

VIDEO DISTRIBUTION AGREEMENT

This Agreement, between **Symphonic Distribution**, located at 707 N. Franklin St., Ste 400, Tampa, FL, 33602, USA and "Client" (hereinafter referred to as "Client"), is entered into the date of which the Video is being Distributed. The date of the agreement and "Client" details are to be filled out by the Client.

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 Distribution's video services. Pursuant to the terms of this agreement, Client has selected Symphonic Distribution to exclusively distribute video content ("Client Content") to certain Partners of Symphonic Distribution.

B. Video Distribution.

1. **Exclusivity:** Client agrees that this agreement is exclusive worldwide during the Term for the distribution of Client Content by Symphonic.
2. **Partners:** Symphonic provides Client Content to Partners for video streaming, downloading and/or sharing by internet users. The Partners can be viewed at www.symvideo.com and may be subject to change.

C. Client Content.

1. **Delivery.** Client shall deliver Client Content to Symphonic's Video Content Department via its online management system after payment is submitted to Symphonic Distribution. Videos shall be delivered in compliance with the specifications stated on Symphonic's online management system and all videos shall bear an appropriate copyright notice.
2. **Modifications.** In some instances, Symphonic may need to make minor modifications to Client Content, such as to add a logo or text listing the name and title of audio tracks featured within Client Content for display on Symphonic's platforms. Client agrees that Symphonic is entitled to make modifications in its discretion and holds Symphonic harmless as to these modifications.
3. **Changes / Errors after Submission.** Each and every Client should use reasonable efforts to ensure that their material is correct prior to delivering to our Video Content Department for approval and delivery to Partners. Changes / Errors are communicated via the Fee schedule on this agreement. Client should communicate the Change / Error directly to Symphonic Distribution at video@symphonicdistribution.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.

D. Term. The term of this Agreement is for two (2) calendar years. 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 (video@symphonicdistribution.com) or certified mail, return receipt requested at the address outlined in Section L.

E. Fees, Royalties and Accounting:

1. **Fee:** You agree to pay a fee of \$95 *per video* to be distributed through Symphonic to Partners. Payment must be made before or at the time video(s) are delivered to Symphonic. Symphonic Distribution accepts payment online via Credit Card (Stripe) and PayPal.

Changes / Errors will be subject to an additional \$10 fee per change on the video distributed. Takedowns of the video will be subjected to a \$50 fee. If Client wishes to re-upload video, Client will have to do so at the current rate of Video Distribution.

2. **Royalties:** Symphonic will pay Client 70% royalties received from videos distributed through Symphonic. Royalties are initially calculated by the specific Partner site upon which the Client video appears. In most instances, royalties accumulate both from video downloads and streaming. Royalties are paid to Client once Client accrues a payable balance of \$100.00USD 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 \$100.00USD NET (aggregated for all Content) shall be rolled into the following month and paid only when the balance exceeds \$100.00USD.
3. **Accounting:** Symphonic pays royalties to Client in one lump sum payable quarterly. *For countries and/or individuals not accepting Pay Pal or USA checks, we do have the ability to send payments via Xoom 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. The dates listed below are *estimated* dates when payment will be available for invoicing.*

Payment Schedule: Q1: May 10-20 / Q2: Aug 10-20 / Q3: Nov 10-20 / Q4: Feb 1-7

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 video@symphonicdistribution.com.

Access to the Symphonic Distribution management system is given to Client 3-5 working days after the submission of the video if Client does not already have access.

- F. Intellectual Property Ownership.** Client warrants and represents that it has all rights in the Client Content provided to Symphonic (including but not limited to 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 I, 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.

G. 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 Videos 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.** 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.

H. 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.

I. 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.

J. 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. 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.

K. 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.

L. Notice Requirement. All notices hereunder shall be given by certified mail, return receipt requested, by messenger or courier, to the respective addresses below:

To Symphonic Distribution, Attn: Video Department, 707 N. Franklin St., Ste 400, Tampa, FL, 33602, USA

To Client: At email address provided upon submission.

M. 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.

N. 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.

O. 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.

P. Client Notification. At times, Symphonic may communicate information directly to Client via email. The email address at which Client elects to receive notifications is the one provided to us at the time of the submission of the Video.

By agreeing to these terms and conditions via our submission form, you hereby **agree to and accept** the above terms of this agreement.