

## LICENSING AGREEMENT

**THIS AGREEMENT** is made the 5<sup>th</sup> November 2020

**B E T W E E N:**

1. SHIB SHANKAR CHOWDHURY (BMI IPI 1057541758) of Deshbandhu Para, Post Office-  
Jhaljhalia, Pin -732102, Malda, West Bengal, India

professionally known as Shib (“the Licensor”)

**AND**

2. INTEGRITY PUBLISHING LIMITED (company registration 09773691) (PRS IPI 800117794) of  
18 Portland Close, Bedford, MK41 9NE, UK (“the Licensee”).

**WHEREBY IT IS AGREED** as follows:

1. **DEFINITIONS**

For the purposes of this Agreement the following words shall have the meanings set forth against them:

**“Master Recordings”** the first class master recordings (including vocal mixes, instrumental mixes, TV mixes & radio edits where applicable) of the following songs:

1. Amorphous
2. You Are Witness
3. Evil Haunts Me
4. I Betrayed You
5. Last Ride
6. What I Do

**“Net Profit”** the actual income received by the Licensee (net of VAT or similar tax) arising from the exploitation of the Master Recordings within the terms of this Agreement after deducting therefrom all proper and reasonable and direct costs, charges and expenses incurred or suffered by the Licensee in relation thereto including but not limited to copyright fees and agents’ commission, save that it is specifically agreed and declared that the Licensee shall not make any deduction in respect of its general expenditure within the nature of its overhead costs.

**“Royalty”** a sum equal to seventy percent (70%) of the Net Profit.

**“Term”** a minimum period of twenty (20) years commencing on the date of the making of this Agreement recorded above, subject to the provisions of clause 9 herein.

**“Territory”** the universe.

## 2. **EXPLOITATION RIGHTS**

(a) Contingent upon the payments by the Licensee to the Licensor hereunder the Licensor grants by way of licence to the Licensee:

- (i) The non-exclusive right during the Term to exploit the Master Recordings in any medium in any manner now or hereafter known, for the specific purpose of synchronisation or commercial use in audio visual productions in film, television, advertisements and/or electronic games (either visual or non-visual); and
- (ii) The non-exclusive right to use its image, likenesses, biographical details and other such materials for the promotion and exploitation of the Master Recordings.

(b) Without prejudice to the generality of the licence granted herein, the Licensee is hereby granted the rights:

- (i) To seek, negotiate and enter worldwide perpetual licensing agreements on behalf of the Licensor for the synchronisation of the Master Recordings in audio visual productions and electronic games (either visual or non-visual) and/or to appoint agents to undertake the same;
- (ii) To engage with music managers, film and television producers, music supervisors and music editors to pitch the Master Recordings to be synchronized in audio visual productions and electronic games (either visual or non-visual);
- (iii) To provide copies of the Master Recordings (or any part thereof) to music supervisors, music editors, producers and other relevant professionals in film, television, advertising and games companies, by digital or physical means, and to upload the Master Recordings onto the Licensee’s website and web pages including any appropriate third party sites such as SoundCloud;
- (iv) The right to collect one hundred percent (100%) of the Net Profit and to retain thirty percent (30%) thereof before paying the Royalty to the Licensor in accordance with the terms of this Agreement.

## 3. **MANUFACTURING PARTS**

- (a) The Licensor shall make available to the Licensee all relevant materials needed hereunder to enable it to exploit the Master Recordings in any manner within the terms of this licence.
- (b) The Licensee shall not use the said Master Recordings for any purpose other than as provided for in this Agreement.
- (c) The supply to the Licensee of Master Recordings shall not create or imply a change of ownership in them and all such Master Recordings shall be and remain the property of the Licensor and all copies and derivatives of such made by or for the Licensee shall be and remain the property of the Licensor.

**4. USE AND PERFORMANCE**

All rights in the Master Recordings not granted specifically in clause 2 are reserved to the Licensor.

**5. WARRANTIES OF TITLE**

- (a) The Licensor warrants that it owns or controls the rights intended hereby to be licensed and is entitled to enter into this Agreement.
- (b) The Licensor warrants that the Master Recordings comprise wholly original works 100% written by the Licensor, save where declared in writing, which are not defamatory or obscene and do not contain any third party material (for example samples, save for those notified to the Licensee in writing prior to the signing of this Agreement) or infringe the rights of any third party.
- (c) The Licensor warrants that it will indemnify the Licensee and keep it at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including its legal costs on a solicitor and own client basis), expenses, awards and damages however arising directly or indirectly as a result of any breach or non-performance by the Licensor of any of its undertakings, warranties or obligations under this Agreement.
- (d) The Licensor warrants that except as otherwise expressly provided herein, the Licensee shall be under no liability whatsoever to any of the artists involved in the making of or performances recorded in the Master Recordings or to any other third party arising out of its exploitation of the Master Recordings as herein provided for.
- (e) The Licensor warrants that it is a resident of the United Kingdom and a qualified person under the Copyright Designs and Patents Act 1988 and its execution of this Agreement will grant to the Licensee all consents pursuant to part II of the Act necessary to allow the Licensee to exploit the Master Recordings under this Agreement.
- (f) The Licensor hereby waives any moral rights against the Licensee in the Master Recordings. To the extent that such rights cannot be waived, the Licensor consents to any act or omission by the Licensee and any person authorised or permitted by it which may be construed to be a derogation of such rights.

**6. ROYALTY PROVISIONS**

- (a) In consideration of the rights herein granted to the Licensee the Licensor shall, on the basis set out below, be entitled to the Royalty on the Net Profit in respect of all synchronisation licences granted and on any other income wholly attributable to the exploitation of any Master Recording hereunder under the provisions of this Agreement.
- (b) The Licensee shall furnish to the Licensor within sixty (60) days of 30<sup>th</sup> June and 31<sup>st</sup> December in each year a statement showing the amount of any income wholly attributable to the exploitation of the Master Recordings since the date of the previous statement and the amount of royalty due in respect of such exploitation and, where the amount of royalty exceeds fifty pounds (£50.00), the Licensee shall at such time pay the amount due to the Licensor, with any unpaid amount carrying forward to the following royalty period.
- (c) The Licensee shall keep accurate and up to date books of account and records of all their dealings hereunder. The Licensor shall have the right to inspect the books of the Licensee on notice and no more than once in any twelve month period. Further, in the event an error in excess of 10% (ten per cent) is revealed by any auditor's inspection, the Licensee agrees forthwith upon demand to reimburse the Licensor its reasonable costs incurred in such inspection or audit (limited to a maximum costs reimbursement of £1,000 in any event) together with any underpayment so discovered.

**7. PUBLIC PERFORMANCE AND BROADCASTING FEES**

For the avoidance of doubt it is hereby confirmed that the Licensee shall not be entitled to any public performance fees or broadcasting royalties received or receivable by the Licensor in respect of the Master Recordings.

**8. ASSIGNMENT**

The Licensee shall not transfer or assign the Agreement or any rights acquired hereunder to any person, firm or company without the prior written agreement of Licensor except that the Licensee may appoint agents to procure synchronisation agreements for the commercial use of the Master Recordings in audio visual productions in film, television, advertisements and/or electronic games (either visual or non-visual), and may grant licences or sub-licences in the Master Recordings for the purpose of appointing such agents and/or procuring or signing such synchronisation agreements.

**9. RIGHT OF TERMINATION**

- (a) Notwithstanding anything else in this Agreement, the Licensor may terminate this Agreement at any time following the 20th anniversary of the date of this Agreement by giving the Licensee ninety (90) days' written notice, at the expiry of which the Agreement shall be terminated.

- (b) The Licensor shall have the right immediately to terminate this Agreement in the event of:
  - (i) The compulsory liquidation or bankruptcy of the Licensee, but this shall not include a voluntary liquidation for the purpose of reconstruction.
  - (ii) The appointment of a receiver, liquidator or trustee in bankruptcy of the Licensee.
  - (iii) Any breach by the Licensee of its obligations hereunder which is not remedied by the Licensee within sixty (60) days of the Licensor serving a written notice of breach upon the Licensee.

#### 10. **TERMINATION PROVISIONS**

On the ending or the expiry of this Agreement for whatever reason and without prejudice to any accrued rights or claim which the Licensor may have against the Licensee:

- (a) The Licensee shall cease to use, exploit and distribute the Master Recordings supplied hereunder and all derivatives and copies thereof, including the deletion of all forms of the Master Recordings from its website and from other digital platforms, subject only to the terms of existing bona fide third party licences.
- (b) The Licensee shall at its expense deliver to the Licensor all Master Recordings and derivatives, copies and artwork.
- (c) The Licensee shall continue to account to the Licensor in respect of its Royalty on any Net Profit received by the Licensee after the date of termination.
- (d) The Licensee shall be entitled to its share of any fees or income received after the date of termination, in respect of synchronisation licences granted or other exploitation agreed before the date of termination, for a period of five (5) years after the date of termination.
- (e) Where, during the period of five (5) years after the date of termination, any synchronisation agreement in respect of the Master Recordings made during the Term is extended or renewed, the Licensor shall pay the Licensee a sum equivalent to fifteen per cent (15%) of all fees or direct income received or receivable by the Licensor arising from such renewal or extension, subject to audit and accounting provisions equivalent to those in clause 6 above.
- (f) For the avoidance of doubt it is hereby confirmed that the Licensee shall not be entitled to any public performance fees or broadcasting royalties received or receivable by the Licensor in respect of the Master Recordings during the period referred to in clause 10(e) above.

#### 11. **FORCE MAJEURE**

Neither the Licensor nor the Licensee shall be deemed in default of this Agreement if the performance of any of their respective obligations hereunder is delayed or becomes impossible for any reason beyond its reasonable control (including but not limited to war, invasion, act of foreign enemy, hostilities whether war be declared or not, civil war or strife, rebellion, strikes, lock-outs or other industrial disputes, death or act of God). If any of the above events occur to the extent that this Agreement cannot be enforced or performed according to its terms for a period in excess of six (6) months this Agreement shall be deemed to have terminated at the end of such six (6) month period.

12. **NOTICES**

All notices to be given under this Agreement must be in writing and must either be delivered by hand or sent by first class post to the relevant party at its address above or such other address as is notified in accordance with this clause or sent by electronic mail to the e-mail addresses provided by the parties hereto or such other address as is notified in accordance with this clause. If delivered by hand such notice shall be deemed served at the time of delivery, if sent by post it shall be deemed to have been received on the fifth business day after posting, and if sent by electronic mail, it shall be deemed to have been received on the first business day after sending.

13. **CLAUSE HEADINGS**

The clause headings in this Agreement are for information only and do not form part of this Agreement.

14. **LAW AND EXTENT OF CONTRACT**

(a) This Agreement sets forth the entire agreement between the parties at the date hereof with respect to the subject matter hereof and shall be interpreted in accordance with the laws for the time being in England and Wales and disputes submitted to the Court of appropriate jurisdiction in England and Wales.

(b) Nothing in this Agreement will be construed as creating a partnership between the parties.

**SIGNED** for and on behalf of the Licensor

By

Shib Shankar Chowdhury  November 2020  
.....C2DBBDA002BE41D:.....

**SIGNED** for and on behalf of the Licensee

By

Nick Tarbitt  05 November 2020  
.....EA2D7975AC2D489:.....

## LICENSING AGREEMENT

**THIS AGREEMENT** is made the 17<sup>th</sup> June 2022

**B E T W E E N:**

1. SHIB SHANKAR CHOWDHURY (BMI IPI 1057541758) of Deshbandhu Para, Post Office- Jhaljhalia, Pin -732102, Malda, West Bengal, India

professionally known as Shib (“the Licensor”)

**AND**

2. INTEGRITY PUBLISHING LIMITED (company registration 09773691) (PRS IPI 800117794) of 6. North Street, Topsham, Exeter, EX3 0AP, UK (“the Licensee”).

**WHEREBY IT IS AGREED** as follows:

1. **DEFINITIONS**

For the purposes of this Agreement the following words shall have the meanings set forth against them:

**“Master Recordings”** the first class master recordings (including vocal mixes, instrumental mixes, TV mixes & radio edits where applicable) of the following songs:

1. Yada Yada
2. Whenever I Feel Lonely
3. 1946

**“Net Profit”** the actual income received by the Licensee (net of VAT or similar tax) arising from the exploitation of the Master Recordings within the terms of this Agreement after deducting therefrom all proper and reasonable and direct costs, charges and expenses incurred or suffered by the Licensee in relation thereto including but not limited to copyright fees and agents’ commission, save that it is specifically agreed and declared that the Licensee shall not make any deduction in respect of its general expenditure within the nature of its overhead costs.

**“Royalty”** a sum equal to seventy percent (70%) of the Net Profit.

**“Term”** a minimum period of twenty (20) years commencing on the date of the making of this Agreement recorded above, subject to the provisions of clause 9 herein.

**“Territory”** the universe.

## 2. **EXPLOITATION RIGHTS**

(a) Contingent upon the payments by the Licensee to the Licensor hereunder the Licensor grants by way of licence to the Licensee:

- (i) The non-exclusive right during the Term to exploit the Master Recordings in any medium in any manner now or hereafter known, for the specific purpose of synchronisation or commercial use in audio visual productions in film, television, advertisements and/or electronic games (either visual or non-visual); and
- (ii) The non-exclusive right to use its image, likenesses, biographical details and other such materials for the promotion and exploitation of the Master Recordings.

(b) Without prejudice to the generality of the licence granted herein, the Licensee is hereby granted the rights:

- (i) To seek, negotiate and enter worldwide perpetual licensing agreements on behalf of the Licensor for the synchronisation of the Master Recordings in audio visual productions and electronic games (either visual or non-visual) and/or to appoint agents to undertake the same;
- (ii) To engage with music managers, film and television producers, music supervisors and music editors to pitch the Master Recordings to be synchronized in audio visual productions and electronic games (either visual or non-visual);
- (iii) To provide copies of the Master Recordings (or any part thereof) to music supervisors, music editors, producers and other relevant professionals in film, television, advertising and games companies, by digital or physical means, and to upload the Master Recordings onto the Licensee’s website and web pages including any appropriate third party sites such as SoundCloud;
- (iv) The right to collect one hundred percent (100%) of the Net Profit and to retain thirty percent (30%) thereof before paying the Royalty to the Licensor in accordance with the terms of this Agreement.

## 3. **MANUFACTURING PARTS**

(a) The Licensor shall make available to the Licensee all relevant materials needed hereunder to enable it to exploit the Master Recordings in any manner within the terms of this licence.



- (b) The Licensee shall not use the said Master Recordings for any purpose other than as provided for in this Agreement.
- (c) The supply to the Licensee of Master Recordings shall not create or imply a change of ownership in them and all such Master Recordings shall be and remain the property of the Licensor and all copies and derivatives of such made by or for the Licensee shall be and remain the property of the Licensor.

**4. USE AND PERFORMANCE**

All rights in the Master Recordings not granted specifically in clause 2 are reserved to the Licensor.

**5. WARRANTIES OF TITLE**

- (a) The Licensor warrants that it owns or controls the rights intended hereby to be licensed and is entitled to enter into this Agreement.
- (b) The Licensor warrants that the Master Recordings comprise wholly original works 100% written by the Licensor, save where declared in writing, which are not defamatory or obscene and do not contain any third party material (for example samples, save for those notified to the Licensee in writing prior to the signing of this Agreement) or infringe the rights of any third party.
- (c) The Licensor warrants that it will indemnify the Licensee and keep it at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including its legal costs on a solicitor and own client basis), expenses, awards and damages however arising directly or indirectly as a result of any breach or non-performance by the Licensor of any of its undertakings, warranties or obligations under this Agreement.
- (d) The Licensor warrants that except as otherwise expressly provided herein, the Licensee shall be under no liability whatsoever to any of the artists involved in the making of or performances recorded in the Master Recordings or to any other third party arising out of its exploitation of the Master Recordings as herein provided for.
- (e) The Licensor warrants that it is a resident of the United Kingdom and a qualified person under the Copyright Designs and Patents Act 1988 and its execution of this Agreement will grant to the Licensee all consents pursuant to part II of the Act necessary to allow the Licensee to exploit the Master Recordings under this Agreement.
- (f) The Licensor hereby waives any moral rights against the Licensee in the Master Recordings. To the extent that such rights cannot be waived, the Licensor consents to any act or omission by the Licensee and any person authorised or permitted by it which may be construed to be a derogation of such rights.

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- (b) The Licensee shall furnish to the Licensor within sixty (60) days of 30<sup>th</sup> June and 31<sup>st</sup> December in each year a statement showing the amount of any income wholly attributable to the exploitation of the Master Recordings since the date of the previous statement and the amount of royalty due in respect of such exploitation and, where the amount of royalty exceeds fifty pounds (£50.00), the Licensee shall at such time pay the amount due to the Licensor, with any unpaid amount carrying forward to the following royalty period.
- (c) The Licensee shall keep accurate and up to date books of account and records of all their dealings hereunder. The Licensor shall have the right to inspect the books of the Licensee on notice and no more than once in any twelve month period. Further, in the event an error in excess of 10% (ten per cent) is revealed by any auditor's inspection, the Licensee agrees forthwith upon demand to reimburse the Licensor its reasonable costs incurred in such inspection or audit (limited to a maximum costs reimbursement of £1,000 in any event) together with any underpayment so discovered.

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**9. RIGHT OF TERMINATION**

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- (b) The Licensor shall have the right immediately to terminate this Agreement in the event of:

- (i) The compulsory liquidation or bankruptcy of the Licensee, but this shall not include a voluntary liquidation for the purpose of reconstruction.
- (ii) The appointment of a receiver, liquidator or trustee in bankruptcy of the Licensee.
- (iii) Any breach by the Licensee of its obligations hereunder which is not remedied by the Licensee within sixty (60) days of the Licensor serving a written notice of breach upon the Licensee.

#### 10. **TERMINATION PROVISIONS**

On the ending or the expiry of this Agreement for whatever reason and without prejudice to any accrued rights or claim which the Licensor may have against the Licensee:

- (a) The Licensee shall cease to use, exploit and distribute the Master Recordings supplied hereunder and all derivatives and copies thereof, including the deletion of all forms of the Master Recordings from its website and from other digital platforms, subject only to the terms of existing bona fide third party licences.
- (b) The Licensee shall at its expense deliver to the Licensor all Master Recordings and derivatives, copies and artwork.
- (c) The Licensee shall continue to account to the Licensor in respect of its Royalty on any Net Profit received by the Licensee after the date of termination.
- (d) The Licensee shall be entitled to its share of any fees or income received after the date of termination, in respect of synchronisation licences granted or other exploitation agreed before the date of termination, for a period of five (5) years after the date of termination.
- (e) Where, during the period of five (5) years after the date of termination, any synchronisation agreement in respect of the Master Recordings made during the Term is extended or renewed, the Licensor shall pay the Licensee a sum equivalent to fifteen per cent (15%) of all fees or direct income received or receivable by the Licensor arising from such renewal or extension, subject to audit and accounting provisions equivalent to those in clause 6 above.
- (f) For the avoidance of doubt it is hereby confirmed that the Licensee shall not be entitled to any public performance fees or broadcasting royalties received or receivable by the Licensor in respect of the Master Recordings during the period referred to in clause 10(e) above.

#### 11. **FORCE MAJEURE**

Neither the Licensor nor the Licensee shall be deemed in default of this Agreement if the performance of any of their respective obligations hereunder is delayed or becomes impossible for any reason beyond its reasonable control (including but not limited to war,

invasion, act of foreign enemy, hostilities whether war be declared or not, civil war or strife, rebellion, strikes, lock-outs or other industrial disputes, death or act of God). If any of the above events occur to the extent that this Agreement cannot be enforced or performed according to its terms for a period in excess of six (6) months this Agreement shall be deemed to have terminated at the end of such six (6) month period.

12. **NOTICES**

All notices to be given under this Agreement must be in writing and must either be delivered by hand or sent by first class post to the relevant party at its address above or such other address as is notified in accordance with this clause or sent by electronic mail to the e-mail addresses provided by the parties hereto or such other address as is notified in accordance with this clause. If delivered by hand such notice shall be deemed served at the time of delivery, if sent by post it shall be deemed to have been received on the fifth business day after posting, and if sent by electronic mail, it shall be deemed to have been received on the first business day after sending.

13. **CLAUSE HEADINGS**

The clause headings in this Agreement are for information only and do not form part of this Agreement.

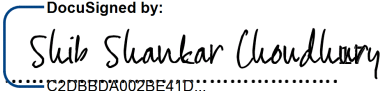
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(a) This Agreement sets forth the entire agreement between the parties at the date hereof with respect to the subject matter hereof and shall be interpreted in accordance with the laws for the time being in England and Wales and disputes submitted to the Court of appropriate jurisdiction in England and Wales.

(b) Nothing in this Agreement will be construed as creating a partnership between the parties.

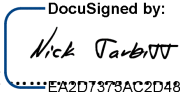
**SIGNED** for and on behalf of the Licensor

By

Shib Shankar Chowdhury  June 2022  
C2DBBD7A002BE41D.....

**SIGNED** for and on behalf of the Licensee

By

Nick Tarbitt  17 June 2022  
EA2D7378AC2D489.....

## LICENSING AGREEMENT

**THIS AGREEMENT** is made the 17<sup>th</sup> June 2022

**B E T W E E N:**

1. SHIB SHANKAR CHOWDHURY (BMI IPI 1057541758) of Deshbandhu Para, Post Office-  
Jhaljhalia, Pin -732102, Malda, West Bengal, India

professionally known as Shib (“the Licensor”)

**AND**

2. INTEGRITY PUBLISHING LIMITED (company registration 09773691) (PRS IPI 800117794) of 6,  
North Street, Topsham, Exeter, EX3 0AP, UK (“the Licensee”).

**WHEREBY IT IS AGREED** as follows:

1. **DEFINITIONS**

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**“Master Recordings”** the first class master recordings (including vocal mixes, instrumental mixes, TV mixes & radio edits where applicable) of the following songs:

1. Yada Yada
2. Whenever I Feel Lonely
3. 1946

**“Net Profit”** the actual income received by the Licensee (net of VAT or similar tax) arising from the exploitation of the Master Recordings within the terms of this Agreement after deducting therefrom all proper and reasonable and direct costs, charges and expenses incurred or suffered by the Licensee in relation thereto including but not limited to copyright fees and agents’ commission, save that it is specifically agreed and declared that the Licensee shall not make any deduction in respect of its general expenditure within the nature of its overhead costs.

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- (a) Contingent upon the payments by the Licensee to the Licensor hereunder the Licensor grants by way of licence to the Licensee:
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  - (ii) The non-exclusive right to use its image, likenesses, biographical details and other such materials for the promotion and exploitation of the Master Recordings.
- (b) Without prejudice to the generality of the licence granted herein, the Licensee is hereby granted the rights:
- (i) To seek, negotiate and enter worldwide perpetual licensing agreements on behalf of the Licensor for the synchronisation of the Master Recordings in audio visual productions and electronic games (either visual or non-visual) and/or to appoint agents to undertake the same;
  - (ii) To engage with music managers, film and television producers, music supervisors and music editors to pitch the Master Recordings to be synchronized in audio visual productions and electronic games (either visual or non-visual);
  - (iii) To provide copies of the Master Recordings (or any part thereof) to music supervisors, music editors, producers and other relevant professionals in film, television, advertising and games companies, by digital or physical means, and to upload the Master Recordings onto the Licensee’s website and web pages including any appropriate third party sites such as SoundCloud;
  - (iv) The right to collect one hundred percent (100%) of the Net Profit and to retain thirty percent (30%) thereof before paying the Royalty to the Licensor in accordance with the terms of this Agreement.

## 3. **MANUFACTURING PARTS**

- (a) The Licensor shall make available to the Licensee all relevant materials needed hereunder to enable it to exploit the Master Recordings in any manner within the terms of this licence.

- (b) The Licensee shall not use the said Master Recordings for any purpose other than as provided for in this Agreement.
- (c) The supply to the Licensee of Master Recordings shall not create or imply a change of ownership in them and all such Master Recordings shall be and remain the property of the Licensor and all copies and derivatives of such made by or for the Licensee shall be and remain the property of the Licensor.

**4. USE AND PERFORMANCE**

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**5. WARRANTIES OF TITLE**

- (a) The Licensor warrants that it owns or controls the rights intended hereby to be licensed and is entitled to enter into this Agreement.
- (b) The Licensor warrants that the Master Recordings comprise wholly original works 100% written by the Licensor, save where declared in writing, which are not defamatory or obscene and do not contain any third party material (for example samples, save for those notified to the Licensee in writing prior to the signing of this Agreement) or infringe the rights of any third party.
- (c) The Licensor warrants that it will indemnify the Licensee and keep it at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including its legal costs on a solicitor and own client basis), expenses, awards and damages however arising directly or indirectly as a result of any breach or non-performance by the Licensor of any of its undertakings, warranties or obligations under this Agreement.
- (d) The Licensor warrants that except as otherwise expressly provided herein, the Licensee shall be under no liability whatsoever to any of the artists involved in the making of or performances recorded in the Master Recordings or to any other third party arising out of its exploitation of the Master Recordings as herein provided for.
- (e) The Licensor warrants that it is a resident of the United Kingdom and a qualified person under the Copyright Designs and Patents Act 1988 and its execution of this Agreement will grant to the Licensee all consents pursuant to part II of the Act necessary to allow the Licensee to exploit the Master Recordings under this Agreement.
- (f) The Licensor hereby waives any moral rights against the Licensee in the Master Recordings. To the extent that such rights cannot be waived, the Licensor consents to any act or omission by the Licensee and any person authorised or permitted by it which may be construed to be a derogation of such rights.

**6. ROYALTY PROVISIONS**

- (a) In consideration of the rights herein granted to the Licensee the Licensor shall, on the basis set out below, be entitled to the Royalty on the Net Profit in respect of all synchronisation licences granted and on any other income wholly attributable to the exploitation of any Master Recording hereunder under the provisions of this Agreement.
- (b) The Licensee shall furnish to the Licensor within sixty (60) days of 30<sup>th</sup> June and 31<sup>st</sup> December in each year a statement showing the amount of any income wholly attributable to the exploitation of the Master Recordings since the date of the previous statement and the amount of royalty due in respect of such exploitation and, where the amount of royalty exceeds fifty pounds (£50.00), the Licensee shall at such time pay the amount due to the Licensor, with any unpaid amount carrying forward to the following royalty period.
- (c) The Licensee shall keep accurate and up to date books of account and records of all their dealings hereunder. The Licensor shall have the right to inspect the books of the Licensee on notice and no more than once in any twelve month period. Further, in the event an error in excess of 10% (ten per cent) is revealed by any auditor's inspection, the Licensee agrees forthwith upon demand to reimburse the Licensor its reasonable costs incurred in such inspection or audit (limited to a maximum costs reimbursement of £1,000 in any event) together with any underpayment so discovered.

**7. PUBLIC PERFORMANCE AND BROADCASTING FEES**

For the avoidance of doubt it is hereby confirmed that the Licensee shall not be entitled to any public performance fees or broadcasting royalties received or receivable by the Licensor in respect of the Master Recordings.

**8. ASSIGNMENT**

The Licensee shall not transfer or assign the Agreement or any rights acquired hereunder to any person, firm or company without the prior written agreement of Licensor except that the Licensee may appoint agents to procure synchronisation agreements for the commercial use of the Master Recordings in audio visual productions in film, television, advertisements and/or electronic games (either visual or non-visual), and may grant licences or sub-licences in the Master Recordings for the purpose of appointing such agents and/or procuring or signing such synchronisation agreements.

**9. RIGHT OF TERMINATION**

- (a) Notwithstanding anything else in this Agreement, the Licensor may terminate this Agreement at any time following the 20th anniversary of the date of this Agreement by giving the Licensee ninety (90) days' written notice, at the expiry of which the Agreement shall be terminated.
- (b) The Licensor shall have the right immediately to terminate this Agreement in the event of:



- (i) The compulsory liquidation or bankruptcy of the Licensee, but this shall not include a voluntary liquidation for the purpose of reconstruction.
- (ii) The appointment of a receiver, liquidator or trustee in bankruptcy of the Licensee.
- (iii) Any breach by the Licensee of its obligations hereunder which is not remedied by the Licensee within sixty (60) days of the Licensor serving a written notice of breach upon the Licensee.

#### 10. **TERMINATION PROVISIONS**

On the ending or the expiry of this Agreement for whatever reason and without prejudice to any accrued rights or claim which the Licensor may have against the Licensee:

- (a) The Licensee shall cease to use, exploit and distribute the Master Recordings supplied hereunder and all derivatives and copies thereof, including the deletion of all forms of the Master Recordings from its website and from other digital platforms, subject only to the terms of existing bona fide third party licences.
- (b) The Licensee shall at its expense deliver to the Licensor all Master Recordings and derivatives, copies and artwork.
- (c) The Licensee shall continue to account to the Licensor in respect of its Royalty on any Net Profit received by the Licensee after the date of termination.
- (d) The Licensee shall be entitled to its share of any fees or income received after the date of termination, in respect of synchronisation licences granted or other exploitation agreed before the date of termination, for a period of five (5) years after the date of termination.
- (e) Where, during the period of five (5) years after the date of termination, any synchronisation agreement in respect of the Master Recordings made during the Term is extended or renewed, the Licensor shall pay the Licensee a sum equivalent to fifteen per cent (15%) of all fees or direct income received or receivable by the Licensor arising from such renewal or extension, subject to audit and accounting provisions equivalent to those in clause 6 above.
- (f) For the avoidance of doubt it is hereby confirmed that the Licensee shall not be entitled to any public performance fees or broadcasting royalties received or receivable by the Licensor in respect of the Master Recordings during the period referred to in clause 10(e) above.

#### 11. **FORCE MAJEURE**

Neither the Licensor nor the Licensee shall be deemed in default of this Agreement if the performance of any of their respective obligations hereunder is delayed or becomes impossible for any reason beyond its reasonable control (including but not limited to war,

invasion, act of foreign enemy, hostilities whether war be declared or not, civil war or strife, rebellion, strikes, lock-outs or other industrial disputes, death or act of God). If any of the above events occur to the extent that this Agreement cannot be enforced or performed according to its terms for a period in excess of six (6) months this Agreement shall be deemed to have terminated at the end of such six (6) month period.

12. **NOTICES**

All notices to be given under this Agreement must be in writing and must either be delivered by hand or sent by first class post to the relevant party at its address above or such other address as is notified in accordance with this clause or sent by electronic mail to the e-mail addresses provided by the parties hereto or such other address as is notified in accordance with this clause. If delivered by hand such notice shall be deemed served at the time of delivery, if sent by post it shall be deemed to have been received on the fifth business day after posting, and if sent by electronic mail, it shall be deemed to have been received on the first business day after sending.

13. **CLAUSE HEADINGS**

The clause headings in this Agreement are for information only and do not form part of this Agreement.

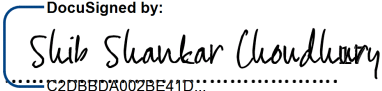
14. **LAW AND EXTENT OF CONTRACT**

(a) This Agreement sets forth the entire agreement between the parties at the date hereof with respect to the subject matter hereof and shall be interpreted in accordance with the laws for the time being in England and Wales and disputes submitted to the Court of appropriate jurisdiction in England and Wales.

(b) Nothing in this Agreement will be construed as creating a partnership between the parties.

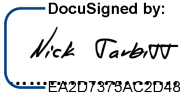
**SIGNED** for and on behalf of the Licensor

By

Shib Shankar Chowdhury  June 2022  
.....C2DBBD7A002BE41D.....

**SIGNED** for and on behalf of the Licensee

By

Nick Tarbitt  17 June 2022  
.....EA2D7378AC2D489.....

**SONG ASSIGNMENT  
Shib Chowdhury 1  
TERM SHEET**

**DATE:** 5<sup>th</sup> November 2020

**PARTIES:**

1. **Integrity Publishing Limited** (company registration 09773691) (PRS IPI 800117794) of 18 Portland Close, Bedford, MK41 9NE (**we, us**); and
2. **Shib Shankar Chowdhury** (BMI IPI 1057541758) of Deshbandhu Para, Post Office- Jhaljhalia, Pin -732102, Malda, West Bengal, India (**you**).

**SONG(S):**

<b>Title</b>	<b>Name(s) of Writer(s)</b>	<b>Share of the Song</b>
1. Amorphous	Shib Shankar Chowdhury	100%
2. You Are Witness	Shib Shankar Chowdhury	100%
3. Evil Haunts Me	Shib Shankar Chowdhury	100%
4. I Betrayed You	Shib Shankar Chowdhury	100%
5. Last Ride	Shib Shankar Chowdhury	100%
6. What I Do	Shib Shankar Chowdhury	100%

**WRITER ROYALTY:**

1. A total of 40% of our publisher's share of public performance income received from PRS (or equivalent); and
2. A total of 70% of all other income.

**RIGHTS:**

You grant us all rights to the above Songs in accordance with the attached Terms and Conditions.

**SIGNED by**

**Nick Tarbitt**  
for and on behalf of  
**Integrity Publishing Limited**

DocuSigned by:  
*Nick Tarbitt*  
Signature.....EFA2D7379AC2D489.....  
05 November 2020

**SIGNED by**

**Shib Shankar Chowdhury**

DocuSigned by:  
*Shib Shankar Chowdhury*  
Signature.....C2DBBDA002BE41D.....  
05 November 2020

**SONG ASSIGNMENT  
Shib Chowdhury 1**

**SCHEDULE 1 – SAMPLES**

<b>Song</b>	<b>Sample</b>	<b>Source</b>	<b>Cleared/Uncleared</b>
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**SONG ASSIGNMENT  
Shib Chowdhury 1**

**TERMS AND CONDITIONS**

**1. Grant of Rights**

- 1.1 In consideration of the payment by us to you of the sum of £1 (receipt of which you hereby acknowledge) and the payment of royalties as set out herein, and as legal and beneficial owner you hereby irrevocably assign to us for the full term of copyright and all reversions, renewals and extensions all rights, title and interest in and to the musical compositions (and their lyrics) listed in the Term Sheet (the **Songs**), including the entire worldwide copyright whether vested, contingent or future and all other rights of whatever nature throughout the world in all media now or hereafter known together with all renewals, reversions and extensions free of any claims by you or any third party.
- 1.2 Without limitation to the foregoing, we and our licensees and assigns shall have the sole and exclusive right to exploit the Songs by any and all means in any and all formats and media now or hereafter known throughout the world in perpetuity and the exclusive right to collect 100% of all royalties, fees and other income arising from the exercise of the rights and the use of the Songs hereunder save only the "writer's share" of public performance royalties payable direct to you if you are a member of the Performing Right Society (**PRS**).
- 1.3 If you are a member of PRS the rights hereby assigned are subject to the rights of PRS but shall include your reversionary interest resulting from the termination by any means of all or any of the rights of PRS. You agree that this Agreement shall be regarded as a certificate for the purposes of PRS Rule 1(o), or any rule replacing it, authorising PRS to treat us as exploiting the Songs for the benefit of the persons interested therein.
- 1.4 You grant us all necessary consents (including all consents required under the Copyright, Designs & Patents Act 1988 and equivalent legislation) to enable us to exercise the rights you grant to us.
- 1.5 Our rights under this Agreement include the sole and exclusive right to make alterations in, adaptations of and additions to the Songs, to provide translations of new words or lyrics in other languages and to authorise others to do so.
- 1.6 You hereby irrevocably waive all so-called moral rights to which you are now or may in the future be entitled in respect of the Songs. To the extent that such rights cannot be waived, you consent to any act or omission by us and any person authorised or permitted by us which may be construed to be a derogation of such rights.
- 1.7 You grant us, our successors, assignees and licensees the right to use your professional name, likeness and biography for the purpose of exploiting our rights under this Agreement.

**2. Delivery**

In respect of each Song assigned to us you will deliver to us a master recording and (if applicable) a lyric sheet.

3. **Royalties, Accounting and Audit Rights**

- 3.1 We will pay you the royalty split percentage specified in the Term Sheet of all net sums actually received by us (including our "publisher's share" of PRS income) directly and attributable from use of the Songs after deduction of VAT (where applicable), withholding taxes in countries where the law requires, collecting society charges, synchronisation and other agents' fees and commission, and sub-publishers' share.
- 3.2 We will calculate your revenue share as at 30 June and 31 December each year and within ninety (90) days of each such date we will send you a statement by post or email or make a statement available to be viewed by you online setting out in reasonable detail the calculation of your share, and at the same time we will pay you any sums shown to be due by the statement. In the event that the sums due to you in aggregate in respect of any accounting period and any previous periods do not exceed £50 we will be entitled to carry forward those sums and pay you at the end of the first accounting period in which sums due exceed that figure, and we will not be obliged to send you a physical statement in respect of any period in which sums due to you do not exceed that figure.
- 3.3 You, or an accountant or auditor appointed by you, may on reasonable notice inspect our books and records of account at our address to the extent they relate to the exploitation of the Songs but not more than once per year and no more than once in respect of any statement. In the event that any inspection reveals an underpayment of amounts properly due to you, we shall promptly pay such underpayment to you and in the event that such underpayment exceeds ten percent (10%) of the total amounts due to you pursuant to the statements inspected by you, we shall additionally reimburse you with the costs incurred by you in respect of the inspection revealing the underpayment subject always to a maximum costs reimbursement of £1,000 in any event. No such inspection in relation to any statement may be carried out more than three (3) years after the statement is sent or made available to you. All royalty statements and accounts you receive will be final and binding upon you unless written notice of objection is received by us within three (3) years after receipt.
- 3.4 In the event that we deduct or withhold any amounts from any payment to you, we shall provide you with a certificate of deduction in relation to all amounts deducted or withheld.

4. **Your Warranties**

You hereby warrant and represent that:

- a) you are free to enter into this Agreement and you are not under any contract or other obligation to any third party which conflict with the rights you grant to us under this Agreement;
- b) each Song is a wholly original work (or an original arrangement of a public domain work) 100% written by you (except as noted in the Term Sheet) which is not defamatory or obscene and does not contain any third party material (for example samples, save for those identified in Schedule 1) or infringe the rights of any third party;
- c) no payments will be payable by us to any third party in respect of any use of the Songs;
- d) you have not done and you will not do or omit to do any act or thing which might in any way impair or deprive us of any of the rights granted hereunder;

- e) you are over 18;
- f) you shall not without our consent in writing disclose, reveal or make public any information of whatever nature in connection with our business or the terms of this Agreement all of which shall be treated by you on a strictly confidential basis;
- g) you will indemnify us and keep us at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including our legal costs on a solicitor and own client basis), expenses, awards and damages however arising directly or indirectly as a result of any breach or non-performance by you of any of your undertakings, warranties or obligations under this Agreement;
- h) where, during the period of five (5) years after the date on which the rights in the Songs have been re-assigned to you, any synchronisation agreement in respect of the Songs made during our period of ownership is extended or renewed, you shall pay us a sum equivalent to fifteen per cent (15%) of all fees or direct income received or receivable by you arising from such renewal or extension. For the avoidance of doubt, such fees and direct income do not include public performance fees or broadcasting royalties;
- i) your obligation to pay the sums in clause 4(h) above shall be subject to us having the same accounting and audit rights as you have by virtue of paragraph 3 herein.

5. **Our Obligations**

- 5.1 We shall use reasonable endeavours to procure the exploitation of the Songs whether the exploitation shall be by us or any sub-publisher, licensee or assign;
- 5.2 We shall use reasonable endeavours to register and protect the copyright in the Songs and collect all royalties and other income deriving from the Songs;
- 5.3 We agree to use reasonable endeavours to ensure you are credited as songwriter(s) of the Song(s) wherever usual and practicable to do so;
- 5.4 Where we deem it appropriate, we shall arrange and pay for (at our sole cost and expense unless otherwise agreed in writing):
  - (i) the preparation of lead sheets and sheet music of the Songs;
  - (ii) the submission of the Songs to artists' producers, managers, advertising agencies and other interested parties with a view to obtaining cover recordings and other forms of exploitation;
  - (iii) the preparation of copy CDs or appropriate media for the purpose of promoting the Songs;
  - (v) all other matters as may be necessary in our reasonable commercial opinion to promote and to attempt to secure exploitation of the Songs.
- 5.5 Notwithstanding anything else in this Agreement, we shall re-assign to you or your designee the copyright in the Songs within 90 days of the receipt of a written request made at any time following the twentieth (20<sup>th</sup>) anniversary of the date of this Agreement;

5.6 For a period of five (5) years after any re-assignment under clause 5.5 or otherwise, we shall retain the rights to continue to collect royalties and other income earned or derived from the Songs during our period of ownership and pay you therefrom the Royalty and retain the balance;

5.7 We shall not without your consent in writing disclose, reveal or make public any information of whatever nature in connection the terms of this Agreement all of which shall be treated by us on a strictly confidential basis;

5.8 We shall maintain true and correct royalty accounts and use reasonable endeavours to ensure that you receive prompt and accurate payment of your royalties pursuant to this Agreement.

6. **Miscellaneous**

6.1 This Agreement comprises these Terms and Conditions, the Term Sheet and any Schedules.

6.2 In this Agreement the term *including* shall be construed as illustrative, without limiting the sense or scope of the words preceding it. The singular includes the plural and vice versa. Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

6.3 You agree to sign such other documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and the rights expressed to be granted under this Agreement.

6.4 We may assign or transfer this Agreement and/or all or any part of our rights hereunder to any third party provided that we shall remain primarily liable for our obligations hereunder unless and until the assignee enters into a direct covenant with you to comply with all such obligations. Nothing in this Agreement shall restrict our right to license or sub-license our rights hereunder.

6.5 Each party to this Agreement shall have the right to serve notice on the other party to terminate the Agreement if either party materially breaches the Agreement and fails to rectify the breach within sixty (60) days of the other party's notice or if the other party becomes bankrupt or insolvent.

6.6 This Agreement shall not be deemed to constitute a partnership or joint venture or contract of employment between you and us.

6.7 This Agreement contains the full and complete understanding between you and us and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by all of the parties to this Agreement.

6.8 If any provision of this Agreement shall be adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

6.9 You have had the opportunity to take professional advice and you have read and fully understood all of the provisions of this Agreement.



6.10 All notices to be given under this Agreement must be in writing and must either be delivered by hand or sent by first class post to the relevant party at its address above or such other address as is notified in accordance with this clause or sent by electronic mail to the e-mail addresses provided by the parties hereto or such other address as is notified in accordance with this clause. If delivered by hand such notice shall be deemed served at the time of delivery, if sent by post it shall be deemed to have been received on the fifth business day after posting, and if sent by electronic mail, it shall be deemed to have been received on the first business day after sending

6.11 This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the jurisdiction of the English courts.

**SIGNED** by

**Nick Tarbitt**  
for and on behalf of  
**Integrity Publishing Limited**

DocuSigned by:  
*Nick Tarbitt*  
Signature.....EA2D7375AC2D489... 05 November 2020

**SIGNED** by

**Shib Shankar Chowdhury**

DocuSigned by:  
*Shib Shankar Chowdhury*  
Signature.....C2DBBDA002BE41D... 05 November 2020

**SONG ASSIGNMENT  
Shib Chowdhury 2  
TERM SHEET**

**DATE:** 26<sup>th</sup> May 2021

**PARTIES:**

1. **Integrity Publishing Limited** (company registration 09773691) (PRS IPI 800117794) of 18 Portland Close, Bedford, MK41 9NE (**we, us**); and
2. **Shib Shankar Chowdhury** (BMI IPI 1057541758) of Deshbandhu Para, Post Office- Jhaljhalia, Pin -732102, Malda, West Bengal, India (**you**).

**SONG(S):**

Title	Name(s) of Writer(s)	Share of the Song
1. Mahadeva	Shib Shankar Chowdhury	100%
2. Battle Zone	Shib Shankar Chowdhury	100%
3. You Are Not lost	Shib Shankar Chowdhury	100%

**WRITER ROYALTY:**

1. A total of 40% of our publisher's share of public performance income received from PRS (or equivalent); and
2. A total of 70% of all other income.

**RIGHTS:**

You grant us all rights to the above Songs in accordance with the attached Terms and Conditions.

**SIGNED by**

**Nick Tarbitt**  
for and on behalf of  
**Integrity Publishing Limited**

DocuSigned by:  
*Nick Tarbitt*  
Signature .....  
26 May 2021

**SIGNED by**

**Shib Shankar Chowdhury**

DocuSigned by:  
*Shib Shankar Chowdhury*  
Signature .....  
26 May 2021

**SONG ASSIGNMENT  
Shib Chowdhury 2**

**SCHEDULE 1 – SAMPLES**

<b>Song</b>	<b>Sample</b>	<b>Source</b>	<b>Cleared/Uncleared</b>
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**SONG ASSIGNMENT  
Shib Chowdhury 2**

**TERMS AND CONDITIONS**

**1. Grant of Rights**

- 1.1 In consideration of the payment by us to you of the sum of £1 (receipt of which you hereby acknowledge) and the payment of royalties as set out herein, and as legal and beneficial owner you hereby irrevocably assign to us for the full term of copyright and all reversions, renewals and extensions all rights, title and interest in and to the musical compositions (and their lyrics) listed in the Term Sheet (the **Songs**), including the entire worldwide copyright whether vested, contingent or future and all other rights of whatever nature throughout the world in all media now or hereafter known together with all renewals, reversions and extensions free of any claims by you or any third party.
- 1.2 Without limitation to the foregoing, we and our licensees and assigns shall have the sole and exclusive right to exploit the Songs by any and all means in any and all formats and media now or hereafter known throughout the world in perpetuity and the exclusive right to collect 100% of all royalties, fees and other income arising from the exercise of the rights and the use of the Songs hereunder save only the "writer's share" of public performance royalties payable direct to you if you are a member of the Performing Right Society (**PRS**).
- 1.3 If you are a member of PRS the rights hereby assigned are subject to the rights of PRS but shall include your reversionary interest resulting from the termination by any means of all or any of the rights of PRS. You agree that this Agreement shall be regarded as a certificate for the purposes of PRS Rule 1(o), or any rule replacing it, authorising PRS to treat us as exploiting the Songs for the benefit of the persons interested therein.
- 1.4 You grant us all necessary consents (including all consents required under the Copyright, Designs & Patents Act 1988 and equivalent legislation) to enable us to exercise the rights you grant to us.
- 1.5 Our rights under this Agreement include the sole and exclusive right to make alterations in, adaptations of and additions to the Songs, to provide translations of new words or lyrics in other languages and to authorise others to do so.
- 1.6 You hereby irrevocably waive all so-called moral rights to which you are now or may in the future be entitled in respect of the Songs. To the extent that such rights cannot be waived, you consent to any act or omission by us and any person authorised or permitted by us which may be construed to be a derogation of such rights.
- 1.7 You grant us, our successors, assignees and licensees the right to use your professional name, likeness and biography for the purpose of exploiting our rights under this Agreement.

**2. Delivery**

In respect of each Song assigned to us you will deliver to us a master recording and (if applicable) a lyric sheet.

3. **Royalties, Accounting and Audit Rights**

- 3.1 We will pay you the royalty split percentage specified in the Term Sheet of all net sums actually received by us (including our "publisher's share" of PRS income) directly and attributable from use of the Songs after deduction of VAT (where applicable), withholding taxes in countries where the law requires, collecting society charges, synchronisation and other agents' fees and commission, and sub-publishers' share.
- 3.2 We will calculate your revenue share as at 30 June and 31 December each year and within ninety (90) days of each such date we will send you a statement by post or email or make a statement available to be viewed by you online setting out in reasonable detail the calculation of your share, and at the same time we will pay you any sums shown to be due by the statement. In the event that the sums due to you in aggregate in respect of any accounting period and any previous periods do not exceed £50 we will be entitled to carry forward those sums and pay you at the end of the first accounting period in which sums due exceed that figure, and we will not be obliged to send you a physical statement in respect of any period in which sums due to you do not exceed that figure.
- 3.3 You, or an accountant or auditor appointed by you, may on reasonable notice inspect our books and records of account at our address to the extent they relate to the exploitation of the Songs but not more than once per year and no more than once in respect of any statement. In the event that any inspection reveals an underpayment of amounts properly due to you, we shall promptly pay such underpayment to you and in the event that such underpayment exceeds ten percent (10%) of the total amounts due to you pursuant to the statements inspected by you, we shall additionally reimburse you with the costs incurred by you in respect of the inspection revealing the underpayment subject always to a maximum costs reimbursement of £1,000 in any event. No such inspection in relation to any statement may be carried out more than three (3) years after the statement is sent or made available to you. All royalty statements and accounts you receive will be final and binding upon you unless written notice of objection is received by us within three (3) years after receipt.
- 3.4 In the event that we deduct or withhold any amounts from any payment to you, we shall provide you with a certificate of deduction in relation to all amounts deducted or withheld.

4. **Your Warranties**

You hereby warrant and represent that:

- a) you are free to enter into this Agreement and you are not under any contract or other obligation to any third party which conflict with the rights you grant to us under this Agreement;
- b) each Song is a wholly original work (or an original arrangement of a public domain work) 100% written by you (except as noted in the Term Sheet) which is not defamatory or obscene and does not contain any third party material (for example samples, save for those identified in Schedule 1) or infringe the rights of any third party;
- c) no payments will be payable by us to any third party in respect of any use of the Songs;
- d) you have not done and you will not do or omit to do any act or thing which might in any way impair or deprive us of any of the rights granted hereunder;

- e) you are over 18;
- f) you shall not without our consent in writing disclose, reveal or make public any information of whatever nature in connection with our business or the terms of this Agreement all of which shall be treated by you on a strictly confidential basis;
- g) you will indemnify us and keep us at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including our legal costs on a solicitor and own client basis), expenses, awards and damages however arising directly or indirectly as a result of any breach or non-performance by you of any of your undertakings, warranties or obligations under this Agreement;
- h) where, during the period of five (5) years after the date on which the rights in the Songs have been re-assigned to you, any synchronisation agreement in respect of the Songs made during our period of ownership is extended or renewed, you shall pay us a sum equivalent to fifteen per cent (15%) of all fees or direct income received or receivable by you arising from such renewal or extension. For the avoidance of doubt, such fees and direct income do not include public performance fees or broadcasting royalties;
- i) your obligation to pay the sums in clause 4(h) above shall be subject to us having the same accounting and audit rights as you have by virtue of paragraph 3 herein.

5. **Our Obligations**

- 5.1 We shall use reasonable endeavours to procure the exploitation of the Songs whether the exploitation shall be by us or any sub-publisher, licensee or assign;
- 5.2 We shall use reasonable endeavours to register and protect the copyright in the Songs and collect all royalties and other income deriving from the Songs;
- 5.3 We agree to use reasonable endeavours to ensure you are credited as songwriter(s) of the Song(s) wherever usual and practicable to do so;
- 5.4 Where we deem it appropriate, we shall arrange and pay for (at our sole cost and expense unless otherwise agreed in writing):
  - (i) the preparation of lead sheets and sheet music of the Songs;
  - (ii) the submission of the Songs to artists' producers, managers, advertising agencies and other interested parties with a view to obtaining cover recordings and other forms of exploitation;
  - (iii) the preparation of copy CDs or appropriate media for the purpose of promoting the Songs;
  - (v) all other matters as may be necessary in our reasonable commercial opinion to promote and to attempt to secure exploitation of the Songs.
- 5.5 Notwithstanding anything else in this Agreement, we shall re-assign to you or your designee the copyright in the Songs within 90 days of the receipt of a written request made at any time following the twentieth (20<sup>th</sup>) anniversary of the date of this Agreement;

5.6 For a period of five (5) years after any re-assignment under clause 5.5 or otherwise, we shall retain the rights to continue to collect royalties and other income earned or derived from the Songs during our period of ownership and pay you therefrom the Royalty and retain the balance;

5.7 We shall not without your consent in writing disclose, reveal or make public any information of whatever nature in connection the terms of this Agreement all of which shall be treated by us on a strictly confidential basis;

5.8 We shall maintain true and correct royalty accounts and use reasonable endeavours to ensure that you receive prompt and accurate payment of your royalties pursuant to this Agreement.

6. **Miscellaneous**

6.1 This Agreement comprises these Terms and Conditions, the Term Sheet and any Schedules.

6.2 In this Agreement the term *including* shall be construed as illustrative, without limiting the sense or scope of the words preceding it. The singular includes the plural and vice versa. Headings are inserted for convenience only and do not affect the interpretation of this Agreement.

6.3 You agree to sign such other documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and the rights expressed to be granted under this Agreement.

6.4 We may assign or transfer this Agreement and/or all or any part of our rights hereunder to any third party provided that we shall remain primarily liable for our obligations hereunder unless and until the assignee enters into a direct covenant with you to comply with all such obligations. Nothing in this Agreement shall restrict our right to license or sub-license our rights hereunder.

6.5 Each party to this Agreement shall have the right to serve notice on the other party to terminate the Agreement if either party materially breaches the Agreement and fails to rectify the breach within sixty (60) days of the other party's notice or if the other party becomes bankrupt or insolvent.

6.6 This Agreement shall not be deemed to constitute a partnership or joint venture or contract of employment between you and us.

6.7 This Agreement contains the full and complete understanding between you and us and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by all of the parties to this Agreement.

6.8 If any provision of this Agreement shall be adjudged by a court to be unlawful, void or unenforceable, such provision shall to the extent required be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect any other circumstances or the validity or enforcement of this Agreement.

6.9 You have had the opportunity to take professional advice and you have read and fully understood all of the provisions of this Agreement.

6.10 All notices to be given under this Agreement must be in writing and must either be delivered by hand or sent by first class post to the relevant party at its address above or such other address as is notified in accordance with this clause or sent by electronic mail to the e-mail addresses provided by the parties hereto or such other address as is notified in accordance with this clause. If delivered by hand such notice shall be deemed served at the time of delivery, if sent by post it shall be deemed to have been received on the fifth business day after posting, and if sent by electronic mail, it shall be deemed to have been received on the first business day after sending

6.11 This Agreement will be governed by and construed in accordance with the laws of England and Wales and the parties hereto submit to the jurisdiction of the English courts.

**SIGNED** by

**Nick Tarbitt**  
for and on behalf of  
**Integrity Publishing Limited**

DocuSigned by:  
*Nick Tarbitt* 26 May 2021  
Signature.....EA2D7975AC2D489.....

**SIGNED** by

**Shib Shankar Chowdhury**

DocuSigned by:  
*Shib Shankar Chowdhury* 26 May 2021  
Signature.....C2DBBDA002BE41D.....



**SONG ASSIGNMENT  
Shib Chowdhury 3  
TERM SHEET**

**DATE:** 17<sup>th</sup> June 2022

**PARTIES:**

1. **Integrity Publishing Limited** (company registration 09773691) (PRS IPI 800117794) of 6. North Street, Topsham, Exeter, EX3 0AP, United Kingdom (**we, us**); and
2. **Shib Shankar Chowdhury** (BMI IPI 1057541758) of Deshbandhu Para, Post Office- Jhaljhalia, Pin -732102, Malda, West Bengal, India (**you**).

**SONG(S):**

Title	Name(s) of Writer(s)	Share of the Song
1. Yada Yada	Shib Shankar Chowdhury	100%
2. Whenever I Feel Lonely	Shib Shankar Chowdhury	100%
3. 1946	Shib Shankar Chowdhury	100%

**WRITER ROYALTY:**

1. A total of 40% of our publisher's share of public performance income received from PRS (or equivalent); and
2. A total of 70% of all other income.

**RIGHTS:**

You grant us all rights to the above Songs in accordance with the attached Terms and Conditions.

**SIGNED by**

**Nick Tarbitt**  
for and on behalf of  
**Integrity Publishing Limited**

DocuSigned by:  
*Nick Tarbitt*  
Signature.....  
EA2D7375AC2D489... 17 June 2022

**SIGNED by**

**Shib Shankar Chowdhury**

DocuSigned by:  
*Shib Shankar Chowdhury*  
Signature.....  
C2D88BDA002BE41D... 17 June 2022

**SONG ASSIGNMENT  
Shib Chowdhury 3**

**SCHEDULE 1 – SAMPLES**

<b>Song</b>	<b>Sample</b>	<b>Source</b>	<b>Cleared/Uncleared</b>
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**SONG ASSIGNMENT  
Shib Chowdhury 3**

**TERMS AND CONDITIONS**

**1. Grant of Rights**

- 1.1 In consideration of the payment by us to you of the sum of £1 (receipt of which you hereby acknowledge) and the payment of royalties as set out herein, and as legal and beneficial owner you hereby irrevocably assign to us for the full term of copyright and all reversions, renewals and extensions all rights, title and interest in and to the musical compositions (and their lyrics) listed in the Term Sheet (the **Songs**), including the entire worldwide copyright whether vested, contingent or future and all other rights of whatever nature throughout the world in all media now or hereafter known together with all renewals, reversions and extensions free of any claims by you or any third party.
- 1.2 Without limitation to the foregoing, we and our licensees and assigns shall have the sole and exclusive right to exploit the Songs by any and all means in any and all formats and media now or hereafter known throughout the world in perpetuity and the exclusive right to collect 100% of all royalties, fees and other income arising from the exercise of the rights and the use of the Songs hereunder save only the "writer's share" of public performance royalties payable direct to you if you are a member of the Performing Right Society (**PRS**).
- 1.3 If you are a member of PRS the rights hereby assigned are subject to the rights of PRS but shall include your reversionary interest resulting from the termination by any means of all or any of the rights of PRS. You agree that this Agreement shall be regarded as a certificate for the purposes of PRS Rule 1(o), or any rule replacing it, authorising PRS to treat us as exploiting the Songs for the benefit of the persons interested therein.
- 1.4 You grant us all necessary consents (including all consents required under the Copyright, Designs & Patents Act 1988 and equivalent legislation) to enable us to exercise the rights you grant to us.
- 1.5 Our rights under this Agreement include the sole and exclusive right to make alterations in, adaptations of and additions to the Songs, to provide translations of new words or lyrics in other languages and to authorise others to do so.
- 1.6 You hereby irrevocably waive all so-called moral rights to which you are now or may in the future be entitled in respect of the Songs. To the extent that such rights cannot be waived, you consent to any act or omission by us and any person authorised or permitted by us which may be construed to be a derogation of such rights.
- 1.7 You grant us, our successors, assignees and licensees the right to use your professional name, likeness and biography for the purpose of exploiting our rights under this Agreement.

**2. Delivery**

In respect of each Song assigned to us you will deliver to us a master recording and (if applicable) a lyric sheet.

3. **Royalties, Accounting and Audit Rights**

- 3.1 We will pay you the royalty split percentage specified in the Term Sheet of all net sums actually received by us (including our "publisher's share" of PRS income) directly and attributable from use of the Songs after deduction of VAT (where applicable), withholding taxes in countries where the law requires, collecting society charges, synchronisation and other agents' fees and commission, and sub-publishers' share.
- 3.2 We will calculate your revenue share as at 30 June and 31 December each year and within ninety (90) days of each such date we will send you a statement by post or email or make a statement available to be viewed by you online setting out in reasonable detail the calculation of your share, and at the same time we will pay you any sums shown to be due by the statement. In the event that the sums due to you in aggregate in respect of any accounting period and any previous periods do not exceed £50 we will be entitled to carry forward those sums and pay you at the end of the first accounting period in which sums due exceed that figure, and we will not be obliged to send you a physical statement in respect of any period in which sums due to you do not exceed that figure.
- 3.3 You, or an accountant or auditor appointed by you, may on reasonable notice inspect our books and records of account at our address to the extent they relate to the exploitation of the Songs but not more than once per year and no more than once in respect of any statement. In the event that any inspection reveals an underpayment of amounts properly due to you, we shall promptly pay such underpayment to you and in the event that such underpayment exceeds ten percent (10%) of the total amounts due to you pursuant to the statements inspected by you, we shall additionally reimburse you with the costs incurred by you in respect of the inspection revealing the underpayment subject always to a maximum costs reimbursement of £1,000 in any event. No such inspection in relation to any statement may be carried out more than three (3) years after the statement is sent or made available to you. All royalty statements and accounts you receive will be final and binding upon you unless written notice of objection is received by us within three (3) years after receipt.
- 3.4 In the event that we deduct or withhold any amounts from any payment to you, we shall provide you with a certificate of deduction in relation to all amounts deducted or withheld.

4. **Your Warranties**

You hereby warrant and represent that:

- a) you are free to enter into this Agreement and you are not under any contract or other obligation to any third party which conflict with the rights you grant to us under this Agreement;
- b) each Song is a wholly original work (or an original arrangement of a public domain work) 100% written by you (except as noted in the Term Sheet) which is not defamatory or obscene and does not contain any third party material (for example samples, save for those identified in Schedule 1) or infringe the rights of any third party;
- c) no payments will be payable by us to any third party in respect of any use of the Songs;
- d) you have not done and you will not do or omit to do any act or thing which might in any way impair or deprive us of any of the rights granted hereunder;

- e) you are over 18;
- f) you shall not without our consent in writing disclose, reveal or make public any information of whatever nature in connection with our business or the terms of this Agreement all of which shall be treated by you on a strictly confidential basis;
- g) you will indemnify us and keep us at all times fully indemnified from and against all actions, proceedings, claims, demands, costs (including our legal costs on a solicitor and own client basis), expenses, awards and damages however arising directly or indirectly as a result of any breach or non-performance by you of any of your undertakings, warranties or obligations under this Agreement;
- h) where, during the period of five (5) years after the date on which the rights in the Songs have been re-assigned to you, any synchronisation agreement in respect of the Songs made during our period of ownership is extended or renewed, you shall pay us a sum equivalent to fifteen per cent (15%) of all fees or direct income received or receivable by you arising from such renewal or extension. For the avoidance of doubt, such fees and direct income do not include public performance fees or broadcasting royalties;
- i) your obligation to pay the sums in clause 4(h) above shall be subject to us having the same accounting and audit rights as you have by virtue of paragraph 3 herein.

5. **Our Obligations**

- 5.1 We shall use reasonable endeavours to procure the exploitation of the Songs whether the exploitation shall be by us or any sub-publisher, licensee or assign;
- 5.2 We shall use reasonable endeavours to register and protect the copyright in the Songs and collect all royalties and other income deriving from the Songs;
- 5.3 We agree to use reasonable endeavours to ensure you are credited as songwriter(s) of the Song(s) wherever usual and practicable to do so;
- 5.4 Where we deem it appropriate, we shall arrange and pay for (at our sole cost and expense unless otherwise agreed in writing):
  - (i) the preparation of lead sheets and sheet music of the Songs;
  - (ii) the submission of the Songs to artists' producers, managers, advertising agencies and other interested parties with a view to obtaining cover recordings and other forms of exploitation;
  - (iii) the preparation of copy CDs or appropriate media for the purpose of promoting the Songs;
  - (v) all other matters as may be necessary in our reasonable commercial opinion to promote and to attempt to secure exploitation of the Songs.
- 5.5 Notwithstanding anything else in this Agreement, we shall re-assign to you or your designee the copyright in the Songs within 90 days of the receipt of a written request made at any time following the twentieth (20<sup>th</sup>) anniversary of the date of this Agreement;

- 5.6 For a period of five (5) years after any re-assignment under clause 5.5 or otherwise, we shall retain the rights to continue to collect royalties and other income earned or derived from the Songs during our period of ownership and pay you therefrom the Royalty and retain the balance;
- 5.7 We shall not without your consent in writing disclose, reveal or make public any information of whatever nature in connection the terms of this Agreement all of which shall be treated by us on a strictly confidential basis;
- 5.8 We shall maintain true and correct royalty accounts and use reasonable endeavours to ensure that you receive prompt and accurate payment of your royalties pursuant to this Agreement.

6. **Miscellaneous**

- 6.1 This Agreement comprises these Terms and Conditions, the Term Sheet and any Schedules.
- 6.2 In this Agreement the term *including* shall be construed as illustrative, without limiting the sense or scope of the words preceding it. The singular includes the plural and vice versa. Headings are inserted for convenience only and do not affect the interpretation of this Agreement.
- 6.3 You agree to sign such other documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement and the rights expressed to be granted under this Agreement.
- 6.4 We may assign or transfer this Agreement and/or all or any part of our rights hereunder to any third party provided that we shall remain primarily liable for our obligations hereunder unless and until the assignee enters into a direct covenant with you to comply with all such obligations. Nothing in this Agreement shall restrict our right to license or sub-license our rights hereunder.
- 6.5 Each party to this Agreement shall have the right to serve notice on the other party to terminate the Agreement if either party materially breaches the Agreement and fails to rectify the breach within sixty (60) days of the other party's notice or if the other party becomes bankrupt or insolvent.
- 6.6 This Agreement shall not be deemed to constitute a partnership or joint venture or contract of employment between you and us.
- 6.7 This Agreement contains the full and complete understanding between you and us and supersedes all prior arrangements and understandings whether written or oral appertaining to the subject matter of this Agreement and may not be varied except by an instrument in writing signed by all of the parties to this Agreement.
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- 6.9 You have had the opportunity to take professional advice and you have read and fully understood all of the provisions of this Agreement.

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**SIGNED** by

**Nick Tarbitt**  
for and on behalf of  
**Integrity Publishing Limited**

DocuSigned by:  
*Nick Tarbitt* 17 June 2022  
Signature.....EAAZD7375XC2D489:.....

**SIGNED** by

**Shib Shankar Chowdhury**

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*Shib Shankar Chowdhury* 17 June 2022  
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