SINGER/PERFORMER AGREEMENT

THIS SINGER AGREEMENT ("Agreement") is made on date and place as mentioned undersigned.

BY AND BETWEEN

Ajay a.k.a Ajay Bhagta Aadhar Number 3634 6504 4722. PAN Number EGOPA7543G R/o Rajender Singh, Chuli Kalan, Chuli Kalan (7), Hisar, Haryana, 125052 (hereinafter referred to as the "**Singer**", which expression shall unless it be repugnant to the context or meaning thereof mean and include his/her legal heirs, legal representatives, executors and administrators) of the First part;

AND

ANDY GEET PRIVATE LIMITED, through its Director/Authorised Signatory, having its registered office address at **H. No. 350, Sector 1 & 4, Hisar, Hisar, Haryana – 125001**, (hereinafter referred to as the **'Producer'**, which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, administrators, legal representatives and permitted assigns) of the Second part;

The Singer and the Producer shall collectively be referred to as the "**Parties**" and individually as "**Party**".

WHEREAS, the Singer are the vocal performer of live and recorded music and capable of performing for purposes of audio recording;

WHEREAS, Producer is in the business of media and entertainment *inter alia* of procurement, development, distribution and dissemination, broadcast / re-broadcast of programs and music using existing and emerging technologies and distribution platforms now known or devised in future throughout the world including but not limited to various well known digital platforms having global presence and viewership;

WHEREAS, the Producer is desirous of engaging the Singer to perform the Services (as set out herein below) and procuring assignment of all rights in relation thereto in.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Parties hereto hereby agree as follows:

1. This Agreement shall be valid for the Contract Works as described hereinbelow to this Agreement and shall continue to subsist and operate on the terms and conditions as are herein below agreed to by the parties. For the purpose of this Agreement the following words shall have the meanings set forth against them:

   1.1. '**Contract Works**' shall mean works performed in the audio recordings as Play back singer and as featuring artiste in video as per discretion of producer in one song titled as '**BAWLI** ', the particulars whereof are set forth hereinbelow.

   1.2. '**Contract Recordings**' shall mean audio/ sound recordings of the Works/performances comprising and forming part of the said Track/ video of said one song.

   1.3. '**Master(s)**' shall mean the original DAT (Digital Audio Tape), Digi beta and unmixed tracks with vocals separated on a hard Disc/DVD or any other contrivance containing the original Contract Works herein.

   1.4. **'Physical Formats'** shall mean Record which shall include a gramophone record, compact disc, DVD, MP3 magnetic tape, USB, Memory Cards, Flash Drives (whether reel to reel endless loop in cassette or cartridge form or otherwise howsoever) or any other contrivance or appliance whatsoever

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bearing or used for emitting sounds and/or visual images, whether now known or that which may be developed in future and shall not include any other mode of exploitation other than these formats i.e., by or through downloads, streams via the internet, and/or on any mobile device (including by way of ring-tones, ring-back/ call back tones, wallpapers, games etc.) and any other non-physical format.

1.5. **'Non Physical Formats'** shall mean all forms of exploitation of the Master Recording or part(s) and the literary and musical works of the Assigned Album thereof other than through Physical Formats in any medium and in any manner including but not limited to broadcast including on radio, television and internet, cable, satellite, cellular network, other digital transmission, public performance, synchronization, streaming, wall papers, games etc., and/or any mobile/electronic/wireless/ telecommunication device including by way of ring-tones including but not limited to real tones, true tones, SMS tones, ring back tones, real tones, monophonic and polyphonic ring tones, and or any other method now or hereafter known during the Assigned Period.

1.6. **'Minus One'** shall mean songs without the vocal in it and consisting of only back ground music which facilitate recording vocal in the same.

1.7. '**Performance**' shall include speech, dialogue, monologue, recitation, acting, singing, playing an instrument, conducting or directing either alone or with another or others or any other sound and visual effects of any kind.

1.8. **'Record'** shall mean a gramophone record, compact disc, magnetic tape (whether reel to reel endless loop in cassette or cartridge form or otherwise howsoever), video compact disc (VCDs), digital versatile discs (DVDs), mp3s, USBs, Memory Cards, Memory Sticks or any other contrivance or appliance whatever bearing or used for emitting sounds, whether now known or that which may be developed in future, and whether or not the same also bears or can bear visual images or is or can be joined to use in conjunction with or part of a contrivance or appliance bearing or used for giving visual images.

1.9. **'MRP'** shall mean maximum recommended retail re-selling price to the consumer.

1.10. "**Term**" shall mean Perpetual and Lifetime.

1.11. '**Territory**' shall mean the entire World and Universe.

The words '**Author**', '**Broadcast**', '**Composer**', '**Communication to Public**', '**Cinematograph Album**', '**Musical Work**', '**Performer**', '**Plate**', '**Producer**', '**Publication**', '**Sound Recording**', '**Publication**', '**Work**', and all other words which are not specifically defined herein shall have the meanings assigned to them by the Copyright Act, 1957 as amended from time to time.

2. <u>Services:</u>

The Producer hereby engages the Singer to provide their vocal/sound recording (Play back singing), featuring artiste as per discretion of producer, in song titled as '**BAWLI**' mentioned hereinbelow, ("**Performance**") by using the lyrics of the works in synch with the musical work (collectively the "**Works**") in a manner as required by Producer for the purpose of incorporating such Performance in a Sound Recordings and music video/song audio visuals for any use, commercial or otherwise in a manner as shall be deemed fit by the Producer at its sole discretion. The Producer shall be the author and first owner of copyright in and relating to the Sound Recordings and song audio video visuals (collectively referred to as the **"Recordings"**). The Singer shall also do promotion of said Audio/Video song as decided by producer, provide such numbers of reels as per discretion of producer.

Singer

Producer

S.no	Title of Song	Singer	Lyrics & Composition by	Music Arranged and Directed by
1.	BAWLI	Ajay & KB Dhull	KB Dhull	RIYAAZI

3. **Grant of Rights:**

(a) That the Singer agrees that the **Producer** shall be solely, exclusive owner of all IPRs, copyrights, interests, titles, sound recording & performances in song performed by **Singer** for perpetual period as per the terms of agreement.

(b) The Singer hereby grants the Producer and its assignees the right to use the Singer's name, photographs approved by the Singer in writing and other likenesses of Singer, and biographical material concerning Singer in connection with the exploitation of the Work and/ or Performance.

(c) That the Singer authorizes the **Producer** to use **Sound Recording**/performance of the Singer in any **Visual Recordings** in pursuance of this **Agreement** and assigns itself to **Producer** for the territory of entire World & Universe for all of the rights including but not limited to all copyrights, title, Performer's Rights under, as the case may be, Section 38A(1) and/or Section 38A(2) of the Copyright Act, 1957 including but not limited to right to reproduce the performance in any material form including the storing of it in any medium by electronic or other means, issuing copies of the performance to the public including copies of recordings of such Performances in any/all formats whether now known or existing and hereinafter developed and/or invented, communication of such formats to the public in any/all formats whether now known or existing and hereinafter developed and/or invented, sell or give on commercial rental or offer for sale or for commercial rental any copy(ies) of recordings of the Performances in any/all formats whether now known or existing and hereinafter developed and/or invented, broadcast or communicate the performance to the public by any Mode and Medium whether now known or existing and hereinafter developed and/or invented, right to use and permit others to use the **Singer** name, photographs and other likenesses of **Singer** and biographical material concerning the **Singer** in connection with the exploitation of any or all of the **Sound Recording** made under this **Agreement**;

(d) That further and without prejudice to the above assignment, and in consideration of this Agreement, in regard to audio recording of performance made by **Singer** in pursuance of this Agreement, the **Producer** is entitled for royalties;

(e) That none of the rights assigned to the **Producer** under the provisions of this **Agreement** shall lapse as per the provision mentioned under Section 19(4) of the Copyright Act, 1957 or for any other reason whatsoever. The Singer expressly agrees that the provisions of Section 19(4), 19A read with 39A of the Copyright Act 1957 (as amended) shall not apply to this Agreement and the Singer hereby waives his/her rights under the aforesaid sections.

(f) Further the **Producer** can use the **Sound Recordings** of the **Singer** in any Movie and/or album without any objection of the **Singer,** the producer further has full authority to recreate/reproduce song as per his requirement without any objection from Singer;

(g) That where the **Producer** elects for any reason whatsoever not to include the **Sound Recording** of the **Singer** in any **Movie** then notwithstanding such exclusion the assignment herein shall vest exclusively and perpetually in favor of the **Producer** and the **Producer** shall be entitled to use, exploit, market, promote the same, whether individually and/or as a part of any of the other or future entertainment software productions in any/all forms, formats through any media, medium or mode whether now known and existing and/or hereinafter developed or invented and/or the **Producer** shall be entitled to assign, license, transfer the rights herein to any person on such terms and conditions and for such consideration as may be deemed fit and appropriate by the **Producer** for exploitation and/or promotion by such other person in any/all forms, formats through any media, medium or mode whether now known and existing and/or hereinafter developed or invented without any objection and/or

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claim by the **Singer** either against the and/or the **Producer** and/or against any such other person acquiring the rights whether wholly or partially from the **Producer**;

(h) That the title/lyrist/composition/Musical work of song will be decided by the **Producer** only without any objection and/or claim from the **Singer** of any nature or manner whatsoever;

(i) That the Singer agreed that if in future the song (sung by the Singer) if elected for any award then the Singer shall communicate it with the Producer and both Parties shall take the credit of the award and will receive the award jointly on the stage.

(j) Physical rights in the Sound Recordings are for perpetual term and exclusive of the Producer:

That all Physical Rights in the **sound recordings** including but not limited to Master Recording which shall include gramophone record, compact disc, Blue Ray, USB Drives, pen drive, Memory Cards, Memory Sticks, Hard Drives, Flash drives, MP3, MP4, magnetic tape, and any kind of storage devices (whether reel to reel, endless loop in cassette or cartridge form or otherwise howsoever) or any other contrivance or appliance whatsoever bearing or used for emitting sounds and/or visual images, whether now known or that which may be developed in future and all these rights will be perpetual and irrevocable.

(k) Non-Physical Rights in the Sound Recordings are for perpetual term and exclusive of the Producer -

That all Non-physical rights including but not limited to all forms of exploitation of the **Sound Recordings& performances**, its Master Recording or part(s) and the literary and musical works of the Sound Recordings& performances thereof other than through Physical Formats in any medium and in any manner including but not limited to ATL (above the line) & BTL (below the line) Promotions, broadcast including on radio, television and internet, Mobile Phones & Devices, all internet enabled devices and devices where downloaded/recorded versions can be played, cellular network, other digital transmission, public performance, Air Borne, Sea Borne, Hotel Rights, Surface Rights, synchronization, streaming, wall papers, games, IPTV, 3G, 4G, 4.5G, 5G, iPod Tunes or any other format existing and any future format etc., and or any mobile/electronic/wireless/ telecommunication device including by way of ring-tones, wallpapers, and Videos including but not limited to real tones, true tones, SMS tones, ring back tones, real tones, monophonic and polyphonic ring tones, mp3 Tones, and the Digital rights in the Sound Recordings & performances including but not restricted for exploitation, exhibition and distribution in the following formats, all forms, sizes, modes and formats of digital media rights in the Sound Recordings & performances. All forms of (i) Digital Media Rights and exclusive access to, (ii) Video Rights, (iii) Pay-Per-View Rights (iv) All forms of telecommunication including telecommunication service /systems, and Mobile Telephony for full or part of the Sound Recordings& performances; (v) Broadcasting Rights, perform in public, communication to public through internet feed; (vi) All Internet ,Web, IPTV,VOIP and; (vii) dubbing and subtitling rights in all languages of the World an Universe; (viii) Video-gram rights Video Copyrights, Video on
Demand (VOD), Free VOD, Near Video on Demand (NVOD), Subscriber Video on Demand (SVOD), Transactional VOD, or any other mode of Video; with audio or visuals or audio visuals of the Sound Recordings & performances (alone or in conjunction with the audio or visual or audio visuals of other Sound Recordings & performances).

Producer shall have all the right to deploy/exploit the assigned rights/Content across all Internet audio and video streaming and download based platforms including but not limited to YouTube, Daily motion, JioSaavn.com, Airtel Wynk, Google Music, iTunes, Google Play, Hungaama etc. for worldwide and universal reach.

(l) Cable/DTH/Terrestrial rights in the Sound Recordings are for perpetual term and exclusive of the Producer -

That the Subscription TV, Direct to Home, Direct Broadcasting Satellite, Terrestrial Television Rights, Head Ends in the Sky Operator, Multi System Operator, Cable TV, Cable Distribution and Re-transmission, Cable Programme Free and Pay Cable Television Rights; Cable Television Network. The rights above so granted shall include Worldwide Digital Rights and shall include all kinds of Digital Platforms whether existing or future.

(m) All moral rights in the Performance are assigned by the Singer in the favor the Producer.

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(n) The Singer acknowledges and agrees that the Performer Rights of the Singer shall not affect the separate copyright in any work in respect of which the Performance is made.

4. TERM & TERRITORY & COPYRIGHT OWNERSHIP

Term: The term of the agreement shall begin at the Effective Date and continue for as detailed in below table starting with effect from signing of the agreement:

Rights	Term	Exclusive or Non-Exclusive Right	Territory
All Digital (Non-Physical) Rights in Audio & Video Track (for all mobile, Telecom, and online Platforms).	Perpetual	Exclusive Right	Worldwide and Universe
All Physical Rights	Perpetual	Exclusive Right	Worldwide and Universe
Satellite Rights	Perpetual	Exclusive Right	Worldwide and Universe
Home Video Rights	Perpetual	Exclusive Right	Worldwide and Universe
Television, Radio & Broadcasting Rights and all rights in Non fungible tokens	Perpetual	Exclusive Right	Worldwide and Universe

5. Consideration:

(a) The producer has given amount as they finalized Singer execution of present agreement Reference id: 2991932634 to my given bank account (hereinafter referred to as the "Consideration"). The said Consideration shall be the full and final compensation for the Services rendered by the singer as vocal performer and featuring artiste, for the rights granted under this Agreement and shall be deemed to include all advance royalty which the singer shall in future become entitled under the Copyright Act, 1957 or otherwise due to the exploitation or utilization of work performed as sound recording or any part thereof. The singer shall not be eligible for any further payment for rendering its Services hereunder. The Producer shall make the payments to the Performer in advance and upon execution of this agreement.

(b) The singer hereby agrees and acknowledges that the Consideration payable is an all-inclusive consideration.

(c) The Consideration being paid by the Producer will be subject to deduction of tax at source at applicable rates.

(d) In case of abandoning of sound recording in between, due to any natural calamity or otherwise agreed to by both the parties, the singer hereby agrees to refund the advance paid to Singer.
Other than as mentioned herein, the Singer hereby agrees and confirms that she shall not be entitled to any revenue generated from the exploitation of the vocal/song and or through any mode of communication to public in any manner whatsoever
The Singer acknowledges the adequacy and sufficiency of the Consideration being paid by the Producer for the Services being rendered by it pursuant to this Agreement and has covenanted not to raise any claim or demand against Producer in relation to said work or any derived work.

6. Warranties & Indemnities:

As a material inducement towards the Producers to enter into this Agreement, the Singer warrant undertakes and agrees that;

(a) The Singer is free to enter into this Agreement;

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Producer

(b) The Singer are the sole absolute unencumbered legal and beneficial owner of all rights granted to the Producer;

(c) The Singer has the authority to grant to the Producer such rights and consents granted in this Agreement and is not under any disability, restriction or prohibition which may prevent the Singer from performing or observing any of the Singer's obligations under the Agreement.

(d) The Singer expressly confirms that this assignment is not in contravention of Section 19(8) read with Section 39A of the Indian Copyright Act, 1957. The Singer shall be solely responsible for obtaining clearances/authorizations required, if any, from any collecting/copyright/performer's rights society of world and to enable the Producer to exercise the rights granted herein free from all encumbrances.

(e) Any claim liable upon the Producer and/ or the licensee(s) of the Producer shall be indemnified by the singer to the Producer and/or the licensee(s) of the Producer as liquidated damages including but not limited the damages as ascertained by Producer in case of breach of terms of agreement by Singer.

(f) Singer shall not be entitled to get any Revenue Share / Royalty generated from the exploitation of the work performed (s) by the Producer in said Audio video of song, or in case said song is to be utilized in any cinematographic film or through any other means and mode of communication or for any other purposes.

7. **Assignment:** Neither this Agreement nor any of the Singer's obligations hereunder shall be assignable by the Singer to any third party. Any such assignment shall be void *ab initio*. The Producer shall have the right to assign /license, either wholly or partially, this Agreement and/or any of the rights obtained by the Producer pursuant to the Agreement.

8. **Severability**: The Parties agree that should any part of this Agreement be declared / adjudicated as illegal or unenforceable, such declaration / adjudication shall not alter the validity or enforceability of any other terms or provisions unless the terms and provisions declared (by any of the Parties) shall be one expressly defined as a condition precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement. It is further declared that the recitals above form an integral part of this Agreement.

9. **Non-Disclosure:** The Singer hereby undertakes not to disclose, reveal or make public except with the prior written consent of the Producer, any information whatsoever concerning the production of the song, Performance rendered hereunder and/or the contents of this Agreement.

10. **No Partnership:** 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.

11. **Jurisdiction:** This Agreement shall be governed by the laws of India and competent courts of Hisar, India shall have exclusive jurisdiction.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement the day and. year first above written Each Party's signature indicates that they have read this Agreement and will comply with all the provisions of this Agreement.

Signature	**Signature**
ANDY GEET PRIVATE LIMITED	**(Singer)**
THROUGH ITS Director	**Name: Ajay Bhagta**
Date:	**Date:**
Place:	**Place:**

Witness (Name, Signature and Address)

Singer

Producer