

FILMYAI

Founding Creator Agreement

Between Sound Matrix (operating the FilmyAI platform) and the Creator named below

Effective Date: [____]

Creator: [Creator legal name or entity: ____]

PARTIES

This Founding Creator Agreement (the “**Agreement**”) is entered into as of the Effective Date by and between:

(1) **Sound Matrix**, a business entity registered in India (Registration No. UDYAM-AP-13-0096178), operating the FilmyAI platform (“**FilmyAI**” or the “**Company**”); and

(2) [**Creator legal name or entity:** ____], of [Creator address: ____], email [Creator email: ____] (the “**Creator**”),

each a “**Party**” and together the “**Parties**”.

RECITALS

WHEREAS:

(A) The Company operates FilmyAI, a curated, ad-supported streaming platform dedicated to AI-made films.

(B) The Creator owns, or otherwise controls the necessary rights in, the Films and wishes to make them available on the Platform as a Founding Creator.

(C) The Company wishes to obtain, and the Creator is willing to grant, a non-exclusive license to distribute the Films on the Platform, with the Creator retaining full ownership of the Films, on the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following terms have the meanings set out below:

“**Approved Film**” means a Film that the Company has approved for publication on the Platform under Clause 3.2.

“**Creator Studio**” means the Company’s online submission and management portal for creators.

“**Effective Date**” means the date stated as such at the head of this Agreement.

“**Films**” means the films listed in Schedule A and any other film the Parties add in writing, including their titles, artwork, metadata, subtitles and trailers supplied by the Creator.

“**Gross Ad Revenue**” means advertising revenue actually received by the Company that is attributable to views of the Films on the Platform.

“**Net Ad Revenue**” means Gross Ad Revenue minus (i) ad-network, ad-server and agency fees and commissions, (ii) applicable taxes (including GST) and (iii) refunds, chargebacks and invalid-traffic deductions made by advertisers or ad networks.

“**Gross Paid Film Revenue**” means money actually received by the Company from viewers for paid access to the Films (for example, rentals or one-time purchases).

“Net Paid Film Revenue” means Gross Paid Film Revenue minus (i) payment-gateway fees, (ii) applicable taxes (including GST) and (iii) refunds and chargebacks.

“Payment Cycle” means each monthly period for which the Creator’s share is calculated and paid under Clause 5.

“Platform” means the FilmyAI website, apps, connected-TV and other services operated by or for the Company.

“Schedule A” means the schedule of Films and commercial terms attached to this Agreement.

“Term” has the meaning given in Clause 6.1.

“Territory” means worldwide, unless Schedule A states otherwise.

1.2 Clause headings are for convenience only. The words “including” and “for example” are illustrative and do not limit the preceding words. References to “writing” or “written” include email. Schedule A forms part of this Agreement.

2. GRANT OF LICENSE

2.1 License. The Creator grants the Company a **non-exclusive** license in the Territory, for the Term, to:

- (a) host, store, encode and transcode the Films;
- (b) stream the Films to viewers on the Platform;
- (c) create thumbnails, posters, trailers, short clips and excerpts, solely to promote the availability of the Films on FilmyAI and to promote the Platform; and
- (d) display advertising around and within the Films, including pre-roll, mid-roll and post-roll advertisements.

2.2 Non-exclusivity. The Creator remains free to distribute the Films elsewhere, on any other platform or in any other medium.

2.3 Technical changes. The Company will not edit the substance of a Film. It may make technical changes needed for streaming, such as format, resolution, ad-break insertion points and caption placement.

2.4 Credits and promotion. The Company will credit the Creator as the creator of each Film on the Platform as the Creator specifies in the Creator Studio. The Creator permits the Company to use the Creator’s name, logo, approved likeness and biography, and the Films’ titles, artwork and clips, during the Term, solely to promote the availability of the Films on FilmyAI and to promote the Platform, and subject always to Clause 2.5. The Creator may use the FilmyAI name and Founding Creator badge to state that the Films are available on FilmyAI, in line with the Company’s brand guidelines.

2.5 Creator protections (rights not granted). For the avoidance of doubt, and notwithstanding anything else in this Agreement:

- (a) **No sub-licensing.** The Company may not sub-license, sell, transfer or assign any rights in the Films to any third party. Technical service providers that host or deliver streams for the Company (such as content delivery network, hosting and ad-serving providers) act only on the Company’s behalf and are not sub-licensees.
- (b) **No dubbing, translation or alteration.** The Company will not dub, translate, re-edit, remix or create derivative versions of the Films, other than the promotional materials permitted under Clause 2.1(c) and the technical changes permitted under Clause 2.3. Subtitles and language versions are used only if the Creator supplies or approves them in writing.
- (c) **No brand integrations without approval.** The Company will not attach any sponsorship, brand integration, product placement or co-branded presentation to a specific Film without the Creator’s prior written approval. Standard platform advertising under Clause 2.1(d) is not affected.

(d) **No post-termination rights.** On removal of a Film or termination of this Agreement, all license rights in the affected Films end. The Company keeps no streaming, download or archive rights, other than promotional materials already published as permitted under Clause 6.5 and records needed for accounting.

(e) **Reservation of rights.** All rights in the Films not expressly granted to the Company in this Agreement are reserved to the Creator.

3. CONTENT STANDARDS AND APPROVAL

3.1 Delivery. The Creator will submit each Film, with its metadata, artwork, subtitles (if any) and AI-use disclosure, through the Creator Studio, in line with the technical specifications published there from time to time. The Company may ask the Creator to re-deliver files that do not meet those specifications.

3.2 Editorial approval. FilmyAI is a curated platform. The Company reviews every submission and may, at its discretion, approve or decline a Film, decide when it is published, and decide where and how it is placed, categorised and featured on the Platform. Approval of one Film does not oblige the Company to approve another.

3.3 Content standards. Films must comply with the Company's content guidelines and applicable Indian law, including the IT Rules and any applicable digital media code.

3.4 Suspension and takedown. The Company may suspend or remove a Film immediately, without liability, if it receives a credible complaint, legal notice or government order, or reasonably believes that the Film breaches this Agreement or the law. The Company will tell the Creator the reason where it is permitted to do so.

3.5 Founding Creator benefits. For Films approved before the Platform's public launch, the Company will (a) feature at least one Approved Film in a **homepage premiere** at public launch, and (b) display a **Founding Creator badge** on the Creator's profile. Placement details and duration are at the Company's reasonable discretion unless Schedule A states otherwise.

4. REVENUE SHARE

4.1 Free, ad-supported Films. The Company will pay the Creator **40% of Net Ad Revenue** from free, ad-supported Films. The Company retains the remaining **60%**.

4.2 Paid Films. The Company will pay the Creator **60% of Net Paid Film Revenue** from paid Films. The Company retains the remaining **40%**.

4.3 Net basis. The Creator's share is calculated only on money actually received by the Company, after the payment-gateway and ad-network fees, taxes, refunds and other deductions set out in the definitions of Net Ad Revenue and Net Paid Film Revenue.

4.4 Paid offering and other models. The Platform is free to viewers and ad-supported. A Film will be offered as a paid Film (for example, as a rental) only with the Creator's prior written consent, and the split in Clause 4.2 will then apply. Any subscription, sponsorship or other monetisation model will be agreed separately in writing.

5. PAYMENTS

5.1 Payment Cycle. The Creator's share is calculated and paid **monthly**. Payment for each Payment Cycle will be made on a disbursement date that the Company will confirm to the Creator in writing.

5.2 Statements. For each Payment Cycle, the Company will provide a statement showing views, Gross Ad Revenue, deductions, any paid film revenue and the Creator's share.

5.3 Minimum payout threshold. Payments are made once the Creator's accrued share reaches the minimum payout threshold stated in Schedule A. Amounts below the threshold roll over to the next Payment Cycle and are in any case paid on termination.

5.4 Payment method. Creators in India are paid in **INR by bank transfer**. Creators outside India are paid by a method agreed in writing (for example, international wire). Currency conversion and transfer charges are borne as stated in Schedule A.

5.5 Taxes. The Company may deduct TDS or other withholding taxes required by law and will provide the relevant certificates. GST will apply as required by law; if the Creator is GST-registered, the Creator will provide a valid GST invoice. The Creator is responsible for the Creator's own income and other taxes.

5.6 Records. The Company will keep reasonable records of revenue attributable to the Films. Once a year, on 30 days' notice, the Creator may request reasonable supporting information for any statement.

6. TERM, TERMINATION AND REMOVAL

6.1 Term. This Agreement starts on the Effective Date and continues for **12 months**, and then **renews automatically** for successive 12-month periods unless terminated under this Clause 6 (the "**Term**").

6.2 Termination on notice. Either Party may terminate this Agreement at any time by giving **30 days' written notice** to the other Party (email is sufficient).

6.3 Termination for breach. Either Party may terminate this Agreement immediately by notice if the other Party materially breaches it and does not remedy the breach within 15 days of being notified of it.

6.4 Removal at the Creator's sole choice. Removing a Film is **entirely at the Creator's sole choice**. The Creator may remove any individual Film **at any time, for any reason**, without terminating this Agreement, through the Creator Studio or by email. The Company will take the Film down from the Platform promptly after the Creator's request.

6.5 Effect of termination or removal. On termination or removal, all license rights in the affected Films end in accordance with Clause 2.5(d), and the Company will stop streaming the affected Films within a reasonable time. The Creator's share of revenue earned up to the date of termination or removal will still be paid. Promotional materials already published may remain available, but the Company will not create new ones, and it may retain records relating to the affected Films only as needed for accounting.

7. OWNERSHIP AND INTELLECTUAL PROPERTY

7.1 Creator ownership. The Creator **retains full ownership of, and copyright in**, the Films. Nothing in this Agreement transfers any ownership of the Films to the Company.

7.2 Reservation of rights. As stated in Clause 2.5(e), all rights in the Films not expressly granted to the Company in this Agreement are reserved to the Creator.

7.3 Company property. The Platform, the Creator Studio and the FilmyAI name, logo and brand remain the property of the Company.

8. WARRANTIES

8.1 Creator warranties. The Creator warrants that:

- (a) the Creator owns, or has cleared, all rights needed to grant the license in Clause 2, including rights in scripts, images, footage, **music**, sound, **voices** and the **likeness** of any real person;
- (b) the Creator's use of **AI tools** to make the Films complies with those tools' licenses and terms of use, and those terms allow commercial distribution;
- (c) the Films do not infringe anyone's copyright, trademark, privacy, publicity or other rights, and contain no defamatory, obscene or otherwise unlawful content; and
- (d) the Creator's **AI-use disclosure** for each Film is accurate and complete.

8.2 Authority. Each Party warrants that it has full power and authority to enter into and perform this Agreement.

9. INDEMNITY

9.1 By the Creator. The Creator will indemnify the Company (including Sound Matrix as operator of FilmyAI) against third-party claims, and resulting losses, damages and reasonable legal costs, arising from a breach of the Creator's warranties in Clause 8.1.

9.2 By the Company. The Company will indemnify the Creator against third-party claims arising from materials the Company itself creates (other than excerpts of the Films).

9.3 Conduct of claims. The Party seeking indemnity will promptly notify the other Party of any claim and allow it to take part in the defence.

10. LIMITATION OF LIABILITY

10.1 Excluded losses. Neither Party is liable for indirect, consequential or loss-of-profit damages.

10.2 Cap. Except for the Creator's indemnity in Clause 9.1 and breaches of Clause 11, each Party's total liability under this Agreement is limited to the total amounts paid or payable to the Creator under it in the 12 months before the claim.

10.3 No guarantee. The Company does not guarantee any minimum views, revenue or uninterrupted availability of the Platform.

11. CONFIDENTIALITY

11.1 Each Party will keep confidential the commercial terms of this Agreement (including Schedule A), revenue statements and any non-public information about the other Party or the Platform, except where disclosure is needed for professional advisers, is required by law, or is agreed in writing.

11.2 This Clause 11 survives for two years after termination of this Agreement.

12. GOVERNING LAW AND DISPUTES

12.1 Governing law. This Agreement is governed by the laws of India.

12.2 Good-faith resolution. The Parties will first try to resolve any dispute through good-faith discussion for 30 days.

12.3 Forum. Any dispute not resolved under Clause 12.2 will be referred to [courts at / arbitration seated at: ____] in [city: ____] (for example, Ongole, Andhra Pradesh, India)].

12.4 Arbitration. If arbitration is chosen, it will be conducted under the Arbitration and Conciliation Act, 1996, by a sole arbitrator, in English.

13. GENERAL

13.1 Entire agreement. This Agreement, including Schedule A, is the entire agreement between the Parties on its subject matter.

13.2 Amendment. Any change to this Agreement must be in writing and signed by both Parties.

13.3 Assignment. Neither Party may assign or transfer this Agreement, or any rights in the Films under it, without the other Party's prior written consent.

13.4 Notices. Notices are given by email: to the Company at legal@sound-matrix.com, and to the Creator at the email address stated in the Parties clause, or in each case at an address later notified in writing.

13.5 Relationship. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture or employment relationship.

13.6 Severability and waiver. If any provision of this Agreement is found invalid or unenforceable, the remaining provisions continue in full force. A failure or delay in exercising a right is not a waiver of it.

13.7 Survival. Clauses 2.5(d), 2.5(e), 4, 5, 6.5, 7, 8, 9, 10, 11 and 12 survive termination of this Agreement.

13.8 Electronic signature and counterparts. This Agreement may be signed electronically and in counterparts, each of which is an original and which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

FOR SOUND MATRIX (OPERATING FILMYAI)

FOR THE CREATOR

Signature: _____

Signature: _____

Name: **Anthony Terish**

Name: [_____]

Title: Founder & CEO

Title / Entity: [_____]

Date: [_____]

Date: [_____]

SCHEDULE A — FILMS AND COMMERCIAL TERMS

Creator: [Creator legal name or entity: ____]

Schedule date: [____]

A1. Films

#	Film title	Runtime	Language(s)	Founding premiere?
1	[____]	[____]	[____]	[Yes / No]
2	[____]	[____]	[____]	[Yes / No]
3	[____]	[____]	[____]	[Yes / No]

A2. Commercial terms

Term	Agreed value
Creator share of Net Ad Revenue (free films)	40% (FilmyAI 60%)
Creator share of Net Paid Film Revenue (paid films)	60% (FilmyAI 40%)
Territory	[Worldwide / specify: ____]
Payment Cycle	Monthly
Disbursement date	[To be confirmed by FilmyAI in writing]
Minimum payout threshold	[INR ____ / other currency ____]
Payment method	[INR bank transfer (India) / international method: ____]
Transfer and FX charges borne by	[____]
Film removal (Clause 6.4)	At the Creator's sole choice, at any time
Special terms	[____]

Initials: FilmyAI _____ Creator _____