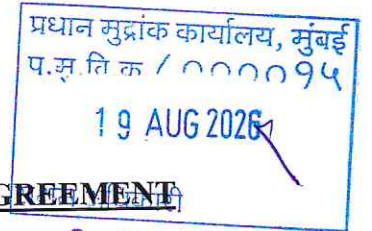




महाराष्ट्र MAHARASHTRA

2026

FA 903492



FILM PROMOTION & DIGITAL ADVERTISING AGREEMENT

This Film Promotion & Digital Advertising Agreement ("Agreement") is made and entered into on this 22nd day of August 2026 ("Effective Date"),

BY AND BETWEEN

SUNSHINE PICTURES LIMITED, a company duly incorporated and existing under the laws of India, having its registered office at A 102, Bharat Ark, Veera Desai Road, Andheri West, Mumbai 500 053, hereinafter referred to as "**Sunshine**" or the "**Client**", which expression shall, unless repugnant to the context, include its successors and permitted assigns;

AND

CITY PULSE MULTI VENTURES LIMITED, (formerly known as City Pulse Multiplex Limited) a company duly incorporated and existing under the laws of India, having its registered office at 4th floor, 401, Sachet -38, Swastik Society Opp M Square, Navaarangpur, Ahmedabad, Gujarat 380 009, hereinafter referred to as "**City Pulse**" or the "**Promotional Partner**", which expression shall, unless repugnant to the context, include its successors and permitted assigns.

Sunshine and City Pulse are individually referred to as a "**Party**" and collectively as the "**Parties**".



1. PURPOSE

1.1 Sunshine wishes to promote and advertise its films, film releases, trailers, songs, promotional videos, teasers, announcements and other related audio-visual content ("**Film Content**") through digital and connected platforms operated, owned, controlled or made available by City Pulse and/or its affiliated or connected platforms ("**City Pulse Platforms**").

1.2 City Pulse has agreed to undertake such promotional activities and display the Film Content to users of the City Pulse Platforms in accordance with the terms of this Agreement.

1.3 The Parties intend that City Pulse shall be compensated primarily on a **user-view basis**, calculated according to the number of qualifying views generated by the Film Content.

2. SCOPE OF SERVICES

2.1 City Pulse shall promote the Film Content supplied or approved by Sunshine through the City Pulse Platforms.

2.2 The promotional services may include, without limitation:

- a. displaying video advertisements to users of the City Pulse Platforms;
- b. displaying trailers, teasers, promotional clips and other Film Content;
- c. placement of Film Content within appropriate sections, feeds, applications, websites, connected devices or other digital interfaces forming part of the City Pulse ecosystem;
- d. targeted or general distribution of Film Content to relevant users;
- e. promotional placements and campaigns as mutually agreed between the Parties; and
- f. providing campaign performance and viewership reports to Sunshine.

2.3 The precise campaign, film, creative, duration, target audience, platform, placement, number of views and applicable commercial terms may be specified in individual **Campaign Orders / Insertion Orders ("IOs")** issued by Sunshine and accepted by City Pulse.

2.4 Each IO shall form an integral part of this Agreement. In the event of any conflict between this Agreement and an IO, the provisions of the IO shall prevail only with respect to the specific campaign and commercial terms covered by such IO.

3. CAMPAIGN MATERIALS

3.1 Sunshine shall provide City Pulse with all advertisements, trailers, videos, posters, artwork, logos, metadata, links, descriptions and other materials required for conducting the campaign ("**Campaign Materials**").

3.2 Sunshine shall ensure that the Campaign Materials:

- a. are technically suitable for digital distribution;
- b. comply with all applicable laws and regulations;



- c. do not infringe any third-party intellectual property, privacy, publicity or other rights; and
- d. have received all necessary approvals, certifications and clearances required for their distribution.

3.3 City Pulse shall have the right to reject or request modification of any Campaign Material that is technically unsuitable, unlawful, defamatory, misleading or reasonably likely to expose City Pulse to legal or regulatory liability.

4. USER VIEW-BASED PROMOTION CHARGES

4.1 In consideration of the services provided by City Pulse, Sunshine shall pay City Pulse promotion charges calculated on the basis of qualifying user views of the Film Content ("**Promotion Charges**").

4.2 The applicable rate per qualifying view ("**Rate Per View / CPV**") shall be mutually agreed between the Parties and specified in the applicable IO.

4.3 Unless otherwise agreed in writing, the Promotion Charges shall be calculated as:

Promotion Charges = Qualifying Views × Applicable Rate Per View

4.4 For the purpose of this Agreement, a "**Qualifying View**" shall mean a view recorded by City Pulse's platform analytics systems in accordance with the agreed campaign measurement methodology.

4.5 The Parties may agree on a minimum viewing duration for a Qualifying View, such as 3 seconds, 10 seconds, 25%, 50%, 75% or 100% completion of the relevant video. The applicable definition shall be specified in the relevant IO.

4.6 Views generated through demonstrably fraudulent, automated, bot-generated or otherwise invalid traffic shall not be counted as Qualifying Views, provided that City Pulse has reasonable technical evidence supporting such exclusion.

4.7 Unless expressly agreed otherwise in an IO, duplicate views from the same user shall be counted as separate views where they are genuine user-initiated views and are recorded by the City Pulse analytics system.

5. CAMPAIGN ORDERS

5.1 Each campaign shall be initiated pursuant to an IO or Campaign Order containing, as applicable:

- a. name of the film; Music Videos and Web shows as detailed in "Annexure 1"
- b. campaign start and end dates;
- c. Campaign Materials;
- d. applicable City Pulse Platforms;
- e. placement and/or targeting requirements;



- f. estimated or guaranteed number of views, if any;
- g. applicable Rate Per View;
- h. applicable taxes;
- i. campaign budget or maximum expenditure, if any;
- j. reporting requirements; and
- k. payment terms.

5.2 City Pulse shall use commercially reasonable efforts to deliver the campaign in accordance with the applicable IO.

5.3 Unless an IO expressly provides for guaranteed views, any view estimates provided by City Pulse shall be estimates only and shall not constitute a guarantee.

6. REPORTING AND MEASUREMENT

6.1 City Pulse shall maintain reasonable records of campaign performance, including the number of Qualifying Views generated.

6.2 City Pulse shall provide Sunshine with campaign reports at agreed intervals or upon completion of the campaign.

6.3 Unless otherwise agreed, City Pulse's platform analytics and measurement systems shall constitute the primary basis for calculating the Promotion Charges.

6.4 Sunshine may reasonably request clarification regarding reported view figures. City Pulse shall provide reasonable supporting information, subject to protection of user privacy, confidential information, security systems and proprietary analytics.

6.5 The Parties acknowledge that differences between analytics systems may occur due to differences in measurement methodology, tracking technology, latency, cookies, device identifiers and other technical factors.

7. BILLING AND PAYMENT

7.1 City Pulse shall provide log sheets/reports based on the Qualifying Views recorded during the applicable billing period which shall conclude on 31st March 2027.

7.2 Unless otherwise specified in the applicable IO, City Pulse shall issue invoices on a monthly basis or upon completion of the campaign.

7.3 Sunshine shall pay all undisputed invoices within **30 days** from the date of receipt of the invoice.

7.4 All payments shall be made in Indian Rupees (INR) into the bank account designated by City Pulse.

7.5 Applicable Goods and Services Tax ("GST") and other applicable statutory taxes shall be charged in addition to the Promotion Charges, wherever applicable.



7.6 If Sunshine disputes any portion of an invoice, it shall notify City Pulse in writing within **7 business days** of receipt, specifying the disputed amount and reasons for the dispute. The undisputed amount shall remain payable within the prescribed payment period.

7.7 Any overdue undisputed amount may attract interest at the rate of **1.5% per month**, or the maximum rate permitted by applicable law, whichever is lower.

7.8 : Sunshine shall pay an amount of INR 9,00,00,000/- (Indian Rupees Nine Crores only) plus GST on execution of this Agreement against invoice raised by City Pulse in the following Bank account :

Axis Bank A/c no. 917020020593581 : IFSC Code : UTIB0001336 Navrangpura.

8. BUDGET AND SPENDING LIMIT

8.1 Where an IO specifies a maximum campaign budget, City Pulse shall not intentionally exceed such budget without Sunshine's prior written approval.

8.2 If no maximum budget is specified, City Pulse shall bill Sunshine based on actual Qualifying Views delivered at the agreed Rate Per View.

8.3 Any minimum commitment or advance payment, if applicable, shall be expressly stated in the relevant IO.

9. INTELLECTUAL PROPERTY

9.1 Sunshine retains all rights, title and interest in and to the Film Content, trademarks, logos, promotional materials, film footage and other intellectual property supplied by Sunshine.

9.2 Sunshine grants City Pulse a limited, non-exclusive, non-transferable, royalty-free licence during the applicable campaign period to use, reproduce, transmit, display and distribute the Campaign Materials solely for performing the promotional services under this Agreement.

9.3 City Pulse shall retain all rights in its platforms, technology, software, systems, analytics, algorithms, databases, interfaces and proprietary tools.

9.4 Nothing in this Agreement shall transfer ownership of either Party's intellectual property to the other Party.

10. REPRESENTATIONS AND WARRANTIES

10.1 Sunshine represents and warrants that it has all necessary rights, licences, permissions and approvals required to provide the Campaign Materials to City Pulse and authorise their use for the purposes contemplated under this Agreement.

10.2 Sunshine shall be responsible for claims arising from any allegation that the Campaign Materials infringe third-party intellectual property or other rights.

10.3 City Pulse represents that it shall perform the promotional services with reasonable skill and care and in accordance with applicable law.



10.4 Neither Party guarantees any specific commercial result, box-office performance, subscription increase, downloads, leads, engagement or other business outcome unless expressly stated in an applicable IO.

11. COMPLIANCE WITH LAW

11.1 Each Party shall comply with all applicable Indian laws, rules, regulations and governmental requirements relating to its obligations under this Agreement.

11.2 Sunshine shall be responsible for ensuring that all Film Content and advertisements comply with applicable advertising, film, broadcasting, consumer protection and content regulations.

11.3 City Pulse shall be responsible for compliance applicable to the operation of its own platforms and delivery technology.

12. DATA PROTECTION AND USER PRIVACY

12.1 Each Party shall comply with applicable data protection and privacy laws in connection with its performance under this Agreement.

12.2 City Pulse shall not be required to provide Sunshine with personally identifiable information of individual users unless expressly permitted by applicable law and separately agreed in writing.

12.3 Campaign reporting may be provided in aggregated, anonymised or otherwise non-personally identifiable form.

13. CAMPAIGN CHANGES AND CANCELLATION

13.1 Sunshine may request changes to Campaign Materials, targeting, duration or placement, subject to technical feasibility and City Pulse's acceptance.

13.2 If Sunshine requests cancellation of a campaign after commencement, Sunshine shall pay City Pulse for all Qualifying Views delivered up to the effective date of cancellation.

13.3 Any cancellation charges or minimum commitments shall apply only where expressly specified in the relevant IO.

13.4 City Pulse may suspend a campaign where continued display of the Campaign Materials would reasonably expose City Pulse to legal, regulatory, technical or reputational risk.

14. CONFIDENTIALITY

14.1 Each Party shall keep confidential all non-public commercial, financial, technical, business and operational information received from the other Party.

14.2 Confidential Information shall not be disclosed to any third party except to employees, professional advisers, contractors or service providers who need to know such information and are bound by appropriate confidentiality obligations, or where disclosure is required by law.

14.3 These confidentiality obligations shall survive termination of this Agreement for **3 years**.



15. INDEMNIFICATION

15.1 Sunshine shall indemnify and hold harmless City Pulse, its directors, officers and employees from claims, losses, liabilities, damages and reasonable costs arising from:

- a. breach of Sunshine's representations or warranties;
- b. infringement claims relating to Campaign Materials;
- c. unlawful or unauthorised content supplied by Sunshine; or
- d. Sunshine's violation of applicable law.

15.2 City Pulse shall indemnify Sunshine against direct losses arising from City Pulse's wilful misconduct, gross negligence or material breach of its obligations under this Agreement.

16. LIMITATION OF LIABILITY

16.1 Except for liability arising from fraud, wilful misconduct, confidentiality breaches, intellectual property infringement, indemnification obligations or amounts expressly payable under this Agreement, neither Party shall be liable for indirect, incidental, special, consequential or punitive damages, including loss of profits or business opportunities.

16.2 Subject to the foregoing, the aggregate liability of either Party under this Agreement shall not exceed the total Promotion Charges actually paid or payable to City Pulse under the relevant campaign giving rise to the claim during the preceding **six months**.

17. TERM AND TERMINATION

17.1 This Agreement shall commence on the Effective Date and remain in force for **one year**, unless terminated earlier in accordance with this Agreement.

17.2 The Agreement shall automatically renew for successive one-year periods unless either Party gives at least **30 days' written notice** of non-renewal.

17.3 Either Party may terminate this Agreement for material breach if the breach is not cured within **15 days** after receipt of written notice.

17.4 Either Party may terminate this Agreement immediately where the other Party becomes insolvent, ceases business operations, or is subject to proceedings that materially affect its ability to perform its obligations.

17.5 Termination shall not affect accrued payment obligations. Sunshine shall remain liable for Promotion Charges relating to Qualifying Views delivered before termination.

18. FORCE MAJEURE

Neither Party shall be liable for failure or delay in performance caused by events beyond its reasonable control, including natural disasters, war, governmental restrictions, internet or telecommunications failures, cyber incidents, platform outages, strikes, epidemics or other events constituting force majeure, provided that the affected Party promptly informs the other Party.



19. RELATIONSHIP OF PARTIES

The Parties are independent contracting parties. Nothing in this Agreement shall be construed as creating a partnership, joint venture, agency, employment or fiduciary relationship between the Parties.

Neither Party shall have authority to bind the other Party without prior written authorisation.

20. ASSIGNMENT

Neither Party may assign or transfer this Agreement or its rights or obligations without the prior written consent of the other Party, except to an affiliate or successor pursuant to a merger, restructuring or sale of substantially all of its business, provided such successor assumes the relevant obligations.

21. NOTICES

All notices under this Agreement shall be in writing and delivered by hand, recognised courier, registered post or email to the addresses notified by the Parties.

For Sunshine Pictures Limited

Attention: Ravichand Nallappa

Email: ravichand@sunshinepictures.in

Address: A 102, Bharat Ark, Veera Desai Road, Andheri west, Mumbai 400053.

For City Pulse Multi Ventures Limited

Attention: Arpit Mehta

Email: business@wowplex.live

Address: 4th floor, 401, Sachet -38, Swastik Society Opp M Square, Navarangpur, Ahmedabad, Gujarat 380009.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed by and construed in accordance with the laws of India.

22.2 The Parties shall first attempt to resolve any dispute amicably through good-faith negotiations.

22.3 If a dispute is not resolved within **30 days**, the dispute shall be subject to the exclusive jurisdiction of the courts at **Mumbai, Maharashtra**, unless otherwise agreed by the Parties in writing.

23. ENTIRE AGREEMENT

This Agreement, together with all duly executed IOs, Campaign Orders and written amendments, constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes all prior discussions, correspondence and understandings relating to the same.

24. AMENDMENTS

No amendment or modification to this Agreement shall be valid unless made in writing and signed by authorised representatives of both Parties.



25. SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the Parties shall endeavour to replace the invalid provision with a valid provision that most closely reflects the original commercial intent.

26. COUNTERPARTS AND ELECTRONIC SIGNATURE

This Agreement may be executed in counterparts, including through electronic signatures or scanned copies, each of which shall be deemed an original and all of which together shall constitute one instrument, subject to applicable law.

SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorised representatives on the date first written above.

FOR SUNSHINE PICTURES LIMITED

Authorised Signatory

Name: **Ravichand Nallappa**

Designation: **Chief Operating Officer**

Signature: _____

Date: _____

Company Seal, if applicable:



FOR CITY PULSE MULTI VENTURES LIMITED

Authorised Signatory

Name: _____

Designation: _____

Signature: _____

Date: _____

Company Seal, if applicable:

SCHEDULE A – CAMPAIGN / INSERTION ORDER

Particular	Details
Film Name	_____
Campaign Name	_____
Campaign Start Date	_____
Campaign End Date	_____
City Pulse Platform(s)	_____
Advertisement / Video	_____
Video Duration	_____
Definition of Qualifying View	_____
Rate Per View (CPV)	INR _____ per view
Estimated Views	_____
Minimum / Guaranteed Views	_____
Maximum Campaign Budget	INR _____
Reporting Frequency	_____
Payment Terms	_____
GST	Extra, as applicable
Special Conditions	_____

For Sunshine Pictures Limited

Name: Ravichand Nallappa

Signature: _____

Date: 24 Sep 2024



For City Pulse Multi Ventures Limited

Name: _____

Signature: _____

Date: _____

ANNEXURE 1

Music Videos: 39 as per links shared

Digital Shows:

1. Bawra Mann: 12 episodes
2. Ankahee: 30 episodes
3. Bada Jurm Choti Kahani: 1 episode

For Sunshine Pictures Limited

Name: Ravichand Nallappa

Signature: _____

Date: 20 Sep 2026



For City Pulse Multi Ventures Limited

Name: _____

Signature: _____

Date: _____