



TO WHOMSOEVER IT MAY CONCERN

We, **THIRD CULTURE ENTERTAINMENT PRIVATE LIMITED** (“**THIRD CULTURE**”) and **Mr. UDYAN SAGAR** (“**NUCLEYA**”) and/or (collectively referred as “**We**”) have entered into an Agreement with **NOVEX COMMUNICATIONS PRIVATE LIMITED** (“**Novex**”) vide Deed of Assignment Agreement dated 13th May, 2019 (said agreement) wherein we have Assigned on exclusive basis the **On Ground Public Performance Rights and Ship rights in and to the sound recordings and Underlying Works** in respect of the Songs/Sound Recordings contained in the Films and/or albums which are part of the repertoire of **NUCLEYA** to **NOVEX** for the term commencing from **13th May, 2019** and ending on **12th May, 2021** (both days inclusive) territory of **India only** for **On Ground Public Performance Right** in and to the sound recordings and the Underlying Works of the **NUCLEYA** and the **World** for **Ship Rights** in and to the sound recordings and the Underlying Works of the **NUCLEYA**.

Novex vide the said Agreement shall be entitled to grant licenses as per section 30 of the Copyright Act, 1957 to any third party (as defined below) only in respect of **On Ground Public Performance Rights and Ship rights in and to the sound recordings and Underlying Works** pertaining to the songs/Sound Recordings from the Films and/or albums which are a part of the repertoire of **NUCLEYA** for the term and territory herein. Novex as the owner of the On Ground Public Performance Rights and Ship rights in and to the sound recordings and Underlying Works shall have the right to issue licences for the said On Ground Public Performance Rights and Ship rights in and to the sound recordings and Underlying Works in its own name and also to collect license fees against the same in its own name.

“**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.

“**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

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by way of communication to the public at restaurants, bars, lounges and other public areas of ships.

“**Underlying Works**” shall mean all the underlying lyrics (which are literary works) and musical compositions (which are musical works) of the Songs.

“**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, longue, and any other public areas.

Novex as the owner of the On Ground Performance Rights and Ship rights in and to the sound recordings and Underlying Works shall also have the rights to prevent the unauthorized use of copyright in the Sound Recordings of the Songs contained in the Films and/or Albums of **NUCLEYA** and further has the right to initiate Civil and/or Criminal proceedings against any person(s) or entity(ies) who may be make such unauthorized means for the purpose as stated hereinabove.

We, further state that we have granted the On Ground Performance Rights and Ship rights in and to the sound recordings and Underlying Works exclusively in favour of NOVEX and no other entity has been granted the On Ground Performance Rights and Ship rights in and to the sound recordings and Underlying Works.


This authorization is valid from **13th May, 2019** and ending on **12th May, 2021** for the entire territory of India.

For **Third Culture Entertainment Pvt. Ltd.,**



Tej Brar,
Founder & CEO





Mr. Udyan Sagar (Nucleya)
Artist/Copyright Owner