

MUSIC DISTRIBUTION Terms and Condition

This Music Distribution Terms and condition (the “*Agreement*”) made at New Delhi at the signed date, month and year.

BY AND BETWEEN

_____, an adult Indian inhabitant, residing at _____ (hereinafter referred to as the “**Artist/ Right Holder /Record Label**” which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include his heirs, executors, and assigns) of the **FIRST PART**.

And

M/S. DMT Records Pvt Ltd, a Private Limited Firm, having its office at A-1/19B, Main, Rohtak Rd, opposite Metro Pillar No. 256, A1 Block Paschim Vihar, Block A, Paschim Vihar, New Delhi, Delhi, 110063., represented by its Proprietor **Mr. Vibhor Goel**, (hereinafter referred to as the “**Distributor**” which expression shall, unless inconsistent with the context or meaning thereof, be deemed to mean and include its subsidiaries, nominees, successors and assigns) of the **SECOND PART**;

Distributor is a Music Distribution Company that facilitates the offering of sound recordings and audio-visual content to other Third-Party Distributors, customers and Digital Music Retailers (hereinafter referred to as the “Third Party Assignees”) for the purpose of streaming, purchasing, and selling music downloads to consumers over the world.

Artist/ Right Holder /Record Label hereby certifies that it owns or has the right to distribute, publish, sell, copy, transfer, convert, encode, integrate, digitally modify, and deliver the master sound recordings and Audio-Visual Contents designated and attached as “Licensed Recordings and Audio-visual contents” (hereinafter referred as a “**Content**”)

Artist/ Right Holder /Record Label hereby certifies that it owns or has the right to distribute, sell, publish, copy, transfer, convert, encode, integrate, digitally modify, and deliver any artwork, writings, or pictorials to the Distributor and/or Distributor’s Third-Party Assignees for the purpose of distribution of the Content

Artist/ Right Holder /Record Label hereby grants exclusively Content distribution right to the Distributor during the term and throughout the world

WITNESSETH:

In consideration of the respective covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Grant of License.

1.1 - Content. Artist/ Right Holder /Record Label hereby grants to Distributor and Distributor's Third-Party Assignees an exclusive right and license during the Term of Grant throughout the Territory to convert, digitize, encode, make, cause, or otherwise produce Artist/ Right Holder /Record Label's designated Content.

1.2 - Distribution of Music. Artist/ Right Holder /Record Label hereby grants to Distributor and Distributor's Third Party Assignees an exclusive right and license during the Term of Grant throughout the Territory to sell via downloading, sell via burning, distribute, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver of the content supplied by Artist/ Right Holder /Record Label and designated as Content by the Distributor and/or Distributor's Third Party Assignees.

1.3 - Release. Artist/ Right Holder /Record Label hereby authorizes Distributor and Distributor's Third-Party Assignees to immediately release, sell via downloading, sell via burning, publish, and/or deliver of the Content and any artwork, writings, or pictorials supplied by Artist/ Right Holder /Record Label to the Distributor for the purpose of promoting the sale of Artist/ Right Holder /Record Label's Content during the Term of Grant throughout the Territory.

1.4 - Music online Streams. Artist/ Right Holder /Record Label hereby grants to Distributor and Distributor's Third-Party Assignees an exclusive right and license during the Term of Grant throughout the Territory to perform Artist/ Right Holder /Record Label's Content by means of streaming digital transmissions for the purpose of audio listening by subscription consumers or for the purpose of promoting the sale and distribution of the recording. Artist/ Right Holder /Record Label shall receive no royalty or payment of any kind for the performance of "music clips" as such performance is for the purpose of promoting the sale of Artist/ Right Holder /Record Label's Content.

1.5 - Portable Subscriptions. Artist/ Right Holder /Record Label hereby grants to Distributor and Distributor's Third-Party Assignees **an exclusive right and** license

during the Term of Grant throughout the Territory to perform and deliver to portable subscription services the of Artist/ Right Holder /Record Label 's Content by means of streaming digital transmissions and downloading for the purpose of audio listening by portable subscription consumers.

1.6 - Distribution of Artwork. Artist/ Right Holder /Record Label hereby grants to Distributor and Distributor's Third-Party Assignees an exclusive right and license during the Term of Grant throughout the Territory to distribute, display, publish, copy, transfer, convert, encode, integrate, digitally modify, and deliver over the Internet any artwork, writings, or pictorials supplied by Artist/ Right Holder /Record Label to Distributor and/or Distributor's Third-Party Assignees for the purpose of promoting the sale of the Content.

1.7 - Text. Artist/ Right Holder /Record Label hereby grants to Distributor and Distributor's Third-Party Assignees an exclusive right and license during the Term of Grant throughout the Territory to distribute, display, publish, copy, transfer, convert, encode, integrate, digitally modify, and deliver over the Internet all writings, text and statements provided by Artist/ Right Holder /Record Label to the Distributor and/or Distributor's Third-Party Assignees for the purpose of promoting the sale and distribution of the Content

1.8 - Reserved Rights. Artist/ Right Holder /Record Label reserves all rights and license not expressly granted to Distributor and Distributor's Third-Party Assignees hereunder. Ownership of the Content and Licensed Artwork shall remain with Artist/ Right Holder /Record Label or its licensors.

- (a) Publicly perform, publicly display, communicate to the public, and otherwise make available Artist/ Right Holder /Record Label Content, and Clips, distribution and to promote Content through any mode and medium includes television and Radio, without the payment of any fees or royalties to (i) the songwriters, composers, or music publishers owning any rights in and to Artist/ Right Holder /Record Label Content; (ii) any performing artist(s) (including non-featured vocalists and musicians) on Artist/ Right Holder /Record Label Content; (iii) any other person involved in the creation of or owning any portion of Artist/ Right Holder /Record Label Content, including, but not limited to a record label, and (iv) any agents for any of the foregoing, including, without limitation, performing rights organizations ("PROs") and unions or guilds, whether U.S.-based (such as ASCAP, BMI, SESAC, Sound Exchange, AFTRA and AFM) or foreign (e.g., PRS for Music, PPL, CMRRA, CSI, GEMA, etc.);
- (b) Distribute Artist/ Right Holder /Record Label Content in accordance with terms of this agreement

- (c) Use Artist/ Right Holder /Record Label Content and metadata as may be reasonably necessary or desirable for Distributor to exercise Artist/ Right Holder /Record Label rights under this Agreement.
- (d) Distribute, and publicly perform and communicate to the public Artist/ Right Holder /Record Label Content (including Clips) as part of a downloaded program that may include multiple Content,
- (e) Authorize Distributor's Licensees to perform any one or more of the activities specified above.

Parties herein acknowledge that any future content of Artist/ Right Holder /Record Label within the grant period shall be added to this Agreement and detailed in Annexure A to the Agreement.

2. Delivery. Artist/ Right Holder /Record Label shall deliver to Distributor by means of CD or Digital Audio Transmission (Uploading) the master versions of each Licensed Recording hereunder; a reasonable number of items of the related artwork for use by Distributor and Distributor's Third Party Assignees in connection with the marketing and promotion of the Content; and, a written schedule of the names and contact information of the author(s), composer(s), and music publisher(s) of the songs embodied in the Content, together with any additional copyright information known to Label relating to the Content, and a list of credits that Artist/ Right Holder /Record Label is contractually required or otherwise reasonably desires to provide in connection with the distribution, exploitation of the Content hereunder. Distributor shall have no right to modify the Content, except that it may digitize and/or encode the Content in any format now known or hereafter devised for purposed of facilitating the exercise of the rights and licenses granted hereunder.

3. Artist/ Right Holder /Record Label Obligations. Artist/ Right Holder /Record Label shall obtain and pay for any necessary clearances and licenses in the Territory for all Artist/ Right Holder /Record Label's Content and artwork. Artist/ Right Holder /Record Label shall be responsible for and pay any royalties and other income due to artists, authors, co-authors, copyright owners, co-copyright owners, producers, and other record royalty participants from sales or other uses of the Content. Artist/ Right Holder /Record Label shall also be responsible all mechanical royalty's payable to publishers and/or authors or co-authors of copyrighted musical compositions embodied in the Licensed Recording from sales or other uses of the Licensed Recording. Artist/ Right Holder /Record Label shall also be responsible for all payments that may be required under collective bargaining agreements applicable to Artist/ Right Holder /Record Label and any other royalties, fees, and or monies payable by Artist/ Right Holder /Record Label with respect to Artist/ Right Holder /Record Label 's Content artwork, and other materials supplied by Artist/ Right Holder /Record Label to Distributor and Distributor's Third-Party Assignees.

4. Likenesses and Names. Artist/ Right Holder /Record Label hereby grants to Distributor and Distributor's Third-Party Assignees the right to use and to allow others to use Artist/ Right Holder /Record Label's name, likeness of artist(s), group(s) or band(s), company information, and biographical material for the purpose of advertising and promoting the sale of the Content during the Term of Grant throughout the Territory.

5. Territory. The Territory shall be the world.

6. Term of Grant. The Term of Grant shall commence upon the date hereof and shall continue for the perpetual period.

7. Termination and Consequences of termination:

7.1 Distributor shall be entitled to terminate this Agreement, by giving a notice of 0 (Zero) days to the Artist/ Right Holder /Record Label, in the event:

- 1.1.1. the Artist/ Right Holder /Record Label breaches any of its covenants or obligations hereunder or any other terms of this Agreement, including and fails to cure such breach within 30 (thirty) days from being notified by Distributor of the occurrence of such breach; or
- 1.1.2. any representations and/or warranties of the Distributor are found to be false, misleading, untrue, or inaccurate in any manner; or
- 1.1.3. any Third-Party Claim being raised in relation to the content, which affects the exploitation of the Rights in the content; or
- 1.1.4. any claims or proceedings being filed against the Artist/ Right Holder /Record Label, or occurrence of any other event in relation to the Artist/ Right Holder /Record Label which, in the sole opinion of Distributor, may result in prejudicial to the business, reputation or goodwill of Distributor.

7.2 The Artist/ Right Holder /Record Label shall be entitled to terminate this Agreement by giving a 1 (One) days' prior written notice to Distributor, for breach of any representations and warranties or upon occurrence of any default of Distributor to pay Artist/ Right Holder /Record Label's Revenue Share to the Artist/ Right Holder /Record Label in terms of this Agreement and provided such payment default is not cured by Distributor within 120 (One Hundred Twenty) days' from the date of receipt by Distributor of a notice from the Artist/ Right Holder /Record Label regarding the occurrence of such default.

7.3 Upon termination of this Agreement by the parties;

- 7.3.1 distributor shall pay the distributor's revenue share until the date of termination within the 160 days from the termination of this agreement.
- 7.3.2 each party shall return and make no further use of any equipment, property, documentation and other items (and all copies of them) belonging to the other party;
- 7.3.3 The distributor must remove the content from broadcasting and cease to utilize it within 90 days of the agreement termination.

8. Royalties. The Distributor and Artist/Right Holder/Record Label agree to share all amounts arising from content distribution, with the exception of Copyright Society Collections, in the profit ratio 70:30, with the Artist/Right Holder/Record Label receiving 70% and the Distributor receiving 30% in post-tax and expenses where applicable from all over the world ("Territory"). The amounts/revenue collected from copyright societies, i.e. performance rights organizations ("PROs") and unions or guilds, whether U.S.-based (such as ASCAP, BMI, SESAC, Sound Exchange, AFTRA, and AFM) or foreign/Indian (e.g., PRS for Music, IPRS PPL, ISRA, CMRRA, CSI, GEMA, etc.) will be shared 50:50. Or in any other ration prior agreed in written. Distributor shall make Artist/ Right Holder /Record Label payments of content distribution and copyright society collection in every yearly.

9. Additional Definitions. For purposes hereof, the following terms shall have the respective meanings provided below:

9.1. The term "Artist/music label/right holder" shall mean any recording artist whose performances or owner ship of right are embodied in the Content.

9.2. The term "Licensed Artwork" shall mean any artwork, drawings, photographs, liner notes, or other graphical, textual, or other graphical works relating to Artist or Label, developed, or created by or for Label for use in connection with the distribution or promotion of the Content, and delivered to Distributor and Distributor's Third-Party Assignees hereunder.

9.3. The term "Name and/or Likeness" shall mean the name, voice, photograph, drawing, likeness, biographical material, any and all words, symbols, and logos which identify a person or group, and any and all trademarks, service marks, trade names, or similar properties, of, relating to or associated with a person or group, and any other exercise of the "right of publicity" of, relating to, or associated with a person or group.

9.4. The term "Controlled Compositions" shall mean any and all musical works embodied in the Content which are written or composed, in whole or in part, or

owned or controlled, directly or indirectly, by Artist or Label, collectively or individually.

9.5. The term "Licensed Recording(s)" shall mean the Content, Licensed Artwork, Controlled Compositions, the Name and/or Likeness of Label or any Artists performing in the Content, Music Videos, CD, Album, and any other materials licensed to Distributor and Distributor's Third-Party Assignees hereunder.

9.6. The term "Net Revenues" shall mean gross revenues less only the following costs and fees incurred in connection with such deliveries, and only to the extent incurred:

- (a) transaction processing fees, such as credit card transaction fees and other electronic commerce processing, patent royalties or other fees, payable to or retained by unaffiliated third parties in connection with effecting a transaction or transmission, if any.
- (b) sales tax, if any.
- (c) returns and credits, including, but not limited to, those on account of defective merchandise, errors in billing, and errors in transmission, if any.
- (d) mechanical royalties, if any.
- (e) public performance fees, if any.
- (f) shipping, if any.
- (g) union, guild, or other third-party fees that may be required by contract or the Copyright Act, if any.

10. Record Keeping and Report.

10.1. Distributor agrees to maintain and preserve accurate books and records concerning all transactions relating to the distribution of the content.

10.2. **Distributor will submit a quarterly statement of income report to the Artist/Right Holder/Record Label, subject to the report's availability.**

11. Indemnification and Limitation of Liability. Artist/ Right Holder /Record Label will indemnify and hold harmless the Distributor and Distributor's Third Party Assignees from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorney's fees and costs) arising out of a claim by a third party by reason of a breach of any warranty, representation, covenant or obligation of Artist/ Right Holder /Record Label under this Agreement, or any claim that any Digital Audio Transmission, sound recording, printed material, or artwork provided to the Distributor and/or Distributor's Third Party

Assignees by Artist/ Right Holder /Record Label use thereof violates or infringes the rights of another party. Artist/ Right Holder /Record Label will reimburse the Distributor and/or Distributor's Third-Party Assignees for any actual payments made in resolution of any liability or claim that is subject to indemnification under this section.

12. Editorial Right. Distributor reserves an unabridged right to refuse to distribute any and all of Artist/ Right Holder /Record Label 's Content for good reason, bad reason, or no reason. **Furthermore, the distributor has the unrestricted right to remove the content from the broadcast/Channels/platforms in the event of a third-party claim or objection.**

13. Entire Agreement. This Agreement sets forth the entire agreement between the Distributor and Artist/ Right Holder /Record Label with respect to the subject matters hereof. No Modification, amendment, waiver, termination or discharge of this contract or any other provision hereof shall be binding upon the Distributor and/or Distributor's Third-Party Assignees unless confirmed by written statement signed by an officer of the Distributor. No waiver of any provision of this contract or of any default hereunder shall affect the Distributor's rights thereafter to enforce such provisions or to exercise any right or remedy in the event of any other default or breach. The Distributor reserves the right to unilaterally modify, amend, add, or delete provisions to this contract upon giving written notice to Artist/ Right Holder /Record Label Artist/ Right Holder /Record Label will then have thirty (30) days to refuse to bound by the modification after which the provision will become a part of the agreement between Distributor and Artist/ Right Holder /Record Label without any further action required by either party.

14. Governing Law. This Agreement shall be governed and construed in accordance with the laws of India. Subject to the provisions of this clause, the Courts having the jurisdiction for the purpose of this Agreement shall exclusively be courts of Delhi, India.

15. Assignment. Artist/ Right Holder /Record Label shall not be entitled to assign this Agreement whether in whole or in part, and any of its rights or obligations under this Agreement to any third person, except with the prior written consent of Distributor. Distributor shall be entitled to license, sub-license, transfer and/or assign the whole or any part of this Agreement to any person.

IN WITNESS WHEREOF the Parties hereto have hereunto set their respective signatures on the day and year first hereinabove written.

Name and confirmed)
By the within named "Artist/ RH /Record Label")

Name and Confirmed

) **M/s. DMT Records Pvt Ltd**

By the within named "Distributor"

) **Mr. Vibhor Goel**

ANNEXURE – A

(CONTENT)

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