DISTRIBUTION CONTRACT

The following, when accepted by you will confirm the agreement as of the above date between you and us for the exclusive distribution of certain Master Recordings and the performances embodied thereon in accordance with the following terms and conditions:

1. You represent and warrant that you are free to enter into and abide by the terms of this Agreement and that you are the sole owner of the master recordings embodying the following compositions:

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Album** | **Track** | **Ad Streaming** | **Premium Streaming** | **Download Track** | **Download Album** | **Publisher** |
| The World is Yours | New Freezer | false | false | false | false |  |
| The World is Yours 3 | New Freezer 2 | false | false | false | false |  |

(hereinafter referred to individually and collectively as the Master") and of all the performances embodied thereon; that you have the right to give exclusive distribution rights and to make each and all of the grants herein made to us; and that no other person, firm or corporation has any right, title or interest in or to the Master or any copy or duplicate thereof, inconsistent with your rights therein, except as are specified herein, and that you have not heretofore done or permitted to be done, nor will you hereafter do or permit to be done, any act or thing which is or may be inconsistent with our absolute distribution of said Master and said performances or which may impair and/or curtail any of the rights given or grants made in this Agreement.

1. You further represent and warrant:
2. That, in connection with the recording of the Master, all costs of recording, musicians’ fees, and royalties to any artists, arrangers, and copyists, if any, have been paid in full by you; that you will be solely responsible for all above stated royalties and will indemnify us and hold us harmless against any losses, damages, costs or claims of any parties resulting from the services of the artists and musicians whose performances are embodied on said Master recordings.
3. That there are no liens, encumbrances and/or obligations upon or in connection with the Master or with the performance not specifically set forth herein.
4. The term "records", as used in this Agreement, shall be deemed to mean all transcriptions, duplications, encoding or any other method, now known or to be later utilized, used to duplicate the performance including, but not limited to phonograph records, audio cassette tapes, digital audio tapes and compact discs.
5. You hereby assign, transfer and grant to us absolutely for the term of this Agreement, the entire right to distribute in countries mentioned in section 3(c) without any limitation not specifically set forth hereinafter in and to the Master and all copies thereof and in and to the performances embodied thereon including but not limited to:
6. The exclusive distribution of the Master and all duplicates thereof and all the performances embodied thereon, and all or any parts thereof, edited, excerpted, altered or changed in any manner or by any means whatsoever for the term of this Agreement.
7. The sole, exclusive and perpetual right in the United States and the world to distribute, advertise, sell and otherwise deal in records manufactured from or embodying the contents of the Master or to refrain therefrom, upon such terms and conditions as we may decide, including the right to use and control all such records and the performances embodied thereon.
8. The non-exclusive right in the following regions and countries to use and publish and to permit others to use and publish the names, likenesses and photograph of all persons who performed in the recording of the Master, in connection with the sale and exploitation of records produced from the Master.

|  |  |
| --- | --- |
| **Region** | **Country** |
|  |  |

1. The duration of this Agreement shall be from <start\_date> to <end\_date> and at the end of this time this Agreement shall be null and void and all rights pertaining to the Master shall be returned to you.
2. In full consideration of the due performance of all the terms and provisions to be performed by you and for all the rights granted to us hereunder, we agree to pay you an online streaming rate of <streaming\_rate> per stream. As a percentage of revenue generated by the Master, we agree to pay you <royalty\_as\_percentage\_of\_revenue> % as royalty. No payment shall be paid for records that remain unsold.
3. You agree to obtain all necessary mechanical licenses from the copyright owners of the compositions embodied on the Master and to pay mechanical license fees which may become properly due by reason of the sale of records manufactured from the Master. In the event that you are the copyright owner of any composition or compositions embodied on said Master, you warrant that you have issued to yourself the necessary documents required by the copyright office.
4. The aforesaid Master is to remain on <record label name>, however, we will be allowed to add to the label that the record is distributed by us.
5. All payments which we may be required to make to you may be made by <payment method> payment method to <payment account>.
6. You further agree that for the duration of this Agreement you will not permit these artists to record the same compositions embodied within the Master.
7. We will compute royalties under this Agreement within <frequency> after <start date of the contract> till <end date of the contract>. A statement will be sent to <contact> every <frequency>.
8. If any disputes or differences whatsoever shall arise between us in connection with this Agreement, they shall be submitted to arbitration in <country>, in accordance with the laws, rules and regulations of that state.

**ACCEPTED AND AGREED TO BY:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**RECORD PRODUCER DIGITAL SERVICE PLATFORM**