MADVERSE DISTRIBUTION AGREEMENT

MADVERSE

This Digital Distribution Services Agreement (the "**Agreement**") constitutes a binding legal agreement between Nesho Entertainment Private Limited and its Affiliates (collectively "**Madverse**," "**we**", "**us**" or "**our**") on the one part, and the individual(s) or entity being users of the Madverse Services pursuant to the applicable Madverse subscription plans as made available on the Madverse Platform, where such users are owners of and/or retain control of the nominated sound recording(s) ("**Tracks**") or audio- visual recordings ("**Videos**") as designated for inclusion in the service ("**User**", "**you**" or "**your**"), on the other part, such services being provided as a benefit available to the Users on terms and conditions applicable to those respective user categories.

This Agreement applies to your use of the services more particularly described in Clause III of the Agreement (the "**Digital Distribution Services**") and shall be effective as of the date you sign up to the Platform as a User.

The Madverse Terms of Service, Privacy Policy, Content Policy, the Fraud & Infringement Policy, the AI Music Policy, the Limited License Policy, the Refund & Cancellation Policy and any other terms & conditions applicable to the Madverse Platform, Site or Services ("collectively "**the Madverse Terms**") are hereby incorporated into and made a part of this Agreement. This Agreement is also to be read in conjunction with the Terms of Service, an agreement provided by our digital distribution solutions service provider for our use and which is hereby incorporated in this Agreement. To the extent there is a conflict between this Agreement and the Madverse Terms, the terms of this Agreement shall prevail. Any capitalized terms used but not otherwise defined in this Agreement shall have the meanings ascribed to them in the Madverse Terms, as applicable.

This Agreement addresses certain additional rights and obligations associated with the Digital Distribution Services.

Please review the provisions here for the technical, creative and editorial specifications for the Tracks, Videos and Content ("**Madverse Content Policy**") which forms part of this Agreement and which provide important information regarding our requirements of you when submitting your Tracks, Videos and Content for inclusion in the service. These requirements are mandatory and your failure to follow the requirements of the Madverse Content Policy may result in your Tracks, Videos and/ or Content being rejected by us for inclusion in the Service. Any approval of the Tracks, Videos or Content by Madverse shall not absolve you from any liability or impose any liability on Madverse.

I. Acceptance & Modification of Agreement.

(a) You must accept all of the terms and conditions contained in this Agreement before accessing or using the Digital Distribution Services. Your acceptance of this Agreement on the Platform while signing up for the Digital Distribution Services indicates your acknowledgment that you have carefully read, understand and accept this Agreement and the Madverse Terms. If you do not accept this Agreement and the Madverse Terms, you may not access or use the Digital Distribution Services.

(b) Madverse may modify this Agreement from time to time by posting the modified version of the Agreement on the Platform and/or the Site. Our right to modify this Agreement includes the right to add, remove or amend the terms here of..

c) If and when we modify this Agreement, you will be notified of such modification via such email provided by you during the sign-up process as well as through the Site. If you do not accept any modification we have made, your only recourse is to terminate your use of the Digital Distribution Services. To do so, you must send a Notice of Termination of Use to reach@madverse.co, within thirty (30) days of our having sent you Notice of such modification. You must include in the subject line of your email "Termination of Digital Distribution Services". Upon any such termination, we will block your access to or use of the Digital Distribution Services and initiate a takedown of the Tracks and Videos; provided, however, that no termination of your subscription to the Digital Distribution Services pursuant to this provision shall affect any license for your Tracks or Videos issued through or by means of the Platform or the Digital Distribution Services and that had been granted prior to such termination.

(d) Anything to the contrary herein notwithstanding, your failure to terminate your use of the Digital Distribution Services pursuant to Clause I(c), above, or your continued use of the Digital Distribution Services after the effective date of any modification we may make to this Agreement, constitutes your agreement to be bound by all such modifications

II. Term and Termination.

(a) Subject to the provisions of Clauses II (b) and II (c), below, this Agreement shall remain in full force and effect while you use or receive the benefit of the Digital Distribution Services. You may revoke any or all of your Tracks or Videos from participation in the Digital Distribution Services/terminate this Agreement (or change any such territory or Distribution Channel applied to for any of your Tracks or Videos) by emailing reach@madverse.co, no earlier than one (1) month after the date such Track or Video is assigned for participation in the Digital Distribution Services. Madverse shall initiate such revocation within seventy-two (72) hours of receiving such revocation request from you, where you may choose to cancel such revocation request before the expiry of the 72 hours.

(b) Notwithstanding the foregoing, and without limiting Madverse's other rights and remedies set forth in this Agreement, Madverse reserves the right, in its sole discretion, at any time, for any or no reason, with or without prior notice, and without liability, to restrict, suspend, or terminate your access to or use of all or any part of the Digital Distribution Services and/or to take technical and/or legal steps to prevent you from accessing and/or using the Digital Distribution Services. In no event shall Madverse be liable to you or to any third party should Madverse exercise this right from time to time. Even after Digital Distribution Services are terminated, this Agreement will remain in effect to the extent applicable to your subscription or use of the Digital Distribution Services prior to such termination.

(c) Notwithstanding anything contained in Clause II (a) above, Madverse shall have no liability for any delay or failure of any third-party service provider or a Distribution Channel to remove your uploaded Tracks or Videos from such Distribution Channel(s). You hereby acknowledge and agree that your uploaded Tracks or Videos for which Digital Distribution Services are terminated or for which designation has been revoked may remain available under pre-existing licenses or other arrangements between Madverse and any third

party. In the event Madverse incurs any costs with respect to any of your uploaded Tracks or Videos for which Digital Distribution Services are terminated, Madverse may deduct such costs from any amounts payable to you by Madverse under this Agreement or otherwise

(d) Without limiting Clause II(b), where Madverse reasonably suspects or determines that you have breached this Agreement or the Madverse Terms, or while Madverse reviews any Tracks, Videos, Content or activity on your account, Madverse may apply one or more of the following measures for such period as it considers proportionate: (i) pause new releases from your account for up to ninety (90) days; (ii) reduce the number of releases you may submit in any period; (iii) subject your submissions to enhanced review before release; (iv) take down, or decline to distribute, any Track, Video or Content; and (v) suspend or terminate your account. Measures (iv) and (v) shall be applied only once Madverse has determined that a breach has occurred, unless a Distribution Channel or applicable law requires earlier action. Madverse will notify you of any such measure and, where practicable and where it does not prejudice a review, the reasons for it. You shall not open or use another account, or act through another person, to avoid any measure under this Clause. Madverse may apply any such measure to any account that it reasonably believes is controlled by you or is acting together with you. Any refund shall be governed by the Madverse Refund & Cancellation Policy.

III. Digital Distribution Services & Grant of Rights.

(a) The Digital Distribution Services shall include the issuance of licenses by Madverse for those of your Tracks and/ or Videos that you designate for inclusion in the Digital Distribution Services (and all other of your Content associated with such Tracks or Videos) for transmission through digital distribution solution providers (the identity of which shall be determined in the sole discretion of Madverse from time-to-time) and internet consumer distribution services (meaning any digital outlet, such as music download portals, music and video streaming services, mobile music platforms, digital (and terrestrial) radio stations, digital (and terrestrial) television networks, and mobile networks (eg: Apple iTunes, Spotify, Gaana, Tidal, Google Play, etc.), that enables customers to purchase and/or listen to Tracks or Videos and view Content, on a free trial or paid-subscription basis) or in connection with permanent digital downloads of Tracks, temporary digital downloads of Tracks, interactive or on-demand streaming, non-interactive or radio streaming, cloud services, or otherwise (collectively, the “Distribution Channels”).

(b) Distribution Channels may further use, incorporate, synchronize, adapt and modify (where such modification is solely to the extent of creating shorter versions) the Tracks, Videos and/or Content distributed hereunder, including without limitation, on the respective Distribution Channel’s platform or on social media platforms solely for promotional and marketing purposes, where such use shall not be monetised by the Distribution Channels. Distribution Channels may further use, incorporate and synchronize any Tracks as distributed hereunder, on any podcasts or other offerings made available on their respective platform, provided such use is on an as-is basis and is not monetised by the Distribution Channel in any manner whatsoever.

(c) Without limitation to the foregoing, the indicative nature of the Digital Distribution Services provided by our digital distribution solution provider is including but not limited to services described as the transferring by any means of data transmission or communication, through the internet, internet radio, kiosks, in-store listening posts, mobile, wireless, satellite and similar communication systems, whether now

known or existing in the future, of the Tracks or Videos and Content in multiple digital formats including but not limited to, solely in connection with the Tracks, clips, permanent downloads, subscriptions, streams and timeout-downloads, ring-tones and ring-back tones and any other means.

(d) With respect to your uploaded Tracks or Videos and Content, you hereby grant Madverse an exclusive, worldwide (or such other territory as may be specifically designated by you via functionality provided on the Platform), fully sub-licensable license to copy, reproduce, license, distribute, stream, publicly perform, communicate to the public, digitally transmit, and otherwise exploit your uploaded Tracks or Videos and Content by all means (including through a third party) and media (whether now known or existing in the future) (each of the foregoing actions, a "Sale") to or through all Distribution Channels (or such Distribution Channels as may be specifically designated by you, via functionality provided on the Platform) and to collect all revenue deriving therefrom, or for marketing or promotional purposes of the Platform or Madverse. This right and authorization is granted to us on an exclusive basis; this means that when You use the Digital Distribution Service to make your Tracks or Videos and Content available to us you cannot make or have the same Tracks or Videos and Content available to any Distribution Channel using a service other than our Digital Distribution Service.

(e) Madverse does not guarantee any minimum distribution, exploitation of your uploaded Tracks or Videos and Content or any financial outcome from such exploitation (which will depend, among other things, on consumer preference) nor the inclusion or participation of any given Distribution Channel. Madverse reserves the right in its sole discretion to (i) decline to engage with any Distribution Channel in connection with the Digital Distribution Services or to authorise their party service providers to so decline and/or (ii) decline to include any of your uploaded Tracks or Videos with any Distribution Channel.

(f) Madverse reserves the right, in its sole discretion, to reject any or all Tracks or Videos or Content you submit for participation in the Digital Distribution Services or to authorise our third party service providers to so reject. You agree that all Tracks or Videos or Content you submit will be submitted at your sole expense in the format(s) required by Madverse or any Distribution Channel. It is your responsibility to deliver all necessary information, metadata, Tracks or Videos, graphic files and any other information or music in the format required (all of which shall be deemed your Tracks or Videos and Content for purposes hereof). You acknowledge that Madverse will not be obligated to consider your Tracks or Videos or Content for participation in the Digital Distribution Services until Madverse receives all of your Tracks or Videos or Content with respect to any particular Track or Video.

(g) You acknowledge that in providing the Digital Distribution Services, Madverse will be required to enter into certain agreements with various Distribution Channels (including, without limitation, digital distribution solution providers). The selection of these Distribution Channels and the terms and conditions of such agreements shall be within the sole discretion of Madverse. You agree that the Digital Distribution Services shall be subject to and governed by any applicable terms and conditions of such other agreements that Madverse enters into with any Distribution Channel. You expressly acknowledge that certain Distribution Channels may require that your Tracks or Videos or Content be made available on their Distribution Channel at certain times and in certain formats relative to the availability of such materials elsewhere in the marketplace. To the extent that such requirements are not met, any Distribution Channel may have the right to not make available or discontinue the availability of such Tracks or Videos or Content within such Distribution Channel. Certain Distribution Channels may also have other policies, terms or conditions

related to the inclusion, exclusion, or distribution of your Tracks or Videos or Content on such Distribution Channels' platforms, and it is your responsibility to investigate such policies, terms or conditions, if any, and such policies, terms or conditions shall be binding upon you. You hereby expressly agree that Madverse shall have the right to provide information relative to the sales of your Tracks or Videos or Content hereunder to third parties, to aggregate such information in charts and other comparative informational materials, and to disseminate such information and aggregations thereof in any manner. In order to monitor and track the exploitation of Tracks or Videos or Content, an automated solution may be applied to the Tracks or Videos or Content, and Madverse or its third-party service provider(s) shall have the right to apply their own source and standard codes for such purposes. You further agree that Madverse and its third-party service providers may analyse your Tracks, Videos and Content, including through automated content identification and AI-detection tools, to verify compliance with this Agreement and the Madverse Terms, to respond to requests from Distribution Channels and to prevent fraud.

(h) Nothing contained herein shall be construed as granting or conferring any rights in the Services, Site, Platform or any part thereof to You; therefore, We are not granting to You by means of this Agreement, the right to exploit our Intellectual Property of that of any of our service providers (including but not limited to copyright, patent, trademarks, registered marks, trade secrets, and confidential and proprietary information relating thereto). All these rights are expressly reserved by their owner and, as a consequence, the owner of those rights retains all licensed or ownership rights to the Service, Site, Platform, brands, technology and any associated rights, registered or unregistered together with any part thereof.

(i) Nothing contained herein shall be construed as an obligation for us to effectuate any online promotion and/or marketing of Your Tracks or Videos and Content under this Agreement. However, We may offer complimentary promotional services in our sole discretion.

(j) Madverse does not offer YouTube Content ID, or any similar content identification service, for any Track that contains AI-generated elements, as described in the Madverse AI Music Policy. Madverse may remove any such Track from Content ID on not less than thirty (30) days' notice to you, or sooner where YouTube requires it or a claim is received. This Clause shall apply notwithstanding Clause IV(n) or anything stated on the Madverse Pricing page.

IV. Subscription Fees & Payment.

(a) From time-to-time Madverse reserves the right to provide certain benefits exclusively to certain Users, as per the applicable subscription plan including the option to distribute Videos through the Services. Your right to receive such benefits is subject to your subscription to the Creator, Professional or Enterprise plan (as applicable). The amount, manner and method of payment for your subscription to the Madverse plan shall be set forth on the Site and may be amended from time to time by Madverse. Any and all subscription plan fees, and opt-in feature fees, are non-refundable and not on a pro-rata basis. Madverse reserves the right to charge additional one-time or recurring fees, for any exclusive features (like the distribution of Videos) offered by Madverse through the Services, the details of which shall be made available to the User on opting in for the feature offered. For clarity, any payments made by Users towards their advertising/marketing budget may be refunded when such budget has any leftover/excess amounts, after seven (7) days from the completion of such advertising/marketing campaign as opted by the User.

Such refunds shall be net of any taxes and any convenience fees levied by any third-parties sites or payment gateways.

(b) For purposes of this Agreement, "Net Receipts" means the amounts Madverse actually receives and retains from Distribution Channels (including, without limitation, digital distribution solution providers), solely for the Sale of your Tracks and Videos, where applicable, less any taxes, processing or transaction fees and other charges (including without limitation any charges made by a Distribution Channel or any third party service provider including, without limitation, digital distribution solution providers), file storage costs, mechanical royalty fees, transaction costs, reformatting costs if your Tracks/ Videos/ Content, as applicable, are not provided in the format required in accordance with Clause III(f), returns, credits or deductions made due to technically faulty, defective or unfit Tracks or Videos or Content or fraudulent activity by end users, and legal, accounting and other professional fees incurred by Madverse in relation to any agreement, claim or dispute with a licensee or third party service provider related thereto. The payments Madverse receives from Distribution Channels are based on the royalty rates or service fees set by such Distribution Channels, which Madverse may have no control over and which may vary, based, without limitation, on the type of Tracks or Videos and the end uses of the Distribution Channels.

(c) Except to any third-party expressly designated by You vis-à-vis the Platform through the Service for Tracks, Madverse shall not be responsible for providing percentages of Net Receipts to any additional third party participants in the Track or Videos. You agree that with respect to any such third party not expressly designated by You, You undertake to accurately distribute any legitimate third party share to that party promptly and accurately.

(d) Madverse shall pay you all Net Receipts received ("Amount Due") subject to the conditions provided hereunder. For certain Users (as determined by Madverse), Madverse shall offer custom revenue sharing arrangement on the Net Receipts (as mutually agreed between such User and Madverse), without the requirement of paying any subscription fees. In such a case, Madverse and such User shall enter into and execute an addendum to this Agreement, capturing the custom revenue sharing arrangement and any other terms as mutually agreed (the "Addendum"). Such Addendum shall be supplemental to and governed by this Agreement and is hereby incorporated into this Agreement by reference. In the event of a conflict between the terms of this Agreement and the Addendum, the terms of the Addendum shall prevail to the extent of such conflict.

(e) You may withdraw your applicable Amount Due at will, provided that the total amount due to you is at least INR 2000 (for Users with Indian bank accounts) and US$50 (for all other Users). On activating such payout of Amount Due, Madverse shall transfer the same within a period of seven (7) working days. You agree that you will bear any and all bank or transfer charges applicable to such payout.

(f) Notwithstanding anything to the contrary herein or in any other agreement between you and Madverse:

(1) Madverse shall be entitled to set off against any Amount Due any amounts that you may owe to Madverse in connection with the Digital Distribution Services or otherwise; and
(2) in the event you are in breach of this Agreement (including without limitation the Madverse Terms) Madverse shall have the right exercised in its sole discretion to continue to include your Tracks or Videos in the Digital Distribution Services or remove your Tracks or Videos and Content from the Distribution Channels. In the event of any removal of the Tracks or Videos and Content, you will be notified by Madverse

of the same. For more information on any removal pursuant to a take-down notice, refer to Clause XI.
(3) Madverse shall be entitled to reclaim and assume any and all Amount Due from your account if you have not withdrawn or encashed accrued Amount Due for a continuous period of two years; provided that your Madverse account has been inactive or dormant for a continuous period of three months immediately preceding the expiry of the two year period mentioned above.
(4) Some Users (depending on the applicable Madverse subscription plan) shall not be entitled to: (z) submit multiple versions of the same Track on the Madverse Platform, for instance, remixes, extended versions, clean/explicit versions etc. of the same Track; and (y) choose the specific territories for distribution and release of your Track via the Madverse Platform.
(5) in case you discontinue, fail to pay or allow to lapse, your applicable Madverse subscription plan ("Madverse Subscription Discontinuance"), your subscription will be automatically terminated and you will have access only to limited features of the applicable Madverse plan. In such event, Madverse shall collect and retain fifty percent (50%) of the total Net Receipts generated from your existing Tracks and Content that are still available on and distributed via the Madverse Platform, until such time as you send an email to Madverse at reach@madverse.co specifically requesting that we instruct our digital distribution service provider to take down your Tracks and Content from any applicable internet consumer distribution services. Madverse will not be liable for any delay in this process. Where you have opted in for any Services to distribute Videos pursuant to the applicable Madverse subscription plan, Madverse shall, on the occurrence of a Madverse Subscription Discontinuance, initiate a takedown of any Videos being distributed within twenty-four (24) hours of such Discontinuance.

(g) Without limiting any other rights and remedies of Madverse, you agree that (a) Net Receipts will be forfeited by you if Madverse determines that your use of the Platform/ Services or any Track or Video or Content to which such Net Receipts relates is subjected to or involved in any fraudulent or infringing activity (see Clause X below), and (b) to the extent that any fraudulent and/or infringing activity is determined by Madverse to be caused by any of your or your affiliates' actions or omissions, any costs incurred by Madverse (including without limitation legal fees and expenses) in connection therewith may be deducted by Madverse from any amount otherwise payable to you by Madverse under this Agreement or otherwise. Paragraph (a) of this Clause IV(g) shall not apply to Spam Uploads or to a breach of Clause X(d), which are governed by Clauses X(c) and X(d) respectively.

(h) If any Distribution Channel does not agree to secure and pay for music publishing licenses, Madverse shall have the right (but not the obligation), in its sole discretion to decline to license such Distribution Channel.

(j) If any of your Tracks or Videos or Content is rejected by us or a Distribution Channel or a third-party service provider (including without limitation a digital distribution solution provider) because it does not meet our or that Distribution Channel's or third-party service provider's technical or editorial specifications (including but not limited to the Madverse Content Policy) or if you are reuploading a Track or Video after resolving a takedown notice, you shall be responsible for any costs and expenses associated with resubmitting such Track or Video or Content. In the event you do not correct all errors and quality or editorial issues in order to resubmit your Tracks or Videos and Content, there shall be no refund on any subscription fee (if applicable).

(k) All Net Receipts and other charges required to be paid or remitted hereunder are exclusive of all taxes imposed or payable, whether now or in the future, in connection with this Agreement, all of which shall be borne by you.

(l) You are fully liable for and solely obligated to timely pay all royalties, fees and other monies that are or may become payable to the authors, composers, artists, producers, publishers, administrators and other holders of rights related to any and all of your Tracks or Videos.

(m) Any objection relating to any payment to you of any amounts due hereunder, or otherwise, or any claim or dispute arising therefrom, must be made (and any claim or dispute commenced) by you no later than three (3) years after the date on which the amount in question was paid or became payable to you.

(n) The terms and conditions as specified on the Madverse Pricing page are subject to the terms of this Agreement however, in the event of a conflict with respect to the Services offered under each Madverse plan, the terms specified on the Madverse Pricing page shall prevail.

V. Representations and Warranties.

You represent, warrant and covenant, at all times relevant hereto, that:

(i) the information you provide to the Platform for the Track, the Content or Video is complete and correct in all respects;
(ii) notwithstanding Clause IV(c), information you provide to the Platform correctly identifies all rights holders with an interest in the Track or Video;
(iii) the sound recording embodied in the Track or Video, and the uses of the sound recording authorized hereunder, does not and shall not infringe any copyright or other intellectual property or proprietary right of any third party.
(iv) the sound recording does not contain any unauthorized samples;
(v) to the best of your knowledge, information you provide to the Platform as it relates to the musical composition embodied in the Track or Video is complete and correct in all respects;
(vi) the Track or Video and Content conforms to the Madverse Content Policy and any other Madverse Terms published by us from time to time.
(vii) You have all right, power and authority to enter into this Agreement and, to the extent specified herein, to grant, license, sell, assign, convey, and transfer all right, title, and interest in, to and under the Track or Video, free and clear of any licenses, rights, claims, liens, security interests, charges, restrictions, covenants, options or other encumbrances or title defects, as may be necessary for Madverse and any licensee of Madverse to fully enjoy the license granted hereunder, and to otherwise carry out the terms and provisions of this Agreement;
(viii) You have secured all third party consents, licenses and/or permissions necessary to enter into and perform under this Agreement including, without limitation, those arising pursuant to any union agreements or collective bargaining agreements, and no further action or authorization on the part of any Distribution Channel, Madverse or any third party, and no payment to any third party, is necessary to carry out the terms and conditions of this Agreement;
(ix) to the best of your knowledge, no third party is infringing upon or interfering with the Track or Video, and no such claims have been made against any third party;

(x) all information you provided in connection with this Agreement, and the registration of Tracks or Videos with Madverse is complete and correct in all respects;
(xi) the version of the Track or Video uploaded by you does not contain any disabling devices or code which could be capable of impairing or tracking Madverse's, or any third party's access to or use of the Track or Video or processing environment;
(xii) there is no agreement, understanding, license, right, restriction, settlement, consent, judgment, order, or pending or, to your knowledge, threatened litigation, arbitration, injunction, or administrative proceeding that restricts, impairs, limits or otherwise adversely affects, or which could be reasonably expected to restrict, impair, limit or otherwise adversely affect, your ability to perform your obligations under this Agreement;
(xiii) You have consulted with legal, financial, tax and other advisors regarding the implications of this Agreement and of licensing Tracks or Videos and Content through the Digital Distribution Services, or have knowingly waived its right to do so, and you enter into this Agreement and you license Tracks or Videos and Content through the Digital Distribution Services with full knowledge and understanding of the legal, financial, tax and other consequences thereof;
(xiv) You shall comply with all applicable laws, rules, regulations, and orders (as they may be amended from time to time), and without limitation of the foregoing you acknowledge that you have read and will comply with the conduct and restrictions on conduct that are applicable to the use of the Services, Site and Platform;
(xv) the artist name, label name, title, artwork and other metadata of each Track or Video do not use any third-party trade mark or brand name, except as permitted under Clause X(d); and
(xvi) for each Track, Video or Content submitted on or after November 5, 2026, you have declared, using the functionality provided on the Platform, whether and how artificial intelligence was used to create any part of it, in accordance with the Madverse AI Music Policy, and that declaration is complete and correct.

VI. Disclaimers.

(a) You acknowledge and agree that the Platform and all services are provided on an "as is" and "as available" basis and, to the fullest extent allowed by applicable law, rules, regulations and orders, Madverse expressly disclaims all representations and warranties, whether written or oral and whether express or implied, including without limitation any representation or warranty with respect to merchantability, fitness for a particular purpose, title or non-infringement, any representation or warranty with respect to the reliability or performance of the Platform or the Digital Distribution Services or the reliability, accuracy or completeness of any content. In addition, Madverse does not represent, warrant, endorse, guarantee or assume responsibility for any third-party product or service advertised or offered on or through the Platform or the services or any hyperlinked website or feature in any banner or other advertising. You understand and agree that Madverse is not responsible or liable for any transaction between you and any third party. We have no control over and do not guarantee the ability of Distribution Channel(s) to pay for content or that they will actually complete a transaction. You should use your judgment and exercise caution where appropriate. No advice or information whether oral or in writing obtained by you from or on behalf of Madverse shall create any warranty on behalf of Madverse in this regard. You agree that you are making use of the Site and/or the services, including the Digital Distribution Services at your own risk. Some aspects of this Section may not apply in some jurisdictions, solely to the extent prohibited by the

applicable laws of such jurisdictions.

(b) Although Madverse will in good faith endeavor to remedy errors in the Platform or the Digital Distribution Services, Madverse specifically does not warrant that the Platform or the Digital Distribution Services will operate without error or interruption or that all errors in the Platform or the Digital Distribution Services will be corrected. Madverse shall have no liability associated with any inoperability, performance of or inability or delay in your access to the Platform or the Digital Distribution Services. Madverse will not be responsible for any loss or any misappropriating, infringing or wrongful use of your content because of the Platform, the Digital Distribution Services or any other act or omission of Madverse, a third party, or otherwise.

(c) Madverse is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any email or players due to technical problems or traffic congestion on the internet, the site or on any of the services or combination thereof, including any injury or damage to users or to any person's computer or other hardware related to or resulting from participation or downloading materials in connection with the Digital Distribution Services.

VII. Limitation on Liability.

(a) In no event shall Madverse or any of its affiliates, or any officers, directors, employees, agents, owners or representatives of any of the foregoing (collectively, "related parties") be liable to you or any other party for any special, indirect, reliance, incidental, punitive, exemplary or consequential damages of any kind, lost profits, lost revenue, loss of business, or loss of goodwill, whether arising in contract, tort (including without limitation negligence) or otherwise, or for any breach of security associated with the transmission of sensitive information through the site or the services, even if Madverse or any of its related parties have been notified of the possibility thereof. We shall not be liable for any loss of, whether arising directly or indirectly, (i) profits, (ii) savings, (iii) goodwill, (iv) reputation, (v) revenue, (vi) anticipated savings, (vii) business or opportunity or (viii) any other like pure economic loss; nor any special, indirect, consequential or incidental losses or damages of any kind or nature whatsoever regardless of whether in each case arising from breach of contract, warranty, tort, strict liability, negligence or otherwise, even if advised of the possibility of such loss or damage, or if such loss or damage could have been reasonably foreseen.

(b) Without limiting the generality of the foregoing and to the extent permitted by applicable law, none of the related parties are liable or shall be responsible for any damages or losses resulting directly or indirectly from:

(i) your use or inability to use the Platform or Digital Distribution Services,
(ii) interruptions to the Platform or the Digital Distribution Services,
(iii) virus or malicious software contained on or transmitted through the Platform or the Digital Distribution Services,
(iv) bugs or errors of any kind on the Platform or in the Digital Distribution Services,
(v) damage to your hardware by use of the Platform or the Digital Distribution Services,
(vi) the actions or omissions of third parties, including without limitation other users; or
(vii) a suspension or termination of your account.

Some jurisdictions do not allow certain disclaimers of warranties or exclusions of damages and, to the extent prohibited by law, such disclaimers and exclusions may not apply to you.

(c) regardless of the previous paragraphs, if any related party is found to be liable, the aggregate liability of the related parties for any and all claims, actions, demands, losses, liability, damages (actual and consequential), costs, expenses or similar items of any kind or nature, whether known or unknown (collectively, "Claims") arising under or related to this Agreement, the Platform, the Digital Distribution Services or otherwise shall be limited to the fees actually paid to and retained by Madverse during the 12 months prior to the claim for the specific activity or service giving rise to the liability.

VIII. Indemnity.

You agree to indemnify and hold harmless Madverse and its Related Parties from and against any and all Claims arising out of or related to:

(i) your access to or use of the Platform or the Digital Distribution Services,
(ii) your violation of any third party right, including without limitation any copyright, patent, trademark, property or privacy right,
(iii) your breach of any of your representations, warranties or covenants contained in this Agreement, or
(iv) any Tracks or Videos and Content that you upload on the Platform or submit for inclusion in or through the Digital Distribution Services.

IX. Disputes & Governing Law.

(a) Applicable Law & Jurisdiction. You agree that this Agreement and any claim or dispute that may arise between you and Madverse or any of its affiliates shall be construed under the laws of India, without regard to its conflict of laws rules. This Agreement and any Claims arising in connection with the Services, the Site or Platform shall be subject to the exclusive jurisdiction of the courts located in New Delhi, India.

(b) Arbitration. You and Madverse agree that any and all claims and disputes arising between us pursuant to this Agreement and your use of the Platform or the Digital Distribution Services shall be resolved exclusively through final and binding arbitration. When valid by law, any dispute, controversy or claim arising under, out of or relating to this Agreement and any subsequent amendments of this Agreement, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in Gurgaon, India in accordance with the UNCITRAL Arbitration Rules.

X. Copyright Infringement & Unauthorised Activity

(a) In addition to the warranties provided by you at Clause V hereunder you agree that you will not engage in activities constituting copyright infringement or fraud in relation to the use of the Services. Copyright infringement or fraud for the purpose of this Agreement is defined as the unauthorized exploitation of material protected by copyright (Copyright Infringement); the infringement of any law that regulates the ownership of legal right holders; the use of (modified) artist, band or label names or artwork which may create confusion or false expectations related to content which is served to consumers by Distribution

Channels (i.e., Spam); the use of automated digital bots or other means to "click" on payment-generating links pretending to be consumers (i.e., Click Fraud), producing unnatural and fraudulent incomes; the upload of mass-generated content (as described in the Madverse AI Music Policy) or other spam content designed to manipulate streaming or recommendation algorithms (i.e., Spam Uploads); the upload of distorted music also to generate revenues and other unauthorized activities which are in breach with the terms of Service or our the agreements we have with Distribution Channels.

(b) Without limitation, the following may be deemed to be copyright infringement or fraud:

- Providing a Track or Video or Content containing misleading artist names or track titles used to attract consumers to that Track or Video.
- Impersonating any artist, songwriter, recording company, music publisher or other entity.
- Providing a Track or Video containing copyrighted material from someone else who did not grant publishing permission to you.
- Until proven otherwise should we receive a content infringement notice from a Digital Channel or from any Performing Rights Organisation or a direct infringement claim from a claiming Rightsholder or their representative in relation to a Track or Video or Content provided by you.
- The manipulation or artificial inflation of streaming counts through automated systems or coordinated human activity, with the intent to falsely increase revenue or influence chart positions ("streaming fraud").
- Providing a Track or Video or Content that uses an AI-generated or cloned voice, or the name or likeness, of an identifiable person, other than you, without their documented permission.

(c) If it is brought to our attention or if we find that you are engaging in or have committed streaming fraud or Click Fraud, Spam Uploads or any other unauthorized activities in an attempt to illegitimately generate revenue, Madverse reserves the right to withhold, reclaim, seize or recover any revenue generated as a result of such activity, as determined by Madverse and shall not be liable to disburse any amounts to you. In the case of Spam Uploads, Madverse may withhold only the revenue generated by the Tracks, Videos or Content concerned. Such revenue shall be forfeited where the relevant streams are determined to be artificial or a Distribution Channel has deducted, withheld or penalised that revenue. In all other cases, it shall be held for up to [twelve (12)] months pending review and then released, less any amounts that Madverse is entitled to set off under this Agreement.

Madverse further reserves the right to permanently delete your account and/or terminate your subscription to our plans as the case may be.

(d) You shall not use any registered trade mark or brand name of a third party, or any mark deceptively similar to it (including any misspelling, abbreviation or variation), in the artist name, label name, C-line or P-line of any Track or Video, or in its artwork, unless you hold a valid written authorisation from the owner of that mark ("Brand NOC") and produce it to Madverse on request. You shall also not use any such mark in the title or any other metadata of a Track or Video in a manner that suggests sponsorship, endorsement, affiliation or origin, or that is otherwise likely to mislead consumers, without a Brand NOC. Where Madverse, acting in good faith, considers that this Clause has been breached, Madverse may, in addition to its other rights under this Agreement: (i) take down the affected Track or Video without prior notice, and notify you promptly afterwards; (ii) pause new releases from your account for up to ninety (90) days; (iii) withhold any Amount Due attributable to the affected Tracks or Videos and hold it as a reserve against any

claim, liability, cost or expense (including legal fees) that has arisen or may arise from such use, and set off any such amount under Clause IV(f)(1); and (iv) suspend or terminate your account, including on a first violation where the use appears deliberate, is repeated across releases, or has led to a claim by the owner of the mark or a Distribution Channel. Any part of the reserve not applied towards a claim, liability, cost or expense shall be released to you: (A) where a claim has been received, on the resolution of that claim to Madverse's satisfaction; or (B) where no claim has been received, on the expiry of [twelve (12)] months from the date on which Madverse first withheld it.

XI. Takedowns

In the event Madverse receives a takedown request from any third-party, including any of the Distribution Channels or the digital distribution service provider, for your Track or Video or Content, Madverse shall notify you promptly and initiate take-down within twenty four (24) hours of being issued such notice. You may resolve the take-down notice with such third-party and inform Madverse on the resolution of such notice. Madverse reserves the right to reinstate any Track or Video or Content subject to submission by you of satisfactory evidence of the resolution of such takedown notice. Any Amount Due applicable to such Track or Video shall be calculated only till the date of the takedown notice, provided however that Madverse reserves the right to withhold any Amount Due applicable to a Track or Video that has an infringement claim against it. Any such withheld Amount Due shall be payable, without any interest, only on successful and satisfactory resolution of the infringement notice raised by the third party, with sufficient certification from the concerned third party stating that the infringement claim has been withdrawn

XII. Notices.

(a) Unless otherwise specifically provided elsewhere in the context in which it applies, any notice required or permitted to be given to any party to this Agreement, or any other agreement between you and Madverse, shall be in writing and shall:

(i) if to Madverse, be either personally delivered by hand, delivered by prepaid courier or sent by prepaid registered mail and shall be deemed received upon delivery, and
(ii) if to a you, be delivered either via email, or by being posted as a notification to the your Account.

(b) Any such notice shall be delivered or sent:

(i) if to Madverse, to reach@madverse.co, and
(ii) if to you, either to the email address specified in connection with your Account, or by being posted as a notification to your Account.

(c) The address at which notice may be given to Madverse may be changed by Madverse by giving you written notice as provided in this Clause XII.

XIII. Force Majeure.

Madverse shall not be liable for any delay or failure in performance resulting from acts or occurrences beyond the reasonable control of Madverse, including, without limitation, (and whether similar or dissimilar) acts of God, acts of war, terrorism, riot, fire, flood, pandemic or other disaster or other natural occurrence, acts of government, strike, lockout, or power or Internet failure.

XIV. Assignment.

You may not assign or transfer any of your rights or obligations under this Agreement, or any other agreement between you and Madverse, without the prior written consent of Madverse, which consent Madverse may withhold in its sole discretion, and any such attempted assignment or transfer without such prior written consent shall be null and void. This Agreement shall be binding on the parties and their respective successors and permitted assigns.

XV. Relationship of the Parties.

You and Madverse enter into this Agreement as independent contractors, and neither Madverse nor you shall be or construed to be a partner, joint venture, agent or employee of the other party

XVI. General Provisions.

This Agreement, the Addendums (as applicable), the Madverse Terms or any applicable Madverse terms and conditions constitute the entire agreement between you and Madverse regarding your access of the Digital Distribution Services, operate to the fullest extent permissible by law and supersede all prior and contemporaneous agreements, understandings, proposals, and negotiations of any kind, whether oral or written, with respect to the subject matter hereof and thereof. The failure of Madverse to exercise or enforce any right or provision shall not operate as a waiver of such right or provision. Headings are inserted for convenience of reference only and shall not be used for the purpose of interpreting this Agreement, the Madverse Terms, or any other agreement between you and Madverse. No party may create any obligation on behalf of any other party except as expressly set forth herein or in connection with any other agreement between you and Madverse. If any provision of this Agreement, or any other agreement between you and Madverse, is declared by a court of competent jurisdiction to be invalid, unlawful, void or unenforceable, such provision shall be severed from the agreement in question, and the other provisions shall remain in full force and effect, and that provision shall, to the fullest extent lawful, be reformed and construed as if such invalid, unlawful, void or unenforceable provision (or part thereof) had never been included herein or therein and to be valid, lawful and enforceable to the maximum extent possible.

Last Updated: November 5, 2026