shall at all times be subjective to the creative and technical needs and discretion of the Company.
- e. During the term of this Agreement, the Professional shall not engage in any freelance work, consultancy, or any other professional or commercial activities for the benefit of any third party, whether directly or indirectly in any business being in direct / indirect competition or any existing /past clients of the Company in any manner whatsoever Any such engagement shall constitute a material breach of this Agreement. If the Professional is found to be in breach of this clause, the Company shall have the right to:
 - i. Immediately terminate this Agreement for cause, without notice or further obligation;
 - ii. Withhold any unpaid compensation or fees otherwise due to the Professional as liquidated damages;
 - iii. Seek indemnification from the Professional for any loss, damage, expense or liability incurred by the Company as a result of such unauthorized freelance activity; and/or
 - iv. Pursue injunctive or equitable relief and/ or other remedies available under law to prevent or restrain further breaches of this Agreement or misuse of the Company's confidential information, intellectual property, or other proprietary resources.



4. **FEES**

- a. Subject to the timely and satisfactory performance by the Professional of his/her Services and obligations herein, the Company in full consideration of the services and obligations to be rendered by the Professional pursuant to this Agreement agrees to pay to the Professional from the Effective Date during the Term of Engagement an all inclusive monthly professional fee of **Rs. 38,000/-** ("Fixed FEES") and subject to statutory deductions and taxes, which shall be paid in accordance with the Company's standard schedule/policy and all applicable Statutes and Laws.

Any additional fees that need to be paid for services rendered on weekends/public holidays will be at the sole discretion and approval of the management. Such fees will be considered at the rate of one day fees per eight-hour shift.

- b. The Fees shall be paid to the Professional within 15 working days from the date of receipt of duly signed invoice in original at the end of each month.

In addition to the Fees the Company shall pay the Professional applicable GST if any. No other taxes including professional tax shall be borne by the Company.

The payment of Fees shall be subject to any tax deduction at source under the provisions of the Income Tax Act, 1961 or any other applicable legislation. An annual certificate of such deduction and payment of tax shall be given in a consolidation manner.

The Professional hereby acknowledges and confirms, adequacy of the Fee towards the performance of all Services and Obligations by the Company. It is further clarified that as the above Fee is an all-inclusive fee, no additional / separate fee will be payable to the Professional.

5. **INTELLECTUAL PROPERTY RIGHTS**

The services, including the obligations performed by the Professional and all copyrightable works created by the Professional shall be deemed to be works for hire and shall be owned by the Company alone as its first owner, the Company being the sole and exclusive owner of all Professional Intellectual Property including all Intellectual Property Rights created pursuant to this Agreement / during the Term including all such works in respect of Visual Effects job/work done, concepts/ideas created, story/screenplay written etc. in relation thereto and any other product of the Services for all purposes, in perpetuity, in all media, form and format, whether in existence now or which may arise in the future in the territory of the entire universe.

Further, the Company shall be entitled to the utilization of the name, likeness, and signature/photograph including any past or existing credentials of the Professional for the purposes of promotion of the Project if needed.

The Professional represents and warrants that the Company its assigns or nominees shall have the sole and absolute prerogative in the form and manner of the commercial exploitation of the services and any and all of the foregoing rights and the Company shall not be liable to anybody for the benefits arising out of such exploitation.

For the sake of clarity, the Professional shall not retain with himself/ herself the right to exploit in any manner any new works created by him/ her if any during the Term for the Company or otherwise and the Professional fully and unconditionally hereby assigns to the Company all rights including all Intellectual Property Rights in all such works including all residuary rights in any such works as assignable under any laws to the Company in perpetuity for its use across the universe.

The Professional waives his/her moral rights if any to the fullest extent applicable in any works created by the Professional for the Company during the Term.

The Professional shall not anytime during or after the Term register any copyrightable/patentable works created during the Term in any manner before any association/authority as its sole author/owner without the prior written approval/instruction from the Company.

The Professional shall not anytime during or after the Term register/seek registration of any trademarks owned by the Company and/or any logos, marks, etc created/made available to the Professional during the Term before any authorities in any manner.

6. PLACE OF WORK

The place of work for the Professional shall be **redchillies.vfx|color (A division of Red Chillies Entertainments Private Ltd)** 4th floor, DLH Park, Near MTNL, Swami Vivekanand Road, Sunder Nagar, Goregaon West, Mumbai 400064 or such other place as informed to the Professional from time to time, however, the Professional may be required to travel to any location as directed by the Company in the sole discretion of the Company. Place of work will be as decided between the Company and the Professional.

7. REPRESENTATIONS AND WARRANTIES

The Professional hereby represents warrants and undertakes that:

- a. The execution of this Agreement will not result in breach of any terms and conditions of any agreements or arrangements or infringe any statutory, contractual or other rights of any third parties, or violate any rule, regulation or law of any government or any order, judgment or decree of any court or government body.
- b. The Professional shall render the Services with greatest sincerity and diligence and shall at all times exercise his best efforts to protect and further the Company's interests.

- c. The Professional does not presently suffer from any communicable disease or from any ailment of any nature, which is likely to have an adverse effect on the performance of his responsibilities as contemplated in this Agreement.
- d. The Professional has not been convicted of any offence by any court of law and is not a party to any proceedings pending before or likely to be initiated before or by any court, tribunal, government agency or similar statutory body.
- e. The Professional shall not accept any work, enter into any agreements and/or render any services, which are in any manner conflicting with the provisions of this Agreement and/or the interests of the Company in any manner in furtherance of his obligations herein.
- f. In addition to the above, the Professional shall always perform/render his services for the Company as per Annexure 1 to this Agreement on 'Exclusive Basis' during the entire Term and the Professional shall not in any manner accept any engagement and or render and form of services whatsoever to any third parties and or any business during the entire term in any manner.
- g. If the Professional decides to join/ seek membership of any political party, union, government, non-governmental organization or any social working group, then the Professional shall inform the Company 15 days before joining any of the said entity. In such situation if the Professional joins any such organization as cited above then the terms of this contract or engagements shall stand cancelled and withdrawn except for clauses pertaining to Indemnity, Intellectual Property Rights and Confidentiality.

8. NON-COMPETE AND NON-SOLICIT

The Professional shall not at any time during the Term (including the extended Term by the Company) shall not whether directly or indirectly, whether on a part time or full time basis for any job, profession, business, service or vocation of any kind enter into any negotiations and/or seek, accept, solicit any offers and/or accept, continue or engage himself in any employment/engagement with any third parties in any business being in direct / indirect competition and/or perform/render any services as a independent professional or as an employee for any services similar to the Services to be rendered by the Professional herein to the Company to any third parties including any existing /past clients of the Company in any manner. This obligation shall survive the termination of this Agreement in the event of any wrongful termination of this Agreement by the Professional and a breach of this clause by the Professional shall be

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a material breach of this Agreement and shall causes huge and irreparable losses to the Company. In addition to the above, the Professional shall not in any manner, poach, solicit and /or offer employment/engagement to any existing employees or any persons involved with / engaged at present or in the past by the Company during the Term and for a period of 5 years thereafter including in any manner using any undue influence/coercion of any kind on such persons as mentioned above in any manner to leave / breach the policies / rules and regulations of this Company.

9. **CONFIDENTIALITY**

The Professional hereby undertakes not to disclose, reveal or make public except with the prior written consent of the Company, any Confidential Information including any information whatsoever concerning the Project, in particular, any financial information in relation the Project and/or the business of the Company, the Agreement and the contents hereof for any purposes including for the purposes of gaining any advantages with any competitors of the Company. The Professional shall not offer any interviews in connection with the above and/or commit any act, which may prejudice or damage the successful completion or exploitation of the Project or the reputation of the Company. The restrictions set out above shall survive the termination of this agreement. The Professional shall not use and/or exploit the whole or any part of concepts/ ideas/ story/ screenplay of the Project made for the Company for any other engagement whatsoever. The obligations of the Professional shall survive the termination of this Agreement and shall be effective for a minimum of 10 years post termination. The Professional agrees and acknowledges that any breach by the Professional of the terms of this clause shall causes huge and irreparable losses to the Company.

10. **WAIVER OF RIGHTS**

The Professional expressly waives any rights which can be exercised by virtue of membership with any Association or Guild such as payment of any fees, allowances etc. As such the Professional agrees that the Fees contemplated in this Agreement is adequate and sufficient and Company will not be required to pay any fee other than what is mentioned above. Further the Professional will not approach any Association including political organizations for the settlement of disputes arising out of the Agreement other than in the manner set out in Clause 16 and 17 below.

11. **NO OBLIGATION**

The Professional expressly acknowledges and agrees that the engagement of services under this Agreement shall not in any way constitute or be deemed to constitute an obligation of an undertaking by the Company to produce the Project or use the

production designs/services in the Project, or any other Project or use, adapt, change, revise, delete, exhibit, advertise or promote or in any way exploit the same.

12. TERMINATION

- a. The Company shall be entitled to terminate this Agreement, with immediate effect, without reasons, by giving a notice of termination to the Professional. Upon termination, all amounts paid to the Professional towards his Fees till such termination shall be deemed to be the full and final payment under this Agreement and no Association or Federation or Guild or Political Organization shall have any jurisdiction in this matter. The Professional shall not claim any other amount other than the Fees already paid till the date of termination.
- b. Notwithstanding the termination of this Agreement, the Company shall continue to own all the Professionals Intellectual Property in all work done by the Professional during the Term/for the Company, in perpetuity, which shall not be affected by such termination in any manner.
- c. Further, the Company shall also be entitled to immediately terminate this Agreement in the event of any Breach by the Professional including any breaches of any duties, obligations, responsibilities of the Professional under this Agreement.
- d. The Professional shall be entitled to terminate this Agreement by giving the Company a 90-day cure notice only in the event of a breach by the Company in payment of the Fees to the Professional and a failure of the Company to cure such breach within 90 days of the written notice by the Professional to the Company.
- e. In addition to the above, the Professional shall be entitled to terminate the engagement of the Professional by providing the Company with a written notice of such no. of 90 days and not earlier in any manner. In lieu of the notice period to be given by the Professional as above, the Professional shall be liable to pay the Company an amount equivalent to his Fees on pro-rata basis for such duration for which the Professional is unable to render his services to the Company under this Agreement during the said Notice Period pursuant to which the Professional shall be free to render his/her services to any third parties subject to the terms hereof (subject to the same being pre-approved by the Company in writing) . Also, the Company shall have the right to discharge the Professional from rendering his Services for the entire or part of Notice Period at its sole discretion.
- f. Notwithstanding the above, for any termination of this Agreement by the Professional except as provided above, the Company reserves the right to hold back/retain / withhold any outstanding Fees payable to the Professional in addition to the right to seek compensation for any losses/damages caused to the Company due to such termination by the Professional. The estimate of damages/losses causes to the Company shall be solely decided by the Company and shall be final and binding on the Professional.

- g. Further, in the event of termination by the Professional for any reasons other than as specified herein, the Company shall in addition to any other rights and remedies have the sole right to restrict the breach of any clauses by the Professional and/or seek such injunctive remedies against breach of any clauses in respect of Confidentiality by the Professional.

13. CONSEQUENCES UPON TERMINATION

Upon termination of this Agreement for any reason whatsoever, the Professional shall, not later than the date of termination:

- a. Handover the charge of his duties to such person as may be nominated by the Company in that behalf;
- b. Surrender to the management of the Company or any other person/s nominated/authorized by it, all originals and/or copies (whether in printed or electronic form) of business documents, legal documents, files, databases, blueprints, plans, projections, forecasts, charts, lists, reproductions or any data, tables, calculations, diaries, notes or books and correspondences or any other property, assets, monies or belongings of the Company or any subsidiary, associate, customer, affiliate or branch office of the Company in the Professional's possession or control; and
- c. Pay in full to the Company all amounts due by the Professional to the Company whether by way of interest, damages, losses thereon or otherwise howsoever irrespective of the date on which such amount or any portion thereof was earlier contemplated to be payable pursuant to which the Professional shall be free to render his services to any third parties.

14. INDEMNITY

The Professional shall fully indemnify and keep the Company indemnified at all times from any and all claims, damages, costs and expenses (including legal expenses) that may be incurred by the Company due to or in relation to the non-performance or breach or alleged breach of any of the Services, Obligations of any terms of this Agreement by the Professional.

15. REMEDIES

The Professional hereby acknowledges and agrees that this Agreement is a contract for professional services and any disruption in the performance of Services and Obligations by the Professional shall cause loss to the Company, therefore, the Company shall be entitled to seek specific performance by the Professional of all the Services and Obligations set forth in the Agreement, without prejudice to any other remedies that may be available to the Company in law or in equity.

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16. **ARBITRATION**

Any and all claims, disputes, questions or controversies involving the Parties and arising out of or in connection with the Agreement, or the execution, interpretation, validity, performance, breach or termination hereof (collectively, referred to as "Disputes") shall be referred to Arbitration to a sole arbitrator as per the Arbitration and Conciliation Act, 1996 having its seat at Mumbai. The language of the arbitration shall be English.

17. **EXCLUSIVE JURISDICTION & GOVERNING LAW**

The laws of India shall govern this Agreement and the Courts of Mumbai, India shall have exclusive jurisdiction in respect of any disputes arising out of this Agreement (subject to the Arbitration clause above).

18. **MISCELLANEOUS PROVISIONS**

18.1 **Partial Invalidity**

If any provision of this Agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision, which is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.

18.2 **Amendments**

No modification or amendment to this Agreement and no waiver of any of the terms or conditions hereof shall be valid or binding unless made in writing and duly executed by both Parties.

18.3 **Independent Professional Relationship**

The Professional and the Company understand and acknowledge that the Professional's relationship with the Company will be that of an independent Professional and nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, agency or employer-employee relationship and neither Party shall have any authority to bind the other or shall be deemed to have any authority of the other otherwise than as strictly provided herein. Notwithstanding the above, nothing contained herein shall be deemed to create an employer – employee relationship between the Parties herein and the Parties shall always work on a principal-to-principal basis.

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18.4 Notices

a. Any notice and other communications provided for in this Agreement shall be in writing and shall be sent to the following:

(i) In the case of notices to the Company:

Address : 4th floor, DLH park
Near MTNL signal, Swami Vivekanand Road
Sunder Nagar, Goregaon (West)
Mumbai - 400064
Attn : Head - HR

(ii) All notices to the Professional shall be sent to his/her address as mentioned above. The Professional shall keep the Company informed of any change in his residential address, personal email id, phone number, etc.

b. All notices shall be deemed to have been validly given on the date of receipt thereof by the party to whom such notice is addressed.

c. The Company may, from time to time, change its address or representative for receipt of notices provided for in this Agreement.

18.5 Reservation of Rights

No forbearance, indulgence or relaxation or inaction by the Company at any time to require performance of any of the provisions of this Agreement shall in any way affect, diminish or prejudice the right of the Company to require performance of that provision at a later point of time. Any waiver or acquiescence by the Company of any breach of any of the provisions of this Agreement shall not be construed as a waiver or acquiescence of any right under or arising out of this Agreement, or acquiescence to or recognition of rights and/or position other than as expressly stipulated in this Agreement.

18.6 Survival

Such provisions of this Agreement which by their nature survive the termination hereof, including but not limited to the provisions of Clauses 5 (Intellectual Property Rights), Clause 9 (Confidentiality), Clause 12 & 13 (Termination and Consequences of Termination), clause 15 (Remedies), Clause 16 (Dispute Resolution), Clause 18.8 (Injunctive Reliefs), Clause 8 (Non-Compete) and Clause 14 (Indemnity) of this Agreement, shall continue to bind the Parties even after the termination of this Agreement.

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18.7 Protection of Business Secrets

The Professional fully understands that the due to the nature services required to be rendered by the Professional under this Agreement the Professional shall come across and/or have access to various privileged information including trade and business secrets and other such financial information the protection of which during and after the Term of this Agreement shall be the sole responsibility of the Professional, the unauthorized disclosure of which may cause irreparable losses / damages to the Company in terms of money and reputation for which the Professional shall be solely liable. The Professional shall render his Services with utmost loyalty and in good faith at all times.

18.8 Injunctive Reliefs

The Professional understands and acknowledges that because of the unique nature of the Confidential Information, Company will suffer irreparable harm from the breach of any covenant contained herein, and that monetary damages may be inadequate compensation for such a breach. Accordingly, the Professional agrees that, in addition to any other remedies available at law or equity, the Company shall be entitled to injunctive relief to enforce the terms of this Agreement including in specific any breach by the Professional of any provisions pertaining to Confidential Information which shall be in addition to any other rights / remedies the Company shall have.

The Professional waives any right to seek any injunctive / specific reliefs against the Company for any reasons whatsoever. However, the Company reserves its rights to seek specific performance by the Professional of this Agreement during the Term of this Agreement including any extended/renewal periods thereof.

18.9 Force Majeure

Neither Party shall be considered liable for the non-performance of any of their obligations set forth in this Agreement when the non-performance thereof has been caused due to an event or a combination of events of Force Majeure.

However, the Company shall have the right to suspend this Agreement and all of its obligations, upon written notice to the professional, during all periods of terrorism, flood, war, acts of God, strike, lockout, epidemic, pandemic, labor controversy, riot, civil disturbance, civil commotion, acts of political parties, non-availability of funds or permits, acts of industry associations, changes in law, regulations or policies of the Government, or for any other reasons which cannot be predicted by men of ordinary prudence. Such suspension shall continue for such additional period of time required to resume professional services.

19. **UNFORESEEN EVENTS**

In the event of unforeseen events, circumstances or natural calamities beyond the control of either party, including but not limited to acts of God, governmental actions, terrorism, war, riots, fire, floods, earthquakes, or pandemics, the office hours, holidays, terms of payment and payment of professional fees etc., shall be subject to the decision of the management. Such decision shall be communicated to the consultant and shall be binding upon him. The consultant agrees to abide by any adjustments and decisions made by the management in respect to such circumstances and situations.

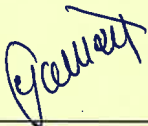
IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

FOR RED CHILLIES ENTERTAINMENTS PRIVATE LTD
(THROUGH IT'S DIVISION RED CHILLIES VFX) FOR PROFESSIONAL

DocuSigned by:
Keitan Yadav
BC57C39C4A104EC...

(Authorized Signatory)

Witnessed by:



Signature

(Parkhe Pradeep Bapurao)

1)

2)

ANNEXURE 1

Contract Tenure	Start Date – 12th Feb 2026 End Date – 11th Feb 2027 (subject to extensions as per the terms of this Agreement) The Company has agreed to engage the professional for rendering the services for the role of – Production Coordinator
Scope of Work	• Working closely with Team Leaders, VFX Supervisor and Production Manager • Allocating shots to the Team Leader and setting delivery deadlines for the same • Getting the Shots approved/ Understanding the correction required and passing it on to the team leader for rework • Assisting Line Producers in making the data for the bidding the project • Proper distribution of shots team wise • Setting the delivery deadlines with the TL and delivering as per the same • Ensuring the shots are approved by Project leaders and VFX Supervisors • Efficiently maintaining the data of their respective team • Efficiently assisting the Line Producers in calculation of Manhours required for upcoming projects. • Enter and maintain production data in the production database and related departmental records to reflect scheduled, in-progress and completed departmental work. Keep databases up to date with element and shot status.

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