

TELE-DRAMA PURCHASE AGREEMENT

This Agreement is made and entered to on 16th day of June in the year of Two Thousand Twenty Six (2026).

BY AND BETWEEN

E.A.P. BROADCASTING COMPANY LIMITED a company with limited liability duly incorporated under the Laws of Sri Lanka and having its registered office at No. 42, Dr. N.M. Perera Mawatha, Colombo 08 (PV 2034PB) (hereinafter called and referred to as the "**Client**" which term or expression shall where the context so admits or requires mean and include the said **E.A.P. BROADCASTING COMPANY LIMITED** its successors and permitted assigns) a company which is engaged in operating a Television Station within the territory of Sri Lanka, on One Part;

AND

IMPAS PRODUCTIONS (PVT) LIMITED (PV No.00319160) a company with limited liability duly incorporated under the Laws of Sri Lanka and having its registered office at No. 23B ½, Pagoda Road, Nugegoda (hereinafter referred to as the "**Producer**" which term or expression shall where the context so admits or requires mean and include their heirs executors administrators and assigns) is engaged in producing Tele Dramas of the Other Part. (The Company and the Producer shall be hereinafter together referred to as the "**Parties**" and independently as the "**Party**").

WHEREAS as the Producers have agreed with the client to complete **One Hundred (100) Episodes** of a Sinhala Tele-Drama named and called "**ALUTH SIR**" (Hereinafter referred to as the "**Sinhala Tele-Drama**").

AND WHEREAS the Producers have agreed with the Client to provide the above number of episodes of the Sinhala Tele-Drama in consideration of the payments mentioned in Schedule A hereto and the Producers hereby undertakes to produce a quality Sinhala Tele Drama and supply to telecast and exploit the production by the Client, under the terms and conditions hereinafter set out:-

1. The Client shall edit or delete any part of the said work in order to limit the requirement of time in telecasting or to ensure that the said work contains no commercial endorsement of any product or service, individual, company, or for reasons of censorship or otherwise. Provided however no such act impairs the artistic or pictorial quality of the said work or materially interferes with the continuity of the Sinhala Tele Drama / said work.
2. The Producer doth hereby confirms that he/she has not produced any other Tele-Drama of similar script and cast to any other party and neither had used the name of the Sinhala TeleDrama in any of their previous work. The Producers further confirm that he/she shall not produce a further series to the Tele-Drama or connected series with the same or similar characters and broadcast on another television channel other than Swarnavahini or on a channel owned by a subsidiary/affiliated company of the Client.
3. In the event of the telecasting of this Tele-Drama amounts to a legal suit for an infringement of the Intellectual Property Rights of a 3rd party, the Producers shall indemnify the Client from any method of the legal suit filed against for infringement of Intellectual Property Rights of a third party.



4. The Producers agree not to undertake production of any similar Sinhala Tele Drama to any other person nor to supply, sell or give any copies or part of the Sinhala Tele Drama or any abridgment of the said Sinhala Tele Drama to any other person or company whomsoever for telecasting or broadcasting nor use of the name **"ALUTH SIR"** without the prior written approval of the Client.
5.
 - (i) The Producer agrees not to change the director, script writer, producer, and star cast without the prior written approval of the client. In the event the Producer changes the director, script writer, producer, and star cast without the prior written approval of the client, the Client has the right to terminate this agreement forthwith without any liability, cost or payment made to the Producer.
 - (ii) If the producer makes such changes without the prior written approval of the client in violation of the agreed terms and conditions herein, the producer is liable to indemnify the client from any damages (to reputation/the damages can be monitored/ monetary) that occur therein.
6. If there is any change in the cast, the director, the scriptwriter, the theme of the Tele Drama, or change of Producers himself /herself should inform the CEO or in his absence Director-Programmes of the "Client" in writing and obtain his /her consent of such amendment prior to the productions of the episodes. The Producers is hereby bound to disclose the complete information of the successors and the reasons for such changes.
7. This Agreement shall not be construed in any way as compelling the Client to televise the said work. The Client may televise the said work at any time on any day and any number of times as it may in its absolute discretion determined.
8. The Producers agree to submit a detailed and comprehensive script of the entire Tele Drama to the Client beforehand for the Client's Tele Drama and Script Selecting Panel to study and comment constructively on areas of needed changes.
9. Upon the completion of the production of the Sinhala Tele drama, the Client shall hold the exclusive and perpetual ownership of the above Sinhala Tele- drama **"ALUTH SIR"**.
10. The Client shall have exclusive rights including but not limited to, copyrights, neighboring rights, trademarks, terrestrial rights; cable and satellite, digital and online rights (including internet, streaming, and all forms of digital distribution), and all other exploitation rights in all other territories meaning of all other countries. Add digital
11. It is expressly agreed between the parties that the sole and exclusive cinematography rights including production sale, screening at cinemas, distribution and the sale of TV, DVD, VCD rights, Mobile uploads, Ringing Tones, Social Media rights, and sale of the intellectual rights of the said Production shall be vested with the Client.
12. The Client has exclusive rights, including web/internet rights to telecast the Sinhala Tele Drama at any point of time and any amount of times in the future at its discretion without any limitations whatsoever and the Producers shall not claim for payment for such telecast or any right over the Sinhala Tele Drama.
13. The Producers expressly agree to telecast the episodes subject to the following terms and conditions;
 - a) The parties agree that the said Sinhala Tele-Drama ratings shall be reviewed post-completion of every 20 episodes by the Client.



- b) In the event of a discontinuation of the Sinhala Tele Drama, the Client will only be responsible for payments up to the last day of the telecast. The Client shall not be liable for the balance production of episodes under any circumstances.
14. The Producers undertake to provide Trailers, Artworks & other promotional materials related to the Sinhala Tele-Drama as and when required by the Client, failing which the Client has the right to discontinue the Tele Drama resulting in nonadherence to the verbal/written reminders.
15. The Producers shall, by all means, ensure that any resources whatsoever belonging to the Client, whether tangible or intangible, shall not be used for any purpose/s with related to the development of the said Tele-Drama from its inception to any future date.
16. The Producers undertake to maintain the commercial acceptance of visual and audio quality and expressly agree that if such quality is not maintained, the Client shall have the sole discretion and authority to terminate the Agreement with immediate effect.
17. The Producers expressly agree that all rights relative to the visuals and songs/sounds including but not limited to the music, Title Song, Background Music of the Sinhala Tele Drama shall be the sole property of the Client.
18. The Producers shall ensure to provide a minimum of 10 episodes to Client in addition to the last episode at any given time to overcome last-minute difficulties on shortages.
19. The Producer agrees to perform any edits requested by the Client without any additional cost and after the provider of all episodes has been fully completed, the Producer agrees to deliver all completed episodes to the Client on a pen drive.

20. PAYMENTS

Payments shall be released to the Producer subject to the following: -

- a) The parties agree that the Client shall commence payment after the airing of the first twenty (20) episodes beginning for the first five episodes.
- b) Thereafter the Client agrees to make the payment to the Producers on submission of invoices at the end of each week indicating the number of episodes and payments to be made within thirty days (30 days) after receiving invoices.
- c) Payments shall be made to the following beneficiary and bank account;
- Beneficiary : IMPAS Productions (PVT) LTD
 - Bank Account Details: 100314038199
Sampath Bank – Thalawathugoda Branch
- d) The Client shall have the sole authority to recommend payments for release to the Producers as per schedule 'A' attached hereto which forms an integral part of this Agreement.
- e) The Producers hereby agree that the cost per episode for all episodes covered under this Agreement shall be the amount specified in Schedule "A" hereto and shall remain fixed and unchanged throughout the term of this Agreement. The Producers shall not be entitled to any increase in the agreed cost per episode in respect of the episodes specified in Schedule "A" herein, regardless of any increase in production costs, expenses, or other circumstances.

21. INDEMNITY

The Producers undertake to indemnify the Client against any liability resulting from libel, slander, infringement of copyright, piracy, unfair competition, invasion of the right of privacy or otherwise arising from the use of the material by the Client.

22. TERMINATION

Both parties agree that the Termination of this Agreement shall take place;

- (i) At the discretion of the Client by providing a Two (02) week prior notice.



- (ii) In the event of a change of the cast or theme of the Sinhala Tele-Drama without the prior written approval of the Client this agreement will be terminated forthwith
- (iii) On any non-adherences to the term and conditions whatsoever enforced by the Client in this agreement.

23. **FORCE MAJEURE**

If at any time during the continuance of this Agreement, the performance in whole or in part by either Party or any obligation under this Agreement (other than an obligation to make a payment) shall be prevented or delayed by reason of governmental decision, war whether declared or not, hostilities, the act of the public enemy, civil commotion, insurrection, riot, civil strike, calamity, movable accident, sabotage, fire, typhoons, flood, or any natural disasters, explosion, epidemics, quarantine restrictions, disturbance in supplies from normally reliable sources (including but not limited to electricity, water, fuel), strike and lockout or any other event beyond the reasonable control of the Party concerned (hereinafter referred to as the "Eventuality") and then such failure shall not be deemed to constitute a breach of this agreement.

24. **DISPUTE RESOLUTION AND ARBITRATION**

- a) This Agreement shall be governed and interpreted in accordance with the Laws of Sri Lanka.
- b) In the event of any doubt, controversy, or claim arising from, out of, or in connection with this Agreement, or on the rights, duties, obligations, or liabilities of any party hereto or on the operation, breach, termination or invalidity thereof and any dispute or difference whatsoever arising between the parties hereto concerning matters relating to these presents or any provision thereof, the parties shall use their best endeavors to resolve the dispute or difference amicably and in accordance with the conditions of this Agreement.
- c) However no amicable resolution is sought then the parties shall refer the said difference or dispute whatsoever to the normal legal procedure.

IN WITNESS WHEREOF the **Producers** and **Client** have caused their common seal and signatures to be affixed hereunto and to one other of the same tenor at the place and on the date herein before mentioned.

SCHEDULE "A"

PROGRAMME TITLE	"ALUTH SIR"
STAR CAST	Sangeeth Satharasinghe Suhandhi Moshadhi Madushani Hathlawatte Nimmi Manohari Vishwa Kodikara
DIRECTOR	Supun Chameera Rathnayake
PRODUCER	IMPAS Productions (PVT) Ltd
SCRIPT WRITTER	Saddhamangala Sooriyabandara
NO OF EPISODES DURATION	One Hundred Only (100) Tele-Drama contents minimum of 21 minutes, excluding Theme song, beginning titles, end titles (Total 24 minutes).
NUMBER OF SCENES PER EPISODE	Average of Six (06) scenes or more
MATERIALS	Producer will deliver the drama on an external hard drive as per the format requested by EBC.



COST PER EPISODE (Excluding VAT)

Rs.320,000/=

(Three Hundred Twenty Thousand Sri Lankan Rupees Only) cost per Episode + + Additional payment based on YouTube views according to the below "annexture 01"

Annexture 01 - Additional Payment based on YouTube Views

YouTube Views	Amount
100,000 – 250,000	5000
250,001 – 300,000	10,000
300,001 – 400,000	20,000
400,001 – 500,000	25,000
500,001 – 750,000	40,000
750,001 – 1,000,000	60,000
1,000,001 - above	75,000

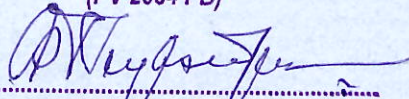
Note: Only first 24 hours view count will be taken into consideration for an additional incentive for each episode.

- Considering the average conversion rate for the applicable week.
- You Tube Statistics will be submitted with the invoice.

FIRST PARTY (Client)

For and on behalf of the Client, the Common seal of within named **E.A.P. BROADCASTING COMPANY LIMITED** was hereto affixed in the presence of **Mr. Govindasamy Thuraiappah** Jeyaseelan being the authorized signatory before the following witnesses.

E A P BROADCASTING COMPANY LIMITED
(PV 2034 PB)


Authorized Signatory

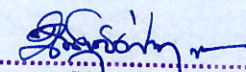
SECOND PARTY (Producers)

For and on behalf of the New Producer, the Common seal of within named **IMPAS PRODUCTION (PVT) Ltd** was hereto affixed in the presence of

.....
W.P.C.P Wijetunga
.....

being the Director signatory of the following witnesses.

IMPAS PRODUCTIONS (PVT) LTD
PV 00319160


Director

WITNESSES:

1) Name : **Agathya Kannangara**
NIC No : **200050301082**
Signature : 

2) Name : **S.M.SOORIYABANDARA**
NIC No : **6871171V**
Signature : 