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Licence No. 2022/69066/1/1

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Public Performance Licence

This is to certify that

M/s. **SIR BIO TECH INDIA LIMITED**

of

HYATT REGENCY, MUSSOORIE ROAD, RAM TIRATH
ASHRAM, KUTHAL GATE
DEHRADUN, UTTARAKHAND, 248009

are authorised to perform all copyrighted

Music (sound recordings) owned/exclusively controlled by

Phonographic Performance Limited

with effect from 01/04/2022 *upto* 31/03/2023



PHONOGRAPHIC PERFORMANCE LTD.

Authorised Signatory

The Licence is non-exclusive & non-transferable

**This licence is valid only for the licensed premises / individual, address as above.
Subject to terms and conditions overleaf**

Regd. Office: Crescent Towers, 7th Floor, B-68, Veera Estate, Off New Link Road, Andheri (West),
Mumbai 400 053 - Tel.: 2673 6301 / 02 / 03. Fax: 2673 6304.

Terms and Conditions

1 DEFINITIONS

"The Act" Copyright Act, 1957. "Licence Fee"-The fee payable for the interest in the rights granted. All fees payable in Advance. "Licence Period" is as stated on front-side Licence automatically expires on stated date, without further notice; Licensee agrees not to perform songs after the expiry date. In case of renewal, the start date will be as per records of PPL. "Copyrighted Music" shall mean recorded music via the playing of records, CDs, pre-recorded tapes, or other mechanical devices, or the reception of broadcast audio transmissions or receiving apparatus and amplifications thereof through loudspeakers located in the licensed premises, including audiovisual use and media or carriers.

"Background License" will be applicable if you are playing our music at your Premises on a daily basis.

"Event License" will be applicable if you are playing our music for a particular Event at your premises.

List of music labels, together with specific exclusions/restrictions, is displayed on PPL website pplindia.org.

2 GRANT OF LICENCE

Subject to the provisions of this Licence, PPL, a Music Licensing Company hereby grants to the Licensee a non-exclusive limited Licence to publicly perform at the licensed premises, the sound recording(s) for which PPL owns and/or exclusively controls and has the rights to grant a Public Performance Licence during the said term.

3 PAYMENT OF LICENCE FEE

In consideration of the Licence granted by PPL to Licensee, the Licensee shall pay to PPL Licence fee as mentioned in the Gazetted Tariff, prior to usage. Applicable taxes will be charged additionally. Payment must be made in full, without any set -off, adjustment or counter- claim. Payments only to be made via Online transfer, Cheque, DD, NEFT/RTGS/IMPS. Payment in cash will not be accepted.

4 INTEREST

If any payment to PPL hereunder is not received on the due date, interest at the rate of 1.5 %(one percent) per month shall payable by the Licensee on the sum due, calculated from the due date until the date of actual payment whether before or after any court judgment.

5 CONDITIONS

The Licensee agrees that he shall not:

- Make or authorize or permit any other person to make any recording of any Copyrighted Music included in the licence.
- Authorise or permit any other person to include the Licensed Copyrighted Music in any manner in any service.
- Commit any act which deliberately encourages or includes taping or recording or re-recording.
- Mix, remix, edit, change or otherwise manipulate the sounds of any Copyrighted Music so that the sounds transmitted are different from those on the original Copyrighted Music.
- Use any Copyrighted Music in any Internet or Intranet distribution or any cable programme (other than as a matter of statutory entitlement or pursuant to this Licence) or as a re-transmission by cable or DTH satellite dish.
- Include the sound recordings in any broadcast or internet transmission.
- Perform the sound recordings in such a manner as to imply any endorsement or association with any product, service or brand by the artist or in derogation to the artist or sentiment of any group.

6 RESERVATION OF RIGHTS

All rights which are owned or controlled by PPL and which have not been specifically granted to the Licencee hereunder are hereby expressly reserved. Nothing in this document shall be construed as entitling the Licencee to perform anything other than legitimately sourced sound recordings. Licencee's own terms and conditions put forward or proposed or mooted by him at the time of application, do not form part of this Licence and have no binding on PPL. No waiver by PPL of a breach shall be deemed to be a waiver of any other breach. This Licence does not constitute any joint venture or partnership between PPL and Licencee.

7 TERMINATION

PPL shall have the rights at any time during the continuance of this Licence to terminate the Licence forthwith by written notice to the Licencee, if the Licencee commits or permits to be committed any breach or breaches of any of the terms (whether or not conditions) of this Licence (including non_payment) and the Licencee shall not have remedied such breach (insofar as it is capable of remedy) within 14(fourteen) days of being notified of the same. Termination of this Licence howsoever occasioned shall not affect the rights of PPL pursuant to the provisions mentioned herein and/or under Law. Licencee is not eligible for refund of any part of the Licence fee already paid.

8 APPLICABLE LAW

This licence is issued u/s 30 of Copyright Act. All the rights and obligations hereunder shall be construed and interpreted in accordance with the laws of India, the Courts of which shall be the sole and exclusive courts of competent jurisdiction and the parties voluntarily and irrevocably submit to the exclusive jurisdiction of the High Court in Mumbai, in all matters concerning this Licence.

9 A Background Licence is not valid for any Event (e.g. shows, promotions, fashion shows, DJ parties etc.) conducted in the premises of a discotheque, ball-room, banquet hall, shopping mall, shop etc., for which a separate Event Licence must be obtained.

10 This license is issued basis information furnished. It is subject to revision/correction in the event if any discrepancy/ difference is found during the inspection etc. PPL reserves the right to inspect the licensed premises to validate the information furnished by the licensee. Any under declaration will require payment of the differential amount and penalty up to Rs. 2 lacs to be paid on the spot.