

Stem Distribution Terms & Conditions

This Agreement, between **Symphonic Distribution**, located at 707 N. Franklin St., Ste 400, Tampa, FL, 33602, USA and you (hereinafter referred to as "Client"), entered into this day of the current month listed on the agreement page of the current year listed on the agreement page. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, contains the following terms, agreed upon by both parties.

A. Background

Symphonic Distribution is a digital distributor aimed at delivering content from thousands of Clients (Artists & Record Labels) around the globe to partners located around the globe. This is an agreement between Symphonic and a prospective Client interested in Symphonic Distribution's services. Pursuant to the terms of this agreement, Client has selected Symphonic Distribution to distribute content to Symphonic Distribution's list of partners specializing in the reselling / display of recordings for monetization through recording, mobile, and streaming platforms.

B. Symphonic's Obligations

Term. During the Term described below in Section H, Symphonic Distribution agrees to distribute and license Client's recordings to partners of any description that sell, distribute, transmit, stream, perform or otherwise exploit sound and/or audiovisual recordings by any and all means and media (whether now known or existing in the future) and to collect all income deriving there from. Symphonic Distribution shall (a) solicit and service the licensees, (b) secure the encoding of each Recording in format(s) required by the licensees, (c) process the delivery of the recordings to the licensees, and (d) collect amounts due from the Licensees for repayment to Client if the main Symphonic Distribution and Client account is over a pre-determined revenue threshold.

Marketing. Marketing such as Featured Placements on Partner Platforms, Mailing List Promotions, Blog Postings, and anything now existing or in the future are not guaranteed for any Client and/or for any release, brand name, and/or artist. This guarantee cannot be provided by any one entity and/or distribution company. Notwithstanding the above Symphonic Distribution places great emphasis on efforts to gain exposure for Client and its releases and will submit Marketing material sent in by Client per request as well as through its guaranteed Marketing offerings available per purchase. Client shall supply advertising and promotional material it wishes Symphonic Distribution to use, and Symphonic Distribution reserves the right to use additional marketing materials as necessary to promote and expose Client's material. Client may purchase individual Marketing packages and offerings directly from Symphonic Distribution. Each case is optional and not mandatory.

C. Distribution Rights

Exclusivity. Upon entering this agreement, Client reserves the right to choose which partners they would like to send each and every release to via the Symphonic Distribution Content Portal. Each partner is pre-approved and under agreement by Symphonic Distribution. Such authorizations shall be exclusive and Symphonic Distribution will distribute recordings to each and every partner signed (whether now known or existing in the future). Client must list any direct deal and/or partner they wish to exclude from distribution at the end of this agreement. Failure to report direct accounts will result in Symphonic Distribution holding Exclusive Distribution rights to that said partner for the remainder of the term. Client shall not, during the Term hereof, license any recordings for any uses (other than third party exceptions for physical distribution, synchronization licenses as described in Section M). Client may not directly contact, solicit and/or engage in business with Symphonic Distribution partners, for the duration of the term and must communicate any request to Symphonic Distribution. Client also agrees that they will not sign an agreement, solicit and/or engage with any other distributor specializing in digital distribution for the duration of the term. Without limiting the generality of the foregoing, it is understood that the Licensees may re-sell the recordings directly to consumers, as well as by way of syndication from their servers to other sellers and by way of linking, co-branded sites and the like. Client is permitted to enter into contractual or other obligations with outside partners, including the continuance of pre-existing relationships with outside partners established prior to this Agreement. Any and all pre-existing relationships with outside digital distribution partners are to be disclosed to Symphonic Distribution at the time of entering into this Agreement and to be listed towards the end of the Agreement. Further, Client agrees that he or she will not contact, solicit or engage any outside digital distribution partner for the monetization of music without prior written consent by Symphonic Distribution.

Penalty. Failure to comply with notice requirements and the terms as listed in this section are subject to penalties listed in section I, below.

D. Territory

All of the foregoing authorizations shall extend worldwide (the "Territory"), subject, to any artist-related, territorial or other contractual restrictions to which Client is bound but only as to which Client gives Symphonic Distribution prior notice hereunder. Further, and notwithstanding the foregoing, physical distribution of pre-manufactured audio product (i.e., vinyl records, cassettes and CD's) through normal retail channels is not included in this agreement.

E. Master Recordings & STEMS

Master recordings (the "Recordings" herein) shall include all sound recordings and video recordings owned or controlled by the Client, Client's successors, assignees, subsidiaries or affiliates obtained or acquired during the Term, or Clients affiliated with Client. All Clients are required to own every piece of material distributed and are required to deliver their specific files, in this case, STEMS fully mastered and in the instructions provided.

F. Content Terms & Conditions

Copyright Ownership. You agree that all content (sound recordings, artist names, song names, stems, artwork, and/or anything now known or existing in the future) distributed by Symphonic Distribution, is fully owned and copyrighted by you, the Client, and/or is licensed legally with written permission in the form of an agreement with an outside party that has granted Client permission to distribute the content through Symphonic Distribution for all territories specified by the Client at the time of distribution. Client hereby agrees to not deliver anything through Symphonic Distribution that is not legally owned (artwork, sound recordings, artist names, song names, stems and/or anything now known or existing in the future). If any material contains audio recordings of any kind that are not cleared, licensed, and/or owned by the Client, Symphonic Distribution is exempt from all legal issues and/or wrongdoing and Client agrees to indemnify Symphonic pursuant to the terms in Section O, below. If additional issues occur, further action may be taken. Further, Client licenses its trademark to Symphonic Distribution during the Term for use in conjunction with the promotion of material and for trade purposes.

G. Fees, Terms, & Royalties

Term Length. The initial term of this agreement (the "Term") shall start on the date that Client signs this agreement and continues for two (2) calendar years from the date of signature.

Automatic Renewal. At the conclusion of the term, the agreement will automatically renew for an additional year if Client does not give written notice to Symphonic Distribution 15 days after the original agreement term concludes that they no longer wish to be distributed. Any change or addendum to the agreement effective after the term is to go into effect. At the conclusion of the term, Client may cancel agreement with Symphonic Distribution by notifying Symphonic Distribution, in writing, 30 days prior to the end of the Term. If client wishes to not renew their agreement within 15 days after the original agreement term, a separate Termination Agreement will be sent for signature and any remaining payment will be deposited to the client within 30 days. Takedowns of the content will occur across each of our partner platforms and may take up to 1 full year with no guarantee that the partner will proceed and approve the takedown of the product.

Fees / Royalties: No Sign Up Fee Required! This Option is yours for free with only a percentage taken out of royalties! Symphonic Distribution shall pay to Client eighty percent (80%) of all gross receipts received by Symphonic Distribution from its licensees deriving from the sales of all partners in our network.

Accountings: Symphonic Distribution shall render to Client an accounting report on a quarter annual basis, forty-five (45) days after quarter end, accompanied by payment of any amounts due. Any balance due under \$100.00USD NET (aggregated for all Licensees) shall be rolled into the following quarter and paid only when the balance exceeds \$100.00USD.

H. Payment

Symphonic Distribution will provide data given from partners into one lump sum payment to be paid to you quarterly. If a partner and/or royalties do not show for the partner, it is due to non-payment from a partner and/or that your material has not produced any revenue. Each and every partner will report royalties differently; thus Symphonic Distribution will do its best to provide as much information as possible. *For countries and/or individuals not accepting Pay Pal or USA checks*, we do have the ability to send payments via Xoom and/or Wire Transfers. Xoom fees differ by territory and are to be deducted from your royalties. Bank transfer fees are subject to a \$45.00 Wire Fee to be subtracted from your payment. The dates listed below are estimated dates when payment will be available for invoicing. A Report may be loaded previous to and/or after the dates below.

Dates When Payment Is Ready: Q1: May 10-20 / Q2: August 10-20 / Q3: November 10-20 / Q4: February 1-7
Quarter Schedule: Q1-Jan-Mar / Q2-Apr-Jun / Q3-Jul-Sept / Q4-Oct-Dec

In order to receive payment, Client must issue an invoice and/or payment request via the Royalty Portal when quarterly reports are available. Failure to submit a payment request prevents Symphonic Distribution from paying out any royalty whatsoever. Your username and password for the Symphonic Distribution Royalty Portal will be emailed to you after the delivery of this agreement to the Sales department of Symphonic Distribution.

I. Confidentiality

Non-Disclosure. The parties recognize that, in the course of dealings pursuant to this Agreement, the parties shall be privy to confidential information. The parties further acknowledge that the confidential information constitutes valuable, secret, special, and unique assets of Symphonic Distribution and possibly relating to Client. The parties covenant and agree that, during the term of this agreement, and at all times thereafter, they will not disclose the other party's confidential information to any person, firm, corporation, association, or other entity for any reason or purpose without the express written approval of the other party. Client agrees that it shall instruct its attorneys, accountants and other professional advisors to hold in confidence and not communicate, transmit, publish, disseminate or otherwise disclose any of the terms and conditions of this agreement or any information regarding Symphonic's business learned in the course of dealing or performance hereunder.

Information not Considered Confidential. "Confidential information" shall not include information which (i) at or prior to the time of disclosure was known to or independently developed by Client, except to the extent unlawfully appropriated by Client; (ii) At or after the time of disclosure becomes generally available to the public through no wrongful or negligent act or omission on Client's part; (iii) Client receives from a third party without breach of any legal obligation; or (iv) Is required to be disclosed pursuant to any statute, regulation, order, subpoena or document discovery request (as to which Client shall give Symphonic prompt notice).

Confidential Information. "Confidential information" includes all information, whether or not reduced to written or recorded form, that is related to the parties hereto and that is not generally known to competitors nor intended for general dissemination, including but not limited to: (i) customer lists, contact information, accounts and records pertaining thereto; and (ii) prospect lists, pricing information, customer profiles and purchasing histories, and all other types of written information customarily used by Symphonic or available to Client. The parties covenant to maintain the confidentiality of this information notwithstanding those employees of either party may have free access to the information for the purpose of performing their duties hereunder, and notwithstanding that employees and contractors who are not expressly bound by agreements similar to this agreement may have access to such information for job purposes. The parties acknowledge that it shall not be necessary to mark such information as "confidential," nor to transfer it by confidential envelope or communication, in order to preserve the confidential nature of the information.

Non-Compete Clause

Client agrees that they are under an Exclusive Digital Distribution Agreement for the monetization of music and may not enter into any other digital distribution agreement, solicit or engage another company for all of the services offered by Symphonic Distribution while still within the Term of this Agreement. It is the responsibility of a Client to notify Symphonic Distribution of pre-existing relationships with any third party.

J. Non Solicitation

Client shall not during the term of this agreement, nor after the expiration and/or termination of this agreement, whether such termination is by Client or Symphonic, voluntary or involuntary, with or without cause, directly or indirectly solicit, encourage, convince, assist, or otherwise facilitate or cause any person or entity who was a client or customer of Symphonic at any time during the term of this agreement and/or any account brought to Client by Symphonic, including, without limitation, i) eliminate, reduce, or otherwise affect the business that they transact or may transact with Symphonic; ii) transact any business with any competitor or potential competitor of Symphonic. Client acknowledges and agrees that this provision shall survive the termination of this agreement, and that this provision shall be enforceable by injunctive relief. Injunctive relief shall not, however, be Symphonic's exclusive remedy in the event of such breach.

K. Third Party Obligations

Royalties. In connection with exploitation of the recordings contemplated hereunder, Client shall be solely responsible for (a) all record royalties due to artists, producers and other persons who performed in the making of the recordings and other royalty participants, (b) all royalties due to any party as a result of samples included in the recordings (c) all payments that may be required under collective bargaining agreements applicable to Client and its affiliates, and (d) all music publishing licenses and royalties including synchronization and digital mechanical licenses and royalties.

L. Warranties

Client Warranty. Client warrants and represents that: 1) it has the right and authority to enter into this agreement and to grant to Symphonic all rights specified; 2) all of the recordings, artwork, metadata, videos and any other materials both now known or delivered in the future by Client to Symphonic or relating to the recordings are owned or controlled by Client and shall not infringe on the copyrights or other rights of any person or entity; 3) it has not granted and will not grant to any third party any rights that are inconsistent with those granted to Symphonic herein, and 4) that Symphonic shall have the right to exploit same in all manners free from adverse claim and without obligation to make payments to any person or entity, other than the amounts due to Client.

Symphonic Warranty. Symphonic Distribution warrants and represents that it has the right and authority to enter this agreement and that its distribution activities and other services comply with all applicable laws.

M. Indemnity.

Each party shall defend and indemnify the other party (including its directors, members, officers, employees and other representatives) against any expenses or losses resulting from a third party claim of breach, or a claim which if true would constitute a breach, of any of the party's respective representations, warranties or agreements contained herein, including reimbursement of reasonable attorneys' fees and litigation expenses. The indemnified party shall give the indemnifying party prompt notice of any claim and, if the indemnified party so requests, the indemnifying party shall defend the indemnified party at the indemnifying party's expense with counsel approved by the indemnified party (which approval shall not be unreasonably withheld or delayed). Any settlement shall be subject to the indemnified party's prior written approval. If a claim is made, Symphonic shall have the right to withhold payment of royalties and distributions until matter is resolved.

N. Governing Law

Florida law shall govern this agreement and all questions pertaining to its validity and construction shall be determined in accordance with the laws of the State of Florida. The parties hereby grant to the U.S. District Court for the Southern District of Florida exclusive jurisdiction to hear any disputes arising out of or relating to this agreement. The fulfillment of Client's obligations is integral to the success of Symphonic's business dealings, and Symphonic shall be entitled to injunctive relief to enforce the provisions. Injunctive relief shall not, however, be Symphonic's exclusive remedy in the event of such breach.

O. Interpretation & Severability

This Agreement embodies all of the representations and terms between the parties. If any provision of this Agreement is deemed invalid, the remaining text and/or enforceability of any other provision shall stand unaffected. The paragraph headings and designations used throughout this agreement are solely for convenience and reference and shall in no way be taken to limit or extend the natural and proper construction or meaning of the language employed within the paragraph.

P. Attorneys' Fees

In the event of a dispute concerning the terms of this agreement, or arising out of the employment relationship created by this agreement, the prevailing party shall be entitled to recover, in addition to any other remedy obtained, (a) all attorneys' fees incurred, regardless if the matter requires litigation; (b) costs and expenses of investigation and litigation, including expert witness fees, deposition costs (appearance fee and transcript charges), injunction bond premiums, travel and lodging expenses, arbitration fees and charges, and all other reasonable costs and expenses.

Q. Arbitration

The parties hereby waive any right to a trial by jury in the event of a dispute arising out of this agreement. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 90 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Arbitration Rules then in effect.

R. Amendment

Any change, modification or amendment of this agreement within the term may come in the form of writing and/or through a web based Terms & Conditions approval form to be approved by Client.

S. Other Important Provisions

Parental Advisory. The parties shall cooperate in implementing any applicable parental advisory labeling. It is understood that Client shall click "Explicit" while submitting their content if their material contains explicit material.

Notice Requirement. All notices hereunder shall be given by certified mail, return receipt requested, or by messenger or courier, to the respective addresses below:

Symphonic Distribution, Attn: Sales Department, 707 N. Franklin St., Ste 400, Tampa, FL 33602

Additional Fees. Partners may impose additional fees. Fees such as mechanical transactions, voided transactions, promotional expenses, and other fees may be taken out of your final payment. Symphonic will only disclose a Net To Label payment via the systems provided for checking and claiming of royalties.

Opportunity to Cure. Neither party shall be deemed in breach of this agreement unless the other party has given the breaching party notice, and the breaching party has failed to cure such breach within thirty (30) days after receipt of such notice. In no event shall any breach entitle either party to terminate this agreement or rescind the rights granted hereunder, but rather the aggrieved party shall only be entitled to damages reasonably related to the breach concerned and no penalty shall be awarded to either party.

Disqualification by Partner. If Client does not meet expectations on some of the partner platforms, it may be subject to disqualification by the partner. Classifications vary from partner to partner, but may include reaching a specific gross revenue every quarter and/or any other reason given to Symphonic Distribution that results in a breach of our terms with the partner. If disqualified by one partner, Client will **not** be disqualified and/or taken down by all remaining partners unless a breach of the terms of this agreement has occurred. Symphonic Distribution cannot guarantee exposure and/or approval to any partner platform.

Partner Agreements. Client hereby acknowledges that Symphonic Distribution has agreements with various partner platforms (whether now known or existing in the future) and adheres to each and every term & condition. Client will not act in breach of any of the terms & conditions deriving from any agreement between Symphonic Distribution and a partner platform. Client agrees that Symphonic Distribution is to not share any detail pertaining to an agreement with a partner due to Non Disclosure clauses in the signed agreements.

T. Content Related

Denial Of Content

Some partners may or may not place content (individual releases) via their platform. Symphonic Distribution guarantees delivery of content to all partners chosen via the Clients' Content Portal but does not guarantee placement of the recordings on any partner platform by the partner. Whether or not a partner processes the content is up to the partner. Symphonic Distribution and partners reserve the right to reject distribution of any recording at its discretion. With the over saturation of the music industry, many partners may choose to not place all or some content by a Client.

Process. An email will be delivered to the Client from Symphonic Distribution explaining all of the processes pertaining to each and every department, system, network and/or service of Symphonic Distribution for Client to begin operations. When submitting content through Symphonic Distribution, Client will agree to terms and conditions for each individual release that confirms the release is accepted and ready to be distributed to chosen partners. Each guideline noted as a requirement and suggestion is to be followed carefully by Client to prevent any and all issues from occurring.

Changes / Errors after Submission. Each and every Client should ensure that their material is correct prior to delivering to our Content Department for approval and delivery to partner platforms. Changes / Errors such as replacement of files, takedowns of products, changing of image covers, meta data fixes (spelling changes, etc.), and/or anything else related to a Client's release will be evaluated on case by case basis and may be denied by Symphonic Distribution and its partners. Client and any third party individual (artist, label owner, representative, and/or publisher) associated with the Change / Error is to communicate directly to Symphonic Distribution and must not reach out to any partner whatsoever. Failure to communicate directly to Symphonic Distribution may result in legal action and separate penalty fees. Symphonic Distribution will not guarantee that each and every partner will acknowledge and/or agree to any requested Change / Error described above.

Client Choice. Client has the right to deliver a release to all or some partners via the Symphonic Distribution Content Portal. Symphonic Distribution cannot guarantee that a partner will process a release on their brand platform if chosen by the Client.

Release Dates. Client agrees to deliver a release 2-3 weeks prior to the release date of the individual product to avoid delays and/or non-inclusion of a given product on a partner platform.

Content Schedules / Instructions / Suggestions. Symphonic Distribution will provide any additional notifications regarding Content Schedules, Instructions, and Suggestions to improve any of the pre-established processes via email and through any and all systems. Client acknowledges and hereby agrees to adhere to any content schedule, instruction, and suggestion given by Symphonic Distribution via those means.

Changes Made By Partners. Partners receiving releases from Symphonic Distribution hold the right to modify a genre, label name, release name, and/or anything else relating to the release if they feel the need to do so. Symphonic Distribution will distribute your material "As Is" and Client understands that the way the content is submitted is how it will be delivered to the partners with full knowledge that Symphonic Distribution will not alter and/or change anything on the submitted release.

Pricing. The price of your product may change at the request of Symphonic Distribution, Client, and Partner. All changes are to be made to benefit the product(s) associated.

Artwork. Client agrees to send cleared cover artwork as specified in previous sections of this agreement and also agrees to not include any third party logos of Partners Symphonic Distribution has agreements with and/or include website addresses in any area of the cover art whatsoever.

Copies of Submitted Content. Symphonic Distribution will not provide any copies of content submitted via its Content Portal platform. Any such request is to be made in written form and will be evaluated on a case by case with Client understanding that additional costs may apply.

Redeliveries, Takedowns, and Takedown Fees. Client agrees to provide Symphonic Distribution with replacement audio files if requested for the purpose of redeliveries of products. Client agrees that Symphonic Distribution may not host or hold the content (new releases, replacements, and/or takedowns) of a Client after a 1-year period and such redelivery, takedown, and/or anything else pertaining to a release will be evaluated and may be requested on a case by case basis. In the case of a complete catalogue removal, a fee of \$500 must be paid to Symphonic Distribution in order for the catalogue takedown to occur. If an individual release needs to be taken down for any error made by the Client and/or a legal dispute requiring the release to be taken down, a fee of \$50 must be paid to Symphonic Distribution for the takedown to occur and any additional legal fees may be charged. Symphonic Distribution is exempt from any issue pertaining to a label, artist, and/or release and will not be held liable for anything as written on possible cease & desist letters. Takedowns may take up to 1 year to complete.