

# CONTENT LICENSING AND DISTRIBUTION AGREEMENT

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## Client Details

<b>Full Name:</b>	User Full Legal Name
<b>Legal Address:</b>	User Address As Mentioned On Government ID
<b>Email ID:</b>	yourmail@hardangroup.com
<b>Aadhaar Number:</b>	923456789012
<b>PAN Number:</b>	XXXPR0074L
<b>Label Name:</b>	User Label Name
<b>Agreement Effective Date:</b>	2025-08-11
<b>Agreement Expiry Date:</b>	<b>August 11, 2030</b>
<b>IP Address:</b>	your IP ADDRESS

This Content Licensing and Distribution Agreement ("Agreement") is entered into by and between **HarDan International Private Limited Trending as ( HarDan Music Group )**, a company incorporated under the Companies Act, 2023, having its registered office at C/O RINKU PANDEY, NEW COLONY, KHAGAUL, PHULWARI, ANISABAD, PATNA-800002, BIHAR, bearing CIN:

U47620BR2023PTC062628, PAN: AAGCH7414L, and GSTIN: 10AAGCH7414L1ZP (hereinafter referred to as "**HarDan Music Group**", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns), and Client, the undersigned individual or entity ("Client" or "you").

By accepting the terms and conditions of this Agreement, Client acknowledge and agree that Client are legally bound by the provisions set forth herein, effective as of the date of such acceptance ("Effective Date").

HarDan Music Group and Client shall be individually referred to as a "Party" and collectively as the "Parties", as the context may require.

## **WHEREAS**

### **A.**

HarDan Music Group is inter alia engaged in the business of distribution of audio and audio-visual content including digital music across platforms.

### **B.**

By agreeing to the terms and conditions stated in this Agreement, Client represent and warrant that Client is the owner/right holder of the complete Music Catalogue (as defined hereinafter) uploaded by him on the Digital Distribution System (as defined hereinafter) provided by HarDan Music Group and hereby grant rights to HarDan Music Group for distribution of the Music Catalogue on an exclusive basis through the Platforms (as defined hereinafter) during the Term (as defined hereinafter) in the Territory (as defined hereinafter), as more particularly stated hereinbelow.

**NOW THIS AGREEMENT WITNESSETH THAT, IN  
CONSIDERATION OF THE MUTUAL PROMISES  
CONTAINED HEREIN, AND OTHER CONSIDERATION  
THE SUFFICIENCY OF WHICH IS HEREBY  
ACKNOWLEDGED, THE PARTIES HEREBY AGREE AS  
FOLLOWS:**

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## 1. Definitions:

### **"Agreement"**

shall mean this Content Licensing And Distribution Agreement and any and all schedules, annexures and exhibits appended to it or incorporated by reference and shall include any amendments or addendums to this Agreement.

### **"Confidential Information"**

shall mean any and all information and data provided or disclosed by HarDan Music Group to Client, either in writing or other tangible form. Confidential Information includes, without limiting the generality of the foregoing, information of strategic, technical, operational, financial or business nature also information pertaining to trade secrets, copyrights, know-how, processes, databases, employee details, Platform details, content, images, reports, business statements, any development plans, forecasts, strategies, business plans, financial data, analyses, projections, intellectual property, contracts, proposals, documents, writings, materials, methods, operations, procedures, software, digital tool, financial statements and other business data.

### **"Digital Distribution System"**

means an online platform owned, developed and hosted by HarDan Music Group that allows users to upload their Sound Recordings, edit their releases, view monthly sales, download statements and use other tools that HarDan Music Group makes available at any time.

### **"Music Catalogue"**

shall mean all the existing and future Sound Recordings of songs produced and/or acquired by Client during the Term, in languages as available with Client, whether published or unpublished, in which copyright subsists, including derivatives or variations or portions or embodiments thereof, together with associated meta-data, art-work, inlay, images, promotional and ancillary material, which are owned and/or controlled by Client and provided to HarDan Music Group under this Agreement by uploading the same on the Digital Distribution System.

### **"Net Revenue"**

shall mean the total gross revenues actually received by HarDan Music Group from distribution, exhibition and exploitation of the Sound Recordings on the Platform, if any, less applicable taxes, levies and/or duties, platform charges, promotional and other charges.

**"Platform"**

shall mean and include the internet based website and applications where the Music Catalogue shall be made available for communication to the public through the Digital Distribution System.

**"Rights"**

shall mean as more particularly stated in Clause 2 of this Agreement.

**"Services"**

shall mean in relation to Client's use of website "www.hardanbackend.com or backend.hardanmusic.com" and the Digital Distribution System, including distribution of the Sound Recordings to the Platform throughout the Territory and/or any purchases of any additional services as are made available by HarDan Music Group on the website or the Digital Distribution System.

**"Sound Recordings"**

shall have the meaning as attributed to them under the Indian Copyright Act, 1957 including all amendments thereto.

**"Term"**

shall mean as more particularly stated in Clause 10.1 of this Agreement.

**"Territory"**

shall mean Worldwide.

## **2. GRANT OF RIGHTS**

### **2.1**

Client hereby grant to HarDan Music Group an exclusive, sub-licensable, royalty free, irrevocable, transferrable right and license in Client's Music Catalogue to use, distribute, broadcast, exhibit, exploit and communicate to the public the Music Catalogue exclusively through the Platform, for the Term and throughout the Territory, as per terms and conditions more particularly specified in this Agreement.

### **2.2**

Client hereby license, for the Term and Territory, the below-listed rights to HarDan Music Group, in and to Client's Music Catalogue, for exploitation and monetization on the Platforms through the

below-listed modes and mediums (without any limitation as to format or device or style or mechanics or process or method). HarDan Music Group shall have an exclusive license for utilisation of the Music Catalogue through the Platforms and Client agree that no other party/distributor/content aggregator shall have the rights to utilise and distribute the Music Catalogue through the Platforms:

<p><b>Mobile Telephony Rights</b></p>	<p>which shall mean and include the right to exploit the Music Catalogue over mobile based platforms and technologies including but not limited to (i) make the Music Catalogue available as part of mobile 'store' of full-tracks, including use by way of both streaming and downloads, whether bundled or subscription-based, and whether through apps; (ii) make the Music Catalogue available by way of Mobile streaming over Caller Ring Back Tone (CRBT), Interactive Voice Response (IVR) or Wireless Application Protocol (WAP);</p>
<p><b>Digital, Internet and OTT Rights</b></p>	<p>which shall mean and include the right to exploit the Music Catalogue over digital platforms, Over-the-top applications and platforms and devices using any form of internet based technologies including but not limited to (i) use of Music Catalogue as part of non-interactive services and platforms including those providing on-line web-casting/streaming and download services, whether through mobile apps, OTT platforms and/or digital stores; (ii) use of Music Catalogue as part of interactive services and platforms including those providing on-demand online web-casting/streaming and download services, whether through mobile apps, OTT platforms and /or digital stores; (iii) use of Music Catalogue as part of video-hosting sites and apps; (iv) exploit the Music Catalogue on an on demand basis (as commonly understood in the industry);</p>

<p><b>Right to sell, store, display, compile, use, play, reproduce, copy, issue copies, adapt, convert, deliver, create digital files, encode and transcribe, distribute, communicate to the public, exhibit, publicly perform, broadcast, synchronise, transmit and make available</b></p>	<p>the Music Catalogue including the Sound Recordings for distribution through the Platforms;</p>
<p><b>Formatting Rights</b></p>	<p>which shall mean and include the right to edit, mix, over-lap and convert the Music Catalogue for the above purposes. HarDan Music Group shall further have rights to carry out corrections in the metadata wherever required;</p>
<p><b>Right to bundle</b></p>	<p>the Platform(s) with any other platform or services;</p>
<p><b>Right to authorise</b></p>	<p>the Platforms to use, perform and make available Client's and the artists/bands and other contributors whose performances are incorporated in the Sound Recordings names, images, likeness, trademarks, service marks or trade names, together with, any other materials related to the Sound Recordings for any advertising, marketing and promotional purposes;</p>

**2.3**

HarDan Music Group and its sub-licensees/Platforms may at no additional cost, use any Sound Recording, logos, artwork, images etc. or excerpts thereof provided by Client and/or create marketing and promotional materials at its own costs, for advertising, promoting and marketing the Sound Recordings, services provided by HarDan Music Group and the Platform in any and all media now known or hereafter devised. For clarity, HarDan Music Group and/or the Platform may use audio clips of any such excerpts, for promotion and marketing purposes.

**2.4**

HarDan Music Group and/or its sub-licensees may market and promote the availability of the Music Catalogue on the Platforms, in any and all mode, media and formats in any manner whatsoever.

## **2.5**

It is agreed by the Parties that provision of Section 19(4) of the Copyright Act, 1957 read with Section 30A shall have no application to the terms of this Agreement.

# **3. RIGHT TO CHANGE THE TERMS OF THIS AGREEMENT**

## **3.1**

HarDan Music Group reserves the right to amend this Agreement at any time without notice. Any amendments made shall be effective from the date they are posted on the website namely "www.backend.hardanmusic.com, hardanbackend.com" and/or made available on the Digital Distribution System provided by HarDan Music Group. By access or continuing to use the website or Services after any such amendments Client agree to be bound by the amended terms and conditions.

# **4. DIGITAL DISTRIBUTION SYSTEM**

## **4.1**

HarDan Music Group shall provide Client with an online dashboard/Digital Distribution System detailing the use of Music Catalogue by the Platform including for the purpose of distributing the Sound Recordings using the said Digital Distribution System as a delivery platform or other means as notified to Client by HarDan Music Group from time to time.

## **4.2**

Client will be provided a login id and password to access our Services and track details of daily sales and streams of the Sound Recordings through certain Platforms (which provide data to HarDan Music Group). The said data is a guide only to sales and streaming and does not form any part of the final monthly accounting. All reports as are made available by the Platform(s) to HarDan Music Group from time to time during the Term of this Agreement, shall be made available on the Digital Distribution System as per HarDan Music Group internal policies and practises and HarDan Music Group shall at its sole discretion avoid sharing any data/reports containing sensitive personal and financial information. HarDan Music Group shall have a right to suspend Client's access to its Services at any times, as per its sole discretion.

### **4.3**

Notwithstanding what is stated in this Agreement, HarDan Music Group shall not be obligated to share any reports including with respect to revenues generated from the Platform with Client, Client's representatives and/or any third parties.

### **4.4**

HarDan Music Group shall have no obligation to account to Client for any sales or streaming of the Sound Recordings that are shown to not belong to Client or where necessary permissions Recording or Publishing agreements or licenses are not in place. HarDan Music Group may at any time require repayment of any sums paid to Client in respect of such sales or shall have the right to set off the same against any of Client's future share of Net Revenues.

### **4.5**

HarDan Music Group shall on best effort basis ensure that the access to the Services will be uninterrupted and that transmissions will be error free, but as with all technology HarDan Music Group does not guarantee the same. Further, the access to HarDan Music Group dashboard, may be suspended or restricted for repairs, maintenance or the introduction of new facilities or services.

### **4.6**

There are certain additional services available on the dashboard provided by HarDan Music Group, that are paid for services. In case Client opt for any of the said services including but not limited to services related to withdrawal of any Sound Recording, Client shall incur additional costs/expenses with respect to the same, as specified on the Digital Distribution System. Notwithstanding what is stated herein, in case of any failure by Client to pay for any such additional services, HarDan Music Group shall be entitled to withhold any payment owned to Client or set off the same against Client's share of Net Revenues.

### **4.7**

Client agree that:

- the Digital Distribution System, along with all tools contained therein, is the sole property of HarDan Music Group;
- all usernames and passwords shall remain confidential and Client shall not disclose the same to any other party;
- Client shall not attempt to change, modify, copy or interfere with the programming code or any other software/ tool provided to Client by HarDan Music Group;

- Client will not display/show the said Digital Distribution System and the Services provided therein to any competitor of HarDan Music Group.

## **5. OBLIGATIONS OF THE PARTIES**

### **5.1**

Client acknowledge and agree that HarDan Music Group is not liable or expected to entertain or respond to queries, complaints, correspondence, request for information, documentation, copies, etc. from any third party and no third party shall have any right to enforce any terms and conditions of this Agreement.

### **5.2**

HarDan Music Group and the Platform will be entitled, at its sole discretion and without liability, to discontinue, suspend, withdraw any portion of the Music Catalogue including the Sound Recordings to its customers/users due to reasons including but not limited to, objection on type of content and claims (actual or alleged) on ownership of intellectual property rights including copyrights by third parties and Client shall have no claim against HarDan Music Group and the Platforms (whether direct or indirect) for loss of publicity, business opportunity, revenues or profits in such an event.

### **5.3**

Client represent and warrant to immediately inform HarDan Music Group in case of any third party claims with respect to the Sound Recordings including but not limited to, infringement of third party intellectual property rights.

### **5.4**

Client shall provide HarDan Music Group with all necessary documents including link documents with respect to the Sound Recordings, within 24 hours of receipt of a request from HarDan Music Group.

### **5.5**

Client agree that HarDan Music Group and the Platforms shall not be obligated to exhibit and exploit the Music Catalogue through the Platforms and shall further have a right to take down/withdraw any Sound Recordings without notice or further consultation with Client and the same shall not be considered as a breach of this Agreement.

### **5.6**

The agreements between HarDan Music Group and the Platforms shall determine the terms on

which the Music Catalogue are sold or made available. Client acknowledge that the Platforms have the discretion to choose if and to what extent they exploit the Music Catalogue including the Sound Recordings and HarDan Music Group does not guarantee that the Music Catalogue, or any part, will be exploited by the Platforms.

#### **5.7**

If required by HarDan Music Group, Client will participate in HarDan Music Group and/or the Platforms marketing and promotional activities including providing any reasonable assistance and support. HarDan Music Group and the Platform may use the Music Catalogue for advertising, promoting and marketing purposes and as part of their efforts to make any announcements, press releases, and promotions or hold competitions that pertain to the Music Catalogue.

#### **5.8**

Client shall be solely responsible at Client's own cost for complying with all applicable laws and obtaining all necessary clearances and permits to be able to provide the Music Catalogue and grant the Rights to HarDan Music Group pursuant to this Agreement. Upon receipt of any complaints from the Platforms and/or HarDan Music Group, or upon receipt of any directions from any applicable governmental or statutory authority, Client will, within the applicable timelines agreed under Clause 5.9 below or as provided in any notification issued by any government or statutory authority, remove any such content from the Music Catalogue including Sound Recording that is so notified to be vulgar, obscene, pornographic, unlawful, misleading, defamatory, libellous, derogatory, threatening, harassing, abusive, violent, hateful or racially or ethnically objectionable, disparaging, relating to encouraging money laundering or gambling or which infringes any right of privacy of any individual. Client shall promptly notify HarDan Music Group in writing (emails permitted) of any changes in applicable legislations or regulatory requirements that Client become aware of and which may have an impact on Client's delivery of, or HarDan Music Group and the Platforms use of, the Music Catalogue. Client shall ensure and comply with applicable provisions of the Information Technology Act, 2000, and the rules framed there under.

#### **5.9**

Client shall be solely responsible for any customer/user complaints regarding the metadata of the Sound Recordings about which HarDan Music Group notifies Client and take necessary steps to amend the same within ten (10) days of receiving such complaints.

#### **5.10**

Notwithstanding anything to the contrary, Client shall be solely responsible for the administration and payments of all royalties payable in respect of the Sound Recordings, including without

limitation, to authors, owners and performers of any work or performance in the Sound Recordings or works included in the Sound Recordings or performance incorporated in the Sound Recordings, as the case may be.

### **5.11**

In the case of third-party failures including the Platform, HarDan Music Group shall use reasonable endeavours to assist Client, but shall not be held liable for any third party's failure including but not limited to the Platforms.

### **5.12**

HarDan Music Group shall not be held responsible for any delay or failure to comply with any of the obligations stated under this Agreement, if the delay or failure arises from any cause which is beyond its reasonable control.

### **5.13**

Client acknowledge that the Platforms have the sole discretion to choose if and to what extent they want to exhibit and exploit the Sound Recordings and HarDan Music Group does not guarantee that the Sound Recordings, or any part thereof, will be exploited by the Platforms.

## **6. DELIVERABLES**

### **6.1**

All Sound Recordings/songs incorporated in the Music Catalogue shall be directly uploaded by Client on the Digital Distribution System provided by HarDan Music Group in wav/flacc format or any other format as may be required by HarDan Music Group vide digital transfer within thirty (30) days of execution of this Agreement. Client warrant to provide Client's entire comprehensive collection of Sound Recordings to HarDan Music Group under this Agreement, and will update the library on the Digital Distribution System provided by HarDan Music Group with new/additional Sound Recordings within a maximum of three (3) days of availability of the Sound Recordings.

## **7. CONSIDERATION**

### **7.1**

HarDan Music Group agrees to make available to Client on the Digital Distribution System, the statement of account/revenue reports with respect to all revenues generated by HarDan Music Group from exploitation of the Rights granted herein, as and when HarDan Music Group receives

the said reports from the Platform(s).

## 7.2

In lieu of the Rights granted by Client pursuant to this Agreement and subject to Client compliance with the terms and conditions stated herein, HarDan Music Group shall share Net Revenues with Client in the following ratio:

**70% (Seventy Percent)** of the Net Revenue shall be paid by **HarDan Music Group** to **Client** and the remaining **30% (Thirty Percent)** of the Net Revenue shall be retained by **HarDan Music Group**, in its own right. **Note: The aforementioned revenue share is subject to variation based on the specific subscription plan selected by Client.**

## 7.3

Client's share of Net Revenue shall be displayed on the Digital Distribution System in USD, however HarDan Music Group shall make payments to Client in Indian National Rupees equivalent to USD, at the time of withdrawal. The said share of Net Revenue can be directly withdrawn by Client through the Digital Distribution System and transferred to Client's account, provided any such withdrawal shall only take place upon Client's total share of Net Revenue reaching a maximum of USD 100. Client shall be solely liable to pay bank charges, if any with respect to any such transaction.

## 7.4

For the avoidance of doubt, in no event is HarDan Music Group making any express or implied warranty or guarantee that the Net Revenues in the Territory shall reach any specific amount.

## 7.5

The above mentioned share of Net Revenue or any other payment made by HarDan Music Group shall be subject to applicable statutory deduction, viz. Tax Deduction at Source (TDS) as per the provisions of the Income Tax Act.

## 7.6

For the purpose of this Agreement, GST shall include the Central Goods and Services Tax ('CGST'), the State Goods and Services Tax ('SGST'), the Integrated Goods and Services Tax ('IGST') and/or Union Territory Goods & Services Tax ('UGST') as may be applicable. In due compliance of Client's obligations, the amount of GST charged on the invoices / debit note issued by the Client would be retained and paid to Client once Client have paid the required amount to the prescribed authorities, filed the prescribed returns within the prescribed timeline and the credit of

GST charged on Invoice / debit is reflected on the GSTN portal under the appropriate registration of HarDan Music Group.

#### **7.7**

In the event payment of GST is being made to Client post available of credit to HarDan Music Group and subsequently any credit of GST is not granted or denied to HarDan Music Group under its appropriate GST registration under the applicable Laws for non-compliance / errors by Client then HarDan Music Group has the right to set off such shortfall against any subsequent payments to Client or recover the amount of GST charged to it from Client along with the interest, penalty and/or any other cost. Client shall be required to maintain all requisite records, registers, account book, etc., which are obligatory under GST Act and under any other law in connection with the supplies being rendered to HarDan Music Group.

#### **7.8**

The clauses with respect to GST are applicable as and when Client register for the same.

#### **7.9**

Client acknowledge and agree that, HarDan Music Group shall have the right to suspend Client's payments towards revenue share and income for a reasonable period (up to a maximum of 36 months and up to an amount commensurate with any losses, damages or costs which may be incurred by reason of any breach of these terms and conditions) if at any time Client are in breach of any clause of this Agreement.

## **8. REPRESENTATION AND WARRANTIES**

### **8.1**

Client hereby undertake, represent and warrant to HarDan Music Group that:

- Client have all requisite power and authority to execute, deliver and perform Client's obligations under this Agreement and have been fully authorized by all requisite corporate actions to do so;
- the execution and performance of this Agreement, grant of rights herein does not and will not violate any provision of any existing agreement, law, regulation or order, intellectual property or related rights of any third party or HarDan Music Group or give rise to any claim in respect thereof;

- Client are the sole, exclusive, unencumbered and absolute copyright holder of the Music Catalogue for the Term and Territory and owner of all rights, title and interest comprised in the Music Catalogue including the Sound Recordings and Client have full authority and right to grant the license to HarDan Music Group under this Agreement;
- the Sound Recordings and other associated materials provided by Client are original and do not infringe the intellectual property rights including copyright of any third party;
- Client shall be responsible for procuring all the necessary Intellectual Property Rights, licenses in the Sound Recordings and its underlying works and for any and all royalty payments to third party for the Sound Recordings and Client shall promptly provide necessary documents proving the legality if necessary and if required by HarDan Music Group. Client agree to indemnify and hold harmless HarDan Music Group, the Platform and its customers/users from and against any claims/legal issues that may arise pertaining to the Intellectual Property Rights or royalty payments with respect to the Sound Recordings provided by Client;
- there is no claim, right, adverse interest or encumbrance of any kind whatsoever on the Music Catalogue presently and further Client shall not encumber the Music Catalogue for any purpose whatsoever during the Term of this Agreement;
- HarDan Music Group's use and exploitation of the Music Catalogue does not infringe the copyright or any other intellectual property rights of any third party, or defame any person or entity, or violate any law, including but not limited to trademark, privacy laws, right of publicity or breach terms of any other agreement or license. Client shall be responsible for all copyright/title ownership and shall ensure that all rights regarding the Music Catalogue provided to HarDan Music Group are unencumbered and free of lien. No third party has or may have, any right to claim any amount in respect of the Music Catalogue or any part thereof from HarDan Music Group;
- if any dispute arises related to the Music Catalogue, then it shall be Client's sole responsibility to solve and/or settle such matters with respective third parties and keep HarDan Music Group and the Platform indemnified from and against, any and all claims arising with respect to the Music Catalogue as well as intellectual property, title and ownership related disputes from time to time;
- Client shall not engage in any activity to artificially manipulate the number of streams with respect to the Sound Recordings (such as through excessive looping or repeated plays);
- Client shall not publish or use any advertising, sales promotion or publicity material relating to HarDan Music Group and/or the Platforms, without the prior written approval of HarDan Music Group;

- Client shall comply with all the rules, regulations, statutes, notifications, orders and directions issued by any government, quasi-government authorities and any other concerned authorities in the Territory. HarDan Music Group shall not be liable/ responsible for any breach and/or violation thereof or otherwise; it shall be Client's sole liability/ responsibility;
- there are no and there shall not be any, pending or threatened claims, proceedings, disputes, litigations, or restrictions of any kind in respect of the Music Catalogue or any parts thereof including the Sound Recordings, or any Intellectual Property used in any of the Music Catalogue, which might conflict or interfere with, limit, derogate from, be inconsistent with, or otherwise affect any of the provisions of this Agreement, any of the representations made by Client, or the exploitation of any of the Rights in the Music Catalogue granted to HarDan Music Group hereunder;
- the Music Catalogue shall not be unlawful, obscene, defamatory, libellous, threatening, pornographic, harassing hateful racially or ethnically offensive, or encourages any conduct that would be considered a criminal offence, give rise to civil liability, violate any law, or is otherwise inappropriate;
- HarDan Music Group shall have rights to edit/modify/alter the Music Catalogue in order to make it suitable to be published on the Platform;
- each of the Sound Recordings, and all underlying materials relating to the Music Catalogue, is and shall be free and clear of any encumbrances, interest, charge or claim in favour of any third person including any claim by any union or guild, and HarDan Music Group and the Platforms shall be able to exploit the Rights in the Music Catalogue during the Term in the Territory without any hindrance whatsoever;
- Client shall be solely responsible for the legality, reliability, integrity, accuracy and quality of all data, including metadata and any publishing and performer metadata provided to HarDan Music Group;
- the Music Catalogue including the Sound Recordings shall not contain any viruses or other programming routines that would detrimentally interfere with the computer systems or data;
- Client shall execute, any documents that HarDan Music Group may require to fully enforce and exploit the Rights granted under this Agreement with respect to the Music Catalogue.

## **9. INTELLECTUAL PROPERTY RIGHTS**

### **9.1**

As agreed between us, HarDan Music Group has been granted the license to exploit the Music Catalogue exclusively through the Platforms, as per the terms and conditions stated in this

Agreement and all right, title, interest and benefit in the Intellectual Property Rights (IPR) in and to the Music Catalogue, including but not limited to the trademarks, trade names, logos or the titles, shall continue to vest with Client and/or Client's assignees, as the case may be.

## **10. TERM & TERMINATION**

### **10.1 Term:**

The Agreement shall be valid for a period of **(Five) 5 years** commencing from the Effective Date ("Initial Term") With a lock-in period of (Three) 3 years, which means the content cannot be removed or taken down during this period. and shall be automatically renewed for additional successive periods of (one) 1 year each ("Extended Term"), unless terminated earlier as per terms stated herein. The Initial Term and the Extended Term shall be hereinafter collectively referred to as the "Term".

### **10.2 Termination**

This Agreement may be immediately terminated by HarDan Music Group by giving a written notice:-

- In the event Client breach any of the provisions of this Agreement including the representation, warranties, terms and conditions, HarDan Music Group shall send Client a notice setting forth the breach. If Client fail to cure the said breach within fifteen (15) days of receipt of the notice from HarDan Music Group, then HarDan Music Group shall have the right to terminate this Agreement without any further obligations and further reserve the right to seek appropriate damages against Client.
- If Client fail to cooperate and takedown any Sound Recordings distributed by any third party on the Platforms within a maximum of 24 hours from receipt of an intimation from HarDan Music Group;
- In the event of insolvency; or if Client enter into an arrangement or composition with Client's creditor(s); or if a receiver is appointed for Client's property; or if a resolution is passed to wind-up Client's business;
- If the situation of Force Majeure lasts for a continuous period of more than sixty (60) days.

### **10.3**

HarDan Music Group may at any time terminate this Agreement for convenience, by providing Client a prior written notice of thirty (30) days.

## **10.4**

Client may terminate this Agreement for convenience, at any time by giving a prior written notice of ninety (90) days to HarDan Music Group. The notice with respect to any such termination shall be sent by Client vide an email to support@stdigital.in.

## **10.5 Consequences of Termination**

- Upon termination of this Agreement as per terms stated in Clause 10.2.1 (iv) Clause 10.2.2 and 10.2.3, Client shall be entitled to retain Client's share of Net Revenue received till the date of any such termination.
- Upon termination of this Agreement by HarDan Music Group as per terms stated in Clause 10.2.1 (i), (ii) and (iii), Client shall promptly refund to HarDan Music Group two times of the share of Net Revenue received by Client from HarDan Music Group, till the date of any such termination. In case of any delay in making payments, HarDan Music Group shall be entitled to charge interest to be calculated at the rate of 18% per annum.
- Upon the expiry or earlier termination of this Agreement, Client shall return or destroy the materials provided by HarDan Music Group within a maximum of ten (10) days from the date of termination/expiry, as it may be directed by HarDan Music Group and deliver to HarDan Music Group forthwith a statutory declaration/certificate of destruction and/or return of the materials in relation to the Confidential Information.
- As agreed between the Parties, on termination or expiry of this Agreement, HarDan Music Group shall instruct the Platforms (where applicable) to remove the Music Catalogue including the Sound Recordings from their Platform and cease all exploitation, use and distribution of the same, but HarDan Music Group shall not be held liable and responsible for any further exploitation by the Platforms.
- If for any reason HarDan Music Group is obliged to issue a takedown notice to any Platform, Client agree and confirm that HarDan Music Group shall not be responsible, once that notice is issued, for any delay in the process of takedown by any Platform, since that is outside the control of HarDan Music Group.

# **11. INDEMNITY**

## **11.1**

Client shall at all times indemnify, defend and hold harmless HarDan Music Group and its sub-licensees/Platforms, together with their partners, directors, other members, representatives, agents, employees and officers ("Indemnified Party"), from and against, any and all demands, claims,

losses, damages, liabilities, costs, charges, expenses and suits, including but not limited to, those arising as a result of any exercise of rights by HarDan Music Group or its sub-licensees/Platforms, in pursuance to this Agreement or breach by Client of any representation, warranty, obligations, terms and conditions of this Agreement. Further, Client hereby agree to withdraw at Client's own costs and expenses any and all complaints, petitions, suits, notices, claims and cases initiated against HarDan Music Group and/or its sub-licensees/Platforms due to use, distribution and exploitation of the Music Catalogue while HarDan Music Group shall also be entitled to directly participate in such proceedings, if it so desires. Client shall and will do and/or cause to execute and make all such acts, deeds, powers of attorney, license and assurances, in writing or otherwise, for further perfecting the title of HarDan Music Group to the rights granted under this Agreement for the better exploitation, monetization and enforcement of the Music Catalogue, as HarDan Music Group may from time to time reasonably require.

## **12. LIMITATION OF LIABILITY**

### **12.1**

Notwithstanding what is stated in this Agreement, under any circumstances, HarDan Music Group shall not be liable to Client for any special, consequential, indirect, incidental or punitive damages of any kind or character, including but not limited, to loss of profits or revenues, loss of product, loss of use, cost of capital and the like, arising out of or related to any performance under this Agreement. The maximum cumulative liability of HarDan Music Group under this Agreement shall be limited to fifty percent of the share of Net Revenue paid by HarDan Music Group to Client under this Agreement.

## **13. CONFIDENTIALITY AND NON-DISCLOSURE**

### **13.1**

During the Term of this Agreement and thereafter, Client agree that, (i) Client shall keep secure and treat all Confidential Information provided by HarDan Music Group strictly confidential, and shall not disclose any Confidential Information to any third person, other than to Client's employees strictly on "need to know" basis, provided that such employee is bound by confidentiality obligations that are as restrictive as the terms contained herein, (ii) Client shall not reproduce, publish, reverse engineer, decompile, or disassemble any Confidential Information in any form and manner; (iii) Client shall protect the Confidential Information of HarDan Music Group from misappropriation and unauthorized use or disclosure; and (iii) Client shall promptly notify HarDan

Music Group of any actual or threatened breach of the terms stated herein. However, Client may disclose Confidential Information in accordance with a judicial or other governmental order provided that Client shall provide HarDan Music Group reasonable written notice prior to such disclosure to enable HarDan Music Group to seek a protective order or other appropriate remedy against such disclosure. Client agree to take all reasonable measures to maintain confidentiality of all Confidential Information that comes in Client's possession or control as a result of the arrangement contemplated under this Agreement, which in no event shall be less than the measures Client use to maintain the confidentiality of Client's own information of similar importance.

## **14. MISCELLANEOUS**

### **14.1 Force Majeure**

Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other, by reason of any delay in performance or non-performance of any of its obligations under this Agreement to the extent that such delay or non-performance is due to a cause beyond its reasonable control (e.g. strikes, Acts of God, war, civil disturbance, requisitioning, governmental or parliamentary restrictions, fire or accident, floods, epidemic, pandemic, riots, etc)("Force Majeure"). The Party affected by any such Force Majeure event shall immediately notify the other Party about the occurrence of any such event and its inability to perform the obligations. As agreed between the Parties, if HarDan Music Group is prevented from exercising the Rights granted herein due to any Force Majeure event, the Term of this Agreement shall stand automatically extended for the co-extensive period when the Rights could not be exploited.

### **14.2 Entire Agreement**

The Parties agree that this Agreement supersedes all prior agreements, deeds, documents and understandings executed and subsisting between the Parties relating to the subject matter hereof, whether written or oral, pertaining to the subject matter of this Agreement.

### **14.3 Notice**

Any notice to be served by either Party to the other shall be in writing and shall be delivered vide email at the email id's provided by either Party on the Digital Distribution System.

### **14.4 Waiver**

No failure to exercise and no delay in exercising on the part of HarDan Music Group of any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or any

other right, power or privilege.

#### **14.5 Severability**

If any provision of this Agreement is deemed invalid or unenforceable in whole or in part, then such term, provision or covenant will be construed in a manner as to permit its enforceability under the applicable law to the fullest extent permitted by law. In any case, the remaining provisions of this Agreement or the application thereof to any person or circumstances, other than those to which they have been held invalid or unenforceable, will remain in full force and effect.

#### **14.6 Relationship between the Parties**

This Agreement is entered into between the Parties on a principal to principal basis and nothing in this Agreement shall constitute or be deemed to constitute a partnership or agency between any of the Parties hereto and none of them shall have any authority to bind the other in any way. Any act by a Party in contravention to this clause shall be considered as null and void.

#### **14.7 Enforcement of Rights**

Client recognize and agree that HarDan Music Group shall be entitled to independently enforce the Rights granted under this Agreement and take all steps as may be necessary for the purpose of protecting and safeguarding the Rights granted herein from infringement in any manner whatsoever, including the filing or defending of any litigation or proceeding before a Court or tribunal or police, giving undertakings, settling or withdrawing any actions instituted for this purpose either by or against HarDan Music Group and/or the Platform and generally to take all steps as HarDan Music Group may deem fit for the purpose of giving substantial and complete effect to these Rights, in its own capacity. Client recognize and grant to HarDan Music Group the sole right to send notices and to initiate or defend legal proceedings for infringement, copyright disputes, money recovery, etc. in its own name, without naming Client as a party to the litigation or proceedings, for infringements occurring during the Term of this Agreement.

#### **14.8 Cumulative Rights/Remedies**

Except as otherwise specified in this Agreement, all rights and remedies of HarDan Music Group under this Agreement are cumulative, and are in addition to rights and remedies available under law.

#### **14.9 Non-Exclusive**

As agreed between the Parties, nothing in this Agreement shall restrict HarDan Music Group for entering into similar agreements with any third party.

#### **14.10 Assignment**

The client may not assign or transfer any or all of the Client's rights and/or obligations under this Agreement to any other party. HarDan Music Group shall be entitled to sub-contract, assign or transfer any or all of its rights and/or obligations under this Agreement to any third party.

#### **14.11 Survival**

All provisions of this Agreement which by their very nature are intended to survive the expiry or early termination of this Agreement, including Representations and Warranties, Indemnity, Confidentiality and Governing Law & Jurisdiction, shall survive the expiry or early termination of this Agreement.

#### **14.12 Governing Law & Jurisdiction**

This Agreement shall be subject to the laws of India and the Parties mutually agree that any dispute or differences arising under this Agreement shall be subject to the exclusive jurisdiction of the courts in Patna.

FOR HARDAN MUSIC GROUP:



Authorized Signatory

Name: Harsh Raj

Designation: Ceo

Date: August 11, 2025

FOR CONTENT PROVIDER:

A handwritten signature in blue ink, consisting of a horizontal line followed by a vertical line that curves upwards and to the right, ending in a short horizontal stroke.

Name: User Full Legal Name

Date: August 11, 2025

IP Address: YOUR IP ADDRESS

Aadhar: 923456789012 | PAN: XXXPR0074L

This is a computer-generated agreement. No physical signature is required.

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