

DISTRIBUTION AGREEMENT

This DISTRIBUTION Road Number 23 House Number 5 jatrabari Dhaka

Dhaka At This

STUDIO HURAIRA DISTRIBUTION Road Number 23 House Number 5 jatrabari Dhaka (hereinafter referred to as the "LICENSEE" which expression shall include his heirs, executors, administrators, representatives and assigns) of the ONE PART.

AND

(hereinafter referred to as the "LICENSOR" which expression shall include his heirs, executors, administrators, representatives and assigns) of the OTHER PART.

WHERE AS the LICENSEE herein will provide services to the LICENSOR for Audio Digital Distribution, Caller Tune and YouTube Content Id and Publishing Administration.

AND WHEREAS the LICENSOR is proposing to use the said services to distribute and promote audio content of their own.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-

1. License

STUDIO HURAIRA DISTRIBUTION should have Worldwide Rights for the Digital Distribution/Streaming to the Public of all Works (the Sound Recordings, the underlying musical works, literary works incorporated in the Sound Recording, shall collectively mean as Works) contained in the Repertoire for existing and new stores without consent

Further on, as and when the Licensor delivers further contents to the Licensee, the same shall be captured by way of letter as out in Annexure B hereto, which shall be signed by parties. Such additional contents too shall then be deemed to be part of the contents assigned herein and by virtue of that the said contents have been assigned by the Licensor to the Licensee during the herein below stated License Term

2. "Licensed Platforms" :

The Licensed Platforms shall be Worldwide Digital Stores and Mobile operators including Bangladesh

3. Perpetual License Terms : years

Grant of License :-

1) The Licensor hereby grants to the Licensee a perpetual, exclusive, worldwide license to use, reproduce, distribute, publicly perform and display the licensed Song on all digital platforms, including but not limited to You Tube, Face book, Instagram, Tik Tok, Spotify, Apple Music and any other online platforms or streaming services (collectively, "Digital Platforms".)

- 2) The Licensee may use the Licensed Song in the following ways :
 - A. Synchronization with videos, podcasts, and other audiovisual content.
 - B. Distribution on streaming and social media platforms.
 - C. Monetization of content using the Licensed Song, including Ads and sponsored posts.

4. Licensed Territory :- Whole World/Universe.

5. Commercial Terms For Payment of Revenue (Overflow) :

Licensor shall be entitled to License fees I Royalty @ 80% of net revenues that STUDIO HURAIRA DISTRIBUTION shall receive from the Licensed Platforms/Aggregators for the Content/Song licensed herein for exploitation during the License term.

6. Disclaimer :

"Licensor" will provide full indemnification against any copyright infringement claims made by any 3 party for the Song/Repertoire provided by the Licensor to STUDIO HURAIRA DISTRIBUTION either directly or through any of its authorized distribution/aggregation partners. "Licensor", being the Owner of the herein licensed contents, further clarifies that neither the Licensor nor the Singers, Music Composers, Lyricists nor any other artistes, if any, involved in the creation of the herein licensed content have created any charge, lien, mortgage or any other encumbrances on the rights assigned herein in respect of the said song (as per the song agreement of each song) and the said Work in favour of any artists, singers, musicians, music directors, performers, writers, lyric writers or any other person(s) or parties and there are no pending, threatened or imminent claims, actions or proceedings by any artists, singers, musicians, music directors, performers, writers, lyric writers or any other person(s) or parties in respect of the herein assigned rights, for performance royalties or otherwise, and there are no imminent or threatened proceedings affecting the copyright of the said work or the titles/Song thereof or otherwise and shall there be any claims arising from the exploitation of the herein licensed rights, the Licensor/"Owner" shall assume its responsibility with no losses whatsoever to "STUDIO HURAIRA DISTRIBUTION" in any manner, which the Licensor, confirms and acknowledges with signature herein below.

7. Governing Law and Jurisdiction

This Term Sheet shall, in all respects, be governed by and construed in all respects in accordance with the laws of Bangladesh . The Parties agree to exclusively submit all their disputes to the jurisdiction of the Court in Bangladesh.

8. Compliances

Both the parties have all the requisite rights, licenses, permission as applicable, to enter into the Term Sheet

9. Content Removal and Transfer Fees

1) The Licensor agrees that the Licensed Song shall not be taken down from any digital platform during the specified term of this Agreement, except under the conditions outlined below.

2) If the Licensee requests the removal of the Licensed Song from any platform during the tem of this Agreement, the Licensee shall pay the Licensor a fee of "Fifty-Six Euros (E56)" per song for removal.

3) If the Licensee wishes to transfer the Licensed Song to another distribution service, a transfer fee of "Twenty-Nine Euros (E29)" per song shall be payable to the Licensor.

4) All fees specified in this section must be paid within "30 days" of receiving an invoice from the Licensor.

10. Reporting & Payment :-

All reports will be available backstage, after receiving them from Stores. You will get paid 4 times in a year. The minimum withdrawal limit is 100 Euro.

1st Payment = 25th February

2nd Payment = 25 May

3rd Payment = 25th August

4th Payment = 25th November.

11. Copyright Infringement Penalty :

1) If, within a period of six months, the Licensee's account receives "Three Copyright strikes" due to copyright infringement on any digital platform, the Licensee shall be liable to pay a fine of "One hundred Euros (E100)" for each copyright strike incurred..

2) The Licensee shall pay the fines within 30 days" of receiving written notification from the Licensor regarding the infringement and associated penalties..

12. Amendments to the Aqreement :

1) Any changes to this Agreement shall be made at the sole discretion of the Licensor.

2) The Licensor shall notify the Licensee of any amendments in writing at least "Thirty (30) days" prior to the changes taking effect.

13. . If the licensee digitally agrees, collaborates (Song Distributor, royalty Collect etc) with the licensor, and signs from outside India, it signifies their acceptance of all present and future terms and conditions set by the licensor such a digital agreement and signature shall be legally valid and enforceable

IN WITNESS WHEREOF the parties hereto have got and sub scibed their respective signatures in good and sound health and mind on the Dhaka At

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