

महाराष्ट्र MAHARASHTRA

● 2019 ●

VE 415779

प्रधान मुद्रांक कार्यालय, मुंबई
प.म. ति.क्र. १००००२०
५ - 9 APR 2019
सक्षम अधिकारी

DEED OF ASSIGNMENT AGREEMENT

श्रीमती. एस. दि. मसुरकर

THIS DEED OF ASSIGNMENT AGREEMENT (this "Agreement") is made on this 13th day of May, 2019 at Mumbai

BY AND BETWEEN

THIRD CULTURE ENTERTAINMENT PRIVATE LIMITED, a company under the laws of India with its address registered at 205/96, Nehru Place, South Delhi, New Delhi - 110019 having PAN No. **AAGCT4226N** (hereinafter referred to as "**Assignor**"), which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors in interest and assigns of the **FIRST PART**;

AND

UDYAN SAGAR (NUCLEYA), an Indian citizen residing at 17, Claming Estate, Kamat Green Valley, Povorium, Bardez, Goa - 403521 (hereinafter referred to as "**Confirming party**"), which expression shall, unless repugnant to the meaning or context thereof, be deemed to include its successors in interest and assigns of the **SECOND PART**;

AND

NOVEX Communications Private Limited, a company incorporated under the laws of India, under the Indian Companies Act, 1956 and validly subsiding under the Companies Act, 2013, as applicable, having its Registered Office at B / 301, Remi Biz Court, Plot No. 9, Shah Industrial Estate, Off. Veera



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जोडपत्र - २ Annexure - II

मुद्रांक विक्री नोंद वही अनु. क्रमांक/दिनांक (Serial No./Date)	
दस्तावेजा प्रकार (Nature of document)	Agreement
दस्त नोंदणी करणार आहेत का ? (Whether it is to be registered)	YES/NO
मिळवणीचे शीर्षक/विवरण (Property Description)	
मुद्रांक नोंदणी (Stamp Duty)	
गुण	
परिपत्रक	
<p>२८१</p> <p>शितल अशोक बाटे</p>	
<p>मिळवणीचे शीर्षक/विवरण: मॉडेल स्टेट मॉडेल स्टेट - अशोक बाटे सोसायटी लि. नयात - दारणी व रमि व्हाटासोव, विठोबा मुंढ, विंडोशी दार डेपोलवळ, जनरल अशोक कुमार रोड, मार्ग, पारभोय (३), मुंबई - ४०० ०६३. ज्या कारणासाठी मुद्रांक नोंदणी केल्या त्याची त्याच कारणासाठी मुद्रांक खर्चाची फसनावाचूने व नोंदणीत सापरणे बंधनकारक आहे.</p>	

NOVEX COMMUNICATIONS PVT. LTD.
 B-301, Rami E2 Court, Plot No.9,
 Shah Industrial Estate, Off. Veera Desai Road,
 Andheri (W), Mumbai-400 058

7-6 MAY 2019

Milad W. H. K. & P. A.
 H. S. O. K.



Desai Road, Andheri (West), Mumbai-400053, bearing Corporate Identity Number U92132MH2002PTC135397 (hereinafter referred to as “the Assignee”), which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors-in-interest and permitted assigns) of the **THIRD PART**;

The **Assignor**, Confirming party and **Assignee** are hereinafter individually referred to as “**Party**” and collectively as “**Parties**”, as the case may be.

WHEREAS

1. The Assignor is a high-end artist management, bookings and events company.
2. The Assignor is the exclusive Assignee for all formats/modes and mediums for the songs mentioned in the Schedule I of this Agreement and is duly authorized by Confirming party vide agreement dated 08th September, 2017 to enter into the agreement with Assignee for this purpose.
2. Assignee is inter alia, engaged in the business of obtaining rights in various kinds of Songs/sound recordings and sub-licensing and authorizing the usage of such songs/sound recordings for the public performances for ground events and venues.
3. The Assignee is desirous of acquiring assignment in and to the Copyright for the On Ground Public Performance Rights and Ship rights (as defined under this Agreement) of sound recordings as well as the underlying works of the Confirming Party whether published or otherwise, including those recorded on the sound track/recording of Cinematograph Films/Albums or sound recording (as defined herein) in and to the Songs/Sound Recordings of certain cinematographic films/Albums and the Parties have entered into discussions and in furtherance to the terms & conditions agreed under such discussions, the Assignor and Confirming party have together agreed to Assign the On Ground Public Performance Rights and Ship rights (as defined under this Agreement) of sound recordings, and the underlying rights, in and to the sound recordings of the cinematographic film/Albums in which the Assignor is the copyright holder or right holder for the Term and Territory (as defined herein) on the terms and conditions as set forth in this Agreement.

NOW THIS DEED OF ASSIGNMENT WITNESSETH and is hereby agreed by and between the Parties hereto as follows:

1. DEFINITIONS

For the purpose of this Agreement:

- a. “**Albums**” shall mean the cinematographic films/ music albums produced, owned, acquired and controlled by the Assignor and/or the Confirming Party and as set forth under Schedule I of this Agreement hereto. The list of Albums set forth in Schedule I shall at no additional cost, also include the new cinematographic films/Albums which shall be produced, owned and controlled by the Confirming Party during the Term and Territory.
- b. “**Song(s)**” shall mean the **Audio Songs** of the films/Albums specifically listed in Schedule I and forthcoming films/albums produced, acquired and the rights assigned hereunder, which are controlled by the Assignor and/or Confirming Party and as amended by the Assignor and/or Confirming Party from time to time and recorded in writing by the Parties by the way of any an addendum hereto.
- c. “**Sound Recordings**” shall mean the recording of the Songs from which such sounds may be produced regardless of the medium on which such recording is made or the method by which the sounds are produced.
- d. “**Musical Work**” and “**Literary Work**” shall have the meanings assigned to them as per the provisions of the Copyright Act, 1957 and as amended from time to time without prejudice to the generality of the expression and includes:



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- i. Any combination of melody and harmony or either of them, printed, reduced to writing or otherwise graphically produced or reproduced.
 - ii. Any part of a musical work.
 - iii. Any musical accompaniment to non-musical plays.
 - iv. Any words or music of monologues having a musical introduction or accompaniment
 - v. Performance of any vocal or instrumental music either live or by record disc, tape, sound-track/recording of cinematograph film or sound recording or in any other form of audio or video recording.
 - vi. Any words (or part of words) which are associated with a musical work (even if the musical work itself is not in copyright, or even if the performing rights in the musical work are not administered by the society).
- e. **“Third Party”** shall mean the party interested to secure license for the song(s). Third parties for the purpose of this Agreement shall mean and include commercial establishments including without limitation to hotels, restaurants, discotheques, casinos, college campuses, event companies, DJs, cinemas halls, shows, malls, stores, shops, salons, parlours, religious events, marriage halls, railway and bus stations, airports, buses, cabs, taxis, airports, ships, cruise liners, motels, guests houses, banks, offices, clinics, amusements parks, clubs, private shows, fashion shows, exhibitions, Banquet halls, Palace, Resorts, pubs, bars, lounge, and any other public areas.
- f. **“On Ground Public Performance Rights”** shall, mean the right of making available or communicating i) the sound recording of a song or ii) a visual or acoustic presentation of the Underlying Works thereof, to the public, for being seen, heard or otherwise enjoyed as part of any on-ground activity or a live performance given in public such as during live events, stage shows, award ceremonies, on-stage performances, dance performances, choreographed activities or within clubs, lounges, restaurants, hotels, restaurants, discotheques, bars, pubs, casinos, college campuses, corporate events, DJs, cinemas halls, shows, malls, stores, shops, salons, parlours, religious events, charitable functions, marriage halls, railway and bus stations, airports, buses, cabs, taxis, airports, ships, cruise liners, motels, guests houses, banks, offices, clinics, amusements parks, clubs, private shows, fashion shows, exhibitions, banquet halls, palaces, resorts, and hotels and any other public place where the sound recording can be played or made available for being seen, heard or otherwise enjoyed by members of public regardless of whether any member of public actually sees, hears or otherwise enjoys the same whether with or without payment of entrance fees to any such place.
- g. **“Underlying Works”** shall mean all the underlying lyrics (which are literary works) and musical compositions (which are musical works) of the Songs;
- h. **“Ship Rights”** shall mean the right to exploit the Sound Recordings on ships of any country or any water transport vessels in any river, sea, oceans or other water bodies in any part of the World by way of communication to the public at restaurants, bars, lounges and other public areas of ships
- i. **“Force Majeure Event”** includes fire, earthquake, flood, tsunami, epidemic, strike, lockout, labour controversy, riot, civil disturbance, war, civil commotion, acts of God, failure or delay of any transportation agency, laboratory, or any other furnisher of essential supplies, equipment, or other facilities; omissions or acts of public authorities that prevent or delay the performance of an obligation relating to the acts of public authorities, including changes in law, regulations, or the policies of the Government, or other regulatory authority acts which are beyond the control of either Party or any other reasons which cannot be reasonably forecasted or provided against, and which cannot be predicted by men of ordinary prudence.
- j. **“Language”** shall mean the original language of the said film and/or the Song(s), which is Hindi and any other regional languages.
- k. **“Tax”** shall mean the taxes as applicable under the Law for the purpose of this Agreement including but not limited to Service Tax, VAT and/or GST (as applicable).



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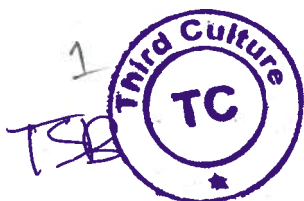
- l. "Term" of this Agreement shall mean a period of Two (2) Years starting from 13th May, 2019 and ending on 12th May, 2021, unless otherwise extended or terminated as per terms of this Agreement.
- m. "Territory" shall mean the territory of India only for On Ground Performance Right in and to the sound recordings and the Underlying Works of the Confirming Party and the World for Ship Rights in and to the sound recordings and the Underlying Works of the Confirming Party.

2. GRANT OF RIGHTS

- 2.1. In lieu of the Consideration hereinafter paid and agreed to be paid as per provisions of Clause 4 of this Agreement and subject to the full and timely performance and observance by the Assignee of the covenants, undertakings, obligations, representations and warranties herein, the Assignor hereby agrees to assign, on exclusive basis, the On Ground Public Performance Rights and Ship Rights in and to the sound recordings and the Underlying Works of the Confirming Party in respect of the Songs/Sound Recordings and the Underlying Works in the Films/Albums as stated in **Schedule I** (which shall include present and future releases during the Term) in favour of the Assignee during the Term within the Territory (hereinafter referred to as "Assigned Rights"). For avoidance of any doubt it is hereby clarified that the Assignee may grant the licenses to Third Parties only in respect of the On Ground Public Performance Rights and Ship Rights as defined herein above in relation to the Songs/Sound Recordings and the Underlying Works during the Term within the Territory under this Agreement. It is hereby clarified that only the Assigned Rights as specifically stated above have been granted and all other rights have been specifically reserved by the Assignor.
- 2.2. The Assigned rights granted hereunder by the Assignor to the Assignee shall be read and construed as the Assignee's right and entitlement to grant further license(s) under Section 30 read along with section 18 (2) of the Copyright Act, 1957 as amended from time to time ("Act"). However, it is hereby clarified that the Assignee shall not be in any manner be entitled to assign the Assigned Rights to any other third party or create any lien, encumbrance or alienate the Assigned Rights granted hereunder.
- 2.3. Exploitation of the Assigned Rights and/or the Song(s) upon the expiry of the Term or earlier termination of this Agreement shall be deemed and construed as material breach of this Agreement and the Assignee shall pay to the Assignor liquidated damages in the manner as detailed under Clause 6 hereunder.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Assignor and confirming party hereby represents and warrants as under:
- that it has entered into agreements for acquisition of legally valid title for the Songs/Sound Recordings, Underlying Works, Ship Rights and the Assigned Rights or any part thereof in the created works and for future works, once such future works comes into existence. To the knowledge of the Assignor, such Assigned Works do not and will not infringe any copyrights of any third parties.
 - that it has not assigned the Assigned Rights/On Ground Public Performance Rights, Ship Rights of the Sound Recordings and Underlying Works, or any part thereof to any other entity and/or anybody registered as copyright society, except the Assignee.
 - that it will hand over letters to third parties, as per names as mutually agreed, based on a list to be provided by the Assignee, to the effect that Assigned Rights in Sound Recordings have been Assigned to Assignee .
 - that it allows the Assignee to use logo of the Assignor and/or the Confirming party during the term of Agreement for marketing and non-commercial purposes only and subject to the prior written approval of Assignor and/or the Confirming party (emails permitted).
 - The Assignor and/or Confirming party shall regularly send Sound Recordings of the newly released music along with publicity material in e form to the Assignee (emails permitted).



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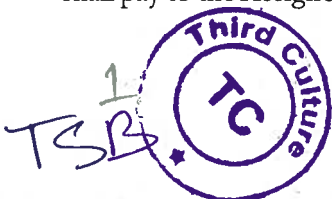
- f. The Assignor represents and confirms that the On Ground Public Performance Rights and Ship Rights in the Sound Recordings and Underlying Works of the Confirming Party in respect of the Songs in the Films/Albums as stated in Schedule I are exclusively assigned to the Assignee and are absolutely free of any encumbrances and there is no claim, rights, title, interest or agency of any other person/s or any other entity.
- g. Once the agreement is signed and executed, the confirming party will make itself available for a press conference organized by Assignee regarding the present Agreement. Any and all expenses related to the said press conference shall be solely born by Assignee.
- h. The Assignor and Confirming party hereby also undertakes that after the execution of this agreement the Assignor and Confirming party shall not assign/license the said Assigned Rights to IPRS, PPL, ISRA and any other company or association.

3.2 The Assignee hereby represents and warrants as under:

- a. it has full power and authority to enter into this Agreement and fulfill and perform its obligations contemplated in this Agreement and this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- b. This Agreement entered into has been duly authorised by all necessary authorization proceedings, has been duly and validly executed and delivered, and is a legal, valid, binding and enforceable obligation in accordance with the terms hereof; and that the executants of this Agreement are duly empowered and authorized to execute this Agreement and to perform all its obligations in accordance with the terms herein.
- c. there are no contracts, agreements or understandings with any third party restricting or preventing it from performing the obligations as set forth in this Agreement during the Term;
- d. the Assignee shall not in any manner create any charge, lien, encumbrance or shall not alienate the Assigned Rights in any manner whatsoever.
- e. All agreements entered into by the Assignee for licensing of the Assigned Rights or any part thereof to any other party shall not exceed the extent of the rights granted to the Assignee under Clause 2 and any agreements entered into by the Assignee with any third party, which breaches the terms of this Clause 2 as well as this Agreement shall be construed as material breach of this Agreement by the Assignee and shall be terminated in accordance with the terms of this Agreement.
- f. The Assignee shall keep sufficient funds in its account of the drawee bank at all times in order the honour the PDCs issued in accordance with Clause 4 below.
- g. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the fulfillment of or compliance with the terms and conditions of this Agreement, conflict with or result in a breach of or a default under any of the terms, conditions or provisions of any legal restriction (including, without limitation, any judgment, order, injunction, decree or ruling of any court or governmental authority, or any central, state, local or other law, statute, rule or regulation) or any covenant or agreement or instrument to which either party is a party, or by which the either party or any of the property of the either party is bound, nor does such execution, delivery, consummation or compliance violate or result in the violation of its constitutional documents.
- h. it shall comply with all applicable laws, rules and regulations (including, but not limited to, anti-corruption laws, rules and regulations in relation to the Assigned Rights under this Agreement.

4. EXTENSION OF TERM AND CONSIDERATION

- 4.1 In consideration of the Assignment of the Assigned Rights by the Assignor to the Assignee for the Term hereinabove and within the Territory for the Songs/Sound Recordings, the Assignee shall pay to the Assignor, an aggregate Non-Refundable amount of [REDACTED]



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[REDACTED] plus applicable taxes including but not limited to GST (as applicable) (“Consideration”) which shall be yearly apportioned and shall be paid by Assignee to Assignor as per below:

Sr. No.	Yearly Term	Yearly Consideration in INR + Taxes
1	2019-2020	[REDACTED] - plus all applicable taxes
2	2020-2021	[REDACTED] - plus all applicable taxes
	Total	[REDACTED] - plus all applicable taxes

I. The Assignee shall pay to the Assignor a Yearly Consideration i.e. [REDACTED] /- ([REDACTED]) towards the Assigned Rights for the period 13th May, 2019 to 12th May, 2020 in four installments in the following manner:

- a. [REDACTED] towards 1st installment of the Yearly Consideration for the Assigned Rights will be duly paid by the Assignee to the Assignor at the time of execution of this agreement, which the Assignor hereby confirms and acknowledges the receipt;
- b. [REDACTED] shall be paid on or before 1st August, 2019;
- c. [REDACTED] shall be paid on or before 1st November, 2019;
- d. [REDACTED] shall be paid on or before 1st February, 2020;

II. The Assignee shall pay to the Assignor a Yearly Consideration i.e. [REDACTED] /- ([REDACTED]) towards the Assigned Rights for the period 13th May, 2020 to 12th May, 2021 in four installments in the following manner:

- a. [REDACTED] shall be paid on or before 1st May, 2020;
- b. [REDACTED] shall be paid on or before 1st August, 2020;
- c. [REDACTED] shall be paid on or before 1st November, 2020;
- d. [REDACTED] shall be paid on or before 1st February, 2021;

4.2 The aforesaid Consideration shall not be refunded in any manner, under any circumstances, whatsoever irrespective of whether the actual Revenues are lesser than the Consideration.

4.3 Upon the expiry of the term, the Assignor and Confirming Party may exercise an option to extend this Agreement for a period of One (1) Year (“Additional Year”). To trigger the Additional Year, the Assignor and Confirming Parties must notify the Assignee, in writing, thirty (30) days prior to the expiry of the Term. The consideration for the Additional Year shall also be [REDACTED] /- ([REDACTED]) plus all additional taxes, in similar installments as the Yearly Consideration during the Term. However the Assignee shall have right of first refusal towards 3rd year extension at [REDACTED].

4.4 The Parties hereto agree and confirm that timely payment is the sine qua non, and that the Assignment of copyright under this Agreement shall be subject to full receipt of the Consideration stated herein by timely clearance of all the PDCs handed over to the Assignor by the Licensee. Notwithstanding anything contained herein, the Assignee shall have the right to exploit any of the Assigned Rights in any of the Film(s), only on making timely payment and subject to realization



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of the PDC's in accordance to above Clause 4.1 to the Assignor. All amounts paid/payable by the Assignee to the Assignor, either in full or part will be non-refundable. The Parties further agrees that any liability for payment of GST in respect of all amount paid to the Assignor by the Assignee shall be the sole liability of the Assignee.

- 4.5 All payments under the Agreement shall be made after deduction of applicable withholding taxes. The Assignee shall promptly and within the prescribed time limit as per the provisions of law, issue certificate for the tax deducted at source certificate of the amount it may deduct from the payment due and/or paid or payable to the Assignor. All amounts payable hereunder shall be payable in Indian Rupees in India, without any set-off or counter-claim, free and clear of any withholdings or deductions of any kind.
- 4.6 The Confirming party hereby confirms that he has no objection towards payment of the consideration towards this Assignment agreement is paid to the Assignor.
- 4.7 **This consideration includes only the amounts payable for exploitation of the On Ground Public Performance Rights and Ship Rights in relation to the Sound Recordings and the Underlying Works Assigned herein during the Term and Territory of the license, by or on behalf of the Assignee.**
- 4.8 Notwithstanding anything contained herein, it is expressly agreed by and between the parties that in the event that the Assignee is prevented from exercising its rights under the Agreement for -
(i) on account of legislation/ Rule/ law / statute/ regulation, etc.
(ii) on account of any restraint order passed by any Court anywhere in India.
(iii) on account of any action or default by the Assignor or due to any act or deed attributable to the Assignor,
Then the liability of the Assignee to make payment under the Agreement shall forthwith cease during such period that the Assignee is unable to exploit the right on account of the above reason. In view of the same, the Assignor undertakes to return the pending PDCs for the period from which the Assignee is unable to exploit the right on account of the above reason.
- 4.10 Further, the Assignor shall also have the right to terminate this Agreement and all the Assigned Rights herein shall revert and vest solely and exclusively with the Assignor and/or the confirming party and the Assignor shall be free to exploit the Assigned Rights in any manner they deem fit and proper.

5. RESTRICTION AND INDEMNITY

- 5.1 The Assignee shall be strict restricted and prohibited from synchronizing, adapting, editing, deleting, improvising, or cutting, any portion of the Sound Recording of the Songs in any manner whatsoever.
- 5.2 The Parties hereto shall indemnify and hold each other, their respective officers, directors, employees, agents and entities of which it owns more than a 51% direct or indirect interest (collectively, the "Affiliate") harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys' fees and related costs) arising out of any third party claim made in connection with the breach of any representation, warranty or undertaking made by a Party hereto. The Party and its Affiliates entitled to indemnification hereunder (the "Indemnified Party") shall notify the other Party hereto (the "Indemnifying Party") in writing of the claim or action for which such indemnity applies. The Indemnifying party shall undertake the defense of any such claim or action and permit the Indemnified Party to participate therein at the Indemnified Party's own expense. The settlement of any such claim or action by an Indemnified Party without the Indemnifying Party's prior written consent shall release the Indemnifying.
- 5.3 Subject to Clause 6 hereinbelow, in no event shall the Parties be liable for any extraordinary, special, incidental, indirect, punitive, consequential or exemplary loss or damages whether based on its failure to perform any of its duties hereunder or based on any tortuous claim (including negligence other than willful negligence), irrespective of whether said party has been informed of the possibility of said loss or damages.



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5.4. Notwithstanding the forgoing the Assignee shall at all times indemnify and keep the Assignor indemnified and harmless against any loss, harm, injury, claims, damages, disputes, suits, proceedings, orders, awards, judgments, costs (including legal costs) arising as a result of any act, omissions, negligence, breach of any representations, warranties and obligations by the Assignee, its directors, employees, contractors, sub-contractors or any other party engaged by the Assignee for the purpose under this Agreement.

6. **OWNERSHIP**

The Parties agrees that the Assignee shall be the owner of the Assigned Rights of the Songs in the Films/Albums as mentioned in Schedule I to this agreement, Assigned in favour of the Assignee as part of the Assigned Rights during the Term within the Territory. Nothing stated herein shall be deemed or construed as the assignment of the Assigned Rights or the Song(s) to the Assignee beyond the Term and the Assignee shall upon the expiry of the Term or upon Termination of this Agreement, with immediate effect, cease and desist the exploitation of the Assigned Rights, failing which the Assignor shall be entitled to liquidated damages which shall be payable within 5 (Five) days of such expiry or Termination.

7. **ARTIST PERFORMANCE IMMUNITY**

7.1 The Assignee hereby agrees that, as an exception to the assignment of rights as per this Agreement, the Assignor and Confirming party, its group and associate companies and each of their subsidiaries and parent companies (present and which are acquired, merged, amalgamated in the future), can exploit the Assigned Rights in any manner for their own use, for any event they are contracted to perform in, or for any events which are conducted under the brands/titles owned and/or managed by the Assignor or for the purpose of promotions of any businesses, services or content owned and/or operated and/or controlled by any of them ("**Own Use Exception**"). To be unequivocal, the Assignee shall not hold liable in any way the Assignor, the Confirming Party, or any third party that contracts the services of the Assignor/Confirming Party, for the exploitation of the Assigned Rights.

7.2 Moreover, the Confirming Party, Assignor, and event organizers who have contracted the services of the Confirming Party/Assignor, shall not be held liable for the use of any Songs, Sound Recordings, or their Underlying Works, whose On Ground Public Performance Rights and/or Ship Rights reside with the Assignee, in the course of the Confirming Party's performance. To be clear, this immunity from liability/payment for the use of any Songs, Sound Recordings, or their Underlying Works, whose On Ground Public Performance Rights and/or Ship Rights reside with the Assignee, shall only apply for the Confirming Party's performances and not to any other performances, by any other party, that may be scheduled in the overall events.

7.3 Nothing contained in this Agreement shall affect or prejudice the Own Use Exception in any manner whatsoever and any interpretation under this Agreement to the contrary shall be void.

8. **WITHDRAWAL AND REPLACEMENT**

8.1 In the event that Assignor shall deem it necessary or advisable to withdraw the Assigned Rights and the Song(s) from this Agreement to avoid any third party claims, Assignor shall upon prior written notice, revoke the Assigned Rights with respect of such Songs. In such an event the Assignor shall replace such Songs with any other works of equivalent commercial value as decided by the Assignor within 180 working days of written notification made by the Assignor. In the event, of withdrawal, the Delivery Materials for the withdrawn Song(s) that has been provided to Assignee shall promptly be returned to the Assignor. Any such withdrawal shall not constitute a breach of this Agreement nor give rise to any claim for damages against Assignor.

9. **TERMINATION**

9.1 The Assignor shall, without prejudice to any other right or remedy available under law, contract and equity, shall have the right to terminate this Agreement as follows:

(a) In the event the Assignee fails or refuses to make the payment of the Consideration in the manner set forth in Clause 4; or otherwise fails to duly and punctually observe and perform any of its other obligations under this Agreement, the Assignor shall by written notice call upon the Assignee to remedy such breach within 30 (Thirty) days of the receipt of the notice



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failing which the Assignor shall have the option to terminate this Agreement by giving a 30 (Thirty) days termination notice, within which, if Assignee fails to rectify the default then, without any further formality this Agreement shall stand terminated and the rights granted herein shall revert exclusively to the Assignor and further the Assignee shall cease and desist from exploiting the same and the payments, if any, made by the Assignee shall stand forfeited by the Assignor, surrendered and adjusted as genuine, pre-estimated and an agreed liquidated damages and the Assignor will be entitled to use, deal and exploit the rights Assigned and otherwise create third party rights in respect thereof.

(b) In addition to Clause 9.1 (a), the Assignor may, without prejudice to any other right or remedy, terminate this Agreement by giving 30 (Thirty) days notice in writing to Assignee;

(i) Without assigning any reasons to the Assignee; or

(ii) If Assignee becomes, subject to a change of control; or

(iii) If the Government of the Territory requires any material modification of any of the terms of this Agreement and the Parties cannot negotiate compliance within 30 (Thirty) days or any shorter period, if required.

9.2 Assignor's rights as set forth in Clause 9.1(a) or (b) shall not be deemed to waive or limit any other right or remedy (including, without limitation, injunctive relief) with respect to any termination event. Upon earlier termination of this Agreement for any reason, Assignee shall promptly erase or destroy the copies of the Sound Recordings and/or any other materials associated with it and provide Assignor with a certificate of erasure or destruction.

9.3 Assignee shall be entitled to terminate this Agreement by serving 60 (Sixty) day's notice in writing in the event of any material breach by the Assignor of its obligations under this Agreement.

9.4 In the event of termination of this Agreement by the either Party, all the rights of the Songs of the Films shall be immediately reverted back by the Assignee to the Assignor and Assignee shall pay the entire Consideration to the Assignor upto the date of termination of this Agreement.

9.5 Upon earlier termination of this Agreement the licenses issued by the Assignee under this Agreement shall be valid and subsisting till the time it is issued to such third parties.

9.6 The Parties agree that in case the rights granted by the Confirming Party to the Assignor under the aforementioned agreement dated 08th September, 2017 expire or lapse for any reason, the Assignor and/or the Confirming Party will inform the Assignee without any delay. The Confirming Party, being the owner of the rights assigned under the present Agreement will thereafter be free to enter into a fresh agreement with the Assignee as per their mutual discussion.

10. FIRST OPTION

Subject to the applicable laws, in the event the Assignor wishes to grant the On Ground Public Performance rights in Sound Recording post expiry of the Term, Assignor shall first consider the Assignee to grant such rights subject to the renewal terms as mutually agreed between the Parties provided that such renewal terms shall be negotiated in good faith between the Parties 90 (Ninety) days before expiry of the Term failing which the Assignor shall have unrestricted right to any third party. To be clear, the obligation created under this section shall be in force only during the Term. The obligation created hereunder shall lapse along with the expiry of the Term, if not renewed as mentioned above.

11. SEVERABILITY

The invalidity of unenforceability of any one provisions of this Agreement shall not invalidate or render unenforceable the license of rights hereunder in its entirety and the balance of the provisions in this Agreement shall remain in effect. The Parties agree to substitute in good faith all void or voidable portions or parts thereof by valid provisions.

12. TRANSMISSION

The Assignee shall not assign this Agreement or the Assigned Rights and/or the obligations arising out of this Agreement to any other person. However, the Assignee shall be entitled to grant



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licenses as per section 30 of the Copyright Act, to publicly perform of Sound Recording or for live performances in the Songs for a consideration to any person or persons, firm or company the Assigned Rights hereby licensed to it.

13. AUTHORITY

The Assignee as the owner of the Assigned Rights shall have the authority to take any action, legal proceedings or other proceedings to safeguard the Assigned Rights granted under this Agreement of license.

14. FORCE MAJEURE

- a. Neither of the Parties shall be liable for any failure nor delay in performance of any obligation under this Agreement to the extent such failure or delay is due to a Force Majeure Event.
- b. The Party having any such cause shall promptly notify the other Party in writing of the nature of such cause and the expected delay.
- c. If, however, it is not feasible for a Party to prevent the occurrence of the Force Majeure Event as a result of which that Party is prevented from performing its obligation affected by such Force Majeure Event, the Parties may decide to release that Party from performing its obligation hereunder, or they may modify the relevant provisions of this Agreement affected by the Force Majeure Event so long as the Force Majeure Event continued, in order to enable that Party to perform its other obligations hereunder as so modified. Notwithstanding the foregoing, the Assignee shall in no event be released from the obligation of making payments towards the Consideration, except in case of a Force Majeure Event due to which the Assignor fails to deliver the Sound Recordings to the Assigned.

15. MISCELLANEOUS TERMS

- a. Confidentiality and Non-Disclosure: Any information that is not publicly available and is provided by one Party to the Other Party for the purpose of implementing this Agreement shall not be disclosed by the receiving Party to any third party without the prior written consent of the other Party. The Parties shall treat this Agreement as confidential. No Party, except with prior written approval of the other Party, shall disclose or make any public or other announcements of the transaction covered by this Agreement or any terms thereof. The Assignee shall ensure that the terms and conditions of the Rights Assigned hereunder shall be kept strictly confidential and shall be disclosed to any other party including its employees only 'Need to Know' basis. Breach of this provision shall be deemed and construed as material breach of this Agreement.
- b. Notices: Any notice to be given by either Party to this Agreement shall be in writing and shall be deemed duly served delivered by the prepaid registered post or through a delivery service/courier to the addressee at the addresses set out above. Any notice served by prepaid registered post shall be deemed served 5 (Five) working days after posting. In proving a service of any notice, it shall be sufficient to prove in the case of a letter, that such letter was properly stamped, addressed and placed in the post or delivered or left at the address of addressee given above or subsequently notified for the purposes of this Agreement.
- c. Waiver: Save and except as expressly provided in this Agreement, no exercise, or failure to Exercise, or delay in exercising any right, power, or remedy vested in any Party under or pursuant to this Agreement shall constitute a waiver by that Party of that or any other right, power or remedy.
- d. No Partnership, etc.: Nothing in this Agreement shall be deemed to constitute a partnership or an association of persons or a body of individuals between the Parties to this Agreement nor constitute any Party the agent of the other Party, or otherwise entitle any Party to have authority to bind the other Parties to this Agreement for any purpose.
- e. Entire Agreement: This Agreement is solely related to the Films together with all Agreements/deeds and documents executed contemporaneously with it or referred to in it, it any, constitutes the entire Agreement between the Parties in relation to its subject matter and supersedes all prior agreements and understandings whether oral or written with respect to such subject matter and no variation of this Agreement shall be effective unless reduced to writing and signed by or on behalf of a duly authorized representative of each of the Parties.



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- f. Counterparts: This Agreement may be executed in Three (3) copies, all of which shall be an original, but all the Three (3) original set of Agreement shall together constitute one and the same Agreement.
- g. Mutual Co-operation: The Parties confirm their intention to co-operate with each other and render all assistance to fulfill the obligations of the Parties contemplated in this Agreement. The Parties agree from time to time to execute such documents and to do such acts, agreements, matters and things that may be mutually agreed as required for the purpose of giving effect to all the provisions of this Agreement. Each Party shall act in good faith towards the other Party.
- h. Amendments/Modifications: Any amendments and/or additional terms to this Agreement shall be recorded in writing and duly signed by the Parties and shall be read in conjunction and shall form an integral part of this Agreement.
- i. Compliance with Law: The Parties shall comply with all applicable laws of India. The Assignor hereby agrees and undertakes that in case of any changes due to litigation or any Court order in which the Assignee is also made a party, this Agreement shall be revised accordingly. And if the parties hereto do not arrive at an amicable Agreement then each party shall have the option to terminate this Agreement by giving 7 (seven) days' notice to the other party.
- j. Stamp Duty: The Stamp Duty payable under this Agreement shall be borne by the Assignee.

16. GOVERNING LAW & JURISDICTION

The rights and obligations of the Parties hereunder and terms and conditions of this Agreement along with any annexures, schedules, amendments, addendums shall be construed according to the laws of India and all matters, claims and disputes arising in respect thereof shall be subject to the exclusive jurisdiction of the relevant courts at Mumbai.

IN WITNESS WHEREOF the Parties hereto have set their hand and seal on the day, month and year first above mentioned.

Signed and Delivered by the within named **Third Culture Entertainment** through its authorized signatory **Mr. Tej Brar, Founder & CEO**
 Witness : **SIDDHANT SHETTY**

Signed and Delivered by the within named **Udyan Sagar (Nucleya), Artist/Confirming party**
 Witness : **YASH UPADHYAY**

Signed and Delivered by the within named **Novex Communications Private Limited** through its authorized signatory **Mr. Ketan Kanakia , Director**
 Witness : **PRITI NAIK**