

### AGREEMENT

This agreement, between Symphonic Distribution, Inc. located at 707 N. Franklin Street, 4<sup>th</sup> Floor Tampa, FL 33602 and (To be filled out via our online method), located at (To be filled out via our online method), (hereinafter referred to as “Client”) (collectively “Parties”), is entered into this (To be filled out via our online method), day of (To be filled out via our online method), the current calendar year.

1. Background. Symphonic Distribution, Inc. (“Symphonic”) is a music services company providing digital distribution and related marketing and other services. Symphonic aims to deliver content from Clients (artists, record labels, distributors, etc.) to Digital Service Providers (hereinafter “DSP”) located around the world that specialize in reselling/displaying of recordings through streaming, recording, and mobile platforms. Pursuant to the terms of this agreement, Client has selected Symphonic to exclusively distribute content consisting of client-owned sound and/or video to DSPs. The Parties have additionally entered into a Terms Summary, which is incorporated herein by reference and is shown on the first page of this Agreement. This agreement and the incorporated Terms Summary constitutes the entire agreement between the parties (collectively, the “Agreement”).

2. Distribution by Symphonic.

(a) Exclusivity. Client agrees that, except as may otherwise be specified in the Terms Summary, this Agreement is exclusive during the Term and throughout the Territory for the distribution of Client Content by Symphonic via any and all digital and electronic distribution means and media (whether now known or existing in the future). Client grants Symphonic the exclusive right to create digital and/or electronic copies and compilations, to distribute, to sell, to stream and to publicly perform, to sublicense and to otherwise exploit Client Content via electronic, digital and mobile platforms during the Term. Client shall not, for the Term hereof, license or attempt to license Client Content to DSP’s without prior written approval from Symphonic. Client may not directly contact, solicit and/or engage in business directly with DSPs during the Term. All pre-existing relationships with outside DSP’s related to Client Content are to be disclosed to Symphonic at the time of entering into this Agreement. During the Term, Client shall not itself make Client Content available via any electronic, digital or mobile platform or channel.

(b) DSPs. Symphonic agrees to distribute and license Client Content to DSPs that sell, distribute, transmit, stream, perform or otherwise exploit sound and/or audiovisual recordings by all means and media available, and to collect all income deriving there from. Symphonic shall (a) solicit and service the DSPs, (b) secure the encoding of each Recording in format(s) required by the DSPs, (c) process the delivery of the recordings to the DSPs, and (d) collect amounts due from the DSPs for repayment to Client, subject to the terms and conditions of this Agreement, including, without limitation, Client account royalty threshold requirements outlined in this Agreement. Symphonic does not guarantee the placement of Client Content on any particular DSP.

(c) Territory. The Universe (“Territory”).

(d) Publishing. This Agreement does NOT provide assignment of ownership in Client Content to Symphonic. Music publishing royalties may be paid to songwriters directly from Performing Rights Organizations (“PROs”) (i.e. ASCAP, BMI, SESAC), if the songwriter has properly registered their works and followed other procedures as dictated by the PROs.

(e) Publishing Administration. If publishing administration is desired by Client, the Parties may elect to enter into a separate agreement governing such services. Publishing administration is not contemplated in this Agreement.

(f) Synchronization Licensing. If synchronization licensing is desired by Client, the Parties may elect to enter into a separate agreement governing such licensing opportunities. Synchronization licensing, including royalties and other related material terms are not contemplated in this Agreement.

(g) Neighboring Rights Collection. If neighboring rights collection is desired by Client, the Parties may elect to enter into a separate agreement governing such collection opportunities. Neighboring rights collection is not contemplated in this Agreement.

(h) Marketing. Marketing, such as featured placements on DSP platforms, mailing list promotions, blog postings, and similar promotions (“Marketing Tools”) are not guaranteed for Client or for any release, brand name, and/or artist. Notwithstanding the above, Symphonic places great emphasis on efforts to gain exposure for Client via Marketing Tools connected with Client Content. Client shall supply advertising and promotional material it wishes Symphonic to use in connection with Client Content, and Symphonic will have the right to create and use additional, basic marketing tools as necessary to promote and expose Client Content.

### 3. Client Content.

(a) Client Content. All sound recordings, video recordings (both short-form and long-form), artwork and related metadata owned or controlled by Client, Client’s affiliates or companies acquired by Client, or with whom Client has merged, or from whom Client has obtained rights in/to Client Content, whether created prior to the effective date of the Agreement or at any time during the Term, unless otherwise specified on the Terms Summary. Upon review, certain short-form or long-form video recordings may require an addendum to this Agreement at Symphonic’s discretion.

#### (b) Delivery.

(i) SymphonicMS. Client shall deliver Client Content to Symphonic via its online Management System (“SymphonicMS”) simultaneously with execution of this Agreement. Client Content shall be delivered during the Term at Client’s own expense in first-class commercial quality, in compliance with the specifications stated on SymphonicMS and all marketing and related materials shall bear an appropriate copyright notice. Where applicable, Client shall provide administrative log-ins and access for digital or streaming channels. Delivery is complete when Symphonic provides written confirmation thereof. Denial of Client Content may occur for various reasons and as outlined in paragraph 12.

(ii) Delivery to/from Symphonic. Client is solely responsible for uploading Client Content to SymphonicMS for distribution. Symphonic does not obtain or secure transfer of Client Content from Client’s former distributor or other third parties. Upon the expiration or termination of this Agreement, Symphonic will no longer host Client Content on its servers and Symphonic is not responsible or obligated to transfer Client Content from Symphonic to Client or any third party.

(c) Modifications by DSPs. DSPs receiving releases from Symphonic may modify portions of Client Content (e.g: genre, artist name, release name) if in their reasonable business judgement they feel it is appropriate. Symphonic will distribute Client’s material “as is,” subject to minor modifications outlined above. Client understands that “as is” means that the Client Content delivered to Symphonic is delivered to DSPs in substantially the same form.

(d) Storage. Client acknowledges that he or she is solely responsible for storage and backup of Client Content on his or her own server(s) or devices. Symphonic may store specific files for distribution purposes but is not obligated or required to store Client Content. Symphonic is not obligated to provide Client with copies of Client Content in the event Client requests same.

(e) Updates (Redelivery, Mistakes, File Replacements). Client should use reasonable efforts to ensure that its material is correct and final prior to delivering to the Distribution Department for approval and delivery to DSPs. Requests for changes are to be submitted via SymphonicMS. Client may not reach out to any DSP directly. Symphonic cannot guarantee that any DSP will acknowledge or agree to any requested change(s). Client agrees to provide Symphonic with replacement files, if requested, for purposes of re-delivery. For the avoidance of doubt, the provisions of this paragraph 3(f) and paragraph 3(e) above do not, and shall not be deemed to, impose or impart any storage, backup or retrieval obligations on Symphonic with regard to Client Content.

(f) Takedowns. In the event that Symphonic takes down any Client Content for any reason, the following will apply: in the event Symphonic receives a takedown request from a DSP or other third party due to a copyright or trademark infringement notice, Symphonic will charge a US \$20 processing fee per release. Further, in the event that a takedown occurs due to violation based on Client's actions, omissions or violation herein, including infringement of any third party's intellectual property (a "Claim"), Client further agrees to reimburse Symphonic for attorneys' and/or other miscellaneous legal fees and any damages or settlement payments resulting from such incident or Claim. A Claim under this paragraph is also subject to the notice periods in Sections 10 and 11.

(g) DSP Specifications. Each DSP has a different standard or requirement for Client Content. Symphonic agrees to use commercially reasonable efforts to assist Client to meet each DSP's requirements. However, Client agrees that Symphonic cannot guarantee approval and exposure by any or all DSPs. Rejection by one DSP does not mean another DSP will reject Client Content.

4. Term. Unless otherwise specified in the Terms Summary, the term of this Agreement will be for a period commencing on the Effective Date and ending on the later of (i) three (3) years from the Effective Date, and (ii) the last day of the monthly accounting period following such date on which your Royalty account becomes fully recouped hereunder (the "Initial Period"). After the Initial Period, this Agreement will auto-renew under the same terms and conditions as are applicable during the Initial Period for successive three (3)-year periods (each, a "Renewal Period") until a party terminates the Agreement as provided herein. Either party may terminate this Agreement by giving written notice ("Termination Notice") to the other party no later than ninety (90) days prior to the end of the then current period. The effective date of such termination after Termination Notice will be the expiration of the then current period. The Initial Period and Renewal Period(s), if any, are collectively referred to as the "Term." Written notice will be considered sufficient when received via our online help center or at the address and method outlined in Section 17. Notwithstanding the foregoing, if either party sends a Termination Notice and Symphonic has not recouped any and all Advances (as defined below) paid hereunder as of the last day of the then applicable period, then the Term shall thereafter automatically renew on a month-to-month basis until the last day of the month in which either (i) your Royalty account becomes fully recouped hereunder, or (ii) you repay to Symphonic an amount equal to one hundred percent (100%) of your un-recouped balance.

## 5. Fees, Royalties and Accounting.

(a) Label Royalty Details (all fees in US dollars). Client must make the Threshold (as stated in Terms Summary) as of their last Royalty Statement posting for Client to claim payment (download and streaming providers). Royalties mean those royalties actually received by Symphonic from DSPs, less DSP Fees and the royalty percentage specified in the Terms Summary.

(b) Royalties. All Royalty-related rates, including “Threshold” requirements, are also available online. Payments are made in US dollars. For the purposes of this Agreement, “Threshold” means that Client must generate a specific amount of accumulated royalties as outlined in Terms Summary to be eligible to claim payment. Failure to reach the Threshold will result in non-payment, and the unpaid royalty amount will accumulate each month until Threshold is met and at which time, Client can request payment.

(i) Calculation. Subject to recoupment of any and all Advances (as defined below) paid hereunder, Royalties are calculated by the DSP platform upon which the Client Content appears and are processed in accordance with the exchange rates provided by DSPs to Symphonic or the exchange rate listed on the day the DSP reports to Symphonic. Royalties may vary based on type of content, territory, subscription rates, or time of year. In most instances, royalties are generated by content downloads and streaming. If a DSP does not appear on Client’s royalty statement (“Statement”), the Client Content did not generate any royalties from that DSP during that Statement period or the DSP has not yet paid royalties for that period. Client may view posted Statements on SymphonicMS.

(ii) Mechanical Royalties received directly from DSP. Client hereby acknowledges that in the United States, mechanical royalties for digital sales may be paid by DSPs: (1) directly to the music publishers/writers, or (2) an all-in payment to Symphonic, which includes any fees due to Symphonic. When Symphonic receives the mechanical royalty as part of the fee due from DSPs or others, Symphonic shall identify in the relevant Statement(s) the amount of the payment that comprises the mechanical royalty. The royalty agreed to in Terms Summary will then be payable to Client. Without limiting Client’s representations, warranties and indemnities under this Agreement, Client acknowledges and agrees that as between Client and Symphonic, Client remains solely responsible for paying any mechanical royalties due to third parties in connection with the exploitation of Client Content by Symphonic pursuant hereto.

(iii) Real-time Streaming and Sales Trends. In some instances, Client may have access to a module showing “real-time” daily streaming and/or sales trends related to Client Content. This data, as mostly generated by third parties, is an estimate and is in no way a guarantee of the royalties that will be reported by DSPs or paid to you. Client acknowledges that the sale and digital exploitation of Client Content is a highly speculative business, that Symphonic makes no guarantee as to the ability of Client’s Content to generate royalties or the degree of sales or exploitations of Client Content.

(iv) Monthly Accounting/ Payments. Symphonic shall compute and report the total royalties earned by Client on a monthly basis. A schedule of when the Royalty Statements are posted and approximate payment dates for the postings are located in the Help Desk and the SymphonicMS. Royalty Statement reports are available electronically to Client via SymphonicMS approximately 60-70 days after a reporting month ends (“Monthly Submission Date”). For example, January reporting will occur at the end of March, February reporting at the end of April, and so on.

(A) Statements. The Statement will include details and total royalty amounts payable to Client, if any. Statements posted may include both the immediate previous month and additional previous months. Symphonic cannot guarantee timely reporting and payment by all DSPs and thus, Symphonic Statements will include payments only for DSP payments Symphonic has received. Solely by way of example, some DSPs report to Symphonic on a quarterly basis. Client acknowledges and agrees that Symphonic will have no liability for DSPs’ late or otherwise untimely reporting or payment.

(B) Payment. In order to receive payment, Client must issue a payment request via SymphonicMS when royalty statements are available. Symphonic shall issue payment to Client within ten (10) business days of receipt of the payment request. Client is required to identify the payment method within SymphonicMS (ACH, wire, PayPal, etc.) and in some instances, additional fees may apply for certain payment methods. Failure to provide payment details or submit a payment request through SymphonicMS prevents and/or delays Symphonic from paying any royalty to Client.

(C) Statement Delay by Symphonic. Client shall promptly advise Symphonic if he or she has not received a Statement. Upon notification, Symphonic shall investigate and/or correct the situation, as appropriate. In no event shall Symphonic be deemed in breach of its payment obligations under this Agreement if Client has not received payment or a Statement by the Monthly Submission Date.

(D) Statement Delay by DSPs. Should a statement not be given to Symphonic from a DSP in a reasonable amount of time, Symphonic will not be deemed in breach of contract for providing a statement on behalf of a DSP. Symphonic will use its reasonable efforts to report any DSP that has yet to provide a statement on a monthly basis. This report and notice will be accessible via the Help Desk and SymphonicMS system.

(E) Tax Details. Symphonic conforms to United States IRS-issued guidelines. Client must confirm Client's tax residency status by submitting Form W-9, Request for Taxpayer Identification Number and Certification (for U.S. citizen and residents), or Form W-8BEN, Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (individuals) (for non-U.S. residents) digitally, via SymphonicMS. Tax details can be viewed or edited by Clients in the SymphonicMS. Tax details must be filled out fully and correctly prior to Client claiming and receiving payment. Symphonic Distribution will, in some cases, reach out for additional information as needed. For clients in the US, by January 31 of the following calendar year, Symphonic will provide Form 1099-MISC (US Domestic). For clients outside the US, by March 15 of the following calendar year, Symphonic will provide Form 1042-S with the applicable withholding rates according to tax treaties that the US has entered into with various other countries. Client and Symphonic each have the status of an independent contractor, and nothing in this Agreement contemplates or constitutes one party as agent or employee of the other or a partnership relationship between Client and Symphonic. Symphonic will not deduct any payroll-related taxes from any payments to be made to Client under this Agreement. Client acknowledges that Client is solely responsible for the payment of all taxes with respect to income earned by Client pursuant to this Agreement.

(F) Additional DSP Fees. DSPs may impose additional fees that are outside of Symphonic's control. DSP Fees may be deducted from royalties payable to Client (e.g. for voided transactions, promotional expenses, and publishing withholding, without limitation).

(c) Notwithstanding anything to the contrary contained in this Agreement, any and all amounts paid by Symphonic to you, on your behalf or at your direction will constitute Advances and be fully recoupable from all Royalties payable to you hereunder. For purposes of this Agreement, the term "Advance" means a prepayment of Royalties payable to you. Symphonic may recoup Advances from all Royalties to be paid or accrued to you pursuant to this Agreement.



6. Audit. All royalty statements shall be binding upon Client and not subject to objection by Client unless specific objection is made in writing, stating the basis thereof, and provided to Symphonic within six (6) months from the Monthly Submission Date. Client shall have six (6) months from each Monthly Submission Date to have a certified public accountant who is licensed in the US and not then engaged in an outstanding examination of Symphonic's books and records on behalf of a third party, conduct an inspection of Symphonic's books and records specifically relating to the DSP's licenses to exploit Client Content and Client's sales and payment activity. For avoidance of doubt, Client will have access only to those records of DSPs and retailers relating to Client's Content (i.e. not including other client reporting information). Such inspection shall take place at the location where Symphonic normally keeps such books and records and shall be conducted during normal business hours. All such inspections shall be made upon prior written notice to Symphonic at least thirty (30) days prior to the date Client intends to conduct such inspection. Client may only inspect records relating to each royalty Statement once and may only conduct such an inspection for any period once per calendar year. Symphonic shall have the right in accounting to Client to rely upon the statements received by Symphonic from DSPs and/or third parties and shall not be liable in any manner whatsoever for any error, omission, or other inaccuracy of any such statement(s) or information received by Symphonic, provided Symphonic does not know or has no reliable business reason to know of an error, omission, or other inaccuracy in such third party statement or information. Client shall be precluded from maintaining any action, claim or proceeding against Symphonic in any forum or tribunal with respect to the accuracy of any statement rendered hereunder, unless such action claim, or proceeding is commenced in a court of competent jurisdiction within one (1) year from the date that the applicable statement is due.

7. Third Party Obligations. Client shall be solely responsible for payment to its affiliated artists, licensees, producers and other persons responsible for any recordings distributed under this Agreement. Client shall also be responsible for payments related to collective bargaining agreements, third-party licenses, music publishing licenses and other royalties pertaining to Client Content. For the avoidance of doubt, in connection with the exploitation of Client Content under this Agreement, Client shall be solely responsible for any obligations or liabilities to third parties related to such exploitation.

8. Intellectual Property Ownership. Client warrants and represents that it owns and/or controls all rights in and to all Client Content provided to Symphonic (including but not limited to masters, videos, sound recordings, artist names, song names, artwork and images) and that it owns and/or controls all rights necessary to grant the rights set forth in this Agreement. Client also guarantees that it has secured written permission from any and all third parties whose performances and/or contributions are embodied in Client Content. Client will not deliver any Client Content to Symphonic which is not owned and/or controlled by Client. If any portion of any material delivered to Symphonic hereunder contains content not owned and/or controlled by Client, and such material is subject to a third party claim, Client will indemnify and hold Symphonic harmless in accordance with the terms in Section 10. Client further grants Symphonic a license to use Client's copyrights, trademarks, names and likenesses during the Term and throughout the Territory for use in conjunction with the distribution and promotion of Client Content.

9. Termination and Breach.

(a) Client Content Remaining. Upon termination of this Agreement, Symphonic will actively seek takedowns for previously-distributed Client Content. However, Client acknowledges that licenses granted by Symphonic to DSPs may remain in force for a time period after the termination of this Agreement. Accordingly, Symphonic will not be subject to any liability for previously-distributed Client Content which remains with DSPs or third parties.

(b) Payments. Upon expiration or termination of this Agreement, all royalties received by Symphonic for the Content will continue to be subject to the payment provisions outlined in Section 3 above. Upon completion of the month following expiration or termination, Symphonic will issue a final Statement to Client with all royalties earned/accumulated for which Symphonic has received such information from DSPs. In the event additional royalties accumulate in Client's account following the final Statement, Symphonic will provide any applicable statement(s) to Client on a monthly basis and only at the written request by a client until no royalty payments remain. The final payment is made during the next regularly-scheduled monthly payment cycle and payments are not expedited following termination or cancellation. No act or omission of Symphonic shall constitute breach of this agreement unless Client first notifies Symphonic in writing setting forth such alleged breach and Symphonic does not cure the same, if capable of being cured, within thirty (30) days after receipt of such notice.

(c) Symphonic Rights to Terminate. Regardless of other termination provisions, Symphonic reserves the right to terminate this Agreement anytime for any reason immediately upon written notice to Client. Grounds for termination may include, but are not limited to, disruption of or threat to Symphonic's business or relationships with DSPs, misconduct, improper manipulation of sales or streams, violation of another person's intellectual property, or breach of the terms of this Agreement.

(d) Breach of Exclusivity/ Right to Cure: If Client fails to abide by the exclusivity provisions set forth in this Agreement, it will be considered a breach of this Agreement, subject to a twenty (20) calendar day opportunity to cure such breach. If Client fails to cure such breach within twenty (20) calendar days of notification of same, in addition and without prejudice to all of Symphonic's other available rights and remedies at law and in equity, Symphonic will have the right to terminate this Agreement immediately upon notice at the sole discretion of Symphonic. For the avoidance of doubt, termination by Symphonic shall be a non-exclusive remedy for any breach of the exclusivity provisions by Client and nothing contained in this paragraph 9(d) shall preclude Symphonic from pursuing any other remedies available to Symphonic in the event Client fails to abide by exclusivity provisions contained herein.

(e) Attorneys' Fees. In the event of a dispute concerning the terms of this Agreement, the prevailing party shall be entitled to recover reasonable outside attorneys' fees and costs incurred in such dispute.

(f) Illegal Boosting. Use of bots, third party tools, so-called "juicing" or any artificial method of fabricating or boosting the amount of Client Content streams is prohibited. If Symphonic suspects or learns that Client is engaging in this activity, Symphonic will withhold all funds related to Client Content that is the subject of such activity, until a resolution is reached wherein Symphonic's investigation determines that Client has not engaged in the prohibited activity and that Client is entitled to such funds.

(g) Copyrights/ Content Disputes. In the event that Symphonic receives a notice or claim of copyright, trademark or other legal-related dispute pertaining to Client Content, Symphonic will be entitled to withhold royalties otherwise allegedly payable to the Client and related to such Client Content until the matter is concluded in a way where Client is determined to be the rightful copyright owner. Client further acknowledges that Symphonic cannot control the length of any dispute.

(i) If Symphonic receives a copyright or trademark infringement or other legal notice from third parties or Partners regarding Client Content, Symphonic will notify Client. If Client does not respond within three (3) business days of Symphonic's notification of Client, Symphonic may issue and/or authorized takedowns for any affected Client Content. Further, in the event Symphonic issues takedowns related to any Client Content as a result of such notice, Symphonic will charge a \$20 USD fee per release subject to takedown.

(ii) In addition to the above, Symphonic may request documentation to support the ownership of material from the Client at any time. Failure to provide documentation within three (3) business days of Symphonic's request for same may result in non-payment of royalties, takedown of content, and immediate closure of Client's account, all at Symphonic's election.

10. Action and Indemnification.

(a) Symphonic shall have the right, but not the obligation, to prosecute, defend, settle and compromise all suits and actions respecting Client Content, and generally to do and perform all things necessary concerning such activities and the copyrights therein, and to prevent and restrain the infringement of copyrights or other rights with respect to Client Content. In the event of the recovery by Symphonic of any monies, such monies shall be divided between Symphonic and Client in the same royalty split shares as provided in Section 3 above, after first deducting all reasonable outside attorneys' fees and expenses incurred by Symphonic, if any, in connection with collecting such monies.

(b) Each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party and its affiliates, their respective officers, directors, employees, and agents ("Indemnified Party") from and against any and all losses, liabilities, claims, obligations, costs, and expenses (including reasonable outside attorney's fees) which result from or arise in connection with or are related in any way to a breach by the Indemnifying Party of any of its representations and warranties in this Agreement. If a third party asserts a claim or allegation which, if proven, would constitute a breach by the Indemnifying Party of any of its representations, warranties, covenants and or obligations under this Agreement, the Indemnified Party shall promptly notify the Indemnifying Party in writing. The Indemnifying Party shall have the right at its own expense to participate in the defense thereof with counsel of its own choosing, provided however that the Indemnified Party's decision in connection with the defense or settlement of any such claim or demand shall be final. No Indemnified Party shall effect any settlement of any pending or threatened proceeding with respect to which indemnity could have been sought under this Agreement by the Indemnified Party without the prior written consent of the Indemnifying Party, which such consent shall not be unreasonably withheld or delayed. This obligation shall survive the termination of this Agreement.

(c) Client shall indemnify Symphonic, its officers, directors, employees, and agents from and against all third-party claims, actions or demands against Symphonic for use of Client Content as granted in this Agreement, including, without limitation, for any claim that Client Content may constitute infringement of copyright and/or trademark, and violate rights of privacy and/or publicity.

(d) In the event of any dispute surrounding the distribution of Client Content under this Agreement, Symphonic will freeze any royalty payments otherwise payable to Client until the matter is resolved. During the freeze, royalties may continue to accumulate in client's account due to Client Content remaining on DSPs' platforms, but any payments will be held until final resolution. Client shall notify Symphonic immediately if Client receives any notice or claim related to Client Content.

11. Brand Change of Ownership or Assignment. If Symphonic or Client's Company (if applicable) is sold, assigned or otherwise changes ownership, this Agreement may be assigned to the new owner. The changing party shall notify the other party of any change within thirty (30) days of change, provided that any inadvertent failure by Symphonic to do so will not constitute a breach of this Agreement or derogate from Symphonic's rights hereunder. This Agreement shall be binding upon and inure to the benefit of the parties' respective assigns, successors, heirs, and legal representatives.



12. Denial of Client Content.

(a) Denials. Symphonic and/or DSP may deny any Client Content for the following reasons: (i) if, in the opinion of Symphonic and/or DSPs, such distribution might violate a statute, law or regulation, or violate any rights of any persons or entities, including suspected violation of the intellectual property of another, (ii) Symphonic and/or DSP believes that its distribution of any of Client's recordings hereunder would constitute a breach by Client of any of Client's agreements, warranties or representations contained herein or if Symphonic and/or DSP reasonably deems the recording or the associated artwork to be offensive to reasonable standards of public morals, or (iii) the submitted recording does not comply with the current specification stated on SymphonicMS. Notwithstanding the preceding sentence, in the event the objectionable material is later eliminated or the source of objection is removed, Client may resubmit recording to Symphonic for review and possible distribution hereunder.

(b) Scandalous Material. Symphonic will not distribute scandalous, illegal, hateful, highly objectionable or offensive material. Symphonic and DSPs reserve the right to reject or retract distribution of any Client Content at its discretion.

(c) Parental Advisory. The parties shall cooperate in implementing any applicable parental advisory labeling. It is understood that Client shall use reasonable efforts to click "Explicit" while submitting their content if, to their knowledge, the material contains explicit material. Please note that explicit material is different than, and may not arise to, scandalous material.

13. Confidentiality. Client acknowledges that it may come into contact with Symphonic's confidential information, such as valuable, secret, special, and unique assets or business practices, including those learned in the course of dealing or performance hereunder. Confidential information includes Symphonic's customer lists, royalty data and reports, marketing and financial tools, pricing information, business plans, relationships, and agreements between DSP and Symphonic (collectively the "Confidential Information"). Client covenants and agrees that, during the Term, and all times thereafter, it will not disclose the Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose without the express written approval of Symphonic, except to its attorneys, accountants and other authorized representatives (collectively the "Authorized Agents"). Notwithstanding anything to the contrary contained herein, disclosure of Confidential Information may be disclosed as required by law or by a court, governmental agency or legislative body after providing Symphonic with notice of the potential disclosure. Nothing in this provision shall prohibit either party from disclosing the terms of this Agreement to Authorized Agents.

14. Client Responsibility. Client will be solely responsible for ensuring that Client Content and account details are correct and updated in the SymphonicMS at all times.

15. Client Warranty. Client warrants and represents that: (a) it has the right and authority to enter into this agreement and to grant to Symphonic all rights specified hereunder; (b) all of the recordings, artwork, metadata, videos and any other materials delivered by Client to Symphonic are owned or controlled by Client and Symphonic's use and exploitation of such materials, as authorized and contemplated hereunder, shall not infringe on the copyrights or other rights of any third person or entity; (c) it has not granted and will not grant to any third party any rights in connection with Client Content that are inconsistent with those granted to Symphonic herein, and (d) that Symphonic shall have the right to exploit same as authorized under this agreement without obligation to make payments to any person or entity, other than the amounts due to Client pursuant to the express terms hereof. Symphonic warrants and represents that it has the right, power, and authority to enter into and fully perform this Agreement and all of its obligations under this Agreement.

16. LIABILITY LIMITATIONS; WAIVER OF JURY TRIAL.

(a) EXCEPT FOR CLIENT'S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING LOST RIGHTS, PROFITS OR GOODWILL, BUSINESS INTERRUPTION, REPUTATIONAL DAMAGE AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE, NON-PERFORMANCE OR BREACH OF THIS AGREEMENT.

(b) EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY DISPUTE RELATING TO OR ARISING OUT OF THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE, EACH PARTY KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE HAD TO A TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE.

17. Notice Requirement. All notices hereunder shall be given to the following addresses pursuant to the mail methods below and with a copy via email at addresses indicated.

To Symphonic:

Symphonic Distribution

707 N. Franklin Street, 4<sup>th</sup> Floor, Tampa FL 33602

and Copy to: [support@symdistro.com](mailto:support@symdistro.com)

To Client

(At the address provided to Symphonic in the SymphonicMS.)

Any notice shall be sent postage prepaid, either by certified mail, return receipt requested (and in the case of notices sent to or from a location outside the United States, by air mail), or by personal delivery (with a receipt signed by Symphonic or Client, as applicable) or air express (e.g., Federal Express, DHL or any other similar type of first class overnight courier service that give the sender of proof of delivery) and shall be deemed served when the same is deposited in any United States mail box addressed as aforesaid, except that (a) all materials personally delivered shall be deemed served when received by the party to whom addressed, (b) overnight air express materials shall be deemed served the next business day after delivery to the air express company, (c) notices in connection with change of address shall be effective only from the date of written receipt, and (d) royalty statements shall be sent as set forth in Section 3.

18. Amendment. Any change, modification or amendment of this agreement within the Term must be in writing and signed by both parties and/or through a web-based SymphonicMS Terms & Conditions approval form.

19. Interpretation and 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 enforceability of any other provision shall stand unaffected. The paragraph headings and designations used throughout this Agreement are solely for convenience and reference.

20. Governing Law and Jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any and all disputes in connection with this Agreement shall be brought exclusively in federal or state courts located in New York County, New York.

### TERMS SUMMARY

1. Royalties: 85% of Royalties actually received by Symphonic will be paid to Client, subject to the terms and conditions of the Agreement. Client must achieve Threshold for payment.
2. Threshold: \$100 USD accumulated in Client's account required to claim payment.
3. Term: Initial term of three (3) years from date of the Agreement with auto-renewals for additional consecutive three (3) year periods, all subject to the terms of the Agreement.
4. Exclusivity: The Agreement is exclusive throughout the Territory and during the Term for all Client Content.
5. Territory: Worldwide.
6. Client Content: All sound recordings, video recordings (both short-form and long-form), artwork and related metadata owned or controlled by Client, Client's affiliates or companies acquired by Client, or with whom Client has merged, or from whom Client has obtained rights in/to Client Content, whether created prior to the effective date of the Agreement or at any time during the Term.
7. Additional Service Requests (subject to a separate fully executed contract in each instance): To be checked online during the contract signing process. By selecting, you agree to the terms and conditions and rate of each service.

<u>Service</u>	
Synchronization Licensing	
Neighboring Rights Collection	
YouTube Monetization	
SoundCloud Monetization	
Video Distribution	
Publishing Administration	
Co-Publishing / Selling Your Publishing	
Creative Design	
Web Design / Graphic Design	
Interactive Marketing Services	
STEMS Distribution	
Ringtone Distribution	
Sample Pack Distribution	
Physical Distribution	

8. Interpretation: This Terms Summary is subject to all of the terms and conditions contained in the Agreement. Notwithstanding the foregoing, in the event of any express conflict between the terms contained in this Terms Summary and the terms in the Agreement, the Terms Summary shall govern and control. Capitalized terms used in this Terms Summary have the meanings ascribed to such terms in the Agreement.