

LAST UPDATED: April 22, 2020

TERMS SUMMARY

1. Client Royalty Share: Client will be entitled to 85% of the Royalties actually received by Symphonic.
2. Exclusivity: The Agreement is exclusive throughout the Territory and during the Term only for Client Content delivered to Symphonic during the Term. (See “Client Content” definition immediately below).
3. Client Content: All sound recordings, video recordings (both short-form and long-form), artwork and related metadata delivered to Symphonic during the Term.
4. YouTube Content ID: Client will be entitled to 70% of the Royalties actually received by Symphonic.
5. Term: Initial term ending three (3) years from date of the Agreement, with auto-renewals for additional consecutive one (1) year periods.
6. Territory: Worldwide.
7. Interpretation: This Terms Summary is subject to all of the terms and conditions contained in the Agreement. In the event of any conflict between the terms contained in this Terms Summary and the terms in the body of the Agreement, the body of the Agreement shall govern and control. Capitalized terms used in this Terms Summary have the meanings ascribed to such terms in the Agreement.

AGREEMENT

This Agreement, between Symphonic Distribution, Inc. located at 707 N. Franklin Street, 4th Floor, Tampa, FL 33602 (“Symphonic”), and (Client First and Last Name on page 14 of this agreement) located at (Legal Physical Mailing Address on page 14 of this agreement), (hereinafter referred to as “Client”) (collectively “Parties”), is entered into as of (_____).

1. Background. Symphonic is a music services company providing digital distribution, related marketing and other services in connection with audio recordings and audiovisual recordings, among other things. Symphonic aims to deliver content from clients (artists, record labels, distributors, etc.) to digital service providers (“DSPs”) located around the world that specialize in the reselling/displaying of audio and audiovisual recordings through streaming, distribution, and mobile platforms. Pursuant to the terms of this Agreement, Client has selected Symphonic to exclusively distribute Client Content to DSPs.

2. Client Content; Services.

(a) Client Content. “Client Content” consists of only those sound recordings, video recordings (both short-form and long-form), artwork and/or related metadata delivered by Client (in its sole discretion) to Symphonic for distribution hereunder. For the avoidance of doubt, Client retains the right to distribute any and all content other than the Client Content delivered to Symphonic hereunder itself and/or via third party distributors during the Term (as defined below) and throughout the Territory (as defined below).

(b) Appointment as Sole Distributor (for Client Content Only). Client agrees that 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 copies, 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, during the Term, license or attempt to license Client Content to DSP’s without prior written approval from Symphonic. All pre-existing relationships with outside DSP’s related to Client Content, if any, 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.

(c) 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 therefrom. 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 payment to Client, subject to the terms and conditions of this Agreement, including, without limitation, Client Royalty (as defined below) account Threshold (as defined below) requirements outlined in this Agreement.

(d) Marketing. Promptly following the full execution of this Agreement, Client shall supply Symphonic with a reasonable number of ID Materials (as defined below). All ID Materials furnished by Client to Symphonic, posted on Client’s website or social media channels, or previously approved by Client at any time will be deemed approved by Client for use by Symphonic in connection with Client Content hereunder, and Symphonic will also have the right to create and use additional, basic marketing materials embodying the ID Materials to promote and expose Client Content. For the avoidance of doubt, Symphonic shall have the right, but not the obligation to use the ID Materials to promote Client’s brand on Symphonic’s website and/or social media channels. Client agrees to use reasonable efforts to independently promote the

Client Content during the Term, including, without limitation by sharing promotional assets produced by Symphonic hereunder on Client's social media channels.

3. Additional Services. The following additional services are included under this Agreement:

(a) DSP Playlist Pitching & Features. Symphonic will use commercially reasonable efforts to promote individual recordings delivered hereunder for inclusion on official and unofficial playlists on DSPs, as deemed appropriate for the particular recording by Symphonic. Symphonic does not guarantee and shall not be responsible for the placement of any recording(s) on any playlist(s). Symphonic will not be required to and shall not notify Client if a recording is added or removed from a playlist.

(b) YouTube Content ID. Symphonic will use commercially reasonable efforts to (i) identify exploitations by unauthorized third parties of Client Content via the YouTube platform; and (ii) negotiate and document settlement, licensing, monetization and similar agreements with such third parties on behalf of Client in respect of such exploitations, the terms of which such agreements shall be determined by Symphonic in its sole reasonable discretion. Any Client Content will only qualify for such YouTube Content ID services if such Client Content is one hundred percent (100%) owned and controlled by Client and does not include any third-party materials or public domain contributions. Notwithstanding anything to the contrary contained in this Agreement, Client will be entitled to [70%] of the Royalties actually collected by Symphonic as a result of YouTube Content ID services or credited to Symphonic against a previously received advance in respect of Client Content.

(c) YouTube Compositions. Symphonic will assist Client with the implementation of industry standard best practices for the collection of YouTube revenues in connection with the underlying musical compositions embodied in Client Content. Notwithstanding anything to the contrary contained in this Agreement, Client will be entitled to [70%] of the Royalties actually collected by Symphonic as a result of YouTube Compositions services with respect to such compositions.

(d) Catalog Transfer from Other Distributors. In the event that there are more than 100 previously released recordings being transferred from Client's prior distributor to Symphonic for distribution hereunder, Symphonic will use commercially reasonable efforts to facilitate such transfer on Client's behalf; and if there are 100 or fewer previously released recordings being transferred from Client's prior distributor to Symphonic for distribution hereunder, Symphonic will provide Client with information on how to facilitate such transfer via Symphonic's systems; provided, in all cases, that Client shall give Symphonic satisfactory evidence (in Symphonic's sole discretion) of Client's rights in and to the recordings being transferred and the release thereof by such prior distributor.

4. Delivery; Storage.

(a) Delivery Procedures.

(i) SymphonicMS. Client shall deliver Client Content to Symphonic via its online Management System ("SymphonicMS"). Client Content shall be delivered promptly following the execution of this Agreement and during the Term at Client's own expense. Client Content shall be technically and commercially satisfactory to Symphonic and shall be delivered 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 logins and access for digital or streaming channels. Delivery will not be deemed complete until Symphonic provides written confirmation thereof. Denial of Client Content may occur for various reasons and as outlined in paragraph 13.

(ii) Delivery to/from Symphonic. Except as may otherwise be expressly provided herein where Symphonic is providing Catalog Transfer services, 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 the Term, 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.

(iii) 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.

(b) Modifications by DSPs. Client understands that DSPs receiving Client Content from Symphonic may re-categorized portions of Client Content (e.g. genre, artist name, release name) if in their reasonable business judgment, they feel it is appropriate. Symphonic will distribute Client's material "as is." Client understands that "as is" means that the Client Content delivered to Symphonic is delivered to DSPs in substantially the same form.

(c) 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.

(d) Updates (Redelivery, Mistakes, File Replacements). Client must use commercially 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. During the Term, Client may not contact 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 4(d) and paragraph 4(c) 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.

(e) Takedowns. If Symphonic takes down any Client Content for any of the reasons specified below, the following will apply: if Symphonic receives a takedown request from a DSP or other third party based on a credible copyright or trademark infringement claim (as determined by Symphonic in its discretion), Symphonic will charge a US \$20 processing fee per release. Further, if a takedown occurs based on Client's actions, omissions or violation hereof, including infringement of any third party's intellectual property (a "Claim"), Client further agrees to reimburse Symphonic for outside 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 provisions of Sections 10 and 11.

(f) 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.

5. Term; Territory.

(a) Term. 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 Client's 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 one (1)-year periods (each, a "Renewal Period") until either party terminates the Term of the Agreement as provided herein. Either party may terminate the Term of 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 receipt of a 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 to Symphonic will be considered sufficient when received via our online help center or at the address and method set forth 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) Client’s Royalty account becomes fully recouped hereunder, or (ii) Client repays to Symphonic an amount equal to one hundred percent (100%) of Client’s un-recouped balance.

(b) Territory. The Universe (the “Territory”).

6. Fees, Royalties and Accounting.

(a) Client Royalty Details (all fees in US dollars). As used in this Agreement, the term “Royalties” means the revenues actually received by Symphonic from DSPs and other third parties or credited to Symphonic against an advance previously received by Symphonic in respect of the Client Content, less any fees imposed by DSP’s or other third parties. Subject to the recoupment of all Advances, Client will be entitled to [85%] of the Royalties actually received by Symphonic from exploitations of Client Content hereunder or credited to Symphonic against an advance previously received by Symphonic in respect of the Client Content. Client must meet a Royalties-due Threshold of fifty dollars (\$50.00 USD) as of their last Royalty Statement posting for Client to request payment within the SymphonicMS. The Threshold amount is subject to change at any time and Client shall be notified in the SymphonicMS of any such change.

(b) Royalties. All Royalty-related rates, including “Threshold” requirements, are 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 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 the Threshold is met and at which time, Client can request payment within the SymphonicMS.

(i) Calculation. Subject to recoupment of any and all Advances paid hereunder, Royalties are calculated by the DSP platform upon which the Client Content appears and are processed in accordance with the currency 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 to Symphonic 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 of copies of Client Content may be paid by DSPs: (1) directly to the music publishers/writers, or (2) as part of an all-in payment to Symphonic, which includes any fees due to Symphonic. When Symphonic receives mechanical royalties as part of the fee due from DSPs or others, Symphonic shall identify in the relevant Statement(s) the amount of the payments that comprises mechanical royalties. The Royalty will then be payable to Client pursuant to the terms and conditions hereof. 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 Client. 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. Each Statement will include details and total Royalty amounts payable to Client, if any. Statements posted may include both the immediate previous month amount and additional previous months amounts. Symphonic cannot guarantee timely reporting and payment by all DSPs and thus, Symphonic Statements will include payments only for DSP payments Symphonic has received or which have been credited to Symphonic against an advance previously received by Symphonic in respect of the Client Content. 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 each such 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 by Client to provide payment details or submit a payment request through SymphonicMS may prevent and/or delay Symphonic from paying any Royalty to Client.

(C) Statement Delay by Symphonic. Client shall promptly advise Symphonic if Client 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 such 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 will, in some cases, reach out for additional information as needed. Client and Symphonic each have the status of an independent contractor hereunder, 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 received by Client pursuant to this Agreement.

(F) Additional DSP Fees. DSPs may impose additional fees that are outside of Symphonic's control. Such DSP fees may be deducted from revenues generated hereunder for the purposes of calculating Royalties (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 Client, on Client's behalf or at Client's direction will constitute Advances and be fully recoupable from all Royalties payable to Client hereunder. For purposes of this Agreement, the term "Advance" means a prepayment of Royalties payable to Client. Symphonic may recoup Advances from all Royalties to be paid or accrued to Client pursuant to this Agreement.

7. Audit. All 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 twelve (12) months from the Monthly Submission Date. Client shall have twelve (12) 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). Each 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 commence such inspection. Client may only inspect records relating to each 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 accounting 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.

8. Third Party Obligations. Client shall be solely responsible for payment to its affiliated artists, licensees, producers and other persons responsible for the creation of any Client Content distributed under this Agreement. Client shall also be responsible for payments related to any applicable collective bargaining agreements, third-party licenses, music publishing licenses and other royalties pertaining to such 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 such third parties related to such exploitation.

9. 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 sound recordings, audiovisual works, compositions, ID Materials, artist names, writer names, song names, artwork and images) which are necessary for Symphonic to exercise the rights granted to Symphonic 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 or underlying compositions. 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 11. Client further grants Symphonic a license to use Client's and Client's artists' and writers' copyrights, trademarks, names, sobriquets, biographical materials and approved likenesses, as well as the names, sobriquets and approved likenesses of any other person performing services in connection with Client Content (the "ID Materials") during the Term and throughout the Territory in connection with the exercise of Symphonic's rights hereunder, including, without limitation the distribution and promotion of Client Content, without further compensation to Client or any other person except as otherwise expressly stated in this Agreement. Notwithstanding anything to the contrary contained herein: (i) ID Materials provided by Client to Symphonic shall be deemed approved by Artist for use by Symphonic pursuant hereto; (ii) in any instance where Client's approval is required hereunder, Client's approval shall be deemed given if notice of Client's disapproval is not received by Symphonic within five (5) business days of Symphonic's request for approval; and (iii) Symphonic inadvertent failure to obtain Client's approval of any ID Materials shall not be deemed a breach of this Agreement nor shall such failure derogate from Symphonic's right to use such ID Materials hereunder. No use of any ID Materials by Symphonic hereunder will constitute an endorsement or implied endorsement by Client or any person of any activity, cause, philosophy, service or product (other than Client Content).

10. Termination and Breach.

(a) Client Content Remaining. Upon termination of the Term, Symphonic will actively seek takedowns for Client Content previously distributed under this Agreement. However, Client acknowledges that licenses granted by Symphonic to DSPs may remain in force for a time period after the termination of the Term. Client acknowledges and agrees that Symphonic will not be subject to any liability for previously distributed Client Content which remains with DSPs or third parties, except that Symphonic will continue to pay to Client any Royalties received for such Client Content or credited to Symphonic against an advance previously received by Symphonic in respect of the Client Content in accordance with Section 6(a) above.

(b) Payments. Upon expiration or termination of the Term, all Royalties received by Symphonic for Client Content will continue to be subject to the payment provisions set forth in Section 6 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 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 by either Party shall constitute a breach of this Agreement unless the party alleging breach first notifies the allegedly breaching party in writing setting forth such alleged breach and the allegedly breaching party does not cure the same, if capable of being cured, within thirty (30) days after the date of 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. Notwithstanding anything to the contrary contained herein, if Symphonic terminates the Term of this Agreement on account of a breach of paragraph 15(e) by Client, (i) Symphonic shall have the exclusive right to collect any and all Royalties relating to the exploitation of the Client Content during the Term irrespective of when collected and to retain one hundred percent (100%) of all such royalties until such time as any Advance paid to Client

hereunder is fully recouped (the “Recoupment Date”); and (ii) all of Symphonic’s rights and interest in and to the Client Content shall revert to Client on a quitclaim basis on the Recoupment Date.

(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 thirty (30) calendar day opportunity to cure such breach. If Client fails to cure such breach within thirty (30) calendar days after the date of receipt of notice 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 the Term 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 10(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 from the other Party 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 authorize takedowns for any affected Client Content. Further, in the event Symphonic issues takedowns related to any Client Content as a result of a legal notice based on a credible copyright or trademark infringement claim (as determined by Symphonic in its discretion), 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 or control by Client of Client Content and/or ID Materials from 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.

11. Indemnification.

(a) Symphonic shall have the right, but not the obligation, to prosecute, defend, settle and compromise all suits and actions respecting the rights granted to Symphonic hereunder in respect of 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 based on such activities, such monies shall be divided between Symphonic and Client in the same Royalty split shares as provided in Section 6

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 indemnification obligation shall survive the termination of the Term.

(c) Pursuant to the provisions of paragraph 11(b) above, 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.

12. 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 insure to the benefit of the parties' respective assigns, successors, heirs, and legal representatives.

13. Denial of Client Content.

(a) Denials. Symphonic and/or a DSP may elect not to distribute any Client Content for the following reasons: (i) if, in the opinion of Symphonic and/or the DSP, 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 a 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 a 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 the applicable Client Content 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 containing any such material at their 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 the level of scandalous material.

14. Confidentiality.

(a) Each party (the “Receiving Party”) acknowledges that in the course of performing its obligations under this Agreement it may come into contact with the other party’s (the “Disclosing Party”) 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 but is not limited to the Disclosing Party’s customer lists, royalty data and reports, marketing and financial tools, pricing information, business plans, relationships, and agreements between DSPs and the Disclosing Party (collectively the “Confidential Information”). Information will not be considered Confidential Information if, and to the extent that, such information is or becomes publicly known through no wrongful act of the Receiving Party.

(b) The Receiving Party covenants and agrees that, during the Term, and all times thereafter, it will not disclose the Disclosing 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 Disclosing Party, except to its attorneys, accountants and other authorized representatives (collectively the “Authorized Agents”). Notwithstanding anything to the contrary contained herein, Confidential Information may be disclosed as required by law or by a court, governmental agency or legislative body after providing the Disclosing Party with notice of the potential disclosure. Nothing in this provision shall prohibit either party from disclosing the terms of this Agreement to Authorized Agents.

15. Warranty.

(a) Client warrants and represents that: (i) it has the right and authority to enter into this Agreement and to grant to Symphonic all rights specified hereunder; (ii) all of the recordings, musical compositions (including lyrics), ID Materials, 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; (iii) it has not granted and will not grant to any third party any rights in connection with Client Content or the underlying musical compositions (including lyrics) or ID Materials that are inconsistent with those granted to Symphonic herein; (iv) 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; and (v) Client does not know of any currently existing or impending acts or circumstances, and Client shall not, at any time during or after the Term, engage in any act or omission, which would, in the reasonable judgment of Symphonic: (1) have or attract publicity that would have a direct or indirect adverse effect upon the status or reputation of Symphonic, Client or Client Content, or (2) directly or indirectly tarnish, denigrate or disparage the status or reputation of Symphonic, its affiliates, or any of their respective products, services or trademarks, and Client shall notify Symphonic in writing immediately if Client becomes aware of any such act, omission or circumstance.

(b) 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 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, Suite 400, Tampa FL 33602

and via email to: support@symdistro.com

With a copy to:

Alex Threadgold, Esq.

Fox Rothschild LLP

101 Park Avenue, 17th Floor

New York, NY 10178

and via email to: AThreadgold@foxrothschild.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 five (5) business days after 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) Statements shall be sent as set forth in Section 6.

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 with respect to the subject matter hereof. 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.

[Signature Page Follows]

By providing details and signature below, Client hereby agrees to and accepts the above terms and conditions of this Agreement.

Client First and Last Name: _____

Symphonic Account Name: _____
(For internal use only at Symphonic. This is what we will call your account and the public will not see this.)
If you are an artist or represent an artist, your account name should be the artist name.

Label Name: _____
(This is what the public will see and what will appear on DSPs such as Spotify, Apple Music, etc.)
If you are an artist or represent an artist, please enter your artist name to appear on your releases.

Email Address: _____

Legal Physical Mailing Address: _____
(Your legal billing address/residence for tax purposes)

City, State & Zip: _____

Country: _____

Signature: _____

Print Name: _____

Date of Signature: _____



Symphonic Distribution, Inc.
(An Authorized Signatory)

Date of Signature: _____