

LABEL DISTRIBUTION AGREEMENT

This Label Distribution Agreement ("Agreement") is entered into by and between **Final Take Production Pvt. Ltd., operating under the brand name FT Tunes** ("FT Tunes", "Distributor"), and any record label, music company, rights holder, or authorized representative ("Label") using FT Tunes' distribution services.

By submitting content to FT Tunes for distribution, the Label acknowledges that it has read, understood, and agreed to the terms of this Agreement.

1. APPOINTMENT

The Label hereby appoints FT Tunes as its non-exclusive digital distribution partner for the distribution, administration, monetization, and management of its music content through digital music platforms worldwide.

FT Tunes accepts such appointment subject to the terms of this Agreement.

2. GRANT OF RIGHTS

The Label grants FT Tunes a non-exclusive, worldwide license to:

- Distribute and make available the Label's content on digital music services and social media platforms.
- Deliver content to streaming, download, and content monetization platforms.
- Collect and account for revenues generated from the distributed content.
- Manage metadata, content updates, and takedown requests.
- Create promotional clips, previews, and marketing materials solely for the purpose of promoting the content.

This Agreement does not transfer ownership of any copyrights, trademarks, master recordings, or intellectual property rights to FT Tunes.

3. OWNERSHIP

The Label shall retain full ownership of all:

- Master recordings;
- Sound recordings;
- Copyrights;
- Trademarks;
- Artwork;
- Metadata;
- Associated intellectual property rights.

Nothing contained in this Agreement shall be construed as an assignment of ownership to FT Tunes or Final Take Production Pvt. Ltd.

4. LABEL WARRANTIES

The Label represents and warrants that:

1. It owns or controls all rights necessary to distribute the content.
2. All artists, performers, composers, producers, and contributors have been properly authorized.
3. Any third-party samples, recordings, artwork, or materials have been legally cleared.
4. The content does not infringe upon the rights of any third party.
5. The content complies with applicable laws, regulations, and platform policies.
6. All metadata, ownership information, and credits supplied to FT Tunes are accurate and complete.

The Label shall be solely responsible for securing and maintaining all necessary licenses, permissions, and clearances.

5. DISTRIBUTION SERVICES

FT Tunes shall use commercially reasonable efforts to distribute content to digital service providers including, but not limited to:

- Spotify

- Apple Music
- YouTube Music
- Amazon Music
- TikTok
- Instagram
- Facebook
- Deezer
- TIDAL
- JioSaavn
- Gaana
- Wynk
- Other current and future partner platforms

FT Tunes does not guarantee platform acceptance, playlist placement, promotion, chart performance, revenue generation, or continued availability of content.

All platform decisions remain solely under the control of the respective digital service providers.

6. REVENUE SHARE AND PAYMENTS

Revenue generated from the Label's content shall be shared as follows:

- **80% (Eighty Percent) of Net Revenue shall be payable to the Label.**
- **20% (Twenty Percent) of Net Revenue shall be retained by FT Tunes as its distribution and administration fee.**

"Net Revenue" means revenue actually received by FT Tunes from digital service providers and authorized monetization sources after deduction of applicable taxes, banking charges, payment processing fees, chargebacks, refunds, withholding taxes, and mandatory third-party deductions.

Royalty payments shall be based solely on reports and payments received from digital service providers.

FT Tunes reserves the right to withhold payments where:

- Ownership disputes exist;
- Copyright claims are pending;
- Fraudulent streaming activity is suspected;
- DSP penalties, reversals, or deductions apply;
- Additional verification is required.

No royalties shall become payable until corresponding funds have been received by FT Tunes.

The Label shall be solely responsible for compensating its artists, producers, composers, licensors, and other rights holders.

7. CONTENT REMOVAL AND TAKEDOWNS

The Label may request removal of content by submitting written notice to FT Tunes.

FT Tunes may immediately suspend, remove, or block content if:

- Copyright claims are received;
- Fraudulent activity is detected;
- Platform policies are violated;
- Ownership disputes arise;
- Continued distribution may expose FT Tunes to legal, financial, or reputational risk.

Content removal timelines are subject to the policies and processing times of the relevant digital service providers.

8. COPYRIGHT CLAIMS

The Label shall be solely responsible for resolving all copyright, ownership, royalty, neighboring rights, trademark, or contractual disputes relating to its content.

FT Tunes shall have no obligation to participate in or finance any legal proceeding relating to such disputes.

9. INDEMNIFICATION

The Label agrees to indemnify, defend, and hold harmless FT Tunes, Final Take Production Pvt. Ltd., its directors, officers, employees, contractors, affiliates, partners, successors, and assigns from any claims, damages, liabilities, penalties, losses, costs, expenses, or legal fees arising from:

- Breach of this Agreement;
 - Copyright infringement claims;
 - Ownership disputes;
 - Royalty disputes;
 - Violations of law;
 - Misrepresentation of rights or authority.
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10. TERM AND TERMINATION

This Agreement shall remain in effect until terminated by either party.

Either party may terminate this Agreement by providing thirty (30) days written notice.

FT Tunes may immediately terminate this Agreement or remove content if:

- The Label breaches any material provision of this Agreement;
- Fraudulent activity is detected;
- Repeated copyright violations occur;
- Continued business relations create legal or reputational risk.

Termination shall not affect accrued rights or payment obligations existing prior to termination.

11. LIMITATION OF LIABILITY

To the fullest extent permitted by law, FT Tunes and Final Take Production Pvt. Ltd. shall not be liable for:

- Loss of profits;
- Loss of revenue;
- Loss of business opportunities;
- Platform removals;
- Delayed releases;
- Technical failures;
- Service interruptions;
- Indirect, incidental, consequential, special, or punitive damages.

The maximum liability of FT Tunes under this Agreement shall not exceed the amount of fees retained by FT Tunes during the twelve (12) months preceding the claim.

12. CONFIDENTIALITY

Both parties agree to keep confidential all non-public business information, royalty reports, financial data, account information, and proprietary business information exchanged during the course of the relationship.

This obligation shall survive termination of this Agreement.

13. INDEPENDENT CONTRACTOR RELATIONSHIP

Nothing in this Agreement shall create a partnership, joint venture, employment relationship, agency relationship, or fiduciary relationship between the parties.

The parties shall remain independent contractors.

14. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of India.

Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the courts located in Kolkata, West Bengal, India.

15. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive agreement between the parties concerning the subject matter herein and supersedes all prior negotiations, communications, and understandings.

FT Tunes reserves the right to update this Agreement from time to time. Continued use of the services following publication of an updated Agreement shall constitute acceptance of the revised terms.

ACCEPTANCE

By submitting content for distribution through FT Tunes, the Label confirms that it has read, understood, and agreed to be bound by this Agreement.

FOR THE LABEL

Label Name: _____

Authorized Representative: _____

Designation: _____ Email: _____

Address: _____

Signature: _____ Date: _____

FOR FINAL TAKE PRODUCTION PVT LTD

Final Take Production Pvt. Ltd.

Authorized Representative: _____

Designation: _____ Signature: _____

Date: _____

ELECTRONIC CONSENT

The parties agree that electronic signatures, digital approvals, online acceptance, scanned signatures, and electronic records shall have the same legal effect as original handwritten signatures and shall be enforceable to the fullest extent permitted by applicable law.