

TO WHOMSOEVER IT MAY CONCERN

We, UTUNES ENTERTAINMENT PRIVATE LIMITED (“UTUNES”) and Mr. SUKHBIR SINGH JANDU (“SUKHBIR”) and/or (collectively referred as “We”) have entered into an Agreement with NOVEX COMMUNICATIONS PRIVATE LIMITED (“Novex”) vide Deed of License Agreement dated 13th Day of May, 2019 (“said agreement”) wherein we have licensed on exclusive basis the **On Ground 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, specifically mentioned in Schedule I of the said agreement, which are part of the repertoire of SUKHBIR to NOVEX for the term commencing from 13th May, 2019 and ending on 12th May, 2024 (both days inclusive) territory of **India only for On Ground Performance Right** in and to the sound recordings and the Underlying Works of Sukhbir and the **World for Ship Rights** in and to the sound recordings and the Underlying Works of Sukhbir.

Novex vide 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 Performance Rights and Ship rights in and to the sound recordings and Underlying Works** pertaining to the songs, specifically mentioned in Schedule I of the said agreement, which are a part of the repertoire of SUKHBIR for the term and territory herein. Novex as the exclusive licensee of the On Ground 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 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 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 in any part of India.



uTunes Entertainment Pvt. Ltd.

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“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.

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


“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.

Novex as the exclusive licensee 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 SUKHBIR, as specifically mentioned in Schedule I of the said agreement 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 licensed the On Ground Performance Rights and Ship rights in and to the sound recordings and Underlying Works of SUKHBIR, as specifically mentioned in Schedule I of the said agreement, exclusively in favour of NOVEX and no other entity has been licensed the On Ground Performance Rights and Ship rights in and to the sound recordings and Underlying Works of SUKHBIR, as specifically mentioned in Schedule I of the said agreement.

This authorization is valid from 13th May, 2019 and ending on 12th May, 2024.

For U Tunes Entertainment Pvt. Ltd.


23/5/19

Mr. Ram Mishra,
CEO





Mr. Sukhbir Singh Jandu
Copyright Owner

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