



SYMPHONIC DISTRIBUTION

DIGITAL DISTRIBUTION AGREEMENT



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, Inc. (“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 that specialize in reselling/displaying of recordings through recording, mobile and streaming platforms (“Partners”). Pursuant to the terms of this agreement, Client has selected Symphonic to exclusively distribute content consisting of client-owned sound and/or video (“Client Content”) to Partners. The Parties may have additionally entered into a Terms Sheet prior to this Agreement. In the event of conflict, this Agreement (“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. 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 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.
2. **Synchronization:** As used herein, “Master Use” shall also pertain to Symphonic’s non-exclusive right to record and license Client Content in synchronization 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 necessary for broadcasting or transmitting in the aforementioned systems. Symphonic will seek Client’s prior approval for each synchronization opportunity (approval not to be unreasonably withheld). Once Symphonic presents such opportunity in writing to Client, the opportunity and any related options or ancillary uses shall become exclusive to Symphonic. Synchronization opportunities shall not affect the other terms contained within this Agreement.
3. **Neighboring Rights/Sound Recordings:** Symphonic shall have the exclusive right to collect all income deriving from Client Content sound recordings. Symphonic shall also have the right to grant sound recording collection entities the right to authorize and collect sound recording royalties derived from Client Content exploitations in streaming, downloads and other media, and to collect all such royalties from sound recording collections entities.
4. **Audio Fingerprinting:** Symphonic shall have the exclusive right to deliver Client Content in the form of reference files to YouTube and to collect payment for uses embodying such Client Content reference files. Client Content may only qualify for audio fingerprinting if Client Content is 100% owned and controlled by Client, and does not include licensed or public domain content.



SYMPHONIC DISTRIBUTION DIGITAL DISTRIBUTION AGREEMENT



5. **Partners:** Symphonic agrees to distribute and license 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 royalty and revenue threshold requirements outlined in this Agreement.
6. **Territory:** Distribution is worldwide (“Territory”) unless Client chooses to withhold a specific territory for a release / recording. Any modifications to the territory for Client’s entire account shall be in the form of a written agreement between the parties.

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. **Client Content:** Client Content shall mean all sound recordings, video recordings (both short and long-form), artwork and accurate related metadata owned or controlled now or at any time during the Term by Client, Client’s affiliates or companies acquired by Client, or with whom Client has merged or obtained Client Content rights therefrom. Upon review, certain short or long-form video recordings may require an addendum to this Agreement at Symphonic’s discretion.
2. **Delivery:** Client shall deliver Client Content to Symphonic’s Department via its online Management System (“SymphonicMS”) simultaneously with execution of this Agreement, or after payment is submitted to Symphonic (where payment required). Client Content shall be delivered during the Term at client’s own expense in first-class commercial quality, in compliance with the specifications stated on SymphonicMS and all marketing and related materials shall bear an appropriate copyright notice. Where applicable, Client shall provide administrative log-ins and access for digital or streaming channels. Delivery is complete when Symphonic provides written confirmation thereof. Denial of client content may occur for various reasons and as outlined in Section O.
 - a. **Delivery to/from Symphonic:** Client is solely responsible for uploading Client Content to SymphonicMS for distribution. Symphonic does not obtain or secure transfer of Client Content from Client’s former distributor or other third parties. Upon the expiration or termination of this Agreement, Symphonic will no longer host Client Content on its servers and Symphonic is not responsible or obligated to transfer Client Content from Symphonic to Client or any third party.
3. **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.



SYMPHONIC DISTRIBUTION

DIGITAL DISTRIBUTION AGREEMENT



4. **Modifications by Partners:** Partners receiving releases from Symphonic may modify portions of Client Content (ex. a genre, artist name, release name) if in their reasonable business judgment they feel it is appropriate. Symphonic will distribute Client's material "As Is," subject to minor modifications outlined above. Client understands that "As Is" means that the Client Content delivered to Symphonic is delivered to Partners in substantially the same form.
5. **Storage:** Client acknowledges that he or she is primarily responsible for storage and backup of Client Content on his or her own server(s) or devices. Symphonic stores specific files for distribution purposes but is not otherwise 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.
6. **Updates (Redelivery, Mistakes, File Replacements):** Client should use reasonable efforts to ensure that its material is correct and final prior to delivering to Distribution Department for approval and delivery to Partners. Changes/Errors that are to be requested to be updated may be subject to a US \$5 processing fee, per request. Requests are to be submitted via SymphonicMS. Client must not reach out to any Partner directly. Symphonic cannot guarantee that a Partner will acknowledge or agree to any requested change. Client agrees to provide Symphonic with replacement files, if requested, for purposes of re-delivery. After a period of one (1) year, Symphonic re-assesses all Client Content. Upon expiration of one year and assessment, Symphonic may no longer continue to host Client Content, or may ask for updated, replacement files from Client. Symphonic agrees to inform Client within a reasonable time of any Client Content it will no longer host and subsequently, the then-current Term for exploiting Client Content will terminate as to that Client Content.
7. **Takedowns (Voluntary and Involuntary).** Should Symphonic have to perform a Takedown for any reason, the following will apply.
 - a. **Infringement Takedown:** Client agrees that in the event Symphonic receives a takedown request from a Partner or other third party due to a copyright or trademark infringement notice, Symphonic will charge a US \$20 fee per release. Further, in the event a takedown occurs due to violation based on Client's actions, omissions or violation herein, 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 or Claim. A Claim under this paragraph is also subject to the notice period in paragraph K(8) and L.
 - b. **Voluntary Takedown:** Client agrees to pay Symphonic for any takedown he or she requests, for any reason. The processing fee is US \$10 per release takedown. A release means an album, single, or EP and may be a container of various songs hosted within one release. All requests are to be submitted through SymphonicMS.
8. **Partner Specifications:** Each Partner has a different standard 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.
 - a. **Client's Preferred Partners:** Symphonic is not obligated to promote Client Content to Client's chosen preferred Partner for special features, banners or playlists on Partner platforms. For clients in the Collaborator Fee Schedule, Symphonic may assist Client in Partner promotional efforts, but such efforts are not guaranteed. Clients in the DIY Fee Schedule may request promotional efforts for additional fee. Such request should be made to www.symphonic.help



- E. Term.** The term of this Agreement is for three (3) years from the date of this Agreement (the “Initial Term”).

After the Initial Term, either party may terminate this Agreement by giving notice no later than sixty (60) days prior written notice. Written notice will be considered sufficient when received via our help center at www.symphonic.help or at the address and method outlined in Section S. The effective date of such termination after notice shall be the end of the 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 three (3)-year terms until a party terminates the Agreement through written notice. Failure to give notice as outlined above may be subject to takedown penalties in K(6).

F. Fees, Royalties and Accounting.

1. **Label Royalty Details (all fees in US Dollars):**

- a. 85% (or other % pre-negotiated) of royalties paid to client; Client must make Threshold of US \$50 as of their last royalty Statement posting for Client to claim payment (Download and Streaming providers); Additional fees for other aspects of the SymphonicMS available a-la-carte and/or through a monthly plan offered separately by Symphonic.

2. **Royalties:** All royalty-related rates, including “Threshold” requirements, are also available online. Payments are made in US dollars. For the purposes of this Agreement, “Threshold” means that Client must generate a specific amount of revenue (US \$50) per month to claim payment. Failure to reach the Threshold will result in non-payment. However, in the event of non-payment, the revenue amount will accumulate each month until Threshold is met and at which time, Client can request payment.

- a. **Calculation:** Royalties are calculated by the Partner platform upon which the Client Content appears and are processed in accordance with the exchange rates provided by Partners to Symphonic or the exchange rate listed on the day the Partner 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 Partner does not appear on Client’s royalty statement (“Statement”), the Client Content did not generate any revenue from that Partner during that Statement period. Client may view estimates and posted Statements on SymphonicMS.

- b. **Mechanical Royalties:** Client hereby acknowledges that in the United States mechanical royalties for digital sales may be paid by music services/retailers: (i) directly to the music publishers/writers, or (ii) an all-in payment to Symphonic, which includes any fees due to Symphonic. When Symphonic receives what is considered the mechanical royalty as part of the fee due from Partners or others, Symphonic shall identify in the relevant Statement(s) the amount of the payment that comprises the mechanical royalty. This royalty is then paid to Client after all fees expensed by Symphonic.

- c. **Real-time Royalty Reports:** In some instances, Client may have access to a module showing “real-time” daily sales and 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 Partners or paid to you.

3. **Monthly Accounting/Payments:** Symphonic shall compute the total royalties earned by Client on a monthly basis. 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.



SYMPHONIC DISTRIBUTION

DIGITAL DISTRIBUTION AGREEMENT



- a. **Statements:** The Statement will include details and total royalty amount due to Client, if any. Statements posted may include both the immediate previous month and additional previous months. Symphonic cannot guarantee timely reporting and payment by all Partners and thus, Symphonic Statements will include payments only for Partner reporting Symphonic has received. Some Partners only report to Symphonic quarterly. Client acknowledges and agrees that Symphonic has no liability for Partners' 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) days of receipt of the payment request. Client is required to identify the payment method within SymphonicMS (paypal, Xoom, etc) and in some instances, additional fees may apply. Failure to provide payment details or submit a payment request through SymphonicMS prevents and/or delays Symphonic from paying any royalty to Client.
- c. **Statement Delay:** Client shall promptly advise Symphonic if he or she has not received a Statement (some Statements will indicate that no money is owed to Client). Upon notification, Symphonic shall investigate the situation and assure that a Statement is sent to Client within a reasonable time. 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. **Client Inactivity:** Should Client not access SymphonicMS, claim payments, and/or interact with any personnel at Symphonic for a period of 2 years after Client's Term has expired or terminated, Client agrees to forfeit any and all royalties or outstanding payments owned to Client by Symphonic.
- e. **Tax Details:** Symphonic withholds fees according to United States IRS-issued guidelines. Approximately 90 days after each calendar year ends, Symphonic provides form 1042-S to Client. Client must confirm Client's tax residency status by submitting Form W-9, Request for Taxpayer Identification Number and Certification (for U.S. citizens 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) via SymphonicMS.

4. **Additional Fees & Services:**

- a. **Partner Fees:** Partners may impose additional fees and which are outside of Symphonic's control. Partner Fees may be deducted and will not be included in NET payments to the Client (Example: Voided Transactions, Promotional Expenses, Publishing Withholding). Promotional expenses of \$0.02 US have been known to occur by Partners such as Beatport and others.
- b. **Non-Revenue Generating Partners:** Symphonic 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 account and must be paid by Client prior to distribution. (Example: Anti Piracy Protection, Distribution to Metadata focused partners such as Gracenote, Bandcamp, Audible Magic).
- c. **Sub Accounts / Additional Account Additions:** Client will incur additional fees for every additional account name added to Client's existing account, to be paid by Client prior to any addition. Request is to be made via the Help Center at www.symphonic.help and may be denied.



SYMPHONIC DISTRIBUTION

DIGITAL DISTRIBUTION AGREEMENT



- d. **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 or sub licensing) is an additional fee, to be paid by Client. The fees are US \$24.99 per UPC and US \$14.99 per ISRC. Any UPC or ISRC used for outside Symphonic must be approved by Symphonic prior to use.

 - e. **Advances or Breakage:** If Symphonic receives an advance or breakage revenue, Symphonic will analyze the data to determine whether any of the advance monies correlate to existing Client Content. In some instances, a breakage rate may be imposed on Client Content royalties prior to payout. If such rate is imposed, and Symphonic later receives additional payment or reports for the same Client Content, it will be paid to Client under the normal payment schedule.

 - f. **Additional Services:** This Agreement only governs Client's electronic digital music Distribution of traditional songs for the sale and streaming on Download and Streaming Partners. Services such as *Publishing Administration, Piracy Protection (Topple Track), Soundcloud Monetization, Sample Pack Distribution, Video Distribution, STEMS Distribution, YouTube Monetization, Physical Distribution, Ringtone Distribution, Creative, Mastering, Web/Graphic, Marketing* and other revenue-generating services may be available and are subject to separate fee(s) and agreement structure(s). More information on additional services is available via the Symphonic website.
- 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 related to collective bargaining agreements, third-party licenses, music publishing licenses and other royalties pertaining to Client Content.
- I. Music Publishing.** This Agreement does not provide assignment of ownership in Client Content to Symphonic. Music publishing licenses will be paid to songwriters directly from Performing Rights Organizations (i.e. BMI, ASCAP) and not through Symphonic. In some instances, the Parties may mutually agree in writing to have Symphonic assume the responsibility for these licenses and deduct any associated fees and costs from the Client Royalties.



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 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 Client 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, or owned by the Client and which results in a claim by any third party, Client agrees that Symphonic is exempt from all wrongdoing and Client agrees to indemnify Symphonic pursuant to the terms in Section L. Further, Client hereby provides Symphonic with a license to use Client's copyrights, trademarks, name and likeness 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 Client Content. However, Client acknowledges that licenses Symphonic may have granted to Partners may remain in force for a time period after the termination 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 Partners/third parties has not expired with respect to Client Content.
2. **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 month following expiration or termination, Symphonic will issue a final Statement to Client with all royalties earned/accumulated. In the event additional royalties accumulate in Client's account following the final Statement, Symphonic will provide any statement to Client on a monthly basis until no royalty payments remain. The final payment is made during the next regularly-scheduled monthly payment and payments are not expedited following termination or cancellation.
3. **Symphonic Rights to Cancel:** Regardless of other termination provisions, 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, improper manipulation of sales or streams, violation of another person's intellectual property or breach of the terms of this Agreement.
4. **Breach of Agreement:** If Client fails to abide by exclusivity provisions in this Agreement, it is considered a breach of this Agreement, subject to a 20-day opportunity to cure the breach. If Client fails to cure such breach within twenty days (20) of notification of same, this Agreement is subject to immediate termination. In that event, Symphonic will notify Client of the termination and will impose a penalty of US \$500 which may be satisfied in whole or part with any accumulated royalties in Client's account.
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 and costs incurred in such dispute.
6. **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 US \$10 per release will be charged to the Client to take down the Content.



SYMPHONIC DISTRIBUTION

DIGITAL DISTRIBUTION AGREEMENT



7. **Illegal Boosting:** Use of bots, third party tools, 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, and will not pay out any funds unless a resolution is reached wherein Symphonic's investigation determines that Client has not engaged in the prohibited activity. Any request by Symphonic is subject to 8(a) below.
8. **Copyrights / Disputes of Content:** Where Symphonic receives a notice or claim of copyright or other legal-related dispute pertaining to Client Content, Symphonic is entitled to withhold royalties owed to the Client related to such Client Content. Client will only receive payment for disputed Client Content wherein 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.
 - a. If Symphonic receives a copyright 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) days of notification, Symphonic will issue takedowns for affected Client Content. Further, in the event Symphonic has to issue takedowns related to any Client Content as a result of such notice, Symphonic will issue a \$20 charge per release subject to takedown.
 - b. In addition to the above, Symphonic may request documentation to support the ownership of material from the Client at any time. Failure to provide documentation within three (3) days of Symphonic's ownership request will result in non-payment of royalties, take down of content, and immediate closure of Client's account.

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 incurred by Symphonic, 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.



SYMPHONIC DISTRIBUTION

DIGITAL DISTRIBUTION 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.
4. In the event of any dispute surrounding the distribution of Client Content under this Agreement, Symphonic will freeze any royalty payments owed 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 Partners' websites, 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.

M. Brand 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. Client shall notify Symphonic of any change within 30 days of change. Upon expiration of the current Term, the Agreement will automatically renew, unless Symphonic elects to terminate this Agreement in its discretion.

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. Denial of Client Content. 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, or (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 review and distribution hereunder.

1. **Scandalous Material:** Symphonic will not distribute scandalous, illegal, hateful, highly-objectionable or offensive material. Symphonic and Partners reserve the right to reject or retract distribution of any Client Content at its discretion.
2. **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.



SYMPHONIC DISTRIBUTION

DIGITAL DISTRIBUTION AGREEMENT



- P. Confidentiality.** Client acknowledges that it may come into contact with Symphonic's confidential information, such as valuable, secret, special, and unique assets or business practices, including those learned in the course of dealing or performance hereunder. Confidential information includes Symphonic's customer lists, royalty data and reports, marketing and financial tools, pricing information and agreements between Partner and Symphonic (collectively the "Confidential Information"). Client covenants and agree that, during the Term of this Agreement, and all times thereafter, it will not disclose the Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose without the express written approval of Symphonic, except to its attorneys, accountants and other authorized representatives (collectively the "Authorized Agents"). Notwithstanding anything to the contrary contained herein, disclosure of Confidential Information may be disclosed as required by law or by a court, governmental agency or legislative body after providing Symphonic with notice of the potential disclosure. Nothing in this provision shall prohibit either party from disclosing the terms of this Agreement.
- Q. Client Responsibility.** Client assumes responsibility of ensuring that Client Content and account details are correct and updated at all times.
- R. 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 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.
- S. 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, 4th Floor, Tampa FL 33602
and Copy to: support@symdistro.com

To Client:
(At the address provided to Symphonic upon SymphonicMS or in-person 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 written receipt, and (d) royalty statements shall be sent as set forth in Section F.



SYMPHONIC DISTRIBUTION
DIGITAL DISTRIBUTION AGREEMENT



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

- T. 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 SymphonicMS Terms & Conditions approval form.
- U. 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.
- V. 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.



DISTRIBUTION PROCESS INFO

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 the Help Center at www.symphonic.help
- 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 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 request via the Help Center located at www.symphonic.help.
- F. Branded Pages.** If Client wishes to have his or her own brand page or participate in any additional brand or offerings by a third party Partner such as Beatport, iTunes, etc., Symphonic can provide instruction to the Client based on the request. However, not every request will be available and approved by a Partner, and Client must make its 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, and other revenue- generating services will be available to select Client(s) as an optional service and are excluded from this agreement due to the fact that separate terms and conditions apply. 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, personal addresses and phone numbers will be kept confidential by Symphonic and will be stored within the “Account Details” section of the SymphonicMS. We recommend you always update these details to ensure that we have the latest information on file and to avoid delay.