

notionhive

Ref No: VDO/ANI/22/909

This video production Agreement (the "Agreement") is made and entered into this 11th day of January 2022 by and between **Notionhive Bangladesh Limited ("Notionhive")**, located at House 42A, Apartment 3B, Road 7, Sector 3, Uttara - 1230, Dhaka, Bangladesh hereinafter referred to as "The Company", AND **Teachmint Technologies Private Limited**, having its registered office located at No. 1685, 4th Floor, 27th Main Road, HSR Layout, Sector 2, Bangalore, Karnataka - 560 102 and corporate office at Enzyme - Parkview, No. 1604, 1st Floor, 25th Main, 22nd Cross Rd, Sector 2, HSR Layout, Bengaluru, Karnataka - 560 102 referred to as "The Client".

Now therefore, in consideration of the premises and their mutual covenants, the parties do hereby agree as follows.

1. Final Deliverables: The Company will provide The Client with a 40 seconds high definition video advertisement and a 15 seconds cut version of the same advertisement as per the requirements, specifications and theme suggested by The Client. The Company will also provide 5-10 photographs of the main cost as per the sample images provided by the Client.

2. Final Price as Outlined by the Scope: The final price as outlined by the scope is set at \$3550 (Three thousand five hundred and fifty US dollars) (the "Fee"), the break-up of which is specified hereunder:

Pre-production				
Item	Unit Type	Unit	Rate (USD)	Price (USD)
Concept and scripting	Per Video	1	35	35
Storyboarding	Per Video	1	35	35
			Price:	70

Production				
Item	Unit type	Unit	Rate (USD)	Price (USD)
Camera, tripod, lens, gimbal, trolley, microphone	Per setup	1	400	400

& light				
Director	Per person	1	300	300
DOP	Per person	1	150	150
Art Director	Per person	1	175	175
Photographer	Per person	1	150	150
Camera assistant	Per person	2	25	50
Sound assistant	Per person	1	25	25
Light assistant	Per person	2	25	50
Art & props assistant	Per person	2	35	70
Production assistant	Per person	2	35	70
Location (home)	Per person	1	350	350
Main cast (influencer)	Per person	1	400	400
Makeup Artist	Per person	1	100	100
Art and props	Per setup	1	450	450
Food	Per person	25	5	125
Transportation	Per transport	3	60	180
			Price:	2895

Post-production				
Item	Unit Type	Units	Rate (USD)	Price (USD)
Video Editing	Per 8 hours shift	1.5	150	225
Cut Version	Per 8 hours shift	0.5	150	75
Color Grading	Per 8 hours shift	1	150	150
CG	Per 8 hours shift	0.5	150	75
Background Music (stock)	Per music	1	30	30
			Price:	555

Project Management				
Item	Unit Type	Unit	Rate (USD)	Price (USD)
Project Manager	Per Project	1	125	125
			Price:	125

Total Exc. TAX	\$3,7955
Management	\$2455

Discount	
Grand Total (Exc. Tax)	\$3,550

3. Payment: An amount equivalent to 60% (sixty percent) of the Fee, i.e., USD. \$2130 shall be paid by The Client in advance along with a formal work order prior to project kickoff. The remaining 40% (forty percent) of the Fee i.e. USD. \$1420 is to be paid within 15 (fifteen) days after the handover as per the payment terms mentioned in the proposal. If there are any additional charges, the Company will get written confirmation from The Client and that needs to be paid during the final payment.

4. Timeline:The Company will arrange the production within 7 days from the advance payment and deliver the first draft video and photographs within 14 days from the advance payment. Based on each round of feedback (for video), The Company may take around 4 days to prepare the next/final version.

The Client must give final approval of pre-production activities (concept, script and storyboard) 3 days prior to the scheduled production start.

5. Changes in Budget: The pricing provided in clause 2 is based on the specifications mentioned in the quotation. Any changes to the quote that affect the budget or timeline will be considered a Change Request (CR) and charged at the standard Man Hour Rate of USD 25. However, such changes in the pricing shall only take place after the mutual consent of The Company and The Client.

6. Revisions: Up to two rounds of the revision can be provided on a submitted video. Any further revisions will be charged per unit or on a man-hour basis at our standard rate (\$25 per hour). The timeline may be revised based on the complexity of feedback.

A revision constitutes a change or variation to an initially presented, or in progress, video concept. This includes alteration of text, video sequences, as long as the changes do not cause a significant divergence from the initially approved concept. Any requests beyond our scope of revisions would be considered a Change Request and would incur costs based on the new requirements. Any revision in the Fee would, however, be subject to and effective only after the mutual consent of the Company and The Client is obtained for such revision.

7. Compliance: The Company shall ensure that it is in compliance with all the laws, rules, regulations, statutes, government orders, directives, circulars, etc., prevailing in Bangladesh during the video production phase. It shall further ensure that while performing the services under this Agreement, it is not violating any laws and/ or infringing the rights of any third party/ (ies). In the event any part of the final video is violating or threatens to violate any laws of Bangladesh, the Company, within the best of its knowledge, shall immediately inform

The Client of such violation/ possible violation and ensure that the necessary changes are made to the video in order to ensure compliance.

Further, the Company shall, during the term of this Agreement, keep The Client, its directors, employees, officer and representatives indemnified against any actions, consequence, claim or order passed against The Client as a result of the breach, violation and non – compliance of any statute, law or government orders. The Company shall also be liable to indemnify The Client for any losses suffered by The Client as a result of the breach of the terms of this Agreement by the Company.

Once the video is handed over to Teachmint, Notionhive shall not be responsible/liable for any of the outcome from the promotional activities taken by Teachmint.

8. Third-party trademark/intellectual Property Usage: As part of The Company's engagement with The Client, The Company may be required to create work intended for commercial use on behalf of The Client. In accordance with The Client's directions, The Company may be asked to display/incorporate trademarks and/or intellectual properties and/or resources of third parties in the work The Company produces.

The Company shall not incur any liability to The Client, or any third party as a result of any use of the trademarks and/or intellectual properties and/or resources referred to earlier in the work The Company produces for The Client.

9. Usage: The Client will only be entitled to use the provided work(s), regarded as the final product, solely as is, for its intended use only, and on its intended distribution channels. The Client shall not be entitled, by any means, to use, reproduce or resell any of the resources used within the final product separately.

10. Raw and Project Files: The Company will not provide any raw footage and/or project files under any circumstances.

11. Publicity: Unless otherwise agreed in writing, The Client will allow The Company (or any other entity any of its owners engage in professionally) along with its employees to display or showcase any/all work created in the course of the project (either partially, in full, or in modified form) as well as client's name/logo in their portfolio/marketing/promotional efforts (either online or offline), which includes, but is not limited to, websites, digital media, social media, galleries, design periodicals, exhibitions, presentations, videos/reels, festivals, shows, printed materials, presentations, and other similar media on prior written consent of the Client.

12. Disclaimer of Warranties: The Company shall create a video for The Client's purposes and to The Client's specifications. The Company does not represent or warrant that said video will create any additional profits, sales, exposure, brand recognition, or the like, and has no responsibility to The Client if the video does not lead to The Client's desired result(s).

13. Default in Payment: Payment of the balance 40% (forty percent) of the Fee is to be made by The Client within 15 days of final invoice submission. Any lapse will be considered a 'Default in Payment'. Any cheque returned due to insufficient funds will also be considered a 'Default in Payment'. The Client shall assume responsibility for all fees necessitated by Default in Payment. The Company reserves the right to legal action should The Client Default in Payment.

14. Force Majeure: If The Company cannot carry out any obligation under the Agreement either in whole or in part because of anything outside its reasonable control, including without limitation, fire, flood, storm, earthquake, explosion, accident, road or rail closures, rail derailment, wharf delays, war, terrorism, sabotage, epidemic, quarantine restriction, labour dispute or shortage, act or omission of any third person or public authority, then The Company's obligations under the Agreement will be suspended for the duration of the event or waived to the extent applicable. The decision will be made upon mutual agreement by both parties.

15. Termination: By The Client: The Client may cancel work on the video at least 7 days prior to the agreed date of the shoot by submitting a written notice to The Company. The Company will halt work upon receipt of written notice from The Client requesting cancellation. At that time, The Client will be responsible for paying for all work completed prior to The Company's receipt of cancellation request. Work completed shall be billed at The Company's standard unit or man-hour rate. If at the time of request for a refund, work has been completed beyond the amount of work covered by the initial payment, The Client shall pay for the difference.

By The Company: The Company reserves the right to refuse service and cancel the project if it deems necessary, in which case, the balance of the initial payment will be returned to The Client after all applicable fees have been deducted for work completed. The Company may cancel or halt the project for any reason it deems necessary, including, but not limited to, delays in responses from The Client. The Company does not guarantee to dedicate resources for the project beyond the timeline given in the Initial Scope (and adjusted for any approved CRs).

16. Validity: This proposal, and any specified rates, terms, and conditions contained herein, will be valid for 30 days from the day of submission.

17. Severability: If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement will still be enforceable.

18. Acceptance of Terms: The receipt of this document and confirmation of the project shall evidence acceptance of these terms.

19. Jurisdiction: In case of any disputes arising between the Parties, the Parties hereby agree to submit their disputes to the courts of Dhaka, Bangladesh.

In witness whereof, the parties have executed this contract as of the effective date.

The Company

Notionhive Bangladesh Limited

By



Name: Tareq Bin Ali

Title: Director

The Client

Teachmint Technologies Private Limited

By



Name: Divyansh Bordia

Title: Co-founder & COO