

## **Symphonic Publishing Administration Agreement**

This is a legal agreement (hereinafter "Agreement") between you and Symphonic Distribution, LLC. Symphonic Distribution, LLC is a USA based company with its address at 26829 Tanic Drive, Suite 102, Wesley Chapel FL 33544.

This Agreement is made between Symphonic Distribution, LLC ("Company") and you. Symphonic Distribution, LLC reserves the sole right at any time to modify, discontinue or terminate the Agreement without notice.

**YOU UNDERSTAND THAT BY USING SYMPHONIC DISTRIBUTION FOR THE ADMINISTRATION OF YOUR PUBLISHING RIGHTS THAT YOU ARE AGREEING TO BE BOUND BY THE TERMS OF SERVICE INCLUDED IN THIS AGREEMENT. IF YOU DO NOT ACCEPT THE AGREEMENT IN ITS ENTIRETY, YOU MAY NOT USE THE SERVICES.**

### **1. GRANT OF RIGHTS.**

A. By signing this Agreement, you grant Symphonic Distribution, LLC, a Company which has a Publishing Administration partnership with TuneCore Digital Media, Inc., throughout the world and during the Administration Term (as defined in section 6 below), the sole and exclusive right:

I. To be the administrator of the songs owned or controlled, in whole or in part, by you, to the full extent of your interest therein, and included on the attached schedule of songs (the "Songs"). With the respect to any Song(s) that are not currently owned by or registered to a company previously established by you, you appoint Company as the designated publisher of such Song(s) during the Administration Term.

II. To publish registered Works or "Songs" across all territories of the world.

III. To use names, likenesses and biographical information concerning the writers of the Songs in connection with the exploitation and/or promotion of the Songs and for promotion of Company's business.

B. The rights granted under this Agreement shall be assigned by Company to one or more of its affiliated music publishing entities. These include TuneCore Digital Music (BMI), TuneCore Publishing (ASCAP), TuneCore Songs (SESAC) and other similar companies organized for affiliation with existing collection organizations and societies throughout the Territory.

Additionally, you acknowledge and agree that Company may, in its sole discretion, license certain of your rights via TuneCore New Media Administration directly and exclusively to individual end-user stores (e.g., Apple, Spotify, Amazon, etc.) regardless of any affiliation you may have as a songwriter with other services which license to the same stores.

### **2. PAYMENTS.**

A. Company shall collect all Gross Receipts earned by the Songs, including any monies earned by the Songs prior to the commencement of the Administration Term but not yet collected.

B. "Gross Receipts" is defined in this Agreement as all revenue derived from exploitation of the Songs (and Recordings, if applicable, in connection with synchronization licensing) and received by Company, solely allowing for any tax deductions and/or standard commissions deducted by bona fide performing rights societies operating at arms length, mechanical rights societies operating at arms length or any other collection agents established in any part of the Territory.

I. Ninety percent (90%) of Gross Receipts shall be credited to you except as set forth below. Company shall be permitted to retain ten percent (10%) of Gross Receipts.

C. Upon your specific written request, Songs included in Artist Releases shall not be subject to mechanical royalty payments under this Agreement. "Artist Releases" are defined as self-released products (i.e., records released by you without any involvement by any third parties) which are sold by you only at your live performances or through your own website. In the event you request a waiver of mechanical royalties on any Artist Release, you agree that you will remain responsible for any payments due to co-publishers and/or co-writers with respect to sales, and you agree to indemnify Company against any and all claims with respect thereto.

D. You shall receive statements as to your share of Gross Receipts, and such monies credited to you within sixty (60) days after the end of each calendar quarter for each such preceding quarterly period. Statements are to be posted via the Symphonic Distribution Royalty Portal. Once payment has been posted, you will be paid when you reach a revenue threshold of \$200 NET and will be responsible for any bank fees or other charges related to such withdrawals. Any objection relating to any accounting statement or any legal claims arising therefrom must be made (and any lawsuit commenced) no later than one (1) year after the date the statement is initially sent to you, and you waive any longer statute of limitations that may be permitted by law.

E. The Gross Receipts pertaining to your material may be held by Company in an interest bearing account. Company may, in its sole discretion, retain all interest earned on the Gross Receipts or pay to you all or a portion of such interest.

F. In the event that Company has, in its good faith discretion, reason to suspect that any Song submitted by you to Company is not in compliance with the terms of section 4 below, or if Company is presented with a claim of infringement of copyright, trademark, right of publicity or other intellectual property right, or failure to comply with any third party license requirement or any other claim which, if true, would constitute your breach of, or non-compliance with, any of your representations, warranties and agreements hereunder, you agree that Company may discontinue the posting of your share of Gross Receipts and block your ability to otherwise withdraw funds therefrom until satisfactory resolution of the matter is obtained. Furthermore, you agree that you will forfeit such revenues if Company determines that they are the result of infringement or fraud.

G. If Company, in its reasonable discretion, determines that any infringing or fraudulent activities may have been caused by your or your affiliates acts or omissions, any costs incurred by Company (including legal fees and expenses) in connection therewith may, in addition to other remedies, be deducted by Company from any monies otherwise payable to you by Company. Furthermore, if in Company's reasonable business judgment it elects to engage an attorney to review and/or respond to a claim of fraud and/or infringement with respect to a Song(s), Company shall, in its sole discretion, have the right to deduct from NET proceeds or charge your Payment Method (defined in section 5(b) below) a minimum of Three Hundred Dollars (\$300) to offset the costs of associated legal fees and expenses.

### **3. THIRD PARTY OBLIGATIONS.**

You shall be solely responsible for the payment of all compensation due songwriters, licensors, income participants and other third parties to whom you are obligated to pay a portion of the income from any of the Songs. You warrant and represent that all such songwriters, licensors, income participants and other third parties to whom you are obligated to pay a portion of the income from the Songs shall look solely to you for any such payments and you hereby agree to indemnify Company and hold Company harmless from and against any and all claims, demands or actions by any such songwriters, licensors, income participants and other third parties for any such payments in accordance with the indemnification provisions of the Agreement.

#### **4. WARRANTIES AND REPRESENTATIONS.**

You warrant and represent that you are at least eighteen (18) years of age and that all of the Songs, including, without limitation, any interpolated third party material embodied therein, metadata and any other materials furnished by you to Company or relating to the Songs are owned or controlled by you and the use thereof as described or contemplated herein shall not infringe on the copyrights, trademark rights, publicity rights or other rights of any person or entity; and that Company shall have the right to exploit same in any manner hereunder free from adverse claim and without any obligation to make any payment of any nature to any person or entity other than the amounts payable to you hereunder.

#### **5. COMPANY FEES.**

A. You shall pay Company a one-time, non-refundable fee in the amount of Seventy-Five Dollars (\$75.00) to cover Company's administrative expenses with respect to updating your catalog of Songs (the "Set Up Fee").

#### **6. ADMINISTRATION TERM/COLLECTION PERIOD/RETENTION PERIOD.**

A. The "Administration Term" of this Agreement shall be for an initial period of one (1) year, commencing on the date the Set Up Fee is received and processed by Company. After the initial period, the Administration Term shall automatically renew and extend for additional one (1) year periods unless you give Company written notice of termination at least sixty (60) days prior to the end of the period then in effect.

B. Company shall have the right to collect all income relating to the Songs earned prior to the beginning of the Administration Term, but not yet collected, as well as all income generated within the United States during the Administration Term for twelve (12) months and for eighteen (18) months ex. United States following the end of the Administration Term (or, if applicable, the extended Administration Term) solely in the event such income generated is not remitted to Company during the Administration Term.

C. Furthermore, you acknowledge and agree that for any Song in which Company's creative services team and/or a third party licensee secures a third party license (e.g., local cover versions of Songs, local print compilations of Songs; synchronization licenses of cover versions of Songs that were initially procured during the Administration Term), you hereby grant Company the exclusive right to continue its collection and administration rights for an extended retention period with respect to the applicable Song of three (3) years from the end of the Administration Term.

#### **7. MISCELLANEOUS.**

A. At Company's request, you shall execute and deliver to Company any documents needed regarding the rights of Company in the Songs, and if you fail to do so within ten (10) business days following Company's request thereof, Company may sign such documents in your name.

B. Concurrently with your execution of this amendment, you will supply Company with copies of any existing licenses or other agreements concerning the Songs. You further agree to notify Company of each recorded version of any Song during the Administration Term as soon as reasonably practicable after you become aware thereof. If and to the extent that you fail to provide to Company any of the materials and information referred to in this section 7(b), Company's rights in and to the Songs shall not be impaired as a result thereof. Company shall not be responsible for any non-collection of monies or lack of copyright protection with respect to the affected Song(s) that is the direct or indirect result of any such failure by you.

## **8. INDEMNIFICATION**

You hereby agree to indemnify, hold harmless and defend Symphonic Distribution, LLC, its agents, officers and employees, and to indemnify, hold harmless, and defend TuneCore Digital Media, Inc., its agents, officers and employees, against any and all claims or suits arising from, or alleging, a breach by you of any of the representations, warranties or covenants made by you herein. Symphonic Distribution LLC will promptly notify you of any such claim or suit and, in addition to any other remedies available to Symphonic Distribution LLC under the terms of this Agreement or the law, Symphonic Distribution LLC may withhold all or any portion of payments otherwise due to you hereunder until such claim or suit has been fully resolved.