

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 music services company with an emphasis on digital distribution. As a digital distributor, Symphonic aims to deliver content from Clients (artists, distributors, and record labels) to digital service providers located around the world ("Partners"). This is an agreement between Symphonic and Client for utilization of Symphonic's Distribution Service. Pursuant to the terms of this agreement, Client has selected Symphonic to exclusively distribute content as set forth in Schedule "A" ("Client Content") to certain Partners of Symphonic that specialize in reselling/displaying of recordings through recording, mobile and streaming platforms. The Parties may have additionally entered into a Terms Sheet prior to this Agreement. In the event of conflict, this Agreement shall govern.

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 only to specific Partners as chosen by Client. 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 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 the partners distributed by Symphonic, 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. Client further agrees to give Symphonic the non-exclusive right to solicit and procure "Master Use" and merchandising and mobile product licenses for the exploitation of Client Content, subject to Client's prior written approval, which may be reasonably withheld. As used herein, "Master Use" shall refer to the right to record Client Content in synchronism or in timed relation with a television program, motion picture, social media platform (other than YouTube) or other audiovisual recording system and to make copies of such Client Content in the form of negatives and prints necessary for broadcasting or transmitting in the aforementioned systems.
2. **Partners:** Symphonic agrees to distribute and license Client's recordings and/or Client Content 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 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 ("Territory") unless Client chooses to withhold a specific territory for a release / recording. Any modifications to the territory for your entire account 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.

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 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 to use in connection with Client Content, and Symphonic 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.

D. Client Content.

- 1. Delivery:** Client shall deliver Client Content to Symphonic’s Department via its online management system (“SymphonicMS”) simultaneously with, or after payment is submitted to Symphonic should the option you choose require you to make a payment. Percentage based Distribution Options will not require a fee for any partner that does not charge a fee. Client Content shall be delivered in compliance with the specifications stated on SymphonicMS and all marketing and related materials shall bear an appropriate copyright notice. Symphonic may deny any Client Content for the following reasons: (a) if, in the opinion of Symphonic, 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, (b), Symphonic 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 reasonably deems the recording or the associated artwork to be offensive to reasonable standards of public morals, and (c) 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 such recording to Symphonic for distribution hereunder.
- 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 reasonable 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 in their reasonable business judgment 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. Updates (Redelivery, Mistakes, File Replacements):** Client should use reasonable efforts to ensure that its material is correct and final prior to delivering to our Distribution Department for approval and delivery to Partners. Changes / Errors that are to be requested to be updated may be subject to a \$5 processing fee, per request. Requests are to be submitted via the Symphonic Distribution Management System (“SymphonicMS”). Client must not reach out to any Partner directly. Symphonic cannot guarantee that a Partner will acknowledge and/or agree to any requested Change / Error. 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. Symphonic shall inform Client within a reasonable time of any Client Content it no longer hosts and subsequently, the Term for exploiting Client Content will terminate as to that Content.

5. **Takedowns (Voluntary and Involuntary).** Should Symphonic have to perform a Takedown for copyright infringement or any other client request, the following will apply.
- a. **Copyright Infringement Takedown:** Client agrees that in the event a takedown request from a partner to Symphonic occurs due to a copyright infringement notice, Symphonic will charge a \$20 fee per track. Further, in the event a takedown occurs due to violation based on Client's actions, omissions or violation, including infringement on another's intellectual property (a "Claim"), Client further agrees to reimburse Symphonic for attorneys' and/or other miscellaneous legal fees and any fine or settlement resulting from such incident. A Claim under this paragraph is also subject to paragraph L.
 - b. **Voluntary Takedown:** Client agrees to pay Symphonic for any takedown request they make. Takedowns may relate to file replacements, incorrect metadata, miscellaneous errors, infringement, and/or any other situation raised by the client. The processing fee will be \$10 per track takedown. All requests are to be submitted through SymphonicMS.
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 three (3) calendar years (the "Initial Term"). After the Initial Term, either party may terminate this Agreement by giving notice no later than thirty (30) calendar days prior written notice. Written notice will be considered sufficient when received via email at (support@symdistro.com) and at the address and method outlined in Section R. The effective date of such termination shall be the last day of the then-current Term. The Initial Term and Renewal Term(s), if any, are collectively referred to as the "Term." This Agreement will auto-renew under its current terms and conditions for successive 1-year periods unless and until a party terminates the Agreement through written notice as described above.
- i. **Changes to Terms & Conditions:** Our terms and conditions are subject to change and may require your electronic approval via SymphonicMS. Review and approval of any changes to Terms & Conditions will occur via prompt upon system log-in.

F. Fees, Royalties and Accounting.

1. **Sign Up Fee:** Client will choose a desired option (fee) upon signing this Agreement. Some options do require a sign-up fee. All fees are listed on the Symphonic website, sign up pages, support pages, and at the conclusion of these Agreement terms (Section V).

All fees, if applicable, are in US Dollars. Payment must be made at the time of registration and before Content is delivered to Symphonic. Symphonic accepts payment online via Credit Card and PayPal.

2. **Royalties:** Royalties are paid out once a Client reaches their "Threshold" and are further paid in accordance with the option chosen by Client. All royalty related rates are listed on the Symphonic website, sign up pages, support pages, and at the conclusion of these Agreement terms (Section V).



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Threshold means that the Client must make a specific amount of revenue in order to claim payment. Failure to do so will result in non payment, however, the payment will in fact roll over until the threshold amount is met at which time, the Client can request payment. Royalties are calculated by the partner platform upon which the client content appears, and may vary based on type of content, territory, subscription rates, and/or time of the year. In most instances, royalties accumulate both from content downloads and streaming. *If a Partner does not appear on your statement that means that your Content did not generate any revenues from that Partner during that time period.* Client may view estimates and posted statements on SymphonicMS.

3. **Accounting:** Symphonic shall compute the total royalties earned by Client pursuant to this Agreement on a quarterly basis. Symphonic shall thereupon submit to Client the royalty statement for each such royalty reporting period together with the total amount of such gross royalties due Client, if any, as shall be payable under this Agreement. Reports are available electronically to Client approximately 30-45 days after quarter end via SymphonicMS. If Client has not received payment or a royalty statement indicating that no payment is due by the 15th day of the month of the respective "Quarterly Submission Date" (as defined below), Client shall promptly advise Symphonic that Client has not received payment and/or a royalty statement. Symphonic shall investigate the situation and assure that payment and/or a statement are sent to Client. 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 on the 15th of the respective Quarter Submission Date. However, Symphonic may be deemed in breach of its payment obligations if Symphonic fails to make payments or provide a statement sixty-five (65) days after receiving notice from Client as outlined above.

For countries and/or individuals not accepting Pay Pal or USA checks, Symphonic has the ability to send payments via Xoom, Moneygram and/or Wire Transfers. All Xoom, Moneygram and Wire Transfer fees will be deducted from the total royalties due to you at the time of request. Xoom and Moneygram transfer fees differ by territory. Moneygram transfer fees are deducted from your royalties plus a fee of an additional US \$15 if an in-person appearance by a Symphonic employee is required by Moneygram to complete transfer. Bank transfer fees are subject to a \$45.00 Wire Fee.

Tax Details. All clients are to confirm their tax details prior to payment request.

Client Inactivity. Should you not access SymphonicMS, claim payments, and/or interact with any personnel at Symphonic for a period of 3 years after your Term has expired or terminated, you agree to forfeit any and all royalties or outstanding payments owed to you by Symphonic.

Statements are Posted Quarterly. Estimated Dates:

Statement Postings: Q1: May 10-15 / Q2: August 10-15 / Q3: November 10-15 / Q4: February 10-15

Quarter Dates: Q1-Jan-Mar / Q2-Apr-Jun / Q3-Jul-Sept / Q4-Oct-Dec

In order to receive payment, Client must issue a payment request via the Symphonic Distribution Management System ("SymphonicMS") when reports are available. Symphonic shall issue payment to Client within ten (10) days of receipt of the invoice. Failure to submit a payment request through SymphonicMS prevents and/or delays Symphonic Distribution from paying out any royalty. If Client does not receive an automated email with Client's username and password, please contact Symphonic Distribution at support@symdistro.com.

4. **Additional Fees**

- i. **Partner Fees.** Partners may impose additional fees and which are outside of Symphonic's control. Fees such as: Voided Transactions, Promotional Expenses, Publishing Withholding, and fees retained by the partner are not to be included in NET payments to the Client.
 - ii. **Non-Revenue Generating Partners:** Symphonic additionally has partnerships that do not result in revenue to Clients but rather, serve a purpose of providing a separate service to the Client. Distribution to such Partners may incur a non-refundable fee subject to Client approval. Any fee will be posted on Client's SymphonicMS and must be paid by Client prior to distribution. (Example: Anti Piracy Protection, Distribution to Metadata focused partners such as Gracenote, Bandcamp, Audible Magic).
 - iii. **Sub Labels / Additional Label Additions:** Client will incur additional fees for every additional label or account name added to Client's existing account, to be paid by Client prior to any addition. For Options 1 and 2, the fee is US \$15 per addition; For Option 3, the fee of US \$200 per addition. Artist Distribution clients are limited to ten (10) artists per account and will be required to upgrade to a label profile if Artist Distribution Client needs exceed ten (10) artists.
 - iv. **UPCs / ISRCs for outside use:** Any additional UPC or ISRC that a Client needs for use outside of Symphonic's services (such as Physical Distribution or Release, and/or sub licensing) is an additional fee, to be paid by Client. The fees are US \$10 per UPC and US \$5 per ISRC. Any UPC or ISRC used for outside Symphonic must be approved by Symphonic prior to use.
 - v. **Ringtone Distribution, Creative, Mastering, Web/Graphic, Marketing:** This Agreement governs Client's electronic digital music Distribution only. Other services offered by Symphonic are subject to a separate fee structure. These services and their fees are subject to change on a frequent basis and are available via the Symphonic website.
5. **Mechanical Royalties:** Client hereby acknowledges that in the United States among the ways that mechanical royalties for digital sales are customarily paid include: (i) payment directly to the publishers/writers by the music services/retailers, and (ii) an all-in payment as part of the fee paid by the music services/retailers to Symphonic and are not paid separately to the publishers/writers of compositions. In those instances when Symphonic receives what is considered the mechanical royalty as part of the fee from Partners, the portion deemed the mechanical payment shall be included in royalties paid to Client and Symphonic shall identify and specify in the relevant statement(s) what composition(s) and share of the royalties are an all-in payment which includes the mechanical royalty portion.

- G. Audit.** All royalty statements shall be binding upon Client and not subject to objection by Client unless specific objection in writing, stating the basis thereof, is given to Symphonic within two (2) years from the date the royalty statement is rendered. Client shall have two (2) years from the date each royalty statement is rendered to conduct an inspection of Symphonic's books and records specifically relating to the Partner'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 Partners and retailers relating to Client's Content and not 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 once a year. Symphonic shall have the right in accounting to Client to rely upon the statements received by Symphonic from Partners 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.
- H. 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.
- I. Music Publishing.** This Agreement does not provide assignment of ownership in Client Content to Symphonic. Symphonic requires Clients to obtain and pay music publishing licenses to songwriters directly and/or to Performing Rights Organizations (i.e. BMI, ASCAP). In some instances, the Parties may mutually agree to have Symphonic 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.
- J. 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 L. 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.

K. 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 (“third parties”) who have received the Client Content from Symphonic prior to Termination and for which the agreement between Symphonic and third parties has not expired with respect to Client Content.
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:** Upon expiration or termination of this Agreement, all royalties received by Symphonic for the Content shall continue to be subject to the payment provisions outlined in Section F above. Upon completion of the quarter following expiration or termination, Symphonic will make a final payment to Client with all royalties earned/accumulated. In the event additional royalties accumulate in Client’s account following the final payment, Symphonic will provide any statement to Client on a quarterly basis until no royalty payments remain. 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 breach of the terms of this Agreement.
5. **Breach of Agreement:** If Client fails to abide by exclusivity provisions in this Agreement, it is considered a breach subject to the cure provision in paragraph K(2). If Client fails to cure such breach pursuant to K(2), this Agreement is subject to immediate cancellation. In the event Symphonic learns that Client has breached this provision and fails to cure, Symphonic will notify Client of the breach and will impose a penalty of \$250 US Dollars which may be satisfied in whole or part with any accumulated royalties in Client’s account.
6. **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.
7. **Takedowns of Content:** Should the client be in breach of this Agreement or wishes to cancel the Agreement outside of the Term notice provisions in Section E, a fee of \$10 per track will be charged to the Client to take down the content.

L. Action and Indemnification.

1. 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 F above, after first deducting all reasonable outside attorney fees and expenses, if any, of obtaining such monies.
2. 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 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. This obligation shall survive the termination of this Agreement.
3. 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 which may constitute infringement of copyright and/or trademark, and violate rights of privacy and/or publicity.

M. Label Change of Ownership or Assignment: If Client/Client's Company is sold, assigned or changes ownership, this Agreement may be assigned to Client's new Company until the expiration of the current Term. Client shall notify Symphonic of any assignment or change within 30 days of change for approval. Upon expiration of the current Term, the Agreement will not automatically renew, and the Parties will have the rights, but not obligation to enter into a new agreement.

N. Non-Solicitation. Client agrees, both during and for one (1) year following 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. This provision survives the termination of this Agreement.

O. 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.

- P. 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, including those learned in the course of dealing or performance hereunder. Confidential information is including, but not limited to customer lists, marketing and financial tools, agreements between Partner and Symphonic, financial information, pricing information, and contact information, accounts and records pertaining to Client, Partners and other labels or artists (collectively the “Confidential Information”). 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 other authorized representatives (collectively the “Authorized Agents”). The parties further agree to instruct its respective Authorized Agents to not communicate, transmit, publish, disseminate or otherwise disclose any such Confidential Information without the express written approval of the other party. Notwithstanding anything to the contrary contained herein, if required by law or governmental regulation, either party may disclose the Confidential Information only after it provides the other party with notice of the potential disclosure and the other party has the opportunity to narrow the information to be disclosed or dispute the disclosure. Nothing in this provision shall prohibit either party from disclosing that an agreement exists between Symphonic and Client so long as the terms and conditions of this Agreement are not disclosed.
- Q. 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 in connection with Client Content 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. Symphonic warrants and represents that: 1) it has the right, power, and authority to enter into and fully perform this Agreement and all of its obligations under this Agreement; 2) it shall, at its sole cost and expense, encode and deliver the Client Content to its Partners.
- R. 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: 707 N. Franklin St., 4th Floor, Tampa FL 33602, USA
and Copy to: support@symdistro.com

To Client:
(At the address entered upon sign up).

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 a 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 actual written receipt, and (d) royalty statements shall be sent as set forth in Section F.



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Any change or amendment to Notice method may only be accomplished in writing and agreed by both parties.

S. Amendment. Any change, modification or amendment of this agreement within the term must come in the form of writing and/or through a web-based Terms & Conditions approval form to be approved by both Parties.

T. 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.

U. 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.

V. Fee & Royalties Schedule

Option 1: No sign up fee
(70% of royalties to client (Client must make \$50 in quarter in order to claim payment).

Option 2: No sign up fee
(80% of royalties to client (Client must make \$75 in quarter in order to claim payment).

Option 3: \$200 sign up fee
(90% of royalties to client (Client must make \$100 in quarter in order to claim payment).

DISTRIBUTION PROCESS INFO LABEL DISTRIBUTION

This page is intended to provide you with additional information re: distribution process

- A. Process and Email.** Upon registration, an email will be delivered to the Client from Symphonic Distribution explaining all of the processes 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. Any issues receiving the welcome email or with the Symphonic Distribution Management System (“SymphonicMS”) can be reported via www.symphonicsupport.com
- B. Release Date.** Client will choose a release date for every product created through SymphonicMS. In some instances, Symphonic will choose a release date that complies with requirements set forth by a Partner.
- 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 Label Distribution agreement and also agrees to not include any third party logos of Partners. Cover art should NOT include website addresses, unauthorized logos, and/or anything not accepted by our Partners. For a detailed list of what is not accepted, Client may create a help desk ticket at www.symphonicsupport.com
- F. Artist Pages.** If Client wishes to have an Artist or Label 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, Piracy Protection (Topple Track), Soundcloud Monetization, Sample Pack Distribution, Video Distribution, STEM Distribution, YouTube Monetization, Neighboring Rights, Sync Licensing, and other revenue-generating services will be available to select Client(s) as an optional service. Symphonic also offers Creative Services such as Marketing, Mastering, Creative Design and Video Production. 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.
- H. Online Account Details.** All account details such as W9, W8-BEN, addresses and phone numbers will be kept confidential by Symphonic and will be stored within the “Account Details” section of the Symphonic Distribution Management (“SymphonicMS”). We recommend you always update these details to ensure that we have the latest information on file.