

AGREEMENT FOR EXCLUSIVE ADMINISTRATION OF CATALOGUE

THIS AGREEMENT is made at KOLKATA on this ____ day of _____ 2020 (Two thousand and Twenty)

BETWEEN

.....having its registered office at
through its proprietor.....duly authorized to execute the
present agreement (hereinafter referred to as the **OWNER**, which expression shall mean
and include successors and permitted assigns) of the One Part

AND

INRECO ENTERTAINMENT (P) LTD., a Company incorporated under the Companies' Act, 1956 and having its registered office at 6/1, Akrur Dutta Lane, Kolkata -700 012 through its Managing Director, Sri Sovan Lal Saha duly authorized to execute the present agreement (hereinafter referred to as the **ADMINISTRATOR**, which expression shall mean and include successors and permitted assigns) of the OTHER Part.

RECITALS:

WHEREAS the **OWNER** is the owner of the copyright in certain sound and video recordings and the literary, dramatic, musical and visual works embodied therein (collectively referred to as "**Musical and Visual Works**". and WHEREAS the **ADMINISTRATOR** is a Company involved in Mobile, Digital and Internet related businesses and also owns and operates an interactive website, which is dedicated to the promotion, sale, marketing and distribution of music and video related products via the Internet and other forms of distribution including through online, wireless and OEM Distribution channels; and WHEREAS the **ADMINISTRATOR** is desirous of obtaining and the **OWNER** wishes to grant a license to distribute and sell the Recordings in the form of '**Mobile and Digital Downloads / Streaming**', '**Internet Radio**' and other forms of selling prevalent now or in the future, subject to the terms and Conditions of this Agreement.

THE PARTIES AGREE that in consideration of the mutual promises herein set out: -

The OWNER hereby grants to the **ADMINISTRATOR** during the Rights Period the exclusive Administration of all present and future copyright or similar right and all right, title and interest of the **OWNER** only in the Recordings shared with the **ADMINISTRATOR** throughout the Licensed Territory, including, but not limited to:

(a) The right to organize to communicate to the public, perform, exhibit, present, represent, produce and reproduce the Recordings by any Mobile, Digital, Internet, Internet Broadcast and other forms of selling, prevalent now or in the future.

(b) The right to broadcast the Recordings by any means whatsoever, including but not limited to radio, television and by satellite, and to transmit the Recordings to subscribers to a diffusion service by any means whatsoever, whether with or without visual images.

The **OWNER** further undertakes: -

(1) To indemnify and at all times keep the **ADMINISTRATOR** fully indemnified against all actions, proceedings, claims, costs, losses and damages whatsoever made against or incurred by the **ADMINISTRATOR** in consequence of any breach or non-performance by the **OWNER** of any of their representations or warranties here under and keep the **ADMINISTRATOR** fully indemnified from and against all actions, proceedings, claims, costs, losses and damages which the **ADMINISTRATOR** may incur by making, promoting, publishing or selling sound recordings, by doing any other act, deed or thing the right to do which the OWNER have hereby assigned to the **ADMINISTRATOR**.

(2) To ensure the **OWNER** that, in the case of Video Recordings only, if the Satellite Rights are sold to a Third Party, the Right of the **ADMINISTRATOR** during the period of the Agreement, to exploit the said Recordings on the Digital Media is protected and the **ADMINISTRATOR** is able to continue to administer the same without hindrance.

DEFINITIONS:

“Sound recordings”: Includes the use of the Musical and Lyrical Work embodied therein.

“Visual Works”: Video recordings, cinematograph films, visual recordings, music videos, and includes the use of the Musical and Lyrical Works or dramatic works or sound recordings embodied therein.

It is clarified and agreed that the word “Music Works” hereinabove has a different meaning and connotation from the word “musical works” as defined in Copyright Act.

DUTIES OF THE ADMINISTRATOR

(1) The **ADMINISTRATOR** shall track all outstanding royalties to be paid worldwide to the **OWNER**.

(2) The **ADMINISTRATOR** shall promote and develop the Music and Visual Works according to common practice among Administrators and with the same care and attention he applies to the works in his own catalogue.

ROYALTIES

It is understood that on receiving payment from any source of use under the **ADMINISTRATOR** will pay the **OWNER** 50% of the income received, retaining 50% as their remuneration. Such payment, as will become due, will be paid once every quarter.

TERRITORY

The assignment done under the said agreement is valid for the Universe.

DURATION OF THE AGREEMENT

The present Agreement shall come into effect from the date of its signature and be valid for a lock-in period of **FIVE (05)** years. The agreement will be renewed automatically thereafter unless terminated by either side serving notice in writing of such termination.

JURISDICTION

All disputes will be subject to Indian Laws and the appropriate Civil Courts in Kolkata shall have jurisdiction in the matter of any disputes between the parties in relation to this agreement or any part thereof including interpretation thereof and no other court shall have jurisdiction to entertain any such disputes between the parties hereto.

IN WITNESS WHEREOF the parties herein have set their hands on the day, month and year first written above,

1.OWNER
2.SRI SOVAN LAL SAHA (ADMINISTRATOR)

In the presence of:

Witnesses:

- 1.
- 2.

Mr. Babu is jointly owned by InReco Entertainment Pvt.
Ltd. and Smoke Incorporated.

