

TO WHOMSOEVER IT MAY CONCERN

We, **SPI MUSIC PRIVATE LIMITED** ("**THINK MUSIC**" or "**We**") have entered into Assignment Agreement with **NOVEX COMMUNICATIONS PRIVATE LIMITED** ("**Novex**") vide Agreement dated 01st Day of January, 2019 wherein we have transferred and assigned on an exclusive basis the On Ground Performance Rights in respect of the Songs/Sound Recordings contained in the Films which are part of the repertoire of **THINK MUSIC** to **NOVEX** for the term commencing from 01st January, 2019 and ending on 31st December, 2023 (both days inclusive) for the territory of India only. We have entered into an Amendment with **Novex** dated 15th November, 2022 (Amendment No.1) wherein we have extended the term of the Agreement till 31st March, 2025. Further, we have now entered into a Second Amendment with **Novex** dated 01st April, 2024 (Amendment No.2) which has a Revised Schedule List with an addition of Malayalam songs. **Novex** vide the Amendment No.2 shall be entitled to grant licenses to any third party (as defined below) in respect of On Ground Performance Rights pertaining to the songs/Sound Recordings outlined in the Agreement as well as the Second Amendment. **Novex** as the owner of the On Ground Performance right in the Sound Recordings shall have the right to issue licences for the said On Ground Performance in the Sound Recordings in its own name and also to collect license fees against the same in its own name. "On Ground Performance" for the purpose of this Authorization Letter shall mean public performance/communication to public of the songs/sound recordings from the films which are a part of the repertoire of **THINK MUSIC** during the term and within the territory as mentioned hereinabove across various ground based events and venues including but not limited to malls, pubs, hotels, etc. or any other place accessible to public with or without payment of entrance fees. "Third Parties" for the purpose of this Authorization Letter shall mean the party interested to secure license for the Song(s)/sound recordings. Third parties for the purpose of this Agreement shall mean and include commercial establishments including without limitation to hotels, restaurants, discotheques, college campuses, events companies, DJ's, Cinema Halls, shows, malls, stores, shops, salons, parlours, religious events, marriage halls, railway and bus stations, buses, cabs, taxis, airports, 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 area. **Novex** as the owner of the On Ground Performance right in the Sound Recordings shall also have the rights to prevent the unauthorized use of copyright in the Sound Recordings of the Songs contained in the Films of **THINK MUSIC** 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 **THINK MUSIC** has neither granted the On Ground Performance Rights in the Sound Recordings to the Phonographic Performance Limited or The Indian Performing Right Society Limited or any other such society/ies and/or company/ies. This authorization is valid from 01st April, 2024 and ending on 31st March, 2025 for the entire territory of India.



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