



महाराष्ट्र MAHARASHTRA

2019

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प्रधान मुद्राक कार्यालय, मुंबई
प.म.वि.क. ८००००९५

- 9 APR 2019

DEED OF LICENSE AGREEMENT

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

सिद्धम अधिकारी
श्री. दि. क. गवई
Novex Communications Pvt. Ltd. Mumbai

BY AND BETWEEN

U TUNES ENTERTAINMENT PRIVATE LIMITED, a company registered and 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 34/1C Kavi Bharti Sarani, Kolkata, West Bengal 700029, bearing Corporate Identification Number (CIN No.): U92190WB2010PTC150374 (hereinafter referred to as "**Licensor**"), 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

SUKHBIR SINGH JANDU, a Kenyan National residing at Villa 45, Al Say Street, Umm, Suqaim 2, Dubai, United Arab Emirates, (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 Desai Road, Andheri (West), Mumbai-400053, bearing Corporate Identity Number U92132MH2002PTC135397 (hereinafter referred to as "the Licensee"), 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 Licensor, Confirming party and Licensee are hereinafter individually referred to as "**Party**" and collectively as "**Parties**", as the case may be.

WHEREAS

1. The Licensor is an Independent Record Label in the name of U Tunes Entertainment Private Limited, one of the leading aggregators, publisher and distributor of Indian and South Asian entertainment content in the global digital space. The Licensor also specializes in providing customized entertainment solutions to various type of events and promotions that includes Artist Management, Production and Venue Management etc.
2. The Confirming party is a Punjabi singer. He is often referred to as the "Prince of Bhangra". His music varies from fusion to pure Punjabi at times. Confirming party is the sole, exclusive and unencumbered copyright holder / right holder of all rights in sound recordings, literary works, musical works, performances, music videos, created, composed, written or produced by the Confirming party, more particularly in the songs of the cinematographic films/albums as listed in Schedule I of this Agreement, which may be amended from time to time, in writing, which shall include present and future releases during the Term.
3. The Licensor is the exclusive licensee 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 01st January, 2018 to enter into the agreement with Licensee for this purpose.
4. Licensee is inter alia, engaged in the business of obtaining rights in various kinds of sound recordings and sub-licensing and authorizing the usage of such sound recordings for the public performances for ground events and venues.
5. The Licensee is desirous of acquiring a license in and to the Copyright for the On Ground Performance Rights and Ship rights (as defined under this Agreement) of sound recordings as well as the underlying works of the Songs of the Confirming Party, whether published or not, 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 Licensor and Confirming party have together agreed to license the On Ground Performance Rights (as defined under this Agreement) of sound recordings and Underlying Works thereof in the Songs of the cinematographic film/Albums in which the Licensor (on behalf of the Confirming Party) 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 LICENSE 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 Licensor 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 licensed hereunder, which are controlled by the Licensor and/or Confirming Party and as amended by the Licensor








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:
- 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. Any words (or part of words) which are associated with a musical work.
- 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, bars, pubs, 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, and Hotels and any other public areas.
- f. **“On Ground 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 licensed herein;
- 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. Ship Rights shall exclude all other exploitation of the Sound Recordings on ships including, without limitation, by way of digital transmission to passengers on the ship.
- 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, Punjabi 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).
- l. "Term" of this Agreement shall mean a period of Five (5) Years starting from 13th May, 2019 and ending on 12th May, 2024 unless otherwise 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 Licensee of the covenants, undertakings, obligations, representations and warranties herein, the Licensor, for and on behalf of the Confirming Party, hereby agrees to license, on exclusive basis, the On Ground Performance Right and Ship rights in and to the sound recordings and the Underlying Works of the Confirming Party in respect of the Songs in the Films/Albums as stated in Schedule I (which shall include present and future releases during the Term) in favour of the Licensee during the Term within the Territory (hereinafter the "Licensed Rights"). For avoidance of any doubt it is hereby clarified that the Licensee may grant the licenses to Third Parties only in respect of the On Ground Performance Right as defined herein above in relation to the Sound Recordings and Underlying Works during the Term within the Territory under this Agreement. It is hereby clarified that only the Licensed Rights as specifically stated above have been granted and all other rights have been specifically reserved by the Licensor.
- 2.2. The License granted hereunder by the Licensor to the Licensee shall be read and construed as the Licensee's right and entitlement to grant further license(s) under Section 30 of the Copyright Act, 1957 as amended from time to time ("Act"). However, it is hereby clarified that the Licensee shall not be in any manner be entitled to assign the Licensed Rights to any other third party or create any lien, encumbrance or alienate the Licensed Rights granted hereunder.
- 2.3. Exploitation of the Licensed 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 Licensee shall pay to the Licensor liquidated damages in the manner as detailed under Clause 6 hereunder.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 The Licensor (on behalf of the 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 Licensed 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 Licensor, such Licensed Works do not and will not infringe any copyrights of any third parties.
 - that it has not assigned the Licensed Rights/On Ground Performance Rights or any part thereof to any other entity and/or anybody registered as copyright society, except the Licensee.
 - that it will hand over letters to third parties, as per names as mutually agreed, based on a list to be provided by the Licensee, to the effect that Licensed Rights have been licensed to Licensee.
 - that it allows the Licensee to use logo of the Licensor during the term of Agreement for marketing and non-commercial purposes only and subject to the prior written approval of Licensor (emails permitted).
 - The Licensor/Confirming party shall regularly send Sound Recordings of the newly released music along with publicity material in e form to the Licensee (emails permitted).



- f. The Licensor represents and confirms that the On Ground 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 licensed to the Licensee 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. The Licensor and Confirming party hereby also undertakes that after the execution of this agreement the Licensor and Confirming party shall not assign/license the said Licensed Rights to IPRS, PPL, ISRA and any other company or associations.
- h. Once the agreement is signed and executed, the Confirming Party will make itself available for a press conference organized by Licensee regarding the present Agreement. Any and all expenses related to the said press conference including travel, boarding and lodging of the Confirming Party and the Licensor's authorized representative shall be solely borne by Licensee.
- i. The Licensor and/or Confirming party shall provide with power of attorney in favor of the Licensee's employee's as and when required for filing civil suits or criminal applications for the protection and enforcement of the Licensed Rights.

3.2 The Licensee 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 authorized 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 Licensee shall not in any manner create any charge, lien, encumbrance or shall not alienate the Licensed Rights in any manner whatsoever.
- e. All agreements entered into by the Licensee for licensing of the Licensed Rights or any part thereof to any other party shall not exceed the extent of the rights granted to the Licensee under Clause 2 and any agreements entered into by the Licensee 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 Licensee and shall be terminated and/or suitably amended in accordance with the terms of this Agreement.
- f. The Licensee 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 Licensed Rights under this Agreement.



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- i. The Licensee agrees to keep the Licensor/Confirming Party informed, at all times, of any legal proceedings, actions that may be initiated by the Licensee for the protection, enforcement of the Licensed Rights herein. The Licensee agrees to not waive, relinquish, abandon or give up any claims, rights in relation to the Licensed Rights or enter into any settlements, compromises, agreements in any such proceedings/actions without the express written consent of the Licensor herein. Any compensation, damages, punitive costs, settlement fees etc. that may be receivable or received in course of any such legal proceedings, actions that may be initiated by the Licensee for the protection, enforcement of the Licensed Rights herein shall be shared between the Parties on mutually agreeable terms.

4. CONSIDERATION

- 4.1 In consideration of the license of the Licensed Rights by the Licensor to the Licensee for the Term hereinabove and within the Territory for the Songs/Sound Recordings, the Licensee shall pay to the Licensor, an aggregate Non-Refundable amount of Rs. [REDACTED] (Only) plus applicable taxes including but not limited to GST (as applicable) ("Consideration") which shall be yearly apportioned and shall be paid by Licensee to Licensor as per below:

Sr. No.	Yearly Term	Yearly Consideration in INR + Taxes
1	13 th May 2019 to 12 th May 2020	[REDACTED]-
2	13 th May 2020 to 12 th May 2021	[REDACTED]-
3	13 th May 2021 to 12 th May 2022	[REDACTED]-
4	13 th May 2022 to 12 th May 2023	[REDACTED]-
5	13 th May 2023 to 12 th May 2024	[REDACTED]-
	Total	[REDACTED]/-

The aforesaid Yearly Consideration shall be payable by the Licensee to Licensor in the following manner:

- i. The Licensee shall pay to the Licensor a Yearly Consideration i.e. Rs. [REDACTED] towards the Licensed 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 Licensed Rights will be duly paid by the Licensee to the Licensor at the time of execution of this agreement, which the Licensor 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 Licensee shall pay to the Licensor a Yearly Consideration i.e. [REDACTED] towards the Licensed 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;



b.b.



- d. [REDACTED] shall be paid on or before 1st February, 2021;
- iii. The Licensee shall pay to the Licensor a Yearly Consideration i.e. [REDACTED] towards the Licensed Rights for the period 13th May 2021 to 12th May 2022 in four installments in the following manner:
- a. [REDACTED] shall be paid on or before 1st May, 2021;
- b. [REDACTED] shall be paid on or before 1st August, 2021;
- c. [REDACTED] shall be paid on or before 1st November, 2021;
- d. [REDACTED] shall be paid on or before 1st February, 2022;
- iv. The Licensee shall pay to the Licensor a Yearly Consideration i.e. [REDACTED] towards the Licensed Rights for the period 13th May 2022 to 12th May 2023 in four installments in the following manner:
- a. [REDACTED] shall be paid on or before 1st May, 2022;
- b. [REDACTED] shall be paid on or before 1st August, 2022;
- c. [REDACTED] shall be paid on or before 1st November, 2022;
- d. [REDACTED] shall be paid on or before 1st February, 2023;
- v. The Licensee shall pay to the Licensor a Yearly Consideration i.e. [REDACTED] towards the Licensed Rights for the period 13th May 2023 to 12th May 2024 in four installments in the following manner:
- a. [REDACTED] shall be paid on or before 1st May, 2023;
- b. [REDACTED] shall be paid on or before 1st August, 2023;
- c. [REDACTED] shall be paid on or before 1st November, 2023;
- d. [REDACTED] shall be paid on or before 1st February, 2024;

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 The Parties hereto agree and confirm that timely payment is the sine qua non, and that the License 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 Licensor by the Licensee. Notwithstanding anything contained herein, the Licensee shall have the right to exploit any of the Licensed Rights in any of the Film(s), only on making timely payment and subject to realization of the PDC's in accordance to above Clause 4.1 to the Licensor. All amounts paid/payable by the Licensee to the Licensor, either in full or part will be non-refundable. The Parties further agrees that any liability for



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payment of GST in respect of all amount paid to the Licensor by the Licensee shall be the sole liability of the Licensee.

- 4.4 All payments under the Agreement shall be made after deduction of applicable withholding taxes. The Licensee 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 Licensor. 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.
- 4.5 The Confirming Party hereby confirms that he has no objection towards payment of the consideration towards this License agreement is paid to the Licensor.
- 4.6 This consideration includes only the amounts payable for exploitation of the On Ground Performance Rights and Ship rights in relation to the Sound Recordings and the Underlying Works licensed herein during the Term and Territory of the license, by or on behalf of the Licensee.
- 4.7 Notwithstanding anything contained herein, it is expressly agreed by and between the Parties that in the event that the Licensee is prevented from exercising the Licensed Rights for the Songs under the Agreement -
- (i) on account of legislation/ Rule/ law / statute/ regulation, etc.
 - (ii) on account of any restraint order passed by any Court anywhere in India, specifically in relation to the Licensed Rights for the Songs.
- The Parties agree to suspend the Agreement and all the rights and obligations of the Parties herein, in relation to such Song(s), for the period that the Licensee is unable to exploit the Licensed Rights on account of the reasons stated in the present Clause.

- 4.8 Further, the Licensor shall also have the right to terminate this Agreement in relation to such Song only, as stated in Clause 4.7 above and all the Licensed Rights therein shall revert and vest solely and exclusively with the Licensor and/or the Confirming party and the Licensor shall be free to exploit the Licensed Rights in such Song in any manner they deem fit and proper.
- 4.9 Clause 4.7 & 4.8 shall be without prejudice to the Parties' respective right to terminate the agreement under Clause 9.

5. RESTRICTION AND INDEMNITY

- 5.1 The Licensee shall be strictly restricted and prohibited from synchronizing, adapting, editing, deleting, improvising, or cutting, any portion of the Sound Recordings and/or the Underlying Works 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 tortious claim (including negligence other than willful negligence), irrespective of whether said party has been informed of the possibility of said loss or damages.
- 5.4 Notwithstanding the forgoing the Licensee shall at all times indemnify and keep the Licensor 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 Licensee, its directors, employees, contractors, sub-contractors or any other party engaged by the Licensee for the purpose under this Agreement.

6. **OWNERSHIP**

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

7. **WITHDRAWAL AND REPLACEMENT**

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

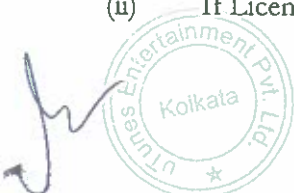
8. **CARVE OUT FOR OWN USE**

The Licensee hereby agrees that, as a carve out to the Licensed Rights, the Licensor 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 Licensed Rights in and to the Songs in any manner for their own use or for any events which are conducted under the brands/titles owned and/or managed by the Licensor 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 License"). Nothing contained in this Agreement shall affect or prejudice Own Use License in any manner whatsoever and any interpretation under this Agreement to the contrary shall be void.

9. **TERMINATION**

9.1 The Licensor 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 Licensee 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 Licensor shall by written notice call upon the Licensee to remedy such breach within 30 (Thirty) days of the receipt of the notice failing which the Licensor shall have the option to terminate this Agreement by giving a 30 (Thirty) days termination notice, within which, if Licensee 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 Licensor and further the Licensee shall cease and desist from exploiting the same and the payments, if any, made by the Licensee shall stand forfeited by the Licensor, surrendered and adjusted as genuine, pre-estimated and an agreed liquidated damages and the Licensor will be entitled to use, deal and exploit the rights licensed and otherwise create third party rights in respect thereof.
- (b) In addition to Clause 9.1 (a), the Licensor may, without prejudice to any other right or remedy, terminate this Agreement by giving 30 (Thirty) days notice in writing to Licensee;
 - (i) Without assigning any reasons to the Licensee; or
 - (ii) If Licensee becomes, subject to a change of control; or



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- (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 Licensor'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, Licensee shall promptly erase or destroy the copies of the Sound Recordings, Underlying Works and/or any other materials associated with it and provide Licensor with a certificate of erasure or destruction.
- 9.3 Licensee shall be entitled to terminate this Agreement by serving 60 (Sixty) days notice in writing in the event of any material breach by the Licensor of its obligations under this Agreement.
- 9.4 In the event of termination of this Agreement by the either Party, all the Licensed Rights of the Songs shall be immediately reverted back by the Licensee to the Licensor and Licensee shall pay the entire Consideration to the Licensor upto the date of termination of this Agreement.
- 9.5 The Parties agree that in case the rights granted by the Confirming Party to the Licensor under the aforementioned agreement dated 01st January 2018 expire or lapse for any reason, the Licensor and/or the Confirming Party will inform Novex without any delay. The Confirming Party, being the owner of the works licensed under the present Agreement will thereafter be free to enter into a fresh agreement with the Agreement with the Licensee as per their mutual discussion.

10. **FIRST OPTION**

Subject to the applicable laws, in the event the Licensor wishes to grant the Licensed Rights post expiry of the Term, Licensor shall first consider the Licensee 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 Licensor shall have unrestricted right to any third party.

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 Licensee shall not assign this Agreement or the Licensed Rights and/or the obligations arising out of this Agreement to any other person. However, the Licensee shall be entitled to grant licenses as per section 30 of the Copyright Act, in respect of the Licensed Rights in the Songs for a consideration to any person or persons, firm or company.

13. **AUTHORITY**

The Licensee as the owner of the Licensed Rights shall have the authority to take any action, legal proceedings or other proceedings to safeguard the Licensed 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.



A handwritten signature in blue ink, consisting of stylized initials.



- 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 Licensee 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 Licensor fails to deliver the Sound Recordings to the Licensee.

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 Licensee shall ensure that the terms and conditions of the Rights Licensed 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.
- 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 Licensor hereby agrees and undertakes that in case of any changes due to litigation or any Court order in which the Licensee 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.

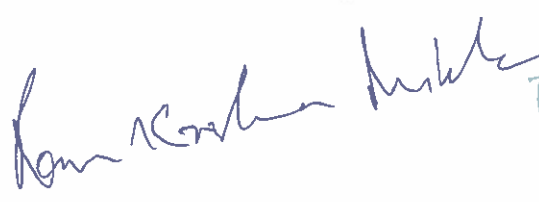
- j. Stamp Duty: The Stamp Duty payable under this Agreement shall be equally borne by the Licensor and Licensee.

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.

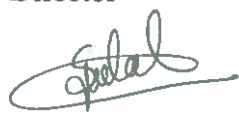
Signed and Delivered by the within named U Tunes Entertainment Private Limited through its authorized signatory Mr. Ram Mishra, Founder & CEO



Signed and Delivered by the within named Sukhbir Singh, Owner/Confirming party



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



SCHEDULE I

Sr. No.	SONG TITLE	SINGER NAME	LYRICIST NAME	COMPOSER NAME	ALBUM NAME	LANGUAGE	GENRE	RELEASE DATE (DD/MM/YYYY)	DURATION	C & P	GLOBAL LICENSEE	ARTWORK NAME
1	Balle Balle	Sukhbir	Traditional	Sukhbir	Dil Kare	Punjabi	World - India - Punjabi	1/1/2001	5:39	Sukhbir	uTunes Entertainment	Dil Kare-Artwork
2	Dil Kare	Sukhbir	Sukhbir	Sukhbir	Dil Kare	Punjabi	World - India - Punjabi	1/1/2001	5:05	Sukhbir	uTunes Entertainment	Dil Kare-Artwork
3	Girls Girls Girls	Sukhbir	Sukhbir	Sukhbir	Dil Kare	Punjabi	World - India - Punjabi	1/1/2001	5:17	Sukhbir	uTunes Entertainment	Dil Kare-Artwork
4	Hundha Ha	Sukhbir	Sukhbir	Sukhbir	Dil Kare	Punjabi	World - India - Punjabi	1/1/2001	5:44	Sukhbir	uTunes Entertainment	Dil Kare-Artwork
5	Lutteya	Sukhbir	Sukhbir	Sukhbir	Dil Kare	Punjabi	World - India - Punjabi	1/1/2001	4:10	Sukhbir	uTunes Entertainment	Dil Kare-Artwork
6	Nachle Soniye	Sukhbir	Sukhbir	Sukhbir	Dil Kare	Punjabi	World - India - Punjabi	1/1/2001	3:38	Sukhbir	uTunes Entertainment	Dil Kare-Artwork
7	Punjabi Kuri	Sukhbir	Sukhbir	Sukhbir	Dil Kare	Punjabi	World - India - Punjabi	1/1/2001	6:05	Sukhbir	uTunes Entertainment	Dil Kare-Artwork
8	Balle Balle	Sukhbir	Sukhbir	Sukhbir	Dil Kare	Punjabi	World - India - Punjabi	1/1/2001	5:05	Sukhbir	uTunes Entertainment	Dil Kare-Artwork
9	Gal Ban Gayee	Sukhbir	Traditional	Sukhbir	Gal Ban Gayee	Punjabi	World - India - Punjabi	1/1/1997	4:20	Sukhbir	uTunes Entertainment	Gal Ban Gayee-Artwork
10	Gal Ban Gayee	Sukhbir	Sukhbir	Sukhbir	Gal Ban Gayee	Punjabi	World - India - Punjabi	1/1/1997	4:23	Sukhbir	uTunes Entertainment	Gal Ban Gayee-Artwork
11	Gidhe Vich	Sukhbir	Sukhbir	Sukhbir	Gal Ban Gayee	Punjabi	World - India - Punjabi	1/1/1997	4:01	Sukhbir	uTunes Entertainment	Gal Ban Gayee-Artwork
12	Hot Hot Hot	Sukhbir	Sukhbir	Sukhbir	Gal Ban Gayee	Punjabi	World - India - Punjabi	1/1/1997	4:23	Sukhbir	uTunes Entertainment	Gal Ban Gayee-Artwork
13	Koi Gal Nai	Sukhbir	Sukhbir	Sukhbir	Gal Ban Gayee	Punjabi	World - India - Punjabi	1/1/1997	4:37	Sukhbir	uTunes Entertainment	Gal Ban Gayee-Artwork
14	Rumaal	Sukhbir	Sukhbir	Sukhbir	Gal Ban Gayee	Punjabi	World - India - Punjabi	1/1/1997	4:21	Sukhbir	uTunes Entertainment	Gal Ban Gayee-Artwork
15	Sanu Ner (cover)	Sukhbir	Sukhbir	Sukhbir	Gal Ban Gayee	Punjabi	World - India - Punjabi	1/1/1997	4:22	Sukhbir	uTunes Entertainment	Gal Ban Gayee-Artwork
16	Tujhe	Sukhbir	Sukhbir	Sukhbir	Gal Ban Gayee	Punjabi	World - India - Punjabi	1/1/1997	4:41	Sukhbir	uTunes Entertainment	Gal Ban Gayee-Artwork
17	Aaja Aaja	Sukhbir	Sukhbir	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	4:28	Sukhbir	uTunes Entertainment	Hai Energy-Artwork
18	Sauda Khara Khara	Sukhbir	Sukhbir	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	4:05	Sukhbir	uTunes Entertainment	Hai Energy-Artwork
19	Mundhra	Sukhbir	Sukhbir	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	5:27	Sukhbir	uTunes Entertainment	Hai Energy-Artwork
20	Punjabi Munde	Sukhbir	Sukhbir	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	5:58	Sukhbir	uTunes Entertainment	Hai Energy-Artwork
21	Car (cover)	Sukhbir	Sukhbir	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	4:19	Sukhbir	uTunes Entertainment	Hai Energy-Artwork
22	Gal Ban Gaye	Sukhbir	Sukhbir	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	4:22	Sukhbir	uTunes Entertainment	Hai Energy-Artwork
23	Hai Jaane	Sukhbir	Sukhbir	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	6:04	Sukhbir	uTunes Entertainment	Hai Energy-Artwork
24	Hai Rabba	Sukhbir	Sukhbir	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	3:46	Sukhbir	uTunes Entertainment	Hai Energy-Artwork
25	Kedhe Naal Pyar	Sukhbir	Sukhbir	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	3:30	Sukhbir	uTunes Entertainment	Hai Energy-Artwork
26	Ishq (Oh ho ho)	Sukhbir	Kumaar	Sukhbir	Hai Energy	Punjabi	World - India - Punjabi	3/20/1999	6:07	Kumaar	uTunes Entertainment	Hai Energy-Artwork
27	Dis da Bhangra	Sukhbir	Sukhbir	Sukhbir	New Stylee	Punjabi	World - India - Punjabi	1/1/1996	1:33	Sukhbir	uTunes Entertainment	New Stylee-Artwork
28	Punjabi Boys	Sukhbir	Sukhbir	Sukhbir	New Stylee	Punjabi	World - India - Punjabi	1/1/1996	4:28	Sukhbir	uTunes Entertainment	New Stylee-Artwork
29	Stay in My Heart	Sukhbir	Sukhbir	Sukhbir	New Stylee	Punjabi	World - India - Punjabi	1/1/1996	5:42	Sukhbir	uTunes Entertainment	New Stylee-Artwork
30	Dancing Girl	Sukhbir	Sukhbir	Sukhbir	New Stylee	Punjabi	World - India - Punjabi	1/1/1996	4:15	Sukhbir	uTunes Entertainment	New Stylee-Artwork
31	New Stylee	Sukhbir	Sukhbir	Sukhbir	New Stylee	Punjabi	World - India - Punjabi	1/1/1996	6:16	Sukhbir	uTunes Entertainment	New Stylee-Artwork
32	Piche Piche	Sukhbir	Sukhbir	Sukhbir	New Stylee	Punjabi	World - India - Punjabi	1/1/1996	6:45	Sukhbir	uTunes Entertainment	New Stylee-Artwork
33	TRUE	Sukhbir	Sukhbir	Sukhbir	New Stylee	Punjabi	World - India - Punjabi	1/1/1996	4:25	Sukhbir	uTunes Entertainment	New Stylee-Artwork
34	Punjabi Boys Club	Sukhbir	Sukhbir	Sukhbir	New Stylee	Punjabi	World - India - Punjabi	1/1/1996	5:33	Sukhbir	uTunes Entertainment	New Stylee-Artwork
35	Rave to the Rhythm	Sukhbir	Sukhbir	Sukhbir	New Stylee	Punjabi	World - India - Punjabi	1/1/1996	3:18	Sukhbir	uTunes Entertainment	New Stylee-Artwork



Sukhbir

Sukhbir



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