

This Agreement, between **Symphonic Distribution, Inc.**, located at 707 N. Franklin St., 4th Floor, Tampa, FL 33602, USA and individual/business/record label/artist filling out details via our online registration tool (hereinafter referred to as “Client”), is entered and agreed upon on the calendar date to be added after registration is complete.

A. Background. Symphonic Distribution (“Symphonic”) is a digital distributor aimed at delivering content from worldwide clients (artists & record labels) to partners located around the globe (“Partners”). This is an agreement between Symphonic and Client for utilization of Symphonic’s Distribution services. Pursuant to the terms of this agreement, Client has selected Symphonic to exclusively distribute content (“Client Content”) to certain Partners of Symphonic that specialize in reselling/display of recordings through recording, mobile and streaming platforms.

B. Distribution by Symphonic.

1. **Exclusivity:** Client agrees that this agreement is exclusive worldwide during the Term for the distribution of Client Content by Symphonic. Client shall not, for the Term hereof, license or attempt to license any Client Content without proper written approval from Symphonic. Client may not directly contact, solicit and/or engage in business directly with Partners during the Term of this Agreement. All pre-existing relationships with outside digital distribution partners related to Client Content are to be disclosed to Symphonic at the time of entering into this Agreement.
2. **Partners:** Symphonic Distribution agrees to distribute and license Client’s recordings to Partners 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 Distribution shall (a) solicit and service the Partners (b) secure the encoding of each Recording in format(s) required by the Partners, (c) process the delivery of the recordings to the Partners, and (d) collect amounts due from the Partners for repayment to Client, subject to the client account revenue threshold requirements outlined in this Agreement.
3. **Territory:** Distribution is worldwide. Any modifications to the territory shall be in the form of a written agreement between the parties.
4. **Physical Distribution not included:** Client understands that physical distribution, including pre-manufactured audio products such as CD’s and vinyl records, is not included in this Agreement. Symphonic’s physical distribution services are subject to a separate Agreement.

C. Marketing. Marketing, such as featured placements on partner 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 Distribution places great emphasis on efforts to gain exposure for Client and will use commercially reasonable efforts to promote Client via Marketing Tools connected with Client Content. Client shall supply advertising and promotional material it wishes Symphonic Distribution to use in connection with Client Content, and Symphonic Distribution reserves the right to use additional, basic marketing tools as necessary to promote and expose Client Content. Client may purchase additional individual marketing packages and offerings directly from Symphonic Distribution.

D. Client Content.

1. **Delivery:** Client shall deliver Client Content to Symphonic’s Distribution Department via its online management system simultaneously with, or after payment is submitted to Symphonic. Client Content shall be delivered in compliance with the specifications stated on Symphonic’s online management system and all marketing and related materials should bear an appropriate copyright notice. Symphonic may deny any Client Content for any reason, including suspected violation of the intellectual property of another.

2. **Modifications by Symphonic:** In some instances, Symphonic may need to make minor modifications to Client Content, such as to add or remove a logo or text featured within Client Content. In some instances, Symphonic may identify potential issues related to intellectual property infringement, or may identify content that breaches Partner standards, requiring modification. Client agrees that Symphonic is entitled to make modifications in its discretion and holds Symphonic harmless as to these modifications.
 3. **Modifications by Partners:** Partners receiving releases from Symphonic may modify a genre, label or artist name, release name, and/or anything else relating to the release if they feel the need to do so. Symphonic will distribute your material “As Is,” subject to minor modifications outlined above. Client understands that “As Is” means that the Content delivered to Symphonic is delivered to Partners in substantially the same form.
 4. **Changes / Errors after Submission:** Each and every Client should use reasonable efforts to ensure that their material is correct and final prior to delivering to our Distribution Department for approval and delivery to Partners. Changes / Errors may be subject to an additional \$10 fee per track. Client should communicate the Change / Error directly to Symphonic Distribution at support@symdistro.com or by creating a support ticket at www.symphonicsupport.com. Client must not reach out to any Partner directly. Symphonic Distribution cannot guarantee that a Partner will acknowledge and/or agree to any requested Change / Error described above.
 5. **Redelivery, Takedown and Takedown Fees:** Client agrees to provide Symphonic with replacement audio files if requested for purposes of re-delivery. After a period of 1-year, Symphonic re-assesses all Client Content. Upon expiration of one year and assessment, Symphonic may no longer continue to host Client Content, and/or may ask for updated, replacement files from Client.
 - a. **Involuntary Takedown:** Client agrees that in the event a takedown occurs due to violation of some kind based solely on Client’s actions, Symphonic may charge a \$10 fee per track. Further, in the event a takedown occurs based solely on Client’s actions, omissions or violation, including infringement on another’s intellectual property, Client further agrees to reimburse Symphonic for attorneys’ fees and any fine or settlement resulting from such takedown.
 6. **Partner Specifications:** Each Partner has a different standard and/or requirement for Client Content. Symphonic agrees to use best efforts to assist client to achieve each Partner requirements. However, Client agrees that Symphonic cannot guarantee approval and exposure by any one Partner. Rejection by one Partner does not mean another Partner will reject Client Content.
- E. Term.** The term of this Agreement is for a minimum of 6 months and will continue to renew until client sends notice of cancellation. The term automatically renews unless either party provides written notice to the other party of termination or cancellation of the Agreement. Notice shall be provided no later than 15 days prior to the expiration of the current term. Written notice will be considered sufficient when received via email at (support@symdistro.com) or certified mail, return receipt requested at the address outlined in Section O.

F. Fees, Royalties and Accounting.

1. **Fee:** Client agrees to pay Symphonic a one-time registration fee of \$25.00US. Additional fees will be charged based upon each release you deliver through Symphonic, as follows:
 - i. 1-5 Tracks- \$10.00
 - ii. 1-10 Tracks- \$19.99
 - iii. 1-15 Tracks- \$29.99
 - iv. 1-20 Tracks- \$39.99
 - v. 21+ Tracks- \$50.00
 - vi. Ringtones: \$8.99
 - vii. Pomo Mailer Rush Delivery: \$5.00

All fees indicated above are in US Dollars. Payment must be made at the time of registration and before Content is delivered to Symphonic. Symphonic Distribution accepts payment online via Credit Card (Stripe) and PayPal.

2. **Additional Fees:** Partners may impose additional fees, which are outside of Symphonic's control. Symphonic will notify Client of any additional fees via a line item on Client's final payment.
3. **Royalties:** Symphonic will pay Client 100% royalties received from Client Content distributed through Symphonic. Royalties are initially calculated by the specific Partner site upon which the Client Content appears and may vary based on type of Content, country or territory. In most instances, royalties accumulate both from content downloads and streaming. *If a Partner does not appear on your quarterly statement, that means that your Content did not generate any revenues from that Partner during that time period.* Royalties are paid to Client once Client accrues a payable balance of \$50.00USD or greater. Our royalty portal is available for Client to log in and view your daily and weekly estimates and quarterly report. If Client does not make the revenue threshold, the previous quarter's revenue will appear on your current quarter statement until you do receive payment. Any balance due under \$50.00 NET (aggregated for all Content) shall be rolled into the following month and paid only when the balance exceeds \$50.00USD.
4. **Accounting:** Symphonic pays royalties to Client in one lump sum payable quarterly. Reports are available approximately 30-45 days after quarter end. *For countries and/or individuals not accepting Pay Pal or USA checks, we do have the ability to send payments via Xoom, Moneygram 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. Moneygram fees are deducted from your next quarterly payment. The dates listed below are estimated dates when payment will be available for invoicing.*

Statements are Posted: Q1: May 10-15 / Q2: August 10-15 / Q3: November 10-15 / Q4: February 10-15
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 Symphonic Distribution management system when reports are available. Failure to submit a payment request prevents Symphonic Distribution from paying out any royalty. If you do not receive an automated email with your username and password, please contact Symphonic Distribution at support@syndistro.com.

5. **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 required by Client to collective bargaining agreements, third-party licenses and music publishing licenses and royalties pertaining to Client Content.

- G. Music Publishing.** Symphonic requires Clients to obtain and pay music-publishing licenses directly to Performing Rights Organizations (i.e. BMI, ASCAP). In some instances, Symphonic may agree to assume the responsibility for these licenses and deduct any associated fees and costs from the Client Royalties. In the event Client and Symphonic agree upon specific terms or partnership surrounding these licenses, it will be memorialized in a separate agreement with Symphonic Publishing department.
- H. Intellectual Property Ownership.** Client warrants and represents that it has all rights in the Client Content provided to Symphonic (including but not limited to masters, videos, sound recordings, artist names, song names, artwork and images) and/or has all rights necessary to grant the licenses granted herein. Client also guarantees that it has secured written permission or waivers of rights with any necessary persons or third parties that have granted Client permission to distribute the content through Symphonic. Client hereby agrees to not deliver any Client Content to Symphonic that is not legally owned or secured via permission. If any material contains Content of any kind that is not cleared, licensed, and/or owned by the Client, Symphonic is exempt from all legal issues and/or wrongdoing and Client agrees to indemnify Symphonic pursuant to the terms in Section J, below. Further, Client licenses its copyrights, trademarks, name and likeness to Symphonic during the Term for use in conjunction with the distribution and promotion of Client Content.
- I. Termination and Breach.**
1. **Client Content Remaining:** Upon termination of this agreement, Symphonic actively seeks takedown of previously-distributed content. However, Client acknowledges that licenses Symphonic may have granted to Partners may remain in force for a time period after the expiration of this Agreement. In that event, Symphonic is absolved from any liability for content that remains with Partners, licensees and others who have received the Client Content from Symphonic prior to Termination.
 2. **Opportunity to Cure:** Either party shall have the right to terminate this Agreement upon written notice to the other party. 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.
 3. **Payments:** After termination, Symphonic will make a final payment to Client with all royalties earned/accumulated. The final payment is made during the next regularly scheduled quarterly payment. Payments are not expedited following termination or cancellation. In the event of any dispute surrounding the distribution of Client Content under this Agreement, Symphonic will freeze any royalty payments pertaining to Client until the matter is resolved. Royalties may continue to accumulate in client's account due to Client Content remaining on Partners' websites, but any payments will be held until final resolution.
 4. **Symphonic Rights to Cancel:** Symphonic reserves the right to cancel this Agreement anytime for any reason. Grounds for termination may include, but are not limited to, disruption of Symphonic's business or relationship with Partners, misconduct or failure to uphold terms of the Agreement.
 5. **Attorneys' Fees:** In the event of a dispute concerning the terms of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in such dispute.
- J. Indemnification.** Client shall indemnify Symphonic Distribution (including its directors, members, officers, employees and other representatives) against any expenses or losses resulting from a third party claim, demand, cause of action, debt or liability to the extent it is based on any of the Client's respective representations, warranties or agreements contained herein, including reimbursement of reasonable outside 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. Any settlement shall be subject to the indemnified party's prior written approval. This obligation shall survive the termination of this Agreement for any reason.

- K. Non-Solicitation.** Client agrees, both during and after the Term of this Agreement, not to solicit, convince or otherwise attempt to facilitate or cause any person or entity who is client, Partner or customer of Symphonic to eliminate, reduce or affect the business they transact with Symphonic, or to transact business with a competitor or potential competitor of Symphonic. This provision survives the termination of this Agreement.
- L. Scandalous Material.** Symphonic will not distribute scandalous, illegal, hateful, highly objectionable or offensive material. Symphonic and Partners reserve the right to reject distribution of any Client Content at its discretion.
1. **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.
- M. Confidentiality.** The parties acknowledge that they may come into contact with confidential information, such as valuable, secret, special, and unique assets or business practices of the other. Confidential information is including, but not limited to customer lists, pricing information, and contact information, accounts and records pertaining to Partners or other Artists. 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, except to its attorneys, accountants, and employees on a need to know basis. Client agrees that it shall instruct its attorneys and accountants to hold in confidence and not communicate, transmit, publish, disseminate or otherwise disclose any information regarding Symphonic’s business learned in the course of dealing or performance hereunder.
- N. 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 hereunder; 2) all of the recordings, artwork, metadata, videos and any other materials delivered by Client to Symphonic Distribution 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; 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 as authorized under this agreement without obligation to make payments to any person or entity, other than the amounts due to Client.
- O. Notice Requirement.** All notices hereunder shall be given by certified mail, return receipt requested, or by messenger or courier, to the respective addresses below:
- To Symphonic: Symphonic Distribution, Inc., 707 N. Franklin St., 4th Floor, Tampa, FL 33602
- To Client: Based on the address entered on the online registration tool
- P. 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.
- Q. 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 enforceability of any other provision shall stand unaffected. The paragraph headings and designations used throughout this agreement are solely for convenience and reference.
- R. Governing Law and Jurisdiction.** This agreement and all terms therein shall be governed by the laws of the State of Florida and Florida shall have exclusive jurisdiction to resolve any dispute or claim that arises out of or in connection with this agreement. The parties further agree to personal jurisdiction in Florida.

- S. Client Notification.** At times, Symphonic may communicate information directly to Client via email. The email address at which Client elects to receive notifications is apart of the account details that are gathered when Client is registering via online registration tool.

By agreeing to our terms and conditions and providing your digital signature on our online registration tool, you hereby **agree to and accept** the above terms of this agreement.

DISTRIBUTION PROCESS INFO **ARTIST DISTRIBUTION**

- A. Process and Email.** Upon registration, 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 for Client to begin operations. When submitting content through Symphonic, 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.
- B. Release Date.** Client will choose release schedules as needed. In some instances, Symphonic will choose a release date that complies with a particular Partner's requirement.
- C. Content Schedules / Instructions / Suggestions.** Symphonic will provide any additional notifications regarding Content Schedules, Instructions, and Suggestions to improve any of the pre-established processes via email and through any distribution systems.
- D. Pricing.** The price of your product on a partner platform may change at the request of Symphonic Distribution, Client, and Partner. All changes are to be made to benefit the Client Content distributed and may be done by a Partner without approval from Symphonic Distribution and Client.
- E. Artwork.** Client agrees to send cleared cover artwork as specified in the Artist Distribution agreement and also agrees to not include any third party logos of Partners. Cover art should NOT include website addresses.
- F. Artist Pages.** If Client wishes to have an Artist Page, DJ Chart, and/or participate in any additional brand or offering offered by a third party partner such as Beatport, iTunes, etc., Symphonic will assist and provide instruction to the Client based on the request. However, not every request will be available and approved by a third party partner, and Client must make his or her own efforts to obtain such marketing.
- G. Additional Services.** Services such as Publishing Administration, Soundcloud Monetization, Sample Pack Distribution, Video Distribution, Stem Distribution, YouTube Monetization, Sync Licensing and/or future added services and offerings would be available to Client with separate terms and conditions. If Client wishes to engage Symphonic for any of the additional services offered, Symphonic will provide Client with a separate agreement and terms for consideration. Additional services that provide additional revenue streams have separate terms and conditions and royalty payments outside of this Digital Distribution Agreement. Symphonic also offers Creative Services such as Marketing, Mastering, Creative Design and Video Production for additional fees and costs. Please contact Symphonic at 1-866-471-4749, through its support desk: <http://www.symphonicsupport.com> and/or by email to support@symdistro.com for more information about any of these services.
- H. Online Account Details.** All account details such as W9, W8-BEN, addresses and phone numbers will be kept confidential by Symphonic Distribution and will be stored within the "Account Details" section of the online management system. We recommend you always update these details to ensure that we have the latest information on file.