

**Deed of Partial and Limited Assignment of Mobile and Digital Rights in Copyright in Sound Recordings and Audio-visual content**

# BETWEEN

**IT MUSIC,** a company and its registered office at Shop No. 89 ½, Bazaar No. 07, Near Sharma Restaurant, Firozpur Cantt, Punjab – 152001, India.

# AND

# **B Sekhon Music,** a proprietorship; and **“Baljit Singh S/O: Karam Singh”** is proprietor of this company; this company has its office at Pandori Jagir, Sidhwan, Jalandhar, Punjab - 144044, India, [**Aadhaar Number:** **2622 4457 1619; PAN: HGLPS2423D**] hereinafter referred to as “Member” (which expression shall unless repugnant to the context include its legal heirs, successors and assigns in business) of the OTHER PART.

**WHEREAS** IT Music is mainly involved in digital businesses and aggregates and supplies music Content to third parties for the purpose of assigning and/licensing the rights for digital distribution through various mobile, internet, and other platforms which are in existence now or which may be developed in the future.

**AND WHEREAS** recently the Member has voluntarily applied for membership and has become a Member (i.e. member without shares) of IT MUSIC.

**AND WHEREAS** the Member is desirous of granting to IT Music its below mentioned rights in the sound recordings of songs and/or audio songs (including but not limited to songs, song clips) and/or other audio content owned/exclusively controlled by and vested in the Member at present and also in future („**Catalogue**‟ defined hereafter), for exploitation and/or monetization as specifically stated hereunder on below-specified “non-physical” modes and mediums, in consideration of the proportionate license fees earnings receivable from such exploitation and/or monetization, and including the right enforcement of the Catalogue by IT Music.

**NOW THIS DEED WITHNESSED** as follows:

**1. Definition and Interpretation**

Any and all terms and expressions not expressly defined under this Deed shall have the same meaning as ascribed to it under the Copyright Act, 1957, as amended from the time to time. In particular and unless repugnant to the context, the following terms shall have the following meanings for the purpose of this Deed –

“**Audio-Visual Songs**” and “**Audio-Visual Content**” shall have the same meaning as attributed to „cinematographic films‟ in the India Copyright Act, 1957 including all amendments thereto and shall include any music videos, film songs, audio-visual clips and any visual recordings containing visual image synchronized with sound recording of songs whether with or without lyrics.

“**Catalogue**” shall mean all past, present and future Sound Recording and Audio- Visual songs and/or other Audio-Visual content, in all languages whether published or unpublished in which copyright subsists, including derivatives or variations or portions or embodiments thereof, together with associated meta-data, art-work, inlay, images, promotional and ancillary material, which are owned and/or controlled by the Member and granted to IT Music under this Deed.

“**Sound Recordings**” shall have the same meaning as attributed to them in the India Copyright Act, 1957, including all amendments hereto.

“**Territory**” shall mean the territory of the entire world including India where the rights granted under this Deed may be exploited or given effect to.

## 2. Rights granted to IT Music

The Member hereby assigns and transfer, for Term and Territory as defined, its below-listed rights in an to its Catalogue for exploitation and monetization on below- listed non-physical moods and mediums (without any limitation as to format or device or style or mechanics or process or method) in favour of IT Music and IT Music accepts such assignment or transfer.

**Mobile Telephony Right-** which shall mean and include the right to exploit the Catalogue over mobile based platforms and technologies including but not limited to

* Make the catalogue available as ring back tones, master-tones, true tones, reverse ring back tones;
* Make the Catalogue available as part of mobile “store” of full-tracks, including use by way of both streaming and downloads, whether bundled or subscription-based, and whether through apps;
* Make the Catalogue available by way of mobile streaming and music messaging over IVR or WAP;
* Make the Catalogue available by way of audio/cinema;

**Digital Internet and OTT-** which shall mean and include the right to exploit the catalogue over all digital platforms, all OTT applications and platforms and devices using any form of internet based technologies including but not limited to

* Using of Catalogue as part of non-interactive services and platforms including those providing on-line web-casting/streaming and download services, whether through mobile apps, OTT platforms and/or digital stores & radio stations;
* Use of Catalogue as part of interactive services and platforms including for those providing on-demand online web-casting/streaming and download services whether through mobile app, OTT platforms and/or digital stores;

**Storage and Mechanical Right-** which shall mean and include the right of store embodies, reproduce, and give on commercial rental, the Catalogue foe above purposes;

**Formatting Rights-** which shall mean and include the right to edit, mix, over-lap and convert the Catalogue for above purposes;

**Ancillary Rights in Art-works:** The Member hereby licenses, for the Term and Territory, the right to use the accompanying art-work, album inlay covers, photos/images/likenesses of associated platforms, artists and creative promotional materials associated with the Catalogue, in favour of IT Music on a non-exclusive basis.

**Rights in Future Mood and Mediums:** In relation to any non-physical mobile or digital mood and medium which is not in existence or in commercial use as on date but may be discovered or implemented in future, the Member hereby grants an exclusive license to IT Music in its Catalogue, for the Term and Territory defined hereinafter, to exploit the same set of rights therein subject to the same set of terms and condition agreed herein between the Parties, for any such Future Mode or Medium. No further notice or documentation is/shall be required for this purpose.

## 3. Obligations of the Member

The Member shall not include, in the list of Catalogue, works not owned and/or exclusively controlled by them. Member shall not register Catalogue on whose title there is an on-going dispute or legal notice. Member shall not register songs and/or other content belonging to other label/company under a different or disguised name or title.

The Member has no right to directly issue instructions to or seek information from or demand/claim any royalty or any other consideration from or raise any dispute upon any licensee of IT Music.

The Member will promptly inform IT Music in writing, within 7 days, of any notice of dispute or claim or legal proceeding challenging the title or ownership of any of the songs and/or other content of the Catalogue. In case of any claims or disputes pertaining to the Catalogue, whether between the Member and other members of IT Music or between a Member and a third party, IT Music shall be entitled to keep, in a suspense account/escrow, the related royalty and/or license fee, if any and shall release the same upon the following conditions: (a) satisfactory mutual resolution of the dispute/claim; (b) order of a Court of law or Copyright Board.

The Member acknowledges, agrees and assures that IT Music does not have to pay or share any fees or revenue to anybody, society or any other third-party whatsoever.

The Member acknowledges and agrees that IT Music is not liable or expected to entertain or respond to queries, complaints, correspondence, request for information, documentation, copies, etc. from person/manager/director/employee apart from the person who is signing this Deed or any pre-designated person.

The Member acknowledges and agrees that for any Copyright issues (by third party) of the composition on the Content/Master or Digicuts, IT Music shall not be responsible at all and also the same is not liable to respond to or be involved in any internal disputes or claims between partners, directors, managers, officers, employees etc. of the Member.

## 4. Consideration

It is agreed that if the content is used by IT Music for commercial exploitation in all digital formats, whether now in existence or developed during the Term of this Deed, the same shall pay the Member **80%** (Eighty percent) **of the Net Income** earned by IT Music.

All reports/statements pursuant to the exploitation of the content by IT Music through mobile/telecom related digital platforms shall be provided to the Member within 90 days from the date of receipt of same from the respective bodies/authorities, telecom operators. All reports/statements pursuant to the exploitation of the content by IT Music through all other digital platforms (except mobile/telecom) shall be provided to the Member on quarterly basis of each annual period (i.e. January to December) of the Term of this Deed.

## 5. Effective Date, Term and Termination

This Deed shall be effective from 03rd December, 2023 the date of execution (“**Effective Date**”) unless expressly agreed in writing by the Parties and shall continue to be in operation till the Member continues to be a member of IT Music (“**Term**”), unless the agreement is terminated earlier between the Parties in accordance with the terms and conditions of this Deed.

Notwithstanding the aforesaid, the Member agrees to an irrevocable lock-in period of Two (2) years from the effective date (“Lock in”) during which it will not terminate the agreement at will. Parties agrees that the rights granted under this Deed shall not lapse for any reason, including under section 19(4) of Copyright Act.

The Terms of the Agreement shall automatically renew itself for additional and consecutive *Two (2) years’* **renewal** Term periods until either Party gives the other Party a written notice termination of the Deed, no later than 60(sixty) days prior to the expiration of the current Term period. On earlier termination/expiry of this Agreement, IT Music shall have a self-off period of one **Twelve months** for removing all the Content from the digital platforms and for collection of publishing royalties.

Either Party shall have the right to terminate this Deed at any time in the event that the other Party (a) becomes insolvent, (b) files a petition in bankruptcy, (c) makes an assignment for the benefit of creditors, or (d) breaches any material representation, obligation or covenant contained herein, unless such breach is cured prospectively, no later than thirty (30) days from the date of receipt of written notice of such breach, or if not able to be so cured, then resolved to the other Party‟s satisfaction, not to be unreasonably withheld.

## 6. Representations, Warranties and Indemnities

The Member owns or controls the necessary rights in order to make the assignment of rights and permission herein, and IT Music.‟s exercise of such assigned rights and permissions shall not violate or infringe the patent, copyright or trademark, trade secret, right of privacy, right of publicity or any other intellectual property right of any third party, nor has any claim of such infringement been threatened or arrested, and no such claim is pending against the Member.

IT Music may authorize Distributors to perform, transmit, and/or otherwise make Preview clips available to subscribers for purposes of allowing such subscribers to evaluate the content and/or for other promotional or marketing purposes.

The Member warrants that all warrants material such as (inlay, layout, design, artwork etc) are original works and non-infringing on third parties‟ copyrights, Member agrees to indemnify and keep IT Music indemnified, during the validity of this Deed, of all claims demands and liability that may be made by any third party for assigned works which include all inlay, design, artwork along with the tracks/sound recordings forming the part of the Content and that IT Music shall not be liable for any claims pertaining thereto.

IT Music shall not act in any manner which conflicts or interferes with any of its existing commitments or obligations under this Deed. IT Music warrants and assures that it will not modify copy, reproduce or create in any manner whatsoever derivatives work of the content provided by Member, except as specially authorized herein.

The Member shall indemnify, defend and hold harmless IT Music and its distributors and their Affiliates with respect to any Claim that any Company Content or any other materials provided by or on behalf of the Member, or any use thereof by IT Music or its distributors violates or infringes the rights of another Party.

## 7. Confidentiality and Privacy

* Except as required by law, each Party will maintain in strict confidence all Confidential Information (as defined herein) disclosed by the other Party, will not disclose or reveal to any third party the terms and conditions of this Deed. Each Party will promptly notify the other upon discovery of any unauthorized use or disclosure of Confidential Information.
* **CONFIDENTIAL INFORMATION** shall mean any and all non-public information of a Party, including information consisting of or relating to such Party‟s business strategy, services, activities, financial information, reports, ideas, concepts, designs, data, trade secrets and other proprietary technical or business information that that derives actual or potential economic value from not being generally known to the public, to competitors or to other persons who may obtain economic value from its disclosure or use. Confidential Information will not be deemed to include any information that (a) was generally available to the public or otherwise part of the public domain at the time of its disclosure, (b) becomes generally available to the public or otherwise part of the public domain after its disclosure other than through any act or omission of the receiving Party in breach of this Agreement, (c) was disclosed other than under an obligation of confidentiality, by a third party, or (d) Was independently developed by the receiving Party.

## 8. Miscellaneous

**Enforcement of Rights:** Member recognizes that IT Music shall be entitled to independently enforcement the rights granted under this Deed, including under Section 18(2) and other applicable provisions of Copyright Act, and may take all steps as may be necessary for the purpose of protecting and safe-guarding the rights granted herein from infringement in any manner whatsoever, including the filling or defending of any litigation or proceeding before a Court or tribunal or police, giving undertakings, settling or withdrawing any actions instituted for this purpose either by or against IT Music and generally to take all steps as IT Music may deem fit for the purpose of giving substantial and complete effect to these presents, in its own capacity. Member recognizes and grants IT Music the sole right to send notices and to initiate or defend legal proceedings for infringements, copyright disputes, money recovery, etc. in its own name, without naming the Member as a party to the litigations and proceedings, including for infringements prior to the execution to this Deed but discovered subsequently.

**Consequential Damages:** Under any circumstance, IT Music shall not be liable for any extraordinary special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited, to loss or profits of revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under this Deed, including tortuous claims and claims of negligence.

**Supersession:** The parties agrees that this Deed supersedes all agreements, deeds, documents and understandings executed and subsisting between the parties before the effective date of this Deed.

**Notice:** Any notice to be served by the Member shall be in writing and duly signed; and shall be delivered through registered post or speed-post or courier, to the below address of IT Music or to any other changed address as may be notified**:**

## Attn: IT Music (Keshav Mittal)

Shop No. 89 ½, Bazaar No. 07,

Near Sharma Resturant, Firozepur Cantt,

Punjab - 152001

**Waiver:** Waiver of a breach shall not operate or be construed as a waiver of any other or subsequent breach of the same or any other provision.

**Severability:** Should any provisions of this Deed be held by a court of law to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions of this Deed shall not be affected or impaired thereby.

**Governing Laws and Jurisdiction:** This Deed shall be construed in accordance with the laws of India; and parties mutually agree that disputes if any shall be settled only by the Court in Firozepur, Punjab which shall have exclusive jurisdiction. Member agrees not to initiate or file any suit or proceeding against IT Music in any other forum.

**IN WITNESS WHEREOF** the Member has hereunto set his hands to this writing and IT Music has caused its authorized signatory to affix stamp and in witness hereof set his hands to this writing on the day and the year first hereinabove written.

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| **ACCEPTED AND AGREED** | **ACCEPTED AND AGREED** |
| **B Sekhon Music** | **IT Music** |
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|  |  |
| Authorized Signatory | Authorized Signatory |
| Name: Baljit Singh | Name: Keshav |
| Email ID: bsekhonmusic025@gmail.com | Email ID: helloitmusic@gmail.com |
| Mobile No: +91 87288 98030 | Mobile No: +91 77107 77073 |
| Place: Jalandhar, Punjab | Place: Firozpur Cantt, Punjab |
| Date: 03rd December, 2023 | Date: 03rd December, 2023 |