

CIN NO. U 74999 MH 1941 GAP 142271



Licence No. _____

Public Performance Licence

This is to certify that

M/s. _____

of _____

are authorised to perform all copyrighted

Music (sound recordings) owned/exclusively controlled by

Phonographic Performance Limited

with effect from _____ *upto* _____

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.

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 licenced premises, including audiovisual use and media or carriers. 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 licenced 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. Payment is to be made by DD or Cheque, payable in Mumbai.

4 INTEREST

If any payment to PPL hereunder is not received on the due date, interest at the rate of 1% (one percent) per month shall be payable by the Licensee on the sum due compounded with monthly rests, 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 Licenced 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 Licensee hereunder are hereby expressly reserved. Nothing in this document shall be construed as entitling the Licensee to perform anything other than legitimately sourced sound recordings. Licensee'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 Licensee.

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 Licensee, if the Licensee 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 Licensee 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. Licensee 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 HOTELS

For Discotheque / Restaurant / Lounges Bar / Spa / Health Club and for any Event a separate Licence needs to be obtained.

- 10 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.