

## AGREEMENT FOR ARTISTS

AND

**Range Official Viral Media Khalchian, founder Gurpreet Singh (Love Sandhu Khalchian)**

The Licensor and Licensee are hereinafter collectively referred to as the "Parties" and individually as "Party".

WHEREAS, the Licensor is the exclusive owner of copyright and all other intellectual property rights in the sound recording and music video (including the underlying literary and musical works embodied therein) for the songs and music videos as detailed in Schedule B (collectively, the "Songs I Your Records") and

WHEREAS, the Licensor is desirous of licensing to the Licensee, the Songs in the manner provided in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties hereto hereby agree as follows:

## 1. DEFINITIONS

1.1 "Additional Recordings" means those audio and audio-visual recording which are not Recordings at the Effective Date but which are subsequently expressly delivered to us by you during the Term for distribution by us pursuant to this Agreement. Once delivered to us by you such recordings automatically become Recordings for the purposes of this Agreement.

1.2 "Agreement" means these terms and the Schedules.

1.3 "Artist" means the artist or artists set out in Schedule B.

1.4 "Schedule" means a Schedule to this Agreement.

1.5 "Product" means the Recordings and any Additional Recordings.

1.6 "Recordings" means the recordings set out in Schedule B

1.7 "Term" means a period commencing on the Effective Date and continuing until either party gives at least sixty (60) days written notice to terminate always provided that such notice shall in the case of any particular Recording not be effective before a date that is two years after the first commercial release of that Recording (the "Initial Term") also PROVIDED THAT if upon the date of expiry or intended termination of the Initial Term your account hereunder is Unrecouped then the Term shall automatically extend until the earlier of:

- 1.7.1 the next accounting date following Recoupment; or
- 1.7.2 the date upon which you reimburse to us all unrecovered Recharges and Fees; or
- 1.7.3 the date we decide in our sole discretion to terminate the Term.

Notwithstanding the foregoing contained in this clause 1.7 but subject always to Term extension pursuant to clauses 1.7.1 through 1.7.3, in respect of those Additional Recordings (and associated Promotional Material) commercially distributed under this Agreement (or delivered to us for the purposes of such distribution) after the Effective Date the Term in respect of each Additional Recording shall be for a minimum of two years after that Additional Recording is first commercially distributed hereunder.

Where we commercially release a Recording more than once (for instance as a single and an album or an extended play track) each release shall have its own Initial Term which shall be calculated on the bases set out as above with the Effective Date for each such release being the date we make that release.

1.8 "Territory" means the world

1.9 The meanings of any capitalised terms not set out in this clause 1 are set out in the General Terms in the Schedule/s.

1.10 This Agreement consists of these terms together with the Schedules and their contents are incorporated into and form part of this Agreement. In the event of conflict between these terms and the contents of the Schedules these terms shall prevail.

## 2. APPOINTMENT AND GRANT OF RIGHTS

2.1 You hereby irrevocably grant to us and our Associates the following rights in respect of the Recordings during the Term:

- 2.1.1 the right and licence to act as your exclusive distributor of Songs / Records in the Territory;
- 2.1.2 the non-exclusive royalty free right to use all Promotional Material and artwork throughout the Territory;
- 2.1.3 the non-exclusive right to create and/or use, free of charge, excerpts from Recordings in all media (now known or not) for the purpose of advertising or promotion of Recordings throughout the Territory;
- 2.1.4 the non-exclusive right to copy, store, prepare, make available, deliver, digitise, modify, edit, adapt, manage and otherwise use the Recordings and/or Materials in connection with the rights granted to us hereunder;
- 2.1.5 the non-exclusive right in connection with the promotion of Recordings to use the name, trade name, logo, trade mark, approved biography and approved likeness of all persons (including without limitation artists) in all media (now known or not) throughout the Territory;
- 2.1.6 The right to grant Procured Synch Licenses and Secondary Licenses (the level of exclusivity of each of these rights being set out in clause 4.3 below);
- 2.1.7 the exclusive right to collect any and all monies arising from and in respect of the exploitation of the rights granted under this Agreement;
- 2.1.8 to authorise others to provide any or all services and/or exercise any or all of the rights granted to us under this Agreement; and

- 2.1.9 the exclusive right to license the Recordings for third party compilation, performance, broadcast and communication rights in the Territory.
- 2.2 You warrant that licences in respect of any underlying musical compositions embodied in the Recordings shall be made available at the agreed, standard or industry rate where such rates are generally in effect and on a gratis basis in respect of promotional use.

### 3. FEES

- 3.1 We shall be entitled to retain the following percentages of Digital Income, Procured Synch Income and Secondary Licensing Income (the "Distribution Fees"):

- 3.1.1 For Records distributed throughout the Territory, x% of the Digital Income (X → Based on plan subscribed);

- 3.1.2 For Procured Synch Licences (x%) of any gross monies (after deduction of any third party agency fees and sales taxes) payable, during the Term, to us (or any Associate) in respect of such Procured Synch Licences (the "Procured Synch Income"); and

- 3.1.3 For Secondary Licences (x%) of any gross monies (after deduction of any third party agency fees and sales taxes) payable, during the Term, to us (or any Associate) in respect of such Secondary Licences (the "Secondary Licensing Income").

### 4. LICENSEE SERVICES

- 4.1 We shall provide to you sales and distribution services as detailed in Schedule A hereunder in respect of Records throughout the Territory during the Term including via our agreement(s) with our Physical Distribution Agent(s), along with such other Additional Services, Synch Services, Secondary Licensing Services, and/or Manufacturing Services (as applicable).
- 4.2 We shall provide the following services to you in respect of the Recordings (the "Additional Services") during the Term if mutually agreed:
  - 4.2.1 product management;
  - 4.2.2 market and sales analysis on the [app.veluxeria.com](http://app.veluxeria.com) web portal;
  - 4.2.3 giving you reasonable notice of any opportunities for which an artist's personal appearance is requested (an artist shall have no obligation to undertake such opportunities).
- 4.3 During the Term we shall act as your non-exclusive agent throughout the Territory for the granting of synchronisation licenses including licenses with a license period exceeding the Term and/or territory exceeding the Territory in respect of the Recordings (collectively, the "Procured Sync Licenses") and enter all such Procured Sync Licenses as appropriate as approved by you (collectively, the "Synch Services").
- 4.4 During the Term we shall act as your exclusive agent throughout the Territory for the granting of third party licensing opportunities including without limitation multi-artist compilation album licences, sample licences and premium licences (including licences with a licence period exceeding the Term and/or territory exceeding the Territory) together with the right to collect the "label share" of all public performance and/or applicable neighbouring rights income in respect of the Recordings (collectively, the "Secondary Licences") and shall negotiate (where such rights are not subject to a so-called "blanket licence") all such Secondary Licences as appropriate and present to you for signature where relevant (collectively, the "Secondary Licensing Services").

4.5 You shall have a right of approval in respect of all Procured Synch Licences and Secondary Licences (save where the same are subject to a collective bargaining agreement or blanket licence).

4.6 You confirm that we have made no warranties as to the number of Procured Synch Licences and/or Secondary Licences to be concluded or the monies to be earned as a result of the Synch Services or Secondary Licensing Services.

## 5. ACCOUNTING

5.1 Within thirty (30) days of the end of each calendar month of the Term we shall send you statements in respect of the Recordings setting out all information reasonably relevant to the calculation of the Net Amount except where your account is in a Recouped position we shall account within thirty (30) days of the end of each March, June, September and December in lieu of each calendar month. If the Net Amount for a given period is a positive amount (taking into account all Fees and Recharges applied to your account) then we shall pay to you the amount invoiced by you up to the full sum of any positive Net Amount at the same time as your statement is rendered. We shall be entitled to carry forward any payment of less than one hundred and fifty pounds (€150) until the later of the next accounting date or the date the monies due to you exceed one hundred and fifty pounds (€150).

5.2 Each month we may retain from any sum otherwise payable to you a reasonable reserve against future Recharges and/or any other reasonably anticipated future costs in respect of the Products acting always in good faith in respect to the level of such reserve.

5.3 We shall keep books of account relating to the distribution of Records hereunder. You may at your cost appoint a chartered accountant who may inspect such books no less than twenty eight (28) days after giving us written notice. You may not inspect our books more than once in any twelve (12) month period during the Term or within one (1) year thereafter. If such audit reveals any agreed deficiency, we shall promptly credit the same to your account. If we have under-accounted to you in excess of the greater of i) ten per cent (10%); or ii) five thousand pounds (€5,000) during the period covered by the audit we shall also pay the reasonable costs of such audit, such costs not to exceed five thousand pounds (€5,000).

5.4 Notwithstanding the foregoing, each statement rendered to you hereunder shall be deemed an account stated and binding on you unless challenged by notice in writing within two (2) years of the date thereof and you may only audit any given statement once. Each Recharge shall be deemed agreed by you unless challenged in writing within three (3) months of the date thereof.

## Schedule A

### SALES AND DISTRIBUTION SERVICES

#### 1. OUR OBLIGATIONS

1.1 During the Term we shall:

1.1.1 provide a sales and distribution service for Records throughout the Territory for the Digital Distribution to all major Digital Service Providers; and

1.1.2 throughout the Territory, provide the Additional Services (if any).

1.2 We shall not be obliged to distribute any Records to customers with whom we do not have an account or who are in breach of our terms and conditions of sale or where our credit insurance has been withdrawn or where such distribution would exceed the account's credit limit.

## 2. YOUR OBLIGATIONS

2.1 You shall be responsible for undertaking all marketing, advertising and promotion of Records unless otherwise agreed and you shall use your best endeavours to promote Records throughout the Territory at your cost. You shall, at your cost, deliver to us sufficient Promotional Material and information as we advise you within a timeframe that meets our deadlines as reasonably requested by us and we may charge for the distribution of Promotional Material at such rates as notified to you. Any actual costs, including without limitation mail-out costs, costs of posters, courier costs, etc, for promotion and marketing shall be at your cost and shall, at our election, be debited to your account as a Recharge or borne by you as a direct debt.

2.2 You shall be responsible for the accounting of all mechanical royalties relating to any Digital Distribution of Records hereunder where such liability is not discharged by the Digital Service Providers.

2.3 You shall supply to us (or our nominee) Records and Materials requested by us (including without limitation metadata for Records) in accordance with our asset delivery guidelines no later than the deadlines as advised by us from time to time. We may treat as a Digital Recharge any additional costs we incur as a result of your failure to fulfil your obligation in this paragraph. You acknowledge that we may be unable to meet agreed release dates if materials and/or information requested by us are not delivered in the manner specified by us by the deadlines specified by us.

## Schedule B

| Details of the Audio Songs   Music Video |                        |
|--|------------------------|
| Catalog                                  | Catalog+New            |
| Type of Deal                             | Exclusive Distribution |
|  |                        |
|  |                        |
|  |                        |
|  |                        |
|  |                        |

## SCHEDULE C - GENERAL TERMS

1.1 Unless the context requires otherwise the following words or phrases shall have the following meaning in this Agreement:

"Associate" means any parent, affiliate, subsidiary corporation or any entity which directly or indirectly controls, is controlled by or is under direct or indirect common control by a party to this Agreement from time to time (where "control" and/or "controlled" means a person possesses directly or indirectly the power to direct or cause the direction of the management and policies of another person whether through the ownership of voting shares, by contract or otherwise);

"Digital Distribution" means communication to the public by electronic transmission via any technology and to any platform now known or hereafter devised including without limitation by way of Digital Download and Digital Transmission via the internet and/or mobile devices (streaming either on-demand or as part of an internet radio or video service) but expressly excluding broadcasting and webcasting (i.e. the simultaneous and concurrent transmission of a live performance);

"Digital Download" means identifiable electronic delivery of a Recording from a server to a recipient which results in a reproduction of that Recording being made on the recipient's device;

"Digital Income" means throughout the Territory and during the Term the amount actually received by us in the UK or accrued to us in respect of the Digital Distribution of Records less VAT and other sales taxes;

"Digital Recharges" means any costs or expenses incurred by us (including direct third party costs) or on our behalf in connection with Records and/or Digital Distribution including without limitation the costs of digitising, ripping, formatting, encoding and/or producing your Recordings, courier costs and agreed digital marketing costs.

"Digital Service Providers" means any

online distributor of media (including without limitation any online music stores, content aggregators, mobile service providers and other digital music services);

"Digital Transmission" means an electronic transmission of a Recording from a server to a recipient (including without limitation on the internet and/or by way of mobile devices) which does not result in a reproduction of that Recording being made on the recipient's device;

"Fees" means, collectively, the Distribution Fees and the Manufacturing Fees as relevant;

"Intellectual Property" means the same as in the Copyright, Designs and Patents Act 1988;

"Materials" means all Recordings, Records, artwork, Promotional Material, names, trade marks, logos, likenesses, biographical materials and other material delivered to us (or required to be delivered to us) including but not limited to any relevant product information and/or metadata;

"Mobile Products" means Recordings distributed to a consumer's personal portable device other than a personal computer, including but not limited to master-tones, master ring-back tones, video ring-tones, video ring-back tones and similar products;

"Net Amount" means the Digital Income less all Fees and all Recharges;

"Promotional Material" means all publicity, advertising and promotional material relating to Records and/or Recordings and/or the Artist and/or the artist(s) or other person(s) whose performances are embodied in Records and/or Recordings or have provided services in relation to them together with any other relevant marketing or promotion information as reasonably requested;

"Recharges" means any monies loaned or advanced to you by us and/or any other costs or expenses incurred on your behalf by us including without limitation an Advance, a Marketing Fund, Digital Recharges, advertising costs, promotion costs and expenses including television and radio advertising costs, poster, press advertising, dealer mailing, point of sale materials and marketing tools and the costs of engaging independent consultants including without limitation in connection with press and promotion, printing costs, retail marketing costs, special call off, bad debts, and courier charges and any additional third party costs incurred by us on your behalf and/or any monies owed to any associated and/or affiliated company of us by you or your Associates and any other sums which we are entitled to charge to you or debit to your account;

"Records" means any digital media embodying Recordings in any format or configuration now known or hereafter devised including without limitation any audio or visual or audio visual digital and/or Mobile Products (including without limitation real tones or ring back tones or otherwise) derived from Recordings;

"Recouped" means all Recharges and Fees have been recovered by us from sums otherwise due to you under this Agreement.

"UK" means the United Kingdom of Great Britain and Northern Ireland.

"Unrecouped" means your account hereunder shows a deficit so that all Recharges and Fees have not been recovered by us from sums otherwise due to you under this Agreement.

"VAT" means value added or any other similar tax;

2.1 You hereby irrevocably warrant and represent and undertake that:

2.1.1 you have, and shall continue to have during the Term, the unencumbered right to enter into and perform fully your obligations under this Agreement and you are the exclusive legal and beneficial owner of all the

rights necessary to grant to us the rights granted hereunder;

2.1.2 you have not entered into and shall not enter into any arrangement or do any act which might in any way inhibit, restrict or impair the free exercise of the rights granted to us hereunder;

2.1.3 by distributing Records and/or otherwise exercising our rights hereunder we shall not contravene any law or regulation nor infringe the copyright, trademark or other right of any third party;

2.1.4 you have obtained all consents and waivers (including consents and waivers of moral rights) necessary for the exploitation of all Materials delivered to us or otherwise approved by you for use by us hereunder;

2.1.5 you shall make or procure the making of any and all payments due to artists, producers, musicians, performers, writers, publishers and applicable unions, guilds, collectives, other groups and all other third parties who have provided services in relation to and/or whose work or performances are embodied on Materials submitted by you;

2.1.6 Materials shall contain complete and accurate copyright notices and shall comply with all credit and other obligations owed by you;

2.1.7 Materials shall be free of all claims and encumbrances and we shall be under no obligation to pay any third parties any royalties, fees, levies and/or payments in respect of our exploitation of the Materials (other than mechanical royalties where we are appointed and agree to pay the same on your behalf);

2.1.8 all VAT, importation tax and any other requirements of whatever nature of HMRC (or other relevant tax authority), MCPS, BPI and/or any other relevant body shall be observed and performed by you or on your behalf, and all import fees and charges and levies and/or other taxes shall be your sole responsibility;

2.1.9 there are no circumstances existing that you and/or any Associate are aware of

that may at any time prevent our recovery of any Advance (if applicable) and/or Marketing Fund (if applicable) and you and all Associates have provided us with, and shall continue to provide to us on an on-going basis, all available information that could reasonably prevent such recovery; and

2.1.10 you shall not, and shall procure that your distributors or other third parties authorised by you shall not, exploit any Record outside of the Territory until the date on which we shall (acting in good faith at all times) commercially release the relevant Record hereunder in the Territory and in connection therewith you and we shall liaise fully with a view to co-ordinating the simultaneous release of the same in the Territory and outside of the Territory.

2.2 You hereby acknowledge, confirm and agree that:

2.2.1 we may describe and credit ourselves as your "Authorised Distributor" or "Authorised Distributor/Manufacturer" (as applicable) and attach to Product the credit "Exclusively licensed by Veluxeria Ltd" and include written acknowledgment of such descriptions and credits on packaging and Materials;

2.2.2 as a result of the nature of the internet and telecommunications systems content including Recordings may be accessed outside the Territory (if applicable) and we shall have no liability in respect of the same but we shall account for any monies actually received by us in accordance with the terms of this Agreement as if the relevant exploitation had occurred in the Territory;

2.2.3 the sale of Records is speculative and we have no responsibility for the level of sales and/or Returns; and

2.2.4 if you comprise more than one persons each of you shall be deemed to be contracting both jointly and severally in this Agreement.

3 Without prejudice to any other rights and remedies under this Agreement you warrant that if you breach this Agreement you shall upon written notice from us immediately

repay to us any then unrecouped balance of Recharges.

4 You hereby indemnify and hold us harmless from and against any and all actions, losses, demands, claims, awards, damages, costs and expenses suffered or incurred as a consequence of any breach or alleged breach by you or any Associate of any warranty, representation, agreement, undertaking or obligation under this Agreement. Without limiting the foregoing, we may withhold payment of any monies otherwise payable to you in an amount in our reasonable opinion sufficient to cover our potential liability under this indemnity.

5 If we have reasonable grounds for believing that the distribution by us of any Record or other Materials associated with the Records would constitute or give rise to a breach by you of any of your warranties undertakings or obligations in this Agreement, or we in our sole discretion believe such distribution may be in violation of any statute or regulation or may subject us to civil or criminal liability or infringe any third party's rights then, without prejudice to any other rights which we may have under this Agreement, we may at any time and without prior notice to you suspend the Term of this Agreement and/or withhold or withdraw such Record from distribution. We shall be entitled in our absolute discretion throughout the Term to refuse to manufacture and/or (as applicable) distribute Records in such quantities and formats which we believe in good faith would be unprofitable or otherwise unreasonable.

6 We shall not be liable to you for any loss, damage, delay or failure of performance resulting directly or indirectly from any cause which is beyond our reasonable control ("Force Majeure"). Force Majeure includes without limitation accident, acts of God or of the public enemy, acts or failure to act of any governmental or public authority of any kind, war or warlike operations, civil war or commotion, mobilisations or military call-up and acts of a similar nature, revolution, rebellions, fires, floods, loss of power, quarantine restrictions, epidemics, freight embargoes, shortage of raw materials or

unworkable weather conditions, and the Term shall be extended by a period equal to that during which the Force Majeure event or events exists together with such supplemental period as required by us to resume the distribution of Records provided that our obligation to account to you shall continue unless such Force Majeure event affects our ability to account.

7 All sums expressed in this Agreement to be paid by one party to the other shall be exclusive of any VAT or similar or replacement tax which (if applicable) shall be added to such sums and be recoverable in addition to them subject to the receipt of a VAT invoice.

8 Without prejudice to our other rights and remedies hereunder, we may set off any liability of you to us against any other amount due to you under this Agreement.

9 We agree that we shall not acquire any rights by virtue of this Agreement in any logo mark or label used by you except we may reproduce sleeves, marketing and biographical information, and photos from the packaging of the Records or other Materials and excerpts of the Recordings on our website and the websites of third parties and we may otherwise use your logos marks and labels for the purposes of advertising and promoting the sale of Records or exploiting rights granted by you to us hereunder.

10 Neither party shall be deemed in breach of this Agreement unless notified by the party alleging breach in writing and unless the party alleged to be in breach shall thereafter fail to remedy such breach (if capable of remedy) within thirty (30) days after receipt of notice to do so.

11 Either party may (without prejudice to any other rights or remedies it may have) terminate the Term immediately by written notice if the other party:

11 .1 commits a material breach of its obligations hereunder subject to the notice and cure period set out in clause 10 above; or

11.2 makes an assignment for the benefit of creditors or makes any composition or arrangement with creditors or if any action or proceeding under any bankruptcy or insolvency law is taken against such party and not dismissed or if such party is wound up whether compulsorily or voluntarily (save for the purpose of reorganisation or reconstruction or amalgamation) or suffers an execution to be levied against its goods or property or has a receiver, provisional liquidator manager or administrative receiver appointed and such appointment is not discharged within one hundred and eighty (180) days after the making thereof.

12 Termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry.

13 We shall have the right to assign, transfer, mortgage, charge or otherwise deal with any or all of our rights or obligations under this Agreement in our absolute discretion.

14 Wherever in this Agreement your approval or consent is required then such approval or consent shall not be unreasonably withheld or delayed, shall not be used by you as leverage to renegotiate the terms of this Agreement (or any other agreement between you and us) and shall be deemed given if not objected to in writing within five (5) business days of our request (request by email to suffice).

15 Any notices to be served hereunder shall be served by registered or recorded delivery post and such notices shall be deemed served within forty eight (48) hours after posting. All such notices shall be sent or delivered to the address of the party to be served as above written or to such other address of which written notice has previously been given, and in our case shall be marked for the attention of

info@rangeofficialviralmedia.in with a cc marked to lovesandhu62110@gmail.com

16 This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes any previous arrangement, understanding, negotiations or agreement whether written or oral pertaining to the subject matter hereof. This Agreement may only be varied by the parties expressly agreeing to any variation in writing.

17 The parties shall treat all information provided to them by any party under this Agreement (and the terms of this Agreement) as confidential information save to the extent the same enters the public domain other than as a result of a breach of this clause 17. The recipient shall not reveal any confidential information to any third party (other than to its legal, professional and/or other advisors or as may otherwise be required by law).

18 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce any terms hereof.

19 Nothing herein shall constitute a partnership or joint venture between the parties. Any waiver of any breach hereof shall not be deemed to be a continuing waiver or a waiver of any other breach or default. If any provision hereof is adjudged by a competent court to be unlawful, void or unenforceable the same shall be severed from this Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Agreement and shall in no way affect any other circumstances or the validity or enforceability of this Agreement.

20 All references in this Agreement to the singular shall be deemed to include the plural and all references to the masculine shall be deemed to include the feminine and neutered genders and a body corporate and vice versa

21 This Agreement shall be construed and governed in accordance with the laws of England and Wales and the English courts shall have exclusive jurisdiction over it.

## Schedule D

### About Artificial Streaming/Spotify Penalty

Artificial Streaming: Spotify imposes a penalty of \$10 or total loss, which must be paid by the User. And, additional \$10 for our system misuse. It's no matter you are involved or not, you have to pay the penalty within 7 days. (Applicable for Artist User and Label/Distributors both)

Applies to the same for AI content Delivery/Copyrighted Content. It's prohibited and if detected after delivery. We will impose penalty and must be paid within 14 days. (Applicable for Artist User and Label/Distributors both)

Schedule E  
YOUR CONTACT DETAILS

**Owner/Director Name:**

**Label/Company Name :**

**Address: C/O -**

**PAN Number -**

**Mobile Number:**

**E-mail Address:**

**Bank Name / Address:**

**Account Holder Name.**

**IFSC number:**

**Account Number:**

**Authorised Signatory:**

Please indicate your agreement to the foregoing terms and the contents of the Schedule(s) attached hereto by signing below and returning to us.

EXECUTED by the parties

Signed by and on behalf of Range Official Viral Media

**Name: Gurpreet Singh**

**Founder**

A handwritten signature in blue ink that reads "Gurpreet Singh". The signature is fluid and cursive, with "Gurpreet" on the top line and "Singh" on the bottom line.

Signed for and on behalf of the Licensor

**Name:-**

**Label/Company Name:-**