

# Agreement

THIS AGREEMENT IS MADE this the 26th day of April 2025 at Cooch Behar.

## Between

**BackVision Digital**, a Digital Distributor Firm having its main office at Saha Para, Near petrol pump, Khagrabari, Cooch Behar, West Bengal - 736179, India, herein after referred to as **First Part**.

## AND

Md. Shakib Mia, and having its registered / Main office at chattogram, chattogram, Bangladesh, Hereinafter referred as Second Part.

**AND Whereas, FOREVISION DIGITAL or First Part** is a record label & digital distributor based on India that made the plat form for publishing songs on all its network including YouTube (content id/Video), Social sites, web site, App (s), and other digital Platforms as listed in Schedule as discussed between parties.

**AND Whereas**, Second Part is an individual artist / band / group / Producer / Company / Proprietorship/ HUF/ Partner/LLP who being a local performer and having knowledge about the music and art and familiar with the musical abilities of music and its abilities.

**AND Whereas**, the second Part wants to enlist his/its name to any Label or/And wants spread his/its music to online/ broadcast/ Podcast/ OTT/ YouTube platforms and for the same the second part approached to the First Part.

**AND Whereas**, the First Part Agrees to do so for the following conditions:

**1. TERM.** The effectiveness of this Agreement shall commence with its execution by all of the parties, and shall continue thereafter for a period of 2 years.

### **2. DEFINITIONS.**

a. "Digital Master" or "Digital Masters" means copies of Second Part's sound recordings / Video File and underlying musical compositions that Second Part owns, controls, or has the appropriate rights to distribute in a digital form, which First Part may sell or authorize Digital Store(s) to sell via Electronic Transmission, but not limited to, permanent digital download, streams, "conditional download," ring tones, real tones, or other digital form as individual tracks or as a whole album, and artwork pursuant to the terms and conditions of this Agreement. Any sound recordings and the underlying musical compositions that are provided by or on behalf of Second Part to First Part must be owned or controlled by Second Part and/or have been cleared by Second Part. Any sound recording provided by Second Part to First Part shall be deemed subject to this agreement.

b. "Digital Store" means any third party, including but not limited to CRBT Platforms such as Bharti Airtel, Vodafone Idea, BSNL, Jio Tunes, Music Streaming Plat forms such as WYNK, Gaana, Jio Saavn, Amazon; Video Platforms such as Youtube (audio/contendid), MX Player, Amazon prime video, hungama; International Streaming Plat forms such as Apple Music, iTunes, Spotify, Deezer, KKBox, Soundcloud, Pandora, AudibleMagic, MixCloud, iHeart, iMusicCorp, Awa, Netease, Napster, Boomplay, Alibaba, Vevo, Anghami, Snap, TikTok, Resso(Bytedance), Facebook, Triller, Jaxsta, Kuack Media, Touchtunes & many that First Part in its sole discretion may authorize to carry out the marketing, distribution and sale or other use of the Digital Masters pursuant to the terms of this Agreement, which is mentioned in the Schedule.

c. "The Effective Date of this Agreement" shall mean either the date of this agreement or the day that the first Digital Masters are received by First Part from Second Part, whichever is the later.

d. "Term" means the period beginning on the Effective Date of this Agreement and ending two (2) year after the Effective Date.

e. "Territory" means the Territory of India and other than India.

f. "Artwork" means album cover artwork and any other artwork relating to Second Part Digital Master(s) that Second Part provides to First Part. Any artwork/music/ inlay work that is provided by or on behalf of Second Part to First Part before or during the Term will be deemed to have been cleared by Second Part unless Label promptly notifies First Part in writing to the contrary.

g. "Metadata" means the following categories of information in respect to each Digital Master: track title; album title; artist name; genre; copyright information; label name; ISRC and UPC identifiers; "Explicit Lyrics," identification; biographical information; sales information- including pricing, date of first release; territories available for release; Songwriter and Publisher information.

### **2. RIGHTS:**

a. Subject to the terms of this Agreement, Second Part hereby appoints First Part as Distributer exclusive authorized representative for the sale and electronic transmission of its Digital Masters. Accordingly, Second Part hereby grants an exclusive right to First Part to distribute such as during the Term, to: (i) Reproduce and convert Second Part's content delivered by Second Part into Digital Masters; (ii) Perform and make thirty (30) second clips of the Second Part's content available by streaming ("Clips") to promote the sale and distribution of applicable Digital Masters; (iii) Promote, sell, distribute, and electronically transmit and deliver Digital Masters, as individual tracks or entire albums, and associated Metadata to purchasers who may use such Digital Masters in accordance with usage rules similar to those set forth by the music services; (iv) Display and electronically transmit and deliver Artwork for use solely in conjunction with the applicable purchased Digital Master(s); (v) Use Second Parts' Content, Artwork and Metadata as may be reasonably necessary or desirable for First Part to exercise First Part rights under the terms of this Agreement; and (vi) authorize or appoint any Online Store(s) to perform the activities in (i)-(v) above.

b. First Part may use and authorize its Online Store(s) to use the names biographical material concerning and of the Second Parts as well as track and/or album name, and Artwork, in any marketing materials for the sale, promotion and advertising of the applicable Digital Master which is offered for sale or other use under the terms of this Agreement (e.g., an artist or band name may be used in an informational fashion, such as textual displays or other informational passages, to identify and represent authorship, production credits, and performances of the applicable artist or band in connection with the authorized exploitation of applicable Digital Masters). First Part and any of its Online Store(s) shall have the unrestricted right to market, promote and advertise the Digital Masters available for distribute as it determines in its discretion. Nothing herein

shall obligate First Part or any Online Store(s) to actually exercise any rights granted under this Agreement as per Copy Right Act.

c. First Part shall re-distribute the recording / master file / music as per the direction given by the 2nd part.

### **3. SECOND PART'S OBLIGATIONS:**

Second Part shall obtain and pay for any necessary clearances and licenses in the Territory for all Second Part Content and Artwork. Specifically, Second Part shall be responsible for and timely pay (i) any royalties and other income due to artists, authors, co-authors, copyright owners, co-copyright owners, producers and other record royalty participants from sales or other uses of Digital Masters, (ii) all mechanical royalties payable to publishers and/or authors or co-authors of copyrighted musical compositions embodied in Digital Masters from sales or other uses of Digital Masters, (iii) all payments that may be required under collective bargaining agreements applicable to Second Part or third parties other than First Part, and (iv) any other royalties, fees and/or sums payable with respect to the Second Part Content, Artwork, Metadata and other materials provided by Second Part to First Part.

### **4. PAYMENT:**

First Part shall pay Second Part of the 80% (Audio), 80% (YouTube) of the total revenues that First Part receives from Online Store(s) for the sale/ streaming / downloading or other use of Second Part's Digital Masters. First Part will compute amounts payable to the Second Part in each 3 months during the Term, and will provide a statement to Second Part in accordance with First Part's standard business practices. Such payment shall constitute full consideration for all rights granted and obligations undertaken by Second Part hereunder. Revenue shall be paid to the Second Part if such Revenue share of Second Part exceeds minimum Rs.1,000/- rupees.

### **5. OWNERSHIP:**

As between the Parties, all right, title and interest in and to (i) Second Part's Sound Recordings and Artwork, (ii) the Clips, (iii) all copyrights and equivalent rights embodied therein, and (iv) all materials furnished by Second Part, except as to any rights of First Part (whether pre-existing or under this Agreement), shall remain the property of Second Part, it being understood that under no circumstances shall First Part have any lesser rights than it would have as a member of the public. The first part shall have the ownership of the master track for the purpose of only distribution and sale.

### **6. INDEMNIFICATION AND LIMITATION OF LIABILITY:**

a. Second Part will indemnify, defend and hold harmless, and upon First Party's request, defend, First Part and its Online Store(s) and affiliates (and their respective directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party by reason of: (i) a breach of any warranty, representation, covenant or obligation by Second Part under this Agreement; or (ii) any claim that any Digital Certain information on this page has been omitted and filed separately with the Commission. Confidential treatment has been requested with respect to the omitted portions. Master, sound recording or Second Part Content, Artwork, Metadata or any other materials provided or authorized by or on behalf of Second Part hereunder or First Part's or its Online Store(s) use thereof violates or infringes the rights of another party. Second Part will reimburse First Part and its Online Store(s) and affiliates on demand for any actual payments made in resolution of any liability or claim that is subject to indemnification under this Clause 6, provided that First Part obtains Second Part's written consent prior to making such payments, such consent not to be unreasonably withheld, delayed or conditioned First Part shall promptly notify Second Part of any such claim. Second Part may assume control of the defense of such claim. First Part shall have the right, to participate in the defense thereof under Second Part's direction. Pending final determination of any claim involving such alleged breach or failure, first part may withhold sums due hereunder in an amount reasonably related to the amount of such claim. Second part shall have the right to participate in the defense of any action instituted on a claim for which second part is responsible to indemnify first part using counsel of Second part's choice with own expense.

b. Second Part represents and warrants that it has the full authority to act on behalf of any and all owners of any right, title and interest in and to the Second Part Sound Recordings and artwork; that it has full authority to enter into this Agreement and to fully perform its obligations hereunder and has obtained all necessary third-party consents, licenses and permissions necessary to enter into and fully perform its obligations herein; that it owns or controls the necessary rights in order to make the grant of rights, licenses and permissions herein, and that the exercise of such rights, licenses and permissions by the other party hereto shall not violate or infringe the rights of any third party; that it shall not act in any manner which conflicts or interferes with any existing commitment or obligation of such party, and that no agreement previously entered into by such party will interfere with such party's performance of its obligations under this Agreement.

c. The warranties and indemnifications herein shall survive the termination of this agreement.

### **7. GENERAL PROVISIONS:**

a. No Agency or Joint Venture: The parties agree and acknowledge that the relationship between the parties is that of independent contractors. This Agreement shall not be deemed to create a partnership or joint venture, and neither party is the other's agent, partner, employee, or representative.

b. Binding on Successors: This Agreement shall be binding on the assigns, heirs, executors, personal representatives, administrators, and successors (whether through merger, operation of law, or otherwise) of the parties.

c. Notices: Any notice, approval, request, authorization, direction or other communication under this Agreement shall be given in writing and shall be deemed to have been delivered and given for all purposes. For every Action which is not included in this agreement the Both the parties shall serve a Notice to other Part with the prior 7 days intimation. Any notices or delivery required herein shall be deemed completed when hand-delivered, delivered by agent, or placed in the Indian Mail, postage prepaid, to the parties at the addresses listed herein.

d. This writing contains the entire understanding between the parties and supersedes any previous agreements between the parties. During the term of this Agreement, it is understood and agreed that there shall be no change or modification of this Agreement unless reduced to writing and signed by all parties hereto. This agreement shall be governed by the laws of India, and subject to the exclusive jurisdiction of the courts located in the Cooch Behar.

e. Cure: If either party hereto alleges that the other has breached this agreement, they must notify the other party in writing of such breach and then the other party shall have a period of forty five (45) days to cure such breach.

### **8. GRANT OF LICENSE:**

a. Licensed Recordings: Rights Holder i.e. Second Part hereby grants to Distribute as Distributor i.e. First Part and Distributor's Third Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to convert, digitize, encode, make, cause or otherwise produce Digital Audio Transmissions of the Rights Holder's designated Licensed Recordings. The term "Digital Audio Transmission" shall mean any digital embodiment of a sound recording.

b. Distribution of Music: Rights Holder i.e. Second Part hereby grants to Distribute as Distributor i.e. First Part and Distributor's Third Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to sell via downloading, distribute, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver over the Internet the master sound recordings supplied by Rights Holder and designated as Licensed Recordings and embodied as Digital Audio Transmissions by the Distributor i.e. First Part and/or Distributor's Third Party Assignees. It also serves the Right to Re-Distribute the Master Sound recording after delivering the written Consent by the Second Part.

c. Release: Rights Holder i.e. Second Part hereby authorizes Distributor i.e. First Part and Distributor's Third Party Assignees to immediately

release, sell via downloading, publish, and/or deliver over the Internet the Digital Audio Transmissions of the Licensed Recordings and any artwork, writings, or pictorials supplied by Rights Holder to the Distributor for the purpose of promoting the sale of Rights Holder's sound recordings during the Term of Grant throughout the Territory.

d. Music Streams Rights Holder i.e. 2nd Part hereby grants to Distribute as Distributor i.e. First Part and Distributor's Third Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to perform the Digital Audio Transmissions of the Rights Holder's Licensed Recordings by means of streaming digital transmissions for the purpose of audio listening by subscription consumers or for the purpose of promoting the sale and distribution of the recording. Rights Holder shall receive no royalty or payment of any kind for the performance of "music clips" as such performance is for the purpose of promoting the sale of Rights Holder's sound recordings.

e. Portable Subscriptions: Rights Holder i.e. Second Part hereby grants to Distribute as Distributor i.e. First Part and Distributor's Third Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to perform and deliver to portable subscription services the Digital Audio Transmissions of the Rights Holder's Licensed Recordings by means of streaming digital transmissions and downloading for the purpose of audio listening by portable subscription consumers.

f. Distribution of Artwork: Rights Holder i.e. Second Part hereby grants to Distribute as Distributor i.e. First Part and Distributor's Third Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to distribute, display, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver over the Internet any artwork, writings, or pictorials supplied by Rights Holder to Distributor i.e. First Part and/or Distributor's Third Party Assignees for the purpose of promoting the sale of the sound recordings.

g. Text: Rights Holder i.e. Second Part hereby grants to Distribute as Distributor i.e. First Part and Distributor's Third Party Assignees a nonexclusive right and license during the Term of Grant throughout the Territory to distribute, display, publish, copy, transfer, convert, encode, integrate, digitally modify and deliver over the Internet all writings, text and statements provided by the Rights Holder to the Distributor i.e. First Part and/or Distributor's Third Party Assignees for the purpose of promoting the sale and distribution of the sound recordings.

h. Reserved Rights: The Rights Holder i.e. Second Part reserves all rights and license not expressly granted to Distributor i.e. First Part and Distributor's Third Party Assignees hereunder. Ownership of the Licensed Recordings and Licensed Artwork shall remain with Rights Holder i.e. 2nd Part or its licensors.

## **9. DELIVERY:**

Rights Holder shall deliver to Distributor i.e. First Part by means of CD or Digital Audio Transmission (Uploading) the master versions of each Licensed Recording hereunder; a reasonable number of items of the related artwork for use by Distributor i.e. First Part and Distributor's Third Party Assignees in connection with the marketing and promotion of the Licensed Recordings; and, a written schedule of the names and contact information of the author(s), composer(s), and music publisher(s) of the songs embodied in the Licensed Recordings, together with any additional copyright information known to Second Part relating to the Licensed Recordings, and a list of credits that Rights Holder is contractually required or otherwise reasonably desires to provide in connection with the distribution, exploitation of the Licensed Recordings hereunder. Distributor i.e. First Part shall have no right to modify the Licensed Recordings, except that it may digitize and/or encode the Licensed Recordings in any format now known or hereafter devised for purposes of facilitating the exercise of the rights and licenses granted hereunder.

## **10. RIGHTS HOLDER i.e. SECOND PART'S OBLIGATIONS::**

The Rights Holder shall obtain and pay for any necessary clearances and licenses in the Territory for all the Rights Holder's sound recordings and artwork. The Rights Holder shall be responsible for and pay any royalties and other income due to artists, authors, co-authors, copyright owners, co-copyright owners, producers, and other record royalty participants from sales or other uses of the Licensed Recordings. The Rights Holder shall also be responsible all mechanical royalties payable to publishers and/or authors or co-authors of copyrighted musical compositions embodied in the Licensed Recording from sales or other uses of the Licensed Recording. The Rights Holder shall also be responsible for all payments that may be required under collective bargaining agreements applicable to the Rights Holder and any other royalties, fees, and or monies payable by the Rights Holder with respect to the Rights Holder's Licensed Recordings, artwork, and other materials supplied by Rights Holder to Distributor and Distributor's Third Party Assignees.

## **11. USE OF NAMES:**

Rights Holder hereby grants to Distributor and Distributor's Third Party Assignees the right to use and to allow others to use the Rights Holder's name, likeness of artist(s), group(s) or band(s), company information, and biographical material for the purpose of advertising and promoting the sale of the Licensed Recordings during the Term of Grant throughout the Territory.

## **12. VERIFICATION:**

First Part shall verify the authenticity of the Master File/recording and being satisfied with the satisfied possible time, Accept and Start the work of Distribution.

## **13. INDEMNIFY:**

Second Part shall be solely responsible for the payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright Act, 1957 and will hold First Part harmless and indemnify First Part from any claims there from.

## **14. ACT OF GOD:**

It is mutually agreed that neither party shall be responsible for any provision in this contract when prevented from complying with a contractual provision due to any Act of God or any other legitimate condition beyond the control of the appropriate party.

## **15. ARBITRATION:**

In the event of a dispute between Parties regarding the terms, construction or performance of this Agreement, such dispute shall be settled by arbitration conducted by Abhirup Bhattacharjee, Advocate, Cooch Behar in Cooch Behar, West Bengal, according to the rules of the Arbitration and Conciliation Act, 1996. The award or decision resulting there from shall be subject to immediate enforcement in a West Bengal (state) court of competent jurisdiction. And the cost of the arbitration shall be incurred by both the parties such as Arbitrator fee, Conference hall / room rent, etc.

## **16. ATTORNEY'S FEES:**

In the event of dispute arising between the parties, if a part is forced to obtain an attorney to enforce the terms of this Agreement, the party prevailing in such action of enforcement shall be entitled to the recovery of attorney's fees incurred in such action.

## **17. COVENANT OF GOOD FAITH AND FAIR DEALING:**

Both the Parties agreed to perform their obligations under this Agreement, in all respects, in good faith.

## **18. INDEPENDENT CONTRACTOR:**

In the performance of his/her obligations of this Agreement, Second Part shall be deemed an independent contractor.

## **19. SUE OR TO BE SUED:**

That if any of the part will not rely upon the Clauses of this agreement or its Sub-Agreements which has a direct or indirect connection of its Terms and condition that he may Sue or to be sued through both civil and criminal periphery of law.

## **20. RENEWAL FEE:**

A Renewal Fee for granting successive Terms to the Rights Holder shall be designated by First Part from time to time.

**21. TERM OF GRANT:**

The Term of Grant shall commence upon the date hereof and shall continue until the Rights Holder cancels in writing with First Part or for Two (2) years whichever is shorter. Distributor i.e. First Part shall have sixty (60) days after notice of cancellation or expiration of the Term to remove all of the Rights Holder's i.e. Second Part music / content from the web sites or the Internet Plat Forms of the Distributor i.e. First Part and the Distributor's Third Party Assignees.

**SECOND PART'S DETAILS:**

Individual/Company /Proprietorship/HUF/Partner/LLP 's Name:	Md. Shakib Mia
Address/Office Address:	chattogram, chattogram, Bangladesh
Duration of Recording:	00:00
Label Name (if any):	BackVision Digital
Contribute as fee to First Part:	999.00
Proposed Platforms for Distribution (as per Schedule) :	Apple Music, Resso, Spotify, Meta, TikTok, SnapChat, Amazon Music, AWA, IHeartRadio, jaxsta, kkbox, mixcloud, napster, netease, pandora, shazam, soundcloud, tidal, Triller, BSNL, Airtel, Vi, JioTunes, JioSaavn, Gaana, Hungama, Wynk Music, YouTube Content ID, YouTube Music, Musixmatch, LyricFind

**DESCRIPTION OF TRACKS / RECORDING / MUSIC /CONTENT**

Song Name	Album Name	Singer	Lyricist	Language	Composer
a1	o priya tumi kothay	1	1	Bengali	1
s2	o priya tumi kothay	2	2	Bengali	2

**SCHEDULE**

**THE PARTIES AGREE** to the terms and obligations and so execute on the day and date first above mentioned, signed this contract with will and consent.



First Part's Signature

Second Part's Signature