

Distribution Agreement and Terms of Service

For the purposes of this Agreement, **Dream Records Media Private Limited** (“Dream Records”) and the Client may hereinafter be referred to individually as a “Party” and collectively as the “Parties.” The terms “Client,” “Member Music Label,” and “Contractor” shall refer to the same legal entity, unless the context otherwise requires.

This Agreement governs the Client’s access to and use of Dream Records’ digital music distribution platform and related services, including but not limited to the distribution, monetization, protection, and management of sound recordings, musical works, audiovisual content, and related materials to selected digital service providers (“DSPs”), streaming platforms, social media platforms, and online music stores (collectively, the “Services”).

This Agreement further applies to all content protection tools, fingerprinting systems, user-generated content (UGC) monetization tools, analytics services, dashboards, and any other features or services provided by Dream Records in connection with the Services.

If the Client is entering into this Agreement on behalf of an artist, band, record label, company, or any other legal entity, the Client represents and warrants that it has full authority to bind such person(s) or entity(ies) to this Agreement. In such cases, the term “Client” shall refer to both the signing party and the represented entity, and Dream Records may rely upon such authority without further verification.

By executing this Agreement electronically or physically, creating an account, or otherwise using the Services, the Client acknowledges that it has read, understood, and agreed to be bound by the terms and conditions of this Agreement. This Agreement shall become effective on the date of acceptance (the “Effective Date”).

Ownership of Content

Dream Records does not claim any ownership or proprietary interest in the Client’s music or content. All rights, title, and interest in and to the content remain exclusively with the Client. Dream Records is granted only a limited, non-exclusive, non-transferable license to distribute, monetize, and manage the content strictly in accordance with the terms of this Agreement.

The Contractor represents, warrants, and agrees that it owns or controls 100% of all rights necessary to upload, distribute, monetize, publicly perform, publicly display, communicate, and otherwise exploit any sound recordings, musical compositions, lyrics, audiovisual works, artwork, images, or other materials submitted to the Dream Records platform.

This includes, without limitation, rights required for:

- (I) Digital downloads
- (II) Audio and video streaming
- (III) Social media monetization
- (IV) User-generated content identification
- (V) Any other electronic or digital exploitation necessary to provide the Services

1. Purpose of This Agreement

The Contractor agrees to provide and deliver the Content (as defined in the Definitions section) to Dreamrecords Media Pvt. Ltd. (“Dream Records”) solely for the purpose of digital distribution, monetization, and management across all approved platforms and territories.

During the Exclusive Distribution Period, the Contractor grants Dream Records the exclusive right to distribute, deliver, monetize, and make the Content available worldwide. This grant includes the Contractor’s entire existing back catalog as well as all new releases submitted during the term of this Agreement.

2. Content

The term “Content” includes all sound recordings, music videos, audiovisual works, and any ancillary materials owned or controlled by the Contractor during the term of this Agreement.

Content also includes any materials delivered, submitted, or uploaded by the Contractor to Dream Records through the Dream Records dashboard, API delivery, email, physical storage devices, or any other delivery method approved by Dream Records.

3. Territory

This Agreement grants Dream Records all rights, permissions, and authorizations necessary to distribute, deliver, monetize, and otherwise exploit the Content on a worldwide basis.

Dream Records may make the Content available in all countries and territories globally, through any digital platforms, services, stores, social media platforms, and partners operating within those regions, without geographical limitation.

4. Exclusive Distribution Period

This Agreement shall commence on the Effective Date and shall remain in force for an initial term of three (3) years, commencing from the date the Contractor delivers the first Recording to Dream Records in accordance with Dream Records’ delivery requirements.

Upon expiration of the initial term, this Agreement shall automatically renew for successive extended terms of two (2) years each, unless either party provides written notice of non-renewal at least three (3) months prior to the end of the then-current term.

During any renewal term, all provisions of this Agreement shall remain in full force and effect unless otherwise modified by mutual written agreement of both parties.

5. Financial Terms

For all audio-only digital music distribution through digital service providers such as Spotify, Apple Music, Amazon Music, JioSaavn, Gaana, Wynk, and similar platforms, Dream Records shall retain a 20% distribution fee, and the Contractor shall receive 80% of the Net Receipts.

By exception, for the exploitation of the Content through platforms primarily dedicated to music video or audiovisual streaming, including but not limited to YouTube, YouTube Music, Facebook, Instagram, and VEVO, the Contractor shall receive 80% of the Net Receipts, and Dream Records shall retain a 20% distribution fee.

Net Receipts shall be calculated after deducting:

- (I) Any applicable mechanical royalties or statutory royalty payments required by law or by digital service providers.
- (II) All applicable duties, levies, governmental charges, or platform fees.
- (III) Any withholding taxes or mandatory tax deductions imposed by any jurisdiction.

All earnings are exclusive of taxes. The Contractor is solely responsible for submitting accurate tax information and complying with all applicable tax obligations under the laws of their country of residence.

6. Exclusive Rights Granted to Dream Records

During the Exclusive Distribution Period, the Contractor hereby grants Dreamrecords Media Pvt. Ltd. (“Dream Records”) the exclusive, irrevocable, worldwide right to distribute, promote, exploit, monetize, and otherwise administer the Content across all digital formats and platforms, whether now known or developed in the future.

This grant of rights includes, without limitation, the following:

A. Digital Distribution & Monetization

The exclusive right to distribute, deliver, monetize, license, transmit, and make the Content available on all digital platforms, services, applications, and devices, either directly or through authorized third-party partners.

B. Technical Rights

The right to encode, transcode, convert, adapt, store, reproduce, transmit, synchronize, publicly perform, publicly display, modify, or otherwise process the Content as reasonably required for digital distribution, monetization, platform compliance, and technical exploitation.

C. Delivery to Partners

The right to deliver and supply the Content to all digital service providers (DSPs), chart-reporting organizations, metadata partners, technology providers, delivery platforms, aggregators, and any third parties necessary for worldwide distribution, analytics, reporting, monetization, and content management.

D. Sublicensing

The right to grant sublicenses to third-party distributors, DSPs, UGC platforms, monetization systems, and other commercial or technical partners as necessary to ensure efficient, global availability and monetization of the Content.

E. Artist Name, Image & Branding Usage

Dream Records may use the Artist's name, image, likeness, biography, artwork, logos, and branding materials (as provided by the Contractor), along with Dream Records' own branding, for promotional purposes including but not limited to DSP listings, editorial placements, marketing campaigns, press releases, advertisements, and social media promotion.

F. UGC Platform Rights

Dream Records shall have the exclusive right to manage, claim, monetize, block, whitelist, or otherwise control user-generated uploads of the Content across UGC platforms, including but not limited to YouTube, YouTube Music, Facebook, Instagram, TikTok, Snap, SoundCloud, and similar platforms, including through Content ID or comparable fingerprinting systems.

The Contractor may request the disabling of monetization, activation of blocking, or removal of the Content from specific UGC platforms at any time. Dream Records shall process such requests within a commercially reasonable timeframe, subject to platform policies and technical limitations.

7. Delivery Timeline & Commercial Release

The delivery timeline for each item of Content submitted through the Dream Records dashboard or any other approved delivery method shall be mutually agreed upon by the parties in good faith.

The Contractor agrees that the first items of new releases and/or back catalog Content must be delivered no later than one (1) month following the Effective Date of this Agreement.

The Contractor acknowledges that if any Content is delivered less than seven (7) days prior to the intended commercial release date, digital service providers may, at their sole discretion, delay, reschedule, or modify the release. Dream Records shall not be held liable for any such delays, changes, or platform decisions.

The commercial release date for each Recording or Music Video shall be determined by mutual agreement, provided that all required audio, video, artwork, metadata, and documentation are delivered on time and in compliance with Dream Records' technical specifications and platform

requirements.

Unless Dream Records notifies the Contractor of any technical, metadata, or compliance issues within fifteen (15) days of delivery, the Content shall be deemed technically compliant with Dream Records' and the applicable DSPs' standards.

Dream Records reserves the right to create, revise, correct, replace, optimize, or remove metadata as necessary to meet DSP requirements, content identification standards, chart eligibility rules, or delivery specifications. Dream Records may charge the Contractor reasonable costs incurred for significant corrections or manual interventions.

The Contractor agrees to deliver and commercially release a minimum of one (1) new item of Content per calendar month during the Exclusive Distribution Period, unless otherwise agreed in writing.

The Contractor further acknowledges that DSPs may, at their sole discretion, reject, suspend, delay, restrict, or permanently remove any Content, or impose special conditions relating to

availability, monetization, or visibility. Dream Records shall not be liable for any such decisions, actions, or omissions made by DSPs.

8. Mechanical Rights

If any digital service provider (DSP) requires mechanical rights licenses (as defined under applicable law) for the distribution of the Content in any specific territory, Dreamrecords Media Pvt. Ltd. ("Dream Records") shall use commercially reasonable efforts to manage such licenses on behalf of the Contractor, including obtaining and paying applicable mechanical royalties where required.

If, for any reason, the required mechanical rights licenses are unavailable, incomplete, or not properly cleared in any territory, and Dream Records has reasonable grounds or supporting documentation for such determination, Dream Records may, at its sole discretion, suspend or restrict the digital distribution of the affected Content in the relevant territory until the issue is resolved.

9. Payment Terms, Taxation & Compliance

9.1 Royalty Statements, Payments, and Taxes

Dream Records shall generate monthly royalty statements for the Contractor, which shall be made available through the Dream Records dashboard or any other designated reporting system.

Each royalty statement shall include:

- (I) Net Receipts per release.
- (II) Applicable deductions (including platform fees, mechanical royalties, taxes, and bank charges);
- (III) A cumulative or rolling balance.

Royalty statements for revenue earned in a particular month shall be published between the 1st and 10th day of the second following month. For example, revenue earned in January shall be reported between March 1 and March 10.

Payments shall be made on a quarterly basis. Contractors may request withdrawal of their payable balance only during the months of February, May, August, and November.

Payments shall be processed between the 15th and 20th day of the applicable payment month, provided that the Contractor's payable balance exceeds INR 5,000 or USD 50 (or equivalent). Balances below this threshold shall be carried forward to the next payment cycle.

Payments shall be made via bank transfer, UPI, or any other payment method approved by Dream Records. The Contractor shall be responsible for all recipient-side bank charges, intermediary fees, and currency conversion costs, except for charges levied directly by Dream Records' bank.

Any dispute relating to a royalty statement must be submitted in writing within 30 days from the date of publication. Failure to raise a dispute within this period shall render the statement final and binding.

All royalty amounts are exclusive of GST or other indirect taxes, unless expressly stated otherwise.

9.2. Tax Deduction, GST & Statutory Compliance (India)

Dream Records shall comply with all applicable tax laws of India, including but not limited to the Income Tax Act, 1961, CGST Act, 2017, and applicable withholding tax provisions.

Where required by law:

- (I) TDS (Tax Deducted at Source) may be deducted before processing payments.
- (II) GST may be charged or reverse-charged as applicable under Indian GST regulations.

The Contractor shall be solely responsible for:

- (I) Providing accurate and up-to-date tax details, including PAN, GSTIN (if registered), and bank information.
- (II) Filing GST returns (if applicable) and claiming input tax credit, where eligible.
- (III) Reporting and paying all personal or business income taxes in their country of residence.

Dream Records shall not be liable for any penalties, interest, or losses arising from incorrect, incomplete, or outdated tax information provided by the Contractor.

9.3. Self-Billing & Invoicing

The Contractor authorizes Dream Records to issue self-billed invoices on the Contractor's behalf, where permitted under applicable Indian tax laws and accounting standards.

Such invoices shall be clearly marked as "SELF-BILLING" and shall be deemed accepted unless the Contractor submits a written objection within 15 days of issuance.

The Contractor agrees not to issue duplicate or parallel invoices for the same earnings covered under self-billing arrangements.

Dream Records reserves the right to withhold or suspend payments until all required tax documents, declarations, and compliance requirements are fully satisfied.

9.4. Independent Contractor & Tax Responsibility

Both parties acknowledge that they are acting as independent contractors. Nothing in this Agreement shall be deemed to create an employer–employee relationship, partnership, joint venture, or agency.

Dream Records shall not deduct or pay any payroll-related taxes, including but not limited to provident fund (PF), employee state insurance (ESI), professional tax, or similar statutory contributions.

The Contractor shall be solely responsible for declaring and paying all applicable taxes on income received from Dream Records under the laws of India or the Contractor's country of residence.

10. Representations and Warranties

The Contractor represents and warrants that they have the full legal right, authority, and capacity to enter into this Agreement and to grant all rights specified herein to Dreamrecords Media Pvt. Ltd. ("Dream Records"), including all rights relating to the Content, the Artist's performances, and all associated materials.

The Contractor further represents and warrants that all Content, including any third-party materials incorporated therein, is either wholly owned by the Contractor or properly licensed, free

from any liens, encumbrances, claims, or disputes, and does not infringe upon the intellectual property rights, privacy rights, publicity rights, moral rights, or contractual rights of any third party.

The Contractor confirms that all required permissions, licenses, waivers, and written consents from artists, performers, producers, beat-makers, composers, lyricists, contributors, session musicians, copyright holders, and any other relevant stakeholders have been validly obtained. The Contractor shall be solely responsible for all payments, royalties, fees, and obligations owed to such parties.

The Contractor further warrants that the Content complies with all applicable laws, regulations, and industry standards, including but not limited to copyright laws, information technology laws, competition laws, and consumer protection regulations. The Contractor also guarantees that no Content has been submitted or distributed in violation of any digital service provider (DSP) policies, including but not limited to artificial or fake streaming, chart manipulation, misleading metadata, unauthorized distribution, or any other deceptive or fraudulent practices.

11. Claims, Remedies, and Indemnification

11.1. Claims and Contractor Responsibilities

If any third party makes or threatens any claim, demand, notice, or legal action (a “Claim”) against Dream Records relating to the Content, or if the Contractor materially breaches this Agreement, Dream Records shall notify the Contractor in writing within a reasonable timeframe.

The Contractor shall promptly and in good faith take all necessary steps to investigate, settle, contest, or defend such Claim at their own cost and expense, and shall provide all documentation, evidence, and reasonable cooperation requested by Dream Records.

Where there is an immediate legal risk, regulatory exposure, or potential commercial harm, Dream Records and/or its platform partners may take protective action without prior notice, including temporarily suspending, disabling, or removing the affected Content.

11.2. Content Removal, Fraud, and Account Actions

If Dream Records receives a valid copyright takedown notice or infringement complaint under applicable law (including the Information Technology Act, 2000, or equivalent international laws), the Contractor must provide valid ownership or licensing documentation within three (3) business days of notification.

If the Contractor fails to respond within the specified timeframe, or if the claim is determined to be valid, Dream Records may remove or disable access to the Content and may apply an administrative penalty of USD 15 (or INR equivalent) per affected release.

If Dream Records reasonably determines that fraudulent activity or misrepresentation has occurred, including but not limited to fake or manipulated streams, metadata fraud, artificial

audience growth, or unauthorized distribution, the affected Content shall be immediately removed from all platforms.

In such cases:

- (I) Related royalties may be withheld for up to six (6) months during investigation.
- (II) Royalties proven to be dishonestly generated shall not be payable to the Contractor and may be returned to DSPs.
- (III) The Contractor may permanently lose entitlement to such earnings.
- (IV) Dream Records reserves the right to initiate legal proceedings where necessary.

To dispute or recover withheld royalties, the Contractor must submit valid ownership and compliance documentation satisfactory to Dream Records.

If fraud, policy violation, or serious non-compliance is suspected, Dream Records may temporarily suspend the Contractor's dashboard access and shall notify the Contractor within three (3) business days. To restore access, the Contractor must provide valid identity proof, artist profile links, and supporting legitimacy documents within five (5) business days. Failure to comply may result in permanent account termination and forfeiture of unpaid royalties.

11.3. Indemnification and Remedies for Breach

The Contractor ("Indemnifying Party") agrees to indemnify, defend, and hold harmless Dream Records, its directors, officers, employees, affiliates, and agents ("Indemnified Parties") from and against any direct and documented losses, damages, liabilities, costs, or expenses (including reasonable legal fees) arising out of or relating to:

- (I) Any material breach of this Agreement by the Contractor;
- (II) Any false, misleading, or incomplete information provided by the Contractor;
- (III) Any third-party claim relating to Content ownership, rights, or intellectual property;
- (IV) Any external agreement, representation, or obligation made by the Contractor that conflicts with this Agreement.

If a material breach occurs, Dream Records shall issue written notice outlining the breach and the required corrective action. Where the breach is capable of being cured, a reasonable cure period may be provided based on the nature and severity of the breach. Upon successful cure, any withheld payments may be released.

If the breach is not cured within the applicable timeframe, Dream Records may, at its discretion and without prejudice to other rights:

- (I) Suspend or withhold future payments.
- (II) Suspend performance of services.
- (III) Require reimbursement for any DSP clawbacks or royalty reversals.
- (IV) Demand repayment of advances or outstanding balances.
- (V) Terminate this Agreement by written notice.

These remedies may be exercised individually or cumulatively. Dream Records may also seek compensation for actual losses incurred.

Where amounts are payable to the Contractor but Dream Records has a valid indemnity claim, Dream Records may set off such amounts against future payments. If the set-off is insufficient, the Contractor shall pay the remaining balance within fifteen (15) days of receiving written demand. All indemnity claims must be supported by reasonable documentation.

11.4. Good Faith Review of Non-Fault Claims

If a Claim arises without fault, negligence, or misconduct on the part of the Contractor—such as due to DSP error, incorrect content identification, or metadata misinterpretation—both parties agree to cooperate in good faith to review and resolve the matter. Any liability in such cases shall be allocated fairly and proportionately based on the actual circumstances and level of involvement of each party.

12. Duration and Termination

This Agreement shall commence on the Effective Date and shall remain in full force and effect for the duration of the Exclusive Distribution Period, unless terminated earlier in accordance with the provisions set forth below.

12.1. Termination for Insolvency or Business Closure

Either party may terminate this Agreement with immediate effect by providing written notice to the other party if the other party:

- (I) Enters liquidation (excluding voluntary liquidation solely for the purpose of restructuring or merger).
- (II) Permanently ceases its business operations.
- (III) Is declared insolvent or becomes subject to insolvency, bankruptcy, or similar proceedings under applicable law.

12.2. Termination at the End of Term

Either party may terminate this Agreement at the end of the Initial Period or any subsequent Extended Period by providing at least three (3) months' prior written notice to the other party.

If no such notice is provided, this Agreement shall automatically renew for the next applicable term on the same terms and conditions.

12.3. Early Termination by the Contractor

If the Contractor terminates this Agreement before the expiry of the Exclusive Distribution Period for any reason other than a material breach by Dreamrecords Media Pvt. Ltd. (“Dream Records”), the Contractor shall be required to pay a one-time early termination fee of USD 100 (or INR equivalent).

This fee represents a reasonable estimate of Dream Records’ administrative, technical, and commercial costs associated with early withdrawal of Content, including but not limited to:

- (I) Processing and technical removal of Content from internal systems.
- (II) DSP takedown operations and coordination.
- (III) Loss of planned or potential commercial opportunities.

The early termination fee shall be payable within fifteen (15) business days of the Contractor’s written termination notice. In the event of non-payment, Dream Records reserves the right to delay royalty payments, delay DSP takedown requests, and/or deduct the outstanding amount from future royalties payable to the Contractor.

For Contractors with more than fifty (50) releases or a catalog exceeding one hundred (100) tracks, the parties may, in good faith, mutually agree to a reduced termination fee.

In cases of force majeure, documented serious illness, or genuine incapacity, Dream Records may, at its sole discretion and subject to satisfactory documentation, partially or fully waive the early termination fee.

12.4. Access After Termination

Following termination of this Agreement for any reason, the Contractor shall retain access to the Dream Records dashboard for a period of three (3) months.

During this period:

- (I) Unpaid or pending royalties shall remain visible.
- (II) Royalty payments shall continue to be processed in the normal course to the Contractor’s registered bank account.

After the expiry of the three-month period, dashboard access shall be permanently disabled.

Dream Records shall notify the relevant DSPs of the expiration of distribution rights and request removal of the Content. Dream Records shall not be responsible for any delays or failures by DSPs in executing such removals.

Dream Records shall continue to issue royalty statements and make payments for revenues generated during the term of this Agreement, even if such revenues are received after termination.

12.5. Force Majeure

Neither party shall be liable for any delay or failure in performance caused by events beyond its reasonable control, including but not limited to:

- (I) Acts of God;
- (II) War, terrorism, or civil unrest;
- (III) Epidemics or pandemics;
- (IV) Natural disasters;
- (V) Internet or infrastructure outages; or
- (VI) Governmental orders, restrictions, or regulations.
- (VII) Strikes or labor disputes.

If a force majeure event continues for more than sixty (60) consecutive days, either party may terminate this Agreement without penalty by providing written notice to the other party.

12.6. Takedown Requests During Exclusive Distribution Period

If the Contractor requests Dream Records to remove any Content during the Exclusive Distribution Period without a valid legal or contractual reason (including copyright infringement,

legal obligation, or a material breach by Dream Records), or if Dream Records reasonably determines that the stated reason is insufficient, Dream Records shall charge a non-refundable administrative takedown fee of USD 5 (or INR equivalent) per release.

This fee covers DSP takedown processing, metadata updates, and communication with digital platforms.

13. Miscellaneous

13.1. Moral Rights Waiver

To the fullest extent permitted under applicable Indian law, including the Copyright Act, 1957, the Contractor irrevocably waives any moral rights in the Content, including the right of attribution and the right to object to any distortion, modification, or other alteration of the Content.

The Contractor expressly consents to any editing, adaptation, formatting, remixing, compression, or technical modification of the Content that may be reasonably required for digital distribution, promotion, platform compatibility, content identification, or compliance with DSP requirements and applicable law.

13.2. Dispute Resolution – Good Faith Negotiation and Arbitration

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt to resolve the matter amicably through good-faith negotiations.

If the dispute is not resolved within thirty (30) days from the date of written notice by one party to the other, the dispute shall be referred to and finally resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996.

(I) The seat and venue of arbitration shall be Kolkata, West Bengal, India.

(II) The arbitration shall be conducted by a sole arbitrator mutually appointed by the parties.

(III) The language of arbitration shall be English.

(IV) The arbitral award shall be final and binding on both parties.

13.3. Survival

All provisions which by their nature are intended to survive termination or expiration of this Agreement—including but not limited to clauses relating to representations, warranties, claims, indemnification, confidentiality, data protection, governing law, dispute resolution, and payment obligations—shall survive and remain enforceable even after termination of this Agreement.

13.4. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable under applicable law, such provision shall be modified to the minimum extent necessary to make it enforceable, or severed if modification is not possible, without affecting the validity and enforceability of the remaining provisions.

13.5. Assignment

The Contractor shall not assign, transfer, or sublicense this Agreement or any rights or obligations hereunder without the prior written consent of Dream Records.

Dream Records may assign or transfer this Agreement, in whole or in part, to any affiliate, successor, or third party (including in the event of merger, acquisition, restructuring, or sale of business) upon written notice to the Contractor.

13.6 Independent Contractor Relationship

Nothing contained in this Agreement shall be deemed to create any partnership, joint venture, agency, employer–employee, or fiduciary relationship between the parties. Each party shall act solely as an independent contractor, and neither party shall have authority to bind the other.

13.7. No Third-Party Beneficiaries

This Agreement is entered into solely for the benefit of the parties hereto and their permitted successors and assigns. No third party shall have any rights, claims, or remedies under this Agreement unless expressly stated herein.

13.8. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India, without regard to conflict-of-law principles.

Subject to Clause 13.2 (Arbitration), the courts at Kolkata, West Bengal, India, shall have exclusive jurisdiction over all matters arising out of or in connection with this Agreement.

13.9. Data Protection and Privacy

Both parties agree to comply with all applicable Indian data protection and information technology laws, including but not limited to the Information Technology Act, 2000, applicable rules thereunder, and the Digital Personal Data Protection Act, 2023, as amended from time to time.

The Contractor authorizes Dream Records to collect, store, process, and share personal data contained within the Content or provided during the course of this Agreement strictly for the purposes of distribution, monetization, reporting, compliance, and service delivery.

The Contractor represents and warrants that all required consents from artists, contributors, and other data subjects have been duly obtained.

13.10. Trade Compliance

The Contractor represents and warrants that neither the Contractor nor any associated persons or entities are subject to any trade sanctions, restrictions, or prohibitions imposed under Indian law or applicable international trade regulations.

Any violation of applicable trade restrictions or export control laws shall constitute a material breach of this Agreement.

13.11. Confidentiality

All information exchanged between the parties in connection with this Agreement, including business information, financial data, technical processes, unreleased Content, metadata, royalty reports, and marketing strategies, shall be treated as confidential.

Confidential Information shall not be disclosed to any third party except to professional advisors or employees on a need-to-know basis, provided such persons are bound by confidentiality obligations no less restrictive than those contained herein.

The Contractor shall not issue any press release, public announcement, or media statement relating to this Agreement or Dream Records without prior written approval from Dream Records.

13.12. Notices

All notices under this Agreement shall be in writing and shall be deemed valid if delivered by:

- (I) Registered post or courier with acknowledgment.
- (II) Recognized electronic mail with delivery confirmation.

Address: Newtown, Horisova Coochbehar, West Bengal India – 736101 (As updated from time to time)

Email: support@dreamrecords.in

Address for Contractor: The address or email provided during account registration or subsequently updated in writing. Notice shall be deemed received.

- (I) On the date of actual delivery (physical delivery).
- (II) On the date of successful email transmission, if no bounce-back is received.

13.14. Electronic Execution

This Agreement may be executed electronically, and electronic acceptance, digital signatures, or click-wrap acceptance shall be valid and legally binding under the Information Technology Act, 2000 and applicable Indian laws.

13.15. Ethics and Compliance

The Contractor agrees to comply with Dream Records' code of conduct, ethical standards, and platform policies, as communicated from time to time.

The Contractor shall promptly notify Dream Records of any known or suspected violation of applicable law, platform rules, or ethical standards relating to the Content or this Agreement.