

This Digital Distribution Services Agreement (the “Agreement”) constitutes a binding legal agreement between Autodhun Digital OPC PVT.LTD. and its Affiliates (collectively “Autodhun Digital,” “we”, “us” or “our”) on the one part, and the individual(s) or entity being users of the Autodhun Digital Services pursuant to the applicable Autodhun Digital Free subscription plans as made available on the Autodhun Digital Platform, where such users are owners of and/or retain control of the nominated sound recording(s) (“Tracks”) or audio-visual recordings (“Videos”) as designated for inclusion in the service (“User”, “you” or “your”), on the other part, such services being provided as a benefit available to the Users on terms and conditions applicable to those respective user categories.

This Agreement applies to your use of the services more particularly described in Clause III of the Agreement (the “Digital Distribution Services”) and shall be effective as of the date you sign up to the Platform as a User.

The Autodhun Digital **Terms of Service, Privacy Policy, Content Policy, the Fraud & Infringement Policy** and any other terms & conditions applicable to the Autodhun Digital Platform, Site or Services (“collectively “the Autodhun Digital Terms”) are hereby incorporated into and made a part of this Agreement. This Agreement is also to be read in conjunction with the Terms of Service, an agreement provided by our digital distribution solutions service provider for our use and which is hereby incorporated in this Agreement. To the extent there is a conflict between this Agreement and the Autodhun Digital Terms, the terms of this Agreement shall prevail. Any capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Autodhun Digital Terms, as applicable.

This Agreement addresses certain additional rights and obligations associated with the Digital Distribution Services. Please review the provisions here for the technical, creative and editorial specifications for the Tracks, Videos and Content (“Autodhun Digital Content Policy”) which forms part of this Agreement and which provide important information regarding our requirements of you when submitting your Tracks, Videos and Content for inclusion in the service. These requirements are mandatory and your failure to follow the requirements of the Autodhun Digital Content Policy may result in your Tracks, Videos and/ or Content being rejected by us for inclusion in the Service. Any approval of the Tracks, Videos or Content by Autodhun Digital shall not absolve you from any liability or impose any liability on Autodhun Digital .

1. Purpose of Agreement

The purpose of this Agreement is to allow the Company to distribute the Artist’s **sound recordings, music compositions, and video content (“Content”)** to digital streaming platforms, online stores, and other distribution channels worldwide.

2. Digital Distribution Services

The Company will distribute the Artist’s Content to various **Digital Service Providers (DSPs)** including but not limited to:

- Spotify
- Apple Music / iTunes
- YouTube Music
- Amazon Music

- Gaana
- JioSaavn
- Instagram / Facebook
- Other global digital platforms.

The Company reserves the right to select and manage distribution channels.

3. Grant of Rights

The Artist grants the Company a **non-exclusive or exclusive (depending on your business model)** worldwide license to:

- Distribute
- Sell
- Stream
- Promote
- Monetize

the Artist's Content through digital platforms.

This license allows the Company to collect revenues from all digital services related to the Content.

4. Ownership of Content

The Artist confirms that:

- They **own all rights** to the Content submitted.
- The Content does **not infringe any copyright or intellectual property rights**.
- All samples, compositions, and recordings are legally cleared.

The Artist retains **full ownership** of their music.

5. Revenue Share

Revenue generated from digital platforms will be shared as follows:

Example structure (you can change it):

Artist Share: 85%

Company Share: 15%

Revenue will be calculated from **Net Receipts**, which means earnings received from digital platforms after:

- Taxes
- Payment processing fees
- Platform deductions.

6. Payment Terms

Payments will be processed once the Artist reaches the **minimum payout threshold**:

- ₹10,000 for Indian artists
- \$100 for international artists.

Payments will be transferred within **15–20 business days** after withdrawal request.

Artists are responsible for any bank or transfer charges.

7. Content Delivery Requirements

Artists must provide:

- High quality audio files (WAV format recommended)
- Artwork meeting digital platform specifications
- Accurate metadata (artist name, song title, credits, etc.)

The Company reserves the right to reject any content that does not meet platform standards.

8. Copyright & Fraud Policy

The Artist agrees not to engage in:

- Copyright infringement
- Fake artist profiles
- Streaming fraud
- Artificial stream manipulation
- Bot streaming or click fraud.

If such activity is detected, the Company may:

- Remove the Content
- Withhold earnings
- Suspend or terminate the Artist account.

9. Takedown Requests

The Artist may request a takedown of their Content by contacting the Company.

Takedown requests will normally be processed within **48-72 hours**, but some platforms may take longer to remove content.

10. Term and Termination

This Agreement remains valid while the Artist uses the Company's services.

Either party may terminate this Agreement with **60 days written notice**.

Upon termination:

- Distribution services will stop
- Existing content may remain active until removed from all platforms.

11. Limitation of Liability

The Company is **not responsible** for:

- Delays in payments from digital platforms
- Technical errors on streaming platforms
- Platform outages or service interruptions
- Revenue fluctuations based on listener activity.

12. Indemnification

The Artist agrees to indemnify and hold harmless the Company from any claims, damages, or legal disputes arising from:

- Copyright infringement
- Unauthorized content
- Misrepresentation of rights ownership.

13. Governing Law

This Agreement shall be governed by the **laws of India**.

Any disputes arising from this Agreement will be resolved through **arbitration or courts located in [Supaul Bihar , India]**.

14. Independent Relationship

This Agreement does not create any partnership, employment, or joint venture relationship between the Artist and the Company.

Both parties operate as **independent contractors**.

15. Entire Agreement

This Agreement represents the entire agreement between the Company and the Artist and supersedes all previous agreements or discussions.