

AGREEMENT

This is entered into this 1st day of June 2024

BETWEEN

UBC, ("UNIÃO BRASILEIRA DE COMPOSITORES") with its office situated at Rua do Rosário, 1 - 13th floor, Centro - Rio de Janeiro Zip code: 20091-007,

AND

PHONOGRAPHIC PERFORMANCE LTD, a company incorporated under Indian Companies Act, with its office situated at 7th floor, Crescent Towers, B-68, Veera Estate, off New Link Road, Mumbai 400053, India on the other hand, ("PPL-India")

(each of the signatories hereto a "Party" and, collectively, the "Parties").

WHEREAS, Brazil-UBC has been authorized by appropriate mandate from the Producers / Music labels to license, collect and distribute Brazil-UBC Royalties;

WHEREAS, PPL-India has been authorized by appropriate mandate / agreement from the Producers / Music labels to license, collect and distribute India Royalties.

AND WHEREAS both parties are willingly executing the present Agreement for exchange of details of Producer / Music Labels of respective countries for administering the Sound recording right in the country of other Party.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Definitions.

1.1. "Distributing Party" shall mean a Party distributing royalties to another Party.

1.2. "Producer" shall mean the copyright owner of sound recording and/or a Music /Record Label and/or an exclusive licensee thereof.

1.3. "Receiving Party" shall mean a Party receiving royalties from another Party.

1.4. "India Royalties" shall mean royalties collected by PPL for Radio, Broadcast and public performance of sound recording within India via licensing for and on behalf of Brazil-UBC.

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1.5. "Brazil-UBC Royalties" for the purpose of this Agreement, Royalties shall mean royalties collected by Brazil-UBC for Radio Broadcast and public performance of sound recording within Brazil for and on behalf of PPL-India.

2. **Authorisation to administer**

2.1 Brazil-UBC and PPL INDIA have been directly and exclusively authorised by their respective Producers / Music labels of sound recordings, to represent their rights abroad and with a binding effect on their behalf to make arrangements for an exchange of royalties with corresponding organisations abroad.

2.2 This Agreement only covers the Producers / Music labels having given such a mandate and parties are authorised to license and collect Producers royalty. Each Party shall declare to the other Party the List of Producers / Music labels and its repertoire. Each Party shall declare its additional repertoire to the other Party at least once every 3 months.

3. **Term and Termination.**

3.1. **Initial Term.** The term of this Agreement shall commence as of the Effective Date and terminate on the thirty-first (31st) day of December next following the one-year anniversary of the Effective Date.

3.2. **Renewal Terms.** This Agreement shall be renewed automatically for successive one (1) year periods running from January 1st to December 31st unless terminated in a writing signed by a Party and transmitted to the other Parties at least sixty (60) days prior to the expiration of the then current Term. The Initial Term and each Renewal Term shall be referred to as the "Term."

3.3. **Termination.**

3.3.1. **Mutual Termination.** The Parties may terminate this Agreement at any time in a writing signed by all Parties.

3.3.2. **Termination for Material Breach.** A Party may terminate this Agreement in the event of a material breach of any obligation, representation or warranty by any other Party owing an obligation to the terminating Party provided that such terminating Party has provided the other Parties with notice of the material breach and the breaching Party has not cured such material breach within thirty (30) days of receipt of such notice. For the avoidance of doubt, either Party's failure to pay royalties as required under this Agreement shall constitute a material breach.

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4. **Royalty Distribution.** Brazil-UBC and PPL - India shall exchange Brazil-

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UBC Royalties and India Royalties as specified in Appendix A.

5. Data in Support of Distributions. The Parties shall exchange identifying information with one another to facilitate distributions and the making of claims for Brazil-UBC Royalties and India Royalties as set out in Appendix A.

6. Dispute Resolution.

6.1. Conflicting claims.

6.1.1 To the extent either Brazil-UBC or PPL - India directly represents any Producer, Brazil-UBC and PPL - India shall continue to directly pay such Producer unless requested otherwise by such Producer.

6.1.2. If at all and to the extent a Distributing Party is already paying another performance rights organization or agent of a Producer for record labels or repertoire claimed by a Receiving Party, such claims ("Conflicting Claims") shall be resolved in accordance with the following procedure:

(a) The Distributing Party shall contact the Receiving Party and the other performance rights organization and ask whether each maintains or disclaims its representation of the applicable record labels or repertoire.

(b) If, within ninety (90) days of notification, either the Receiving Party or the other performance rights organization maintains its claim and the other disclaims, then the record labels or repertoire shall be associated to the maintaining party.

(c) If, within ninety (90) days of notification, both the Receiving Party and the other performance rights organization disclaim their representation of the applicable record labels or repertoire, then the Distributing Party shall continue to pay the party it had previously been paying.

(d) If, within ninety (90) days of notification, both the Receiving Party and the other performance rights organization maintain their representation of the applicable record labels or repertoire, then the Distributing Party shall put such repertoire on hold pending the Receiving Party's and other performance rights organization's mutual agreement as to representation of that record label or repertoire.

(e) If, within ninety (90) days of notification, either the Receiving Party or other performance rights organization has not responded to the Distributing Party, the Distributing Party shall make payment to the party maintaining its claim, or if neither maintain their claim, to the party that was originally paid by the Distributing Party.



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6.2. Resolution of Disputes Between the Parties.

6.2.1. Negotiation. The Parties shall use their best efforts to settle by negotiation any disputes that may arise from or in connection with this Agreement.

6.2.2. Mediation. In the event the Parties are unable to resolve a dispute in accordance with Section 6.2.1. within sixty (60) days after a Party's demand for negotiation, the Parties agree that any dispute or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, if any, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be submitted to mediation in accordance with the World Intellectual Property Organization ("WIPO") Mediation Rules. The place of mediation shall be in the city of the Party that has not demanded a negotiation for the settlement of a dispute, unless otherwise agreed. The language of any mediation shall be English. The mediator shall be a national of a country other than Brazil-UBC or India. The Parties shall select the mediator jointly. However, if the Parties are unable to agree on a mediator within fifteen (15) days, then the WIPO Arbitration and Mediation Center will select the mediator.

6.2.3. Arbitration. If and to the extent that any such dispute or claim has not been settled pursuant to Section 5.2.2 within forty-five (45) days of the commencement of the mediation, the dispute shall, upon the filing of a Request for Arbitration by any Party, be referred to and finally determined by arbitration in accordance with the WIPO Arbitration Rules. The arbitral tribunal shall consist of one arbitrator. The place of arbitration shall be in the city of the Party that has not demanded a negotiation for the settlement of a dispute, unless otherwise agreed. The language of any arbitration shall be English.

7. Producer Reservation of Rights. Notwithstanding any provision of this Agreement, a Producer may obtain payment directly from any Party if the Producer satisfies all conditions established by such Party for direct payment of royalties.

8. Duty of Confidentiality. A Receiving Party owes the Distributing Party a duty of confidentiality and may only use the data exchanged pursuant to this Agreement in furtherance of this Agreement and for no other purpose.

9. Representations and Warranties. Each signatory hereto represents and warrants that it has the right, power and authority to enter into this Agreement and that this Agreement has been duly and validly executed by an authorized officer of the signatory.

10. Tax Withholdings.



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10.1. Generally. To the extent required by law or international treaty, each Party shall withhold taxes from any distribution to the other Party.

10.2. Avoidance of Withholdings. Each Distributing Party, if so requested by the Receiving Party, shall endeavor to provide references to the legal perspective on taxes withheld from distributions made to the Receiving Party by the Distributing Party. A Party providing withholding information pursuant to this Agreement shall not be deemed to be providing the other Party with legal advice when providing such information. Each Party shall be responsible for obtaining any necessary legal opinions. Information about withholding taxes need not be attached prior to the Effective Date but should be provided in a reasonable amount of time following such date.

11. Miscellaneous.

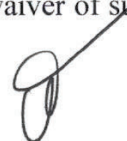
11.1. Binding Effect; Assignment. This Agreement shall inure to the benefit of and be binding upon each of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by either Party without the express written consent of the other Party, which may be withheld for any reason or for no reason.

11.2. Notices. All notices and other communications between the Parties hereto shall be in writing and deemed received 1) when delivered in person; 2) upon electronic mail; or 3) five (5) days after deposited in the national mail service of a Party, postage prepaid, with confirmation of delivery, addressed to the other Party at the address set forth below (or such other address as such other Party may supply by written notice):

Brazil-UBC: International Department
Rua do Rosário, 1 - 13th floor, Centro - Rio de Janeiro
Zip code: 20091-007 Brazil

PPL - India: Hasmukh Dave
7th Floor, Crescent Towers, B-68, Veera Estate, Off New Link Road, Andheri West, Mumbai 400053, India.

11.3. Rights Cumulative. The remedies provided in this Agreement shall be cumulative and shall not preclude assertion by any Party of any other rights or the seeking of any other remedies against the other Party hereto. No failure to exercise, no partial exercise, and no delay in exercising any right, power or privilege granted under this Agreement shall operate as a waiver of such right,⁵ power or privilege.



11.4. Entire Agreement. This Agreement expresses the entire understanding of the Parties and supersedes all prior and contemporaneous agreements and undertakings of the Parties with respect to the subject matter hereof.

11.5. Publicity. Each Party shall be permitted to disclose and publicize the existence of this Agreement.

11.6. Survival of Provisions. The provisions of Sections 6, 8 and 9 and Appendix A Sections 1.2.5, 1.2.6, and 1.2.7 shall survive the expiration or termination of this Agreement for any reason.

11.7. Severability. If any part of this Agreement is found to be illegal or unenforceable, such finding shall not affect the legality or enforceability of any other provision of this Agreement and such provision(s) shall continue to remain in force.

11.8. Counterparts. This Agreement may be executed in any number of counterparts and may be executed by facsimile. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

SIGNED
UBC – UNIÃO BRASILEIRA DE
COMPOSITORES b
by its authorised signatory

Title: CEO
Name: Mr. MARCELO CASTELLO
BRANCO

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PHONOGRAPHIC PERFORMANCE
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by its authorised signatory

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Date: 2024.07.09 21:35:26 +05'30'
Title: MD & CEO
Name: Mr. **G B AAYEER**