Label / Admin Lifetime Plan

INR 4,500 one-time | 1 label | Lifetime | 95% of Net Revenue

RMX INDIA

Proprietor: Javed Akhtar

AUDIO DISTRIBUTION AGREEMENT

Digital Audio Distribution

[Distributor city, state, country and postal code]

Agreement Ref. SAMPLE-ADMIN

This Agreement is made at Alwar on [Agreement date], between the parties named below (each a “Party” and together the “Parties”).

Party 1 — Distributor

RMX INDIA, a proprietorship firm dealing in digital audio distribution, acting through its Proprietor **Javed Akhtar**, having its principal place of business at **[Distributor business address]** (called “**RMX India**” or the “**Distributor**”).

Party 2 — Label / Creator

[Rep Name], for and on behalf of [Company], a Label that owns or controls sound recordings, with its address at [Address] (called the “**Label/Creator**” or the “**Licensor**”).

Purpose: The Licensor is appointing RMX India to distribute its audio catalogue to digital service providers, on the terms set out here.

Recitals

1. RMX India carries on the business of placing audio recordings with digital service providers and collecting royalties from those outlets.
2. The Licensor owns or controls a catalogue of sound recordings and wishes to place that catalogue with RMX India for digital distribution.
3. The Parties have agreed to record their understanding in writing on the following terms.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

ARTICLE 1 — DEFINITIONS

1.1 In this Agreement, unless the context otherwise requires:

(a) "Agreement" means this document together with its Schedules and any written amendment signed by both Parties.

(b) "Audio Content" means the sound recordings, musical works and other audio material supplied by the Licensor, including metadata, artwork, credits and identifiers (such as ISRC and UPC/EAN).

(c) "Digital Service Providers" or "DSPs" means streaming services, download stores, apps, social audio platforms, internet radio, IPTV and other digital storefronts to which Audio Content may be delivered.

(d) "Content" means the Audio Content supplied under this Agreement.

(e) "Distribution Methods" means streaming, downloads, apps, social audio, internet radio, IPTV and any other digital outlet agreed in writing.

(f) "Metadata" means titles, credits, artwork, identifiers, ownership particulars and other descriptive data needed for delivery and reporting.

(g) "Net Revenue" means sums actually received by RMX India from exploitation of the Audio Content through Distribution Methods, after platform fees, taxes, chargebacks and other third-party deductions.

(h) "Territory" means the world.

ARTICLE 2 — APPOINTMENT

2.1 The Licensor hereby appoints RMX India as its distributor for the Audio Content for the Term and Territory, on the terms of this Agreement.

2.2 RMX India shall deliver and commercially exploit the Audio Content through the authorised Distribution Methods.

2.3 RMX India shall also handle release delivery, metadata updates, takedowns and ordinary catalogue administration on the platforms it supports.

2.4 Unless the Parties agree otherwise in writing, these services apply to the Audio Content which the Licensor delivers during the Term.

ARTICLE 3 — GRANT OF RIGHTS

3.1 The Licensor grants RMX India an exclusive licence (subject only to the Revenue Share payable to the Licensor) to reproduce, communicate to the public, stream, make available, market and promote the Audio Content through the Distribution Methods.

3.2 The Licensor further authorises RMX India to deliver the Audio Content to DSPs, update metadata, process takedowns and administer the catalogue on supported platforms.

3.3 The licence includes such encoding, hosting, caching and metadata work as is reasonably required for audio distribution.

3.4 RMX India may pass distribution work to DSPs, aggregators and other partners to the extent needed to perform this Agreement.

3.5 The rights granted continue for the Term and throughout the Territory, unless earlier terminated under Article 12.

ARTICLE 4 — AUDIO DISTRIBUTION

4.1 The Licensor shall supply Audio Content in the agreed formats, with complete and accurate metadata, credits, artwork and ownership particulars.

4.2 RMX India shall manage release dates, platform delivery and takedowns in line with the Licensor’s written instructions.

4.3 The Licensor warrants that the Audio Content is original or fully cleared and that it does not breach any law or platform rule.

4.4 RMX India may monetise the Audio Content through authorised outlets and shall account for Net Revenue under Schedule 2.

ARTICLE 5 — CATALOGUE AND PLATFORM WORK

5.1 RMX India shall deliver the Audio Content to authorised DSPs, including ordinary storefront set-up, release scheduling and catalogue updates.

5.2 The Licensor shall supply, or authorise assignment of, ISRC, UPC/EAN and other identifiers needed for delivery and royalty reporting.

5.3 The Licensor shall give prompt assistance on takedown, replacement and metadata-correction requests raised by RMX India or required by a platform.

5.4 Net Revenue from Distribution Methods forms part of the royalty account under Schedule 2.

ARTICLE 6 — OBLIGATIONS OF RMX INDIA

6.1 RMX India shall use reasonable commercial efforts to distribute the Audio Content through the authorised Distribution Methods.

6.2 Within thirty (30) days after each calendar quarter, RMX India shall send the Licensor a statement of Net Revenue and the Revenue Share then due.

6.3 RMX India shall keep workable systems for delivery, reporting and catalogue administration.

6.4 Notices of infringement or ownership disputes relating to the Content shall be passed to the Licensor within a reasonable time.

ARTICLE 7 — OBLIGATIONS OF THE LICENSOR

7.1 The Licensor shall keep metadata, ownership papers and delivery materials complete and up to date so that distribution can proceed without delay.

7.2 The Licensor confirms that it owns or holds full licences for the Content and that no conflicting exclusive grant is already in force.

7.3 Any society, publisher, label or other third-party interest affecting the Content must be disclosed before delivery.

7.4 The Licensor shall cooperate on ownership checks and any legal enquiry touching ownership or use of the Content.

7.5 During the Term, the Licensor shall not appoint another party to distribute the same Audio Content without prior written consent of RMX India.

ARTICLE 8 — REVENUE SHARE

8.1 RMX India shall pay the Licensor the percentage of Net Revenue set out in Schedule 2, arising from audio distribution.

8.2 Payment shall be made within thirty (30) days of receipt of the relevant Net Revenue, subject to any minimum payout threshold and to banking details then on record.

8.3 Tax required by law may be deducted; supporting certificates or challans shall be given to the Licensor on request.

ARTICLE 9 — INTELLECTUAL PROPERTY

9.1 Copyright and related rights in the Content remain with the Licensor, subject only to the licences granted in this Agreement.

9.2 RMX India acquires no interest beyond what is needed to perform audio distribution.

9.3 The Licensor permits RMX India to use its name, logo and promotional assets solely for that purpose.

ARTICLE 10 — WARRANTIES

10.1 Each Party warrants that it has power and authority to enter into and perform this Agreement.

10.2 The Licensor warrants that it controls the Content (or holds valid licences) and that exploitation by RMX India under this Agreement will not infringe third-party rights.

10.3 RMX India warrants that it will perform the services in a professional manner consistent with ordinary industry practice.

ARTICLE 11 — INDEMNITY

11.1 The Licensor shall keep RMX India indemnified against claims arising from a breach of the ownership warranties, from unauthorised content, or from failure to disclose third-party rights.

11.2 RMX India shall keep the Licensor indemnified against claims arising from use of the Content outside the scope of this Agreement, subject to applicable law.

ARTICLE 12 — TERM AND TERMINATION

12.1 This Agreement runs for a lifetime term from [Agreement date], unless earlier terminated under this Article. The plan fee is INR 4,500 one-time for 1 label, with no annual renewal fee.

12.2 Either Party may terminate if the other commits a material breach and fails to cure it within fifteen (15) days of written notice.

12.3 On termination, audio distribution shall be wound down within thirty (30) days, subject to platform processing times and a final account.

ARTICLE 13 — DISPUTE RESOLUTION

13.1 Any dispute arising out of or in connection with this Agreement shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The seat shall be Alwar, Rajasthan. The language shall be English.

13.2 The award of the arbitrator shall be final and binding on both Parties.

ARTICLE 14 — GENERAL

14.1 Confidentiality. The terms of this Agreement shall be kept confidential, except where disclosure is required by law or by a platform for compliance.

14.2 Status. Nothing in this Agreement creates a partnership, agency or joint venture. Each Party acts as an independent contractor.

14.3 Notices. Notices under this Agreement must be in writing and sent to the addresses and email IDs set out above (or such other details as a Party may notify).

14.4 Entire agreement. This Agreement is the whole understanding between the Parties on its subject matter and replaces all earlier discussions on that subject.

14.5 Governing law. This Agreement is governed by the laws of India. Subject to Article 13, the courts at Alwar shall have jurisdiction.

For RMX India

RMX INDIA

Proprietor: Javed Akhtar

[Distributor email]

[Distributor business address]

For Label / Creator

[Company]

Authorised Signatory:

[Signatory Name]

[Email]

[Address]

SCHEDULE 1 — CONTENT CATALOGUE

The Audio Content covered by this Agreement is that listed in release sheets, upload forms or other written confirmations accepted by RMX India from time to time.

SCHEDULE 2 — REVENUE SHARE

The Licensor shall receive 95% of Net Revenue arising from digital audio distribution through the authorised Distribution Methods.

SCHEDULE 3 — SERVICES

- **Audio distribution** — DSP delivery, release management, metadata and royalty collection.

IN WITNESS WHEREOF the Parties have signed this Agreement on the date first written above.