



The Indian Performing Right Society Limited

Regd. Office : 208, Golden Chambers, 2nd Floor, New Andheri Link Road, Andheri (W), Mumbai - 400 05
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CIN : U92140MH1969GAP014359

INDEMNITY BOND

This Indemnity Bond, made and entered into at _____ on this _____ day of _____ Two Thousand and _____ By And Between _____, an Adult, Inhabitant of _____ / Company or Firm incorporated and registered in _____ India and having his/her/its PAN No.- _____ and address at _____

_____ herein alter referred to as "The indemnifier" (which expression shall unless repugnant to the context include his/her heirs, executors and administrators and in case of a company or firm, its successors and assigns) of the One Part in favor of "The Indian Performing Right Society Limited", (a company limited by guarantee duly incorporated under The Companies Act, 1956) having its Registered Office at 208, Golden Chambers, New Andheri Link Road, Andheri (W), Mumbai- 400 053, hereinafter referred to as "The Company" (which expression shall unless repugnant to the context, include its successors and assigns) of the Other Part.

WHEREAS 1. "The indemnifier" is desirous of joining the Membership of "the Company" and has for that purpose applied for and/or has been accepted as a Member of "the Company"; 2. "The indemnifier" has in consideration of the services rendered and/or to be rendered hereinafter by "the Company", has executed a Deed of Assignment of even dated (said "Deed of Assignment) and The Company accepts the rights of the literary works and or musical works ("the said works") authored and or owned by the indemnifier and submitted and or assigned to the Company for issue of licenses in respect of rights so granted under said Deed of Assignment, collect fees in pursuance of such licenses and distribute such fees among author and other owners of rights, on representations, warranties and undertaking made therein and herein; 3. "The indemnifier" represents to the Company that he/she is the Author, and or Composer, and or, Owner of the said works and is/are authored and or owned by the indemnifier, and hereby provide that the information on literary & musical works authored and or owned and submitted to the Company are true and correct.

NOW THIS INDEMNITY BOND WITNESSETH that pursuant to the same and in the premises "the indemnifier hereby undertakes to defend and indemnify and keep indemnified and save and hold harmless The Company, Authorities and or its Directors and Executives ("Indemnified Persons"), at its own expense from and against any claims, demands, causes of action, debt or liabilities, damages, costs and suits (including but not being limited to attorneys' fees and costs) ("Losses") that may be made or brought against them or any of them arising out of or in connection with (i) breach of any obligations, undertakings, representations and warranties as set out in this Indemnity Bond and in the said Deed of Assignment executed by The indemnifier (ii) any third party claim that The Company is not entitled to license the rights granted by the said Deed of Assignment in respect of any literary and or musical works authored and or owned by The indemnifier and submitted and or assigned to the Company and (iii) an infringement of any intellectual property right of third parties to the extent such claim, demand, suit or action alleges that any assigned literary and or musical works, or

the use of any assigned literary and or musical works, to issue licenses, collect fees in pursuance of such licenses and distribute such fees among author and other owners of right, infringes any intellectual property right of any third party.

"The indemnifier" agrees to provide to the Company any information or documentation in its possession, power, custody or control (and use its best endeavors to obtain and supply any further information or documentation not in its possession, power, custody or control) and details of the works authored and or owned in writing, as reasonably requested by the Company, in case, any claim, demand, causes of action or suit ("Losses") is made or brought against The Company, Authorities and or its Directors and Executives ("Indemnified Persons"). Thereafter the indemnifier shall at its own expense defend protect and save harmless The Company, Authorities and or its Directors and Executives ("Indemnified Persons"), against any such claim, demand, or suit (" Losses"); provided that the indemnifier will not settle or resolve any such claim, demand, or suits ("Losses") in a manner that imposes any liability or obligation on the Company or affects the rights of the Company in connection therewith without the advance written approval of the Company and further provided, however, that Company may retain counsel on its behalf and participate in the defence of such claim, demand, causes of action or suit. It is agreed by the indemnifier that in case the indemnifier fails to so defend and I or indemnify and save harmless the Indemnified Persons, then, in such case, the Company shall have full rights to defend, pay or settle said claim on their own behalf without notice to the indemnifier for all fees, costs, and payments made or agreed to be paid to discharge said claim.

The indemnifier agrees to pay all legal / attorneys' fees necessary to enforce said indemnification and agrees that in case he/she/it makes any default in such payment tile Company will have tile right to deduct the same from his/her/its share of royalty payment.

This Indemnity Bond shall be unlimited as to amount or duration, and shall be binding upon and inure to the benefit of tile parties, their successors, assigns and personal agents and representatives.

IN WITNESS WHERE OF the parties here to have here onto set & subscribed his hands to this INDEMNITY BONO, on the day & year first here in above written.

SIGNED and DELIVERED by the within named INDEMNIFIER,(_____)
INDEMNIFIER

In the presence of (_____) SIGNATURE OF WITNESS

Name of witness (_____)

PAN Number: Address:

Date:

