

EXCLUSIVE LICENSE AGREEMENT FOR MUSIC DISTRIBUTION RIGHTS

This Agreement ("Agreement") is entered into at Mumbai as of the 11th day of March 2026, by and between;

Mr. LEEVI VAINO ANTERO LEPISTO, a proprietor, conducting music business in the name and style as 'LEFAN MUSIC RECORDINGS' Solo/Proprietor owned and operated by **Mr. LEEVI.**, Address: Vanhan Vaasan katu 1, Ristinummi, Ostrobothnia, Finland, Zip Code: 65370 and having Finland national identification card Number: 061101A541E (hereinafter referred to as **Licensor**), which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) OF THE ONE PART;

AND

Mr. Rakesh Rafukiya, a proprietor/company, conducting music business in the name and style as 'SWARA DIGITAL' owned and operated by **Mr. Rakesh Rafukiya S/O Mr. Dalsi Rafukiya**, Address – Room no 11 chawl no 1, Satyanarayan Singh Chawl Walbhat Road Ghassbazar Goregaon East Mumbai - 400063, India and having Indian Aadhar card Number : 616228262543 and Pan : FBGPR0088R (hereinafter referred to as the "Licensee" which expression shall, unless repugnant to the context or meaning thereof be deemed to include its successors in title and permitted assigns) of the OTHER PART;

The Licensor and Licensee hereinafter are referred to individually as the "Party" and collectively as the "Parties".

WHEREAS,

- A. The LICENSOR is having the sole, exclusive and unencumbered right, title and interest and all other rights of whatsoever nature in respect of the Licensed Content as detailed hereunder. The Licensor owns or has acquired from the respective right holders the **copyrights and all intellectual property rights** of certain Songs and Videos including all its underlying works, literary works, musical works etc and it's all content, Audio and Video Content etc., the particulars whereof are mentioned in Schedule "A" hereto and as shall be added during the Term of this Agreement (the said particulars hereinafter will be referred to as "Said Content") and further represents that the said Content and all underlying works including Literary, musical, lyrical and dramatic works is an original work and is not copied from any other work and shall not infringe the rights of any third party at anytime;
- B. The Licensee is in the business of Media and Entertainment and is inter alia engaged in the business of publishing, marketing and distribution of audio, audio and/video, imagery content, music publishing etc. on various vectors operating directly and/or through its affiliates and/or its group companies. The Licensee acquires all types of source content published/ owned by various Content Owners ("Music Labels/Banners/ Production Houses/music publishers") and/or its affiliates for distributing the same to the consumers and end users of the mobile operators & any other digital platform.
- C. LICENSEE has approached LICENSOR to seek Exclusive Licensing Rights with respect to use of the **said content owned / developed/lawfully acquired by LICENSOR** for business purposes and LICENSOR is willing to provide the same in accordance with the terms and conditions set forth in this Agreement; and

The Parties herein above have entered into an Agreement, for the period of two (2) calendar years following the Effective Date and will automatically renew for successive two (2) years thereafter as per the terms and conditions of this Agreement.

Now, therefore, in consideration of the foregoing premises and the mutual covenants and obligations contained herein, the parties agree as follows:

1. DEFINITIONS: All definitions below or elsewhere in this Agreement apply both to their singular and plural forms, as the context may require.

1.1 “Content and Services” means all content, information and services in Full and/or in part and their derivatives (including without limitation, any text, Video, music, sound, ringtones, monotones, sound recording, Ringback tones (RBT), Full length Songs, Videos, Caller ring back tones (CRBT), ringtones, Lyrics, musical compositions, photograph, video graphics, Application, Live broadcasting feeds, data or software, in any medium, Licensed by LICENSOR to LICENSEE in connection with this Agreement..

1.2 “Albums” this refers to the audio, audio-video music albums. For the purpose of this Agreement, Albums shall mean audio and audio-video music tracks which the Licensor has produced/acquired and is the copyright owner of or which the Licensor shall acquire from the respective right holders.

1.3 “Application” shall mean software which enables the Subscriber to access the Licensed Content on the Mobile Device and stream and/or download the same on the Mobile Device.

1.4 “End User” means any individual who accesses the Content or Services **included** in LICENSOR services.

1.5 “Request” means the individual access by an End User to content displayed/available on a Mobile wireless device, Television, LCD, LED or any such device in connection with the Content and Services only.

1.6 “Download” shall mean the transfer of a digital media content file from a content delivery network server via internet delivery to an authorized device such that a copy of the file is stored on the device including permanent mp3/mp4 downloads to Device.

1.7 “Launch Date” means the date Content and Services are initially made available to End Users through one or more Wireless Services Providers.

1.8. “Intellectual Property Rights” shall mean and include:

- trademark and trade name rights and similar rights; trade secret rights; patents, designs, algorithms and other industrial property rights, copyright, database rights, know-how and confidential information (whether registered or unregistered), including all adaptations, derivative works, modifications in any form or medium whatsoever;
- Applications for registration, and the right to apply for registration, for any of these rights; and
- All other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world;
- All other intellectual and industrial property rights (of every kind and nature throughout the universe and however designated) (including logos, "rental" rights and rights to remuneration), whether arising by operation of law, contract, license, or otherwise; and
- all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing)

1.9. “Net Revenue” means the payments actually received by LICENSEE from any Wireless Services Provider to the extent such payments are specifically derived from the Usage of the Content and Services only less all applicable government duties or/ and taxes. Such Net Revenue may include, but is not limited to: **Content and Services license fees, premium Usage fee, airtime fees, broadcast fee or subscription fees directly related to the Content and Services.**

- 1.10. **“Term”** has the meaning set forth in Section 10.1
- 1.11. **“Territory”** shall mean World.
- 1.12. **“Updates”** means additions, deletions, or changes in the Content and Services that **LICENSOR** publishes or makes available to any clients or customers.
- 1.13. **“Usage”** means the actual number of End User requests to the Content and Services offered as part of LICENSOR services.
- 1.14. **“Devices”** means any handheld device/ Mobile Handset or any other internet connected devices that can access the Content and service including but not limited to cellular or wireless phones and other similar devices.
- 1.15. **“Wireless Services Provider”** means a wireless network operator, DTH operator, Cable operators, TV channels, wireless services provider, distribution partner or brand equity partner who has entered into one or more agreements with LICENSEE for the licensing/ sublicensing or distribution of all or part of the services.
- 1.16. **“Public Performances”** means public performances in any form like Live Shows/Events/Concerts and communication to public etc
- 1.17. **“Wireless Services Provider Fees”** means the revenue share determined by Wireless Services Providers as commissions and distributor fees.
- 1.18. **“LICENSOR Revenue”** means the revenue payable to LICENSOR as per Section 5 of this Agreement.
- 1.19. **“Effective Date”** means the date of execution of this agreement.
- 1.20. **“Parties”** means Parties to this agreement or their representatives.
- 1.21. **“Distribution Channel”** means, without limitation, a website, wap portals, Audio and Video OTT applications, mobile handsets, mobile applications, SMS, IVR, USSD, Mobile TV, download from computer, Kiosk, internet, VOD services, streaming, offlining, Onlining, downloads, TV channels, DTH Operators, Radio Operators and or any playback device including mobile or any other delivery method from which the Content and Services can be consumed by End users.
- 1.22. **“Representatives”** means, without limitation, directors, agents, employees and independent contractors of the parties.

2. LICENSOR Services/ LICENSE GRANT:

LICENSOR hereby grants to LICENSEE the Licensing Rights subject to the below mentioned conditions:

- 2.1. LICENSOR hereby grants/assigns to LICENSEE a **Exclusive licensing rights of Masters/Sound Recording** to (i) Sub-license/provide said Content and Services and labels/content listed in schedule A, to Wireless Services Providers for distribution, monetization and use by such Wireless Services Providers across Wireless Devices and their various distribution channels, for distribution on satellite TV channels, Radio broadcasters and (ii) use, republish, perform, communicate, transmit, display, distribute, adapt and promote Content and Services or combine Content and Services or any part thereof with other content, as part of LICENSEE wireless services offerings and services in any form or manner now known or hereafter devised and/ or invented in the Territory during the Term of this Agreement.

- 2.2. The Licensee is further authorized to issue as many sublicenses to third parties for exercising the aforesaid rights on terms and conditions as the Licensee may deem fit provided such terms are in line with the normal business conditions prevalent in the market, are no-less favorable than the terms applicable to Content & Services of this stature, are not bundled, bartered or cross-collateralized with any other content. The LICENSEE will keep the LICENSOR updated on the individual sub licenses issued on a periodic basis and shall provide to the Licensor a copy to be seen in person of the sublicensee agreement if asked for.
- 2.3. LICENSEE by virtue of the rights acquired from LICENSOR towards Licensed Content under this Agreement shall act as an agent and shall be entitled to initiate action to control the piracy. However, it will be the sole decision and responsibility of Licensor to take appropriate legal action against the piracy of the Licensed Content at the option and cost of LICENSOR. Licensee will not initiate any legal actions from their side and will connect Licensor with the infringing party directly in case of violations so that both the parties can mutually conclude the dispute.
- 2.4. It also includes the right to use, issue license, sub-license, promote, market, transfer, sell and distribute the Licensed Content and Services as an agent on data storage medium of any nature for the purposes mentioned in Clause 2.1 above.
- 2.5. LICENSOR undertakes to provide to LICENSEE, link agreements of the Licensed Content and Services for legal verification. This intended contractual relationship is subject to satisfactory verification of the link documents by LICENSEE.
- 2.6. Both the parties hereto shall ensure the security of the Licensed Content, Source Content or such materials considered necessary for the purpose of this Agreement while these are within their respective control and both Parties hereby undertake to prevent their loss, pilferage, theft and/or unauthorized use or duplication contrary to the rights and obligations of the Parties hereto.
- 2.7. LICENSOR shall retain and maintain during the term unencumbered rights and all requisite licenses and permissions in the Content for use and exploitation of the same by LICENSEE in accordance with this Agreement during the Term.
- 2.8. LICENSOR shall make available to LICENSEE, the Licensed Content and undertakes to make available to LICENSEE all future content created, produced or acquired by it during the term of this Agreement in the form, manner and format as required by the LICENSEE. The Licensed Content shall be delivered by the LICENSOR to LICENSEE on an ongoing basis.
- 2.9. LICENSEE is entitled to commercially exploit the Licensed Content to the end user or customer through its affiliates, distributors, operators or service providers within the term and territory.
- 2.10 **Grant of Streaming and Premium Streaming Rights: “Stream” or “Streaming”** shall mean to transmit the Licensed Content by means of a transmission via the Internet and/or mobile network that is substantially contemporaneous with the rendering of the Licensed Content on the channel Services, using a technology that is designed not to result in a reproduction of the Licensed Content that would be usable after the cessation of the transmission (other than a transitory reproduction required to render such contemporaneous performance for example, a data buffer). A stream will be defined as any songs streamed for thirty (30) seconds or more, and will be limited to a maximum duration of six (6) minutes.

“Premium Streaming” shall mean a digital media file where: (i) the content of the media file is rendered simultaneously with its transmission; and such transmission does not result in the permanent creation of a residual or fixed copy of the media file so transmitted; and/or (ii) a format wherein a media file is wrapped in a digital rights management technology and the transmission of which results in a time-limited to a monthly basis, playable copy of the media file being deposited on the storage medium of an End-User’s device that is automatically disabled at the expiration of the End-User’s subscription such that it is incapable of being accessed or played in any manner on any device thereafter. The words “Premium Stream” will be construed accordingly.

• **Grant of Masters/ Composition Rights for Customer Versions as desined below:**

- (a) The right to record, Adapt and synchronize the Master(s), in whole or in part, with the Channel Program, together with and including the right to reproduce, edit, distribute copies, and display the Master(s) and any Customer Versions or Customer Videos in any form of media in each of the foregoing cases in connection with the development, marketing, distribution, support, and sale of the Program;
 - (b) The right to perform, broadcast, transmit and/or exhibit the Master(s) with the Channel Program throughout the Territory in whole or in part, including any Customer Versions or Customer Videos, and to edit, modify or clip as appropriate for the Program; and
 - (c) The right to allow Licensee’s customers and/or subscribers (“Customers”) to record, stream, upload, reproduce and display their performances of the applicable Master (each, a “CustomerVersion”) which may be synchronized with video content of the Customers’ performance of the Master or other images (each, a “Customer Video”).
- LICENSOR grants the right to Licensee to use and exploit the Licensed Content or any part thereof, in synchronized or timed relation with any visual format, in advertisements, trailers, music audio and other promotional and ancillary material or any other audio-visual work necessary in the opinion of the Licensee to give effect to its rights. The rights shall include the right to edit, mix, overlap, change or manipulate the Licensed Content by converting it to compatible format for commercial exploitation through the Distribution Channel.

3. CONTENT AND SERVICES

- **Delivery of Licensed Content:** Licensor shall deliver the said content at the earliest, LICENSOR shall deliver the Content and Services to LICENSEE in the manner provided in Clause 2.7 of the Agreement.
- **Service Level Compliance and Accuracy:** LICENSOR shall ensure that the content, data and services contained in or made part of Content and Services are reliable and accurate in all respects. LICENSOR shall provide LICENSEE with electronic access to Content and Services on a continual basis during the Term: as such content and Services are updated from time to time by LICENSOR.
- **Usage Data :** Usage statistics related to the use of Content and Services and collected by LICENSEE shall be shared with LICENSOR regularly during the Term of the agreement.

4. MARKETING, ATTRIBUTION AND REFERRAL

- **Wireless Services Providers,** LICENSEE has entered into distribution agreements with certain Wireless Services Providers, and may from time to time, enter into new or modified agreements with such Wireless Services Providers and other Wireless Services Providers and Distributors, for the distribution of LICENSOR owned or licensed content and services. LICENSOR agrees to collaborate with LICENSEE distribution efforts and use commercially reasonable efforts to work with LICENSEE regarding Wireless Services Providers and other Wireless Services Providers and Distributors.

LICENSEE (i) shall use its commercially reasonable efforts to include LICENSOR Content or Services as a part of LICENSEE offering with any Wireless Services Provider or other wireless services provider or distributor. LICENSOR shall not, in any manner whatsoever, approach, provide, issue license, sub-license, promote, market, transfer, sell and distribute the said Licensed Content and Services to these

Wireless Service Providers and Distributors directly unless prior written consent is taken from LICENSEE in this regard within the term of this Agreement.

- **Attribution**

- (i) Content and Services received from LICENSOR shall be attributed to LICENSOR and
- (ii) Content and Services shall be displayed with LICENSOR brand or trademark if any.

- **Publicity**

The Parties intent to make press releases, public announcements or other communications regarding this Agreement and the Content and Services; provided, however, that any such releases, announcement or communication shall be subject to the prior written or e-mail consent of both Parties; which consent shall not be unreasonably withheld or delayed.

5. FINANCIAL TERMS

- **Revenue Sharing:** As a compensation for the grant of the abovementioned Licensing Rights, LICENSOR shall be entitled is to receive payments from LICENSEE after deduction of the distribution Fee and their marketing efforts in accordance to the pricing structure as mentioned below.
- **LICENSEE shall pay to LICENSOR following 70% of the Net Revenues received by LICENSEE from its Distribution Channels/Wireless Service Providers after deduction of all applicable government duty/ies and /or taxes.**

3. Distribution to Audio content to OTT Apps: 70% of the Net revenue will be payable to Licensor.
4. Public performance Royalties/ Radio operators: 70% of the Net revenue will be payable to Licensor.
5. Distribution of Cinematograph Films/Films : 70% of the Net revenue to Licensor
6. Distribution of Tracks/ Albums to CRBT platforms: NIL

- **Fall back pricing:** to be made available for all the content distributed across all the Distribution Channels. Fall Back refers to the next lowest price point that the End User is charged by the Wireless Service Provider. This means that if the End User does not have the requisite balance available to download the content, it is the service provider's discretion to offer the content by deducting available balance from the End User. This balance will be lower than the rate chart. The intention is to make sale at all possible instances. In such a case also, LICENSOR shall be entitled to receive payment as per clause 5.2 of this Agreement.
- There may be a possibility that content from more than one Content Provider is included in a single subscription package. This might be done due to demands of the Wireless Service provider or due to the nature of the product. In such case/s the Net Subscription Revenue will be apportioned to LICENSOR in proportion to the content contribution to the subscription package and as per the terms agreed to above. LICENSEE will put in best efforts to ensure that the interests of LICENSOR are secured by fair allotment of content and the subsequent payouts.

- **Reporting and Payment Terms:**

Reporting: LICENSEE shall provide a revenue report detailing the performance of said content within seven (7) days of LICENSEE receiving the same from its respective Service Providers. LICENSOR shall issue a valid Invoice in this regard post sharing of said reports from LICENSEE.

Payment: LICENSOR share of revenue as per Section 5.2 of the Agreement shall be made by LICENSEE within fifteen (15) days it receives its share of payments for the said period's activity from its Wireless Service Providers.

- **Withholding Taxes:** The payments shall be made by LICENSEE to LICENSOR after deduction of such withholding taxes as may be required in law; PROVIDED that in case any such amounts are withheld, LICENSEE shall submit the Statutory Certificates to LICENSOR within a reasonable time.

6. PROPRIETARY RIGHT

- **Proprietary Rights:** Notwithstanding anything to the contrary expressed or implied in this Agreement, LICENSEE retains all right, title, interest, and intellectual Property Rights in and to LICENSEE site and the services, and LICENSOR retains all rights, title and interest, and Intellectual Property Rights in and to LICENSOR's sites and in and to all the Content and Services provided to LICENSEE under this Agreement. Each Party reserve to itself any and all rights not expressly granted hereunder.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. **Legal Authority:** Each Party represents and warrants to the other Party that, continuously during the Term: (i) such Party is duly organized and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) this Agreement is a legal and valid obligation of such Party, binding upon such Party and enforceable against such Party in accordance with the terms of this Agreement; and (iii) it has the right to enter into this Agreement and grant the rights granted herein.
- 7.2. **LICENSOR Warranties:** LICENSOR represents and warrants that continuously throughout the Term: (i) LICENSOR has full right, title and interest in and to all Intellectual Property Rights in the Source Content and Licensed Content and Services, including, without limitation,, (a) the names and/or pictures of persons, (b) any copyrighted material, trademarks, service marks, logos, and/or depictions of trademarked or service marked goods or services and (c) any testimonials or endorsements contained therein; and to provide the royalty free Licensed Content and Services to LICENSEE and to sub-license the use of the Licensed Content and Services to the Wireless Service Providers by virtue of ownership or contracts.
- 7.3. LICENSOR represents that it has obtained the necessary and valid license and all other approvals, consents etc; which shall be kept in force and valid upon due renewals, to provide the Licensed Content contemplated herein which includes compliance of statutory and non-statutory requirements and obligations and all other digital management rights, various issues and obligations to protect the Intellectual Property Rights.
- 7.4. LICENSOR hereto agrees and acknowledges and represents that the Licensed Content used, presented or transmitted shall not encroach upon or constitute a violation of any Intellectual Property Rights (including copyright) of any third party.
- 7.5. LICENSEE shall protect the intellectual property and information of LICENSOR and the Licensed Content and for that purpose shall execute such confidentiality agreements and non-disclosure agreements that may be necessary for protecting the rights of LICENSOR.
- 7.6. LICENSOR further represents and warrants continuously throughout the Term that the Content and Services or the provision thereof (a) do not violate any laws; (b) do not violate the rights of any third parties, including, but not limited to, the Intellectual Property Rights or other proprietary or property right, false advertising or unfair competition, (c) do not contain any material that is fraudulent, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, or racially or ethnically objectionable, including, without limitation,

any material that encourages conduct that would constitute a criminal offense, result in civil liability, or otherwise violate any applicable local, state, national or international law.

- 7.7. Licensor owns and possess all intellectual property rights, its associated exploitation rights, mechanical rights, publishing rights, performance rights or any other rights arising out of or in the Licensed Content and shall continue to have the same throughout the Term of the Agreement. The Licensor also specifically warrants and represents and agrees it shall be solely liable to make any payment, fees, revenue to any society or third party including but not limited to the TEOSTO societies relating to the Licensed Content.
- 7.8. The Licensor further warrants to have acquired publishing rights, performance rights, mechanical rights and all other rights including but not limited to rights from Singers, Musicians, Performers, Lyricist, Music Composers, Actors, Copyright Collecting Societies like TEOSTO, etc.(defined collectively as Third Party) and that the Licensee shall not be liable to pay any fees or revenue to any society, individual, entity or third party apart from the Licensor for exploitation of the Licensed Content.
- 7.9. The Licensor shall be responsible for obtaining all required rights and Licenses (including IPR's) pertaining to the above mentioned rights and the Payouts to the Licensor shall include payout for all the rights (lyricist, composer, sound recording) etc. The Licensee shall not be liable to pay additionally for acquisition of the above-mentioned rights.

7.10. LICENSOR further warrants that henceforth:

1. Licensor or any of its partners/directors/associates/affiliates will work and License all of its Content and services exclusively ONLY to Licensee only.
2. Licensor or any of its partners/directors/associates/ affiliates will not license any of its content Content and services to any third party till the recoupable advance (if any) is completely recovered by the Licensee and a written acknowledgement is taken from Licensee.
3. If any UGC/Fraudulent activity is reported by 'The Orchard', Believe, SonuSuite & Other distributors. then it will immediately lead to termination of that music label and all the Licensor Share payable and its content and services shall be forfeited. Repetition of such instances will lead to termination of our agreement and all the Licensor share payable and Licensor's content and services shall be forfeited.
4. Cover version of songs of someone else are strictly not permitted and will lead to infringement notices from content owner. Such cases has to be handled by Licensor and its partners legally. Repetition of such instances will lead to termination of our agreement and all the Licensor Share payable and Licensor's content and services shall be forfeited.
5. In case of Strikes that are received on Youtube channels licensed by Licensor, Licensor will make all the efforts to have them removed/resolved on high priority basis.
6. Any of its Content and services which are licensed by Licensee will not be taken down/ removed from Licensee's distribution network until its recoupable advance(if any) is completely recovered.
7. The Licensor warrants that the amount of License Revenue share (License fee) recorded/calculated hereinabove is sufficient for the rights assigned to Licensee and it shall not challenge the sufficiency of the same and according it waives its rights under the The Finnish Copyright Act (Tekijänoikeuslaki 404/1961) and in any no part of assignment shall be defective the said claim and the same shall be, if at all, limited to payment.

8. The Licensor shall be responsible for paying all applicable royalties to the respective Content owners in respect of the Licensed Content herein, as per the Licensor's agreements with the respective owners.

7.11 LICENSEE Warranties:

1. On best effort basis, LICENSEE will track the quantity of downloads/ streams of content and services in every Distribution Channel and will report such quantities to LICENSOR.
2. LICENSEE will use its reasonable best efforts to actively promote market and support the Content and Services consistent with ethical business practices.

8. CONFIDENTIALITY

It is expected that each Party will disclose (each a “**Disclosing Party**”) to the other Party (each a “**Recipient**”) certain confidential information (“**Confidential Information**”) and each Recipient recognizes the value and importance of the protection of the Disclosing Party's Confidential Information. All Confidential Information shall remain the sole property of the Disclosing Party, which shall own all rights, title, interest and Intellectual Property Rights therein.

Confidential Information shall not include, and the foregoing restrictions shall not apply to, information which Recipient can prove: (i) is or becomes a part of the public domain without any breach of confidentiality by Recipient; (ii) was in Recipient's lawful possession prior to the disclosure and had not been subject to limitations on disclosure or use; (iii) is entirely independently developed by Recipient without any knowledge or reference to the Confidential Information; (iv) is lawfully disclosed to Recipient, without restriction, by a third party who did not acquire the information from the Disclosing Party; or (v) is disclosed to the minimum required by a court of competent jurisdiction or government regulatory agency after Recipient has a protective order or other confidential treatment therefore, if available.

9. TERM AND TERMINATION

9.1 Term: This Agreement shall commence on the Effective Date and will continue for a period of two (2) years, unless terminated earlier as provided under this Agreement, subject to LICENSEE not being in breach of any of the terms of this Agreement. After two years, LICENSOR may automatically extend the term by two (2) year (Subsequent Term”) on the same terms and conditions.

9.2 Termination: LICENSOR or LICENSEE may terminate this Agreement before the end of its term by giving Ninety (90) days prior written notice to the other party. The termination shall become effective on the expiry of the 90 days notice period. The Agreement can be terminated in this manner without assigning any cause thereupon. However, in such a case, no party shall have any claim for damages or otherwise except the right to receive the accrued payments till the date of effective termination as per Section 5 of this agreement.

10. GENERAL

10.1. Affiliates: LICENSEE acknowledges that the other Party currently or may in the future operate portions of its business through other legal entities (e.g., foreign affiliates) wholly- or majority- owned or controlled by or under common control with such Party (“**Affiliates**”). By execution hereof, LICENSEE agrees that it shall take all necessary and appropriate action to cause each of its Affiliates to comply with and perform as required under this Agreement. LICENSEE may perform some or all of its obligations hereunder through its Affiliates, upon prior notice thereof to LICENSOR; provided, (a) the subcontracting or assignment of such performance obligations to an Affiliate shall in no way relieve the Party of its obligations hereunder; and (b) the Affiliate shall agree in writing to act in accordance with the terms of this Agreement.

- 10.2. **Counterparts:** This Agreement and any amendment hereto may be executed in counterparts, each of which, when executed and delivered, shall be deemed an original, and all of which taken together shall constitute one and the same instrument. This Agreement may be delivered by facsimile.
- 10.3. **Exclusivity:** LICENSEE intends to acquire exclusive royalty free Licensed Content on exclusive basis for deployment on various vectors within the territory and has therefore approached and requested LICENSOR to grant exclusive license to LICENSEE for distribution of the Licensed Content or part thereof as an agent in accordance with this Agreement.
- 10.4. **Applicable Law:** This Agreement shall be subject to the laws of India. All actions, suits and proceedings relating to this Agreement, its interpretation, implementation or alleged breach of any provision or as to any question, including as to the legitimacy or validity of any termination, shall be subject to the exclusive jurisdiction of the courts in Delhi, to which the Parties hereto irrevocably submit themselves.
- 10.5. **Force Majeure:** Neither Party will be liable for any failure to fulfill its obligations hereunder, due to causes beyond its reasonable control, including, without limitation, acts or omissions of governmental or military authority, acts of god, shortages of materials, transportation delays, earthquakes, fires, floods, labor disturbances, riots, or wars.
11. **INDEMNIFICATION :** LICENSOR indemnifies and holds harmless the LICENSEE from and against any loss, injury or damage caused to the LICENSEE in consequence of any of the breach of warranties or arising out of any claim and against claims, suits, demands that may be brought against the LICENSEE by any third party alleging that the use of the Licensed Content constitutes breach of rights of that party, including but not limited to the Intellectual Property Rights of the parties who may have claim over the said Licensed Content. The indemnification shall include any legal costs, punitive or compensatory awards or expenses and disbursements paid by Licensee on advice of its legal counsel to compromise or settle any claim.

12. NOTICES:

All notices given pursuant to this Agreement shall be in writing and shall be deemed to be served as follows:

- 12.1. In case of any notice delivered by hand, when so delivered.
- 12.2. If sent by pre-paid post or courier, on third clear day after date of posting
- 12.3. In case of any notice sent by facsimile, upon receipt of a confirmation copy at the sender's facsimile machine; and
- 12.4. The notice sent by hand-delivery, pre-paid post or courier, with acknowledgement due, shall be sent to the following addresses:

To **LICENSOR** at:

Name of the person concerned: Mr. LEEVI VAINO ANTERO LEPISTO

Email: Leevi.v.lepisto@gmail.com

Phone: +358 40 9696258

Paypal Address: Leevilepisto70@gmail.com

Authorized Signature:  Signed by: LEEVI VAINO ANTERO LEPISTO
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13. **SEVERABILITY:** If any provision of this Agreement is invalid, unenforceable or prohibited by law, this Agreement shall be considered divisible as to such provision and such provision shall be inoperative and shall not be a part of the consideration moving from either Party hereto to the other, and the remainder of this Agreement shall be valid, binding and of like effect as though such clause/ provision was not included therein.

14. **ARBITRATION:** The Parties to this Agreement hereby agree that they intend to discharge their obligations in utmost good faith. The Parties therefore agree that they shall, at all times, act in good faith, and make all attempts to resolve all differences howsoever arising out of or in connection with this agreement by discussion failing which by arbitration. The Parties shall be bound to submit all disputes and differences howsoever arising out of or in connection with this, to arbitration by three arbitrators: one each nominated by the LICENSOR and LICENSEE and the other chosen by the two (2) arbitrators so nominated by the Parties. The Parties agree that until the arbitration proceedings are complete, they shall not take their disputes to a court of law. This Agreement shall be governed by and construed in accordance with the laws of India
15. **WAIVER:** The failure at any time of either Party to demand strict performance by the other of any of the terms, covenants or conditions set forth herein shall not be construed as a continuing waiver or relinquishment thereof, and the either Party may, at any time, demand strict and complete performance by the other of such terms, covenants and conditions. IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed by their authorized representatives as of the Effective Date.

RR CREATIONS RECORDS

Authorized Signature: _____

Name: Rakesh rafukiya

Title : Proprietor

DATE:

LEFAN MUSIC RECORDINGS

Authorized Signature:  Signed by:
 9097DAF0A021464...

Name: **Mr. LEEVI VAINO ANTERO LEPISTO**

Title: Director/Proprietor

DATE: 3/11/2026

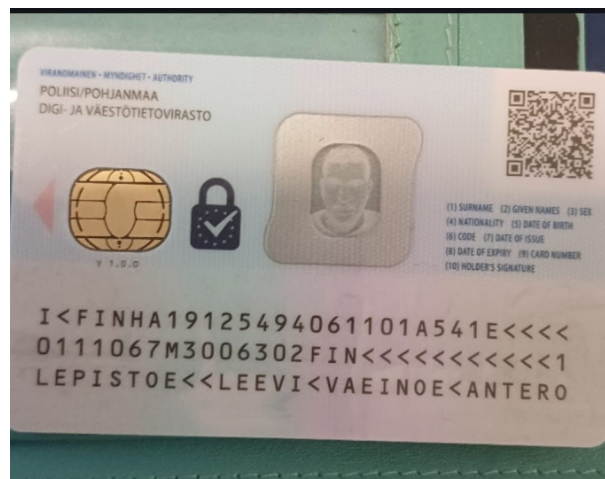
SCHEDULE – “A”–Content/Labels Listed below

List of Labels/Artiste licensed to Licensee in this agreement is mentioned below :

All the songs under the music label owned, aggregated, managed or represented by “**Mr. LEEVI VAINO ANTERO LEPISTO**” production under his own labels “**LEFAN MUSIC RECORDINGS**”

All releases effective under this music label and future releases shall form integral part of the agreement.

SCHEDULE – “B”–KYC Documents of Licensor



Authorized Signature: Signed by: LEEVI VAINO ANTERO LEPISTO
9097DAF8A92T404...

Name: Mr. LEEVI VAINO ANTERO LEPISTO

Title: Director/Proprietor

DATE: 3/11/2026