SUNRISE PICTURES Pvt. Ltd.

Purano Baneswor, 32, Kathmandu

FILM DISTRIBUTION AGREEMENT

Final

This Film Distribution Agreement (the "Agreement") is made between the parties identified below concerning the theatrical

distribution of the feature film Batulo Jun (the "Film").

FIRST PARTY

Sunrise Pictures Pvt. Ltd.

Old Baneshwor, Ward No. 32, Kathmandu, Nepal

Production Contact: Bhuwan KC / Jiya K.C

Email: Kcj4372@gmail.com

SECOND PARTY (JOINTLY)

Vishika Films Pty Ltd

ABN: 13 684 125 862

Unit 8 Hayburn Ave, Rockdale NSW 2216, Australia

Director: Govinda Bhandari

Attention: Prem Prasad Dhami

Paton Street, Woy Woy NSW 2256, Australia

Phone: 0406 614 792

AND

HimaRoo Entertainment Pty Ltd

ABN: 25 685 776 345

Woy Woy, NSW, Australia

Director: Prem P. Dhami

SUNRISE PICTURES PVT. LTD

Vishika Films Pty Ltd and NimaRob Entertainment Pty Ltd are collectively referred to in this Agreement as the "Second Party".

Unless expressly stated otherwise, all rights, obligations, representations and responsibilities of the Second Party apply jointly to both companies.

SUNRISE PICTURES Pvt. Ltd
Purano Baneswor, 32, Kathmandu

1. FILM DETAILS

Film Title: Batulo Jun

Director: Bhuwan KC

Producers:Jiya KC; Bhavishya Khadka

Production Company:Sunrise Pictures Pvt. Ltd.

Runtime:Approximately 2 hours 30 minutes

Nepal Release Date:Kartik 26

Australia / New Zealand Release

Date:To be mutually agreed in writing, subject to Clause 7

Principal Cast:Anmol KC, Bhuwan KC, Princy Khatiwada, Garima Panta, and others

2. APPOINTMENT AND GRANT OF RIGHTS

The First Party appoints the Second Party as the exclusive theatrical distributor of the Film in Australia and New Zealand

during the Term. The First Party grants the Second Party the rights reasonably necessary to arrange, market, promote,

distribute and coordinate theatrical exhibition of the Film, including cinema screenings and related promotional or theatrical

events, within the Territory.

3. TERRITORY

The territory covered by this Agreement is Australia and New Zealand (the "Territory"). The Second Party shall have

exclusive theatrical distribution rights for the Film in the Territory during the Term. This Agreement does not grant digital,

television, streaming, airline, home entertainment or other non-theatrical rights unless separately agreed in writing.

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4. TERM

This Agreement commences on the date of the last signature. The exclusive theatrical rights shall continue for six (6) months

from the Australia/New Zealand theatrical release date. Unless extended by written agreement, the theatrical rights expire at

the end of that six-month period, subject to accrued payment, accounting, confidentiality and other obligations that by their

nature survive expiry.

5. Advance Term

The Second Party shall pay the First Party advance of NPR 20,00,000 (Nepalese Rupees Twenty Lakh

only) upon execution/exchange of this Agreement, subject to the release-date condition in Clause 7. The is advance recoupable

from Film revenue in accordance with Clause 6.

6. RECOVERY OF ADVANCE, EXPENSES AND REVENUE SHARE

Film revenue shall be accounted for in the following order: (a) gross box office revenue; (b) cinema/exhibition and ticketing

deductions; (c) approved distribution, marketing and release expenses; (d) recovery of the NPR 20,00,000 advance; and (e) the

remaining Net Distributable Revenue ("NDR"). After the foregoing deductions and recovery, NDR shall be divided 80% to the

First Party and 20% to the Second Party. The Second Party's 20% share is its agreed distribution entitlement.

7. BOX OFFICE RELEASE AND 10-DAY CONFIRMATION

The Second Party shall confirm the Australia/New Zealand box office release date in writing to the First Party within ten (10)

days after signing this Agreement. If the release date is not confirmed within that period, the First Party shall refund the full

MG of NPR 20,00,000 to the Second Party. Upon receipt of the full refund, this Agreement shall automatically terminate and

be of no further effect, except for provisions that by their nature survive termination. For clarity, the ten-day period concerns

confirmation of the release date and does not require the theatrical release itself to occur within ten days.

8. EXHIBITION AND EVENT RIGHTS:

- Australian Premiere and Promotional Tour – Travel

For the Australian Premiere and official promotional tour of the Film, the Distributor shall bear the cost of three (3) round-trip international air tickets for the Producer/Film team, as mutually agreed between the parties.The names and travel schedule of the three persons shall be finalized by mutual consultation between the Producer and Distributor, subject to reasonable advance notice and availability.

- Accommodation and Other Tour Expenses

The accommodation and other reasonable expenses directly related to the official Australian Premiere and promotional tour shall be shared 50:50 between the Producer and the Distributor, unless otherwise mutually agreed in writing.

Such expenses may include reasonable:

Hotel/accommodation expenses;

Local transportation;

Event-related transportation;

Necessary hospitality expenses; and

Other mutually approved expenses directly connected with the official promotional tour.

Any extraordinary or additional expense shall require prior mutual approval.

- Special Shows, Premiere, Meet & Greet and Other Programs

Any Special Show, Premiere, Meet & Greet, Fan Meet, Promotional Event, Charity Show, Private Screening, Gala Event or similar program organized in Australia separately from the ordinary cinema theatrical release shall be treated as a separate event/program.The Distributor shall not have an exclusive or automatic right over such programs merely by virtue of holding the theatrical distribution rights.Any such program shall be organized only with the prior approval and coordination of the Producer/Production House.

- Revenue Sharing for Special Programs

For every separately organized Special Show, Premiere, Meet & Greet, Promotional Event, Fan Event or similar program, the revenue generated from the program shall be distributed as follows:

70% – Producer/Production House

30% – Event Organizer/Distributor

This 70:30 revenue-sharing arrangement shall apply after deduction of mutually approved direct event expenses, unless otherwise agreed in writing for a particular program.

The Organizer/Distributor shall provide a complete statement of revenue and expenses for each such program.

- Program Design and Creative Control

The overall concept, branding, creative design, promotional materials, official artwork, stage branding and presentation of all official Film-related programs shall be developed and approved by the Production House/Management.The Distributor may coordinate and execute the approved program in Australia either directly or through an event-management company appointed by the Distributor on its behalf.However, no major change to the Film's branding, artist presentation, official artwork, promotional concept or program format shall be made without prior approval from the Production House/Management.

- Event Management

The Distributor may manage the logistics and execution of approved Australian programs directly or may appoint an experienced event-management company to manage the program on the Distributor's behalf.The Distributor shall remain responsible for ensuring that any appointed event company complies with the terms of this agreement and the instructions/approvals of the Production House.

- Merchandise Sales
- For merchandise specifically created or sold in connection with the Film and its additional promotional programs, the net revenue from merchandise sales shall be shared:

80% – Producer/Production House

20% – Distributor/Event Organizer

9. DISTRIBUTION, MARKETING AND RELEASE EXPENSES

The Second Party shall initially bear reasonable costs required to distribute, market and release the Film, with recoverable

costs treated in accordance with Clause 6. Recoverable expenses may include cinema/exhibition charges, advertising,

posters and banners, DCP preparation, subtitles and technical preparation, publicity, red-carpet or premium events, ticketing

platform charges and other reasonable release-related expenses. Total marketing expenses shall not exceed AUD 8,000

without prior written agreement of both parties. Cinema/exhibition charges and other non-marketing release costs are not

included in this AUD 8,000 marketing cap.

10. FILM MATERIALS AND DELIVERY

The First Party shall provide the Second Party with the final approved Film and all materials reasonably required for theatrical

release, including DCP or other agreed technical files, complete subtitles, artwork, trailer, promotional materials, metadata

and other materials required by cinemas, classification authorities, exhibitors or ticketing platforms. The final Film file and

complete subtitles shall be provided no later than fourteen (14) days before the agreed Australia/New Zealand release date,

unless the parties agree otherwise in writing. The First Party shall ensure that the delivered materials are technically suitable

and lawfully supplied for the agreed use.

11. CLASSIFICATION AND REGULATORY MATERIALS

The parties shall cooperate in good faith to obtain any classification, rating, censorship or other regulatory approval required

for theatrical exhibition in Australia and New Zealand. The First Party shall promptly provide any additional materials or

information reasonably required for classification or regulatory purposes.

12. CINEMA AND EXHIBITOR ARRANGEMENTS

The Second Party shall be responsible for liaising with cinemas, exhibitors, venues, ticketing platforms and other relevant

parties for theatrical exhibition in the Territory. Commercial arrangements with individual cinemas and exhibitors may be

negotiated by the Second Party in the ordinary course of distribution, subject to this Agreement.

13. BOX OFFICE REPORTING

The Second Party shall provide the First Party with a Regular direct Box office DCR report for the Film, including, where reasonably

available, gross ticket revenue, cinema/exhibition deductions, ticketing charges, recoverable expenses, advance recovery, Net

Distributable Revenue and the resulting shares of the parties.

14. ACCOUNTING AND REVENUE PAYMENT

The Second Party shall maintain reasonable records of theatrical revenue and release expenses. The First Party's net share,

if any, shall be paid within thirty (30) days after the final theatrical screening date, subject to receipt and reconciliation of

relevant cinema and ticketing statements. If a cinema or ticketing provider has not yet remitted funds by that date, the parties

shall reconcile and pay the outstanding amount promptly after receipt.

15. PAYMENT DETAILS

The First Party shall provide and verify its nominated bank account details at the time of contract exchange. Payments due to

the First Party shall be made to the officially verified account. Payment to the verified account shall constitute payment to the

First Party.

16. REPRESENTATIONS AND AUTHORITY

The First Party represents and warrants that it has the necessary authority and rights to enter into this Agreement and grant

the rights described herein. The Second Party represents that Vishika Films Pty Ltd and HimaRoo Entertainment Pty Ltd

each has authority to enter into this Agreement and jointly undertake the obligations of the Second Party.

17. CONFIDENTIALITY

The parties shall keep confidential the commercial terms of this Agreement and non-public business, financial and technical

information received from the other party, except where disclosure is required by law or reasonably required by professional

advisers, financial institutions, insurers, auditors, cinemas, exhibitors, ticketing providers or other service providers who

require the information for performance of this Agreement.

18. DISPUTE RESOLUTION AND GOVERNING LAW

The parties shall first attempt in good faith to resolve any dispute through negotiation between authorised representatives. If

the dispute is not resolved by negotiation, either party may seek appropriate legal remedies in a court of competent

jurisdiction. Before execution, the parties shall confirm and insert the governing law and jurisdiction applicable to this

Agreement: _____.

19. TERMINATION

In addition to the specific termination right in Clause 7, the Agreement may be terminated by written mutual agreement or

where a party materially breaches the Agreement and, where the breach is capable of remedy, fails to remedy it within

fourteen (14) days after receiving written notice. Termination shall not affect accrued payment, accounting, confidentiality or

other rights and obligations that by their nature survive termination.

20. ENTIRE AGREEMENT AND AMENDMENTS

This Agreement constitutes the entire understanding between the parties concerning the Film distribution rights described

herein and supersedes prior discussions on the same subject to the extent inconsistent with this Agreement. Any

amendment, extension or variation must be in writing and signed or otherwise expressly agreed in writing by authorised

representatives of all parties.

21. SEVERABILITY

If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be read down or severed to the

extent necessary, and the remaining provisions shall continue in effect to the extent permitted by law.

22. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in counterparts, including by electronic signature or exchange of signed PDF copies. Each

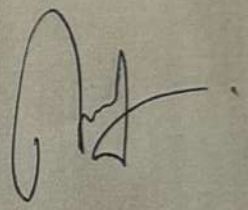
counterpart shall be treated as an original and together shall constitute one instrument, to the extent permitted by applicable

law.

23. ACKNOWLEDGEMENT

The parties acknowledge that this document is prepared as review and mutual agreement. The parties should obtain independent legal and financial advice as appropriate and confirm all commercial details, authority, governing law,

jurisdiction and execution requirements before signing.



24. BANK DETAILS OF FIRST PARTY

Account Name: Sunrise Pictures PVT .LTD

Bank Name: Nabil Bank

Branch: Old baneshwor,kathmandu

Account Number: Current Account Speical

SUNRISE PICTURES Pvt. Ltd

Purano Baneswor, 32, Kathmandu

SWIFT/BIC Code: NARBNPKA

The First Party confirms that the above bank details will be provided and verified at the time of contract exchange.

25. SIGNATURES

FOR THE FIRST PARTY

FOR THE SECOND PARTY — HIMAROO ENTERTAINMENT PTY LTD

Name: Prem P. Dhami (Pramez)

Name: _____

Position: Director

Position: _____

Signature: Pramez

Signature: _____

Date: 01.010.2026

Date: _____

FOR THE SECOND PARTY — VISHIKA FILMS PTY LTD

Name: Govinda Bhandari

Position: Director

Signature:

Date: 01/10/2026

26. WITNESSES

WITNESS FOR FIRST PARTY

WITNESS FOR SECOND PARTY

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Name : Sudin KC

Signature: _____

Date: 2026/10/1

Date: _____

Important: This draft is intended for review and mutual agreement. It should be reviewed by an appropriately qualified lawyer before

execution, particularly the governing law, jurisdiction, exclusivity, MG/refund mechanism, tax treatment and enforceability of electronic

signatures.

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