

Symphonic Distribution Sample Pack Distribution Terms and Conditions

Overview

This agreement is for a Client to produce a sample pack to be distributed by Symphonic Distribution on Beatport Sounds, and any additional websites that the agreement between Symphonic Distribution and Beatport.com may involve now or in the future. The sample pack would be on sale under the Clients' brand name unless Client does not have a branded record label entity in which, would be distributed under a Symphonic Distribution branded record label. Requirements based on what the sample pack should contain are listed in this agreement.

Symphonic Distribution, LLC a Tampa, Florida based Digital Distribution company with its offices at 2318 Cypress Cove, Unit 102, Wesley Chapel FL 33544 and the said Client agree to the terms and conditions listed in this agreement for the distribution of sample packs onto the Beatport branded websites.

Clearance of Content:

Client Agrees To: Produce a 100% original sample pack containing samples that have never been used in any other production other than any releases of which they have previously released in the past covered under Symphonic Distribution's Digital Distribution Agreement. The samples contained in the sample pack may not have been reproduced from another sample pack in any way, shape, and/or form and Client agrees that if this very important clause is ignored, that Client may subject to legal action and agrees to any and all potential legal fees and ramifications that may arise from the issue. Client agrees that all samples to be distributed are to be cleared for sale and will be approved for sale from any and all artists that may contribute to the sample pack(s).

Distribution Of Sample Pack:

Client agrees that: Sample pack(s) will be distributed only to the stores in which Symphonic Distribution has signed onto and the Client further agrees to not send the sample pack to any third party, store, and/or music provider in any way, shape, form, and/or time now or in the future unless it is approved by Symphonic Distribution to ensure that there is no breach to any agreement Symphonic Distribution and Beatport have engaged in. Client further understands and agrees that Beatport (Symphonic Distribution's Sample Pack partner) may add on additional partners for the selling of the sample pack and should Symphonic Distribution deliver the sample pack to any additional store provider, to not have any issues and/or objections and to possibly sign an additional addendum to this agreement for the selling of the sample pack across future platforms.

Ownership:

Symphonic Distribution places no ownership over the sample but does place the exclusive rights to distribute the sample pack to the partners of which it has signed to for the period of 2 years.

Royalties and Tax Forms:

Client Agrees To: Receive 80% of the net proceeds. Net proceeds being sales after the store and Symphonic Distribution's share has been taken out. In addition, Client agrees that payment will only be made if the total NET sales for their sample pack(s) reach \$200 USD and agrees to provide either a W9 (USA Based) and/or a W8-BEN (International) to receive payment from the sample pack distribution. Should the amount not reach \$200 in a given quarter, the sales will roll over onto the following quarter until the amount is reached. Should the amount not be paid in a calendar year, the amount will roll over onto the next calendar year. Tax forms are available via SymphonicMS.com

Payment Days:

Client agrees that: Payments are to be made 45-60 days after a quarter ends and will be delivered along with a Excel document detailing each and every sale made.

Dates When Payment Is Ready: Q1: May 20-30 / Q2: Aug. 20-30 / Q3: Nov.20-30 / Q4: Feb. 20-30

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

Sample Pack Delivery:

Client agrees to: Deliver the sample pack using the directions to be delivered to Client upon the signing of this agreement. In addition to following the delivery instructions, if Client does not have a record label entity, the Client does not object to having the sample pack distributed under a Symphonic Distribution branded record label.

Restrictions:

Client agrees to: Not contact Beatport, Sounds To Sample, and/or any other sample pack selling website in regards to their sample pack. Client understands and agrees that should any issues arise with their sample

pack(s), to contact Symphonic Distribution personally to correct and/or fix any potential issue. Client understands and agrees that Symphonic Distribution has non confidentiality agreements with sample pack retailers and understands that Symphonic Distribution cannot disclose specific agreement terms and conditions with the Client.

Exclusivity:

Client agrees that: This agreement is only Exclusive to whichever sample pack(s) they wish to produce and deliver through the Symphonic Distribution sample pack Client and Symphonic Distribution will not restrict Client from doing a sample pack with any third party such as long as any of the sample pack(s) done by the Client do not conflict with any sample pack production distributed by Symphonic Distribution to stores of which they have signed to.

Term:

Client agrees that: The term of this agreement is 2 years from the date signed and will continue to roll over unless both parties mutually agree to cancel the agreement. After the conclusion of the agreement, the sample pack(s) would be taken down from all sites it would be distributed to. Client further agrees that they must have written permission from Symphonic Distribution if they wish to distribute the sample pack they originally distributed under Symphonic Distribution to a third party.

Websites of sale:

Client agrees that: Sample websites such as Beatport and Sounds To Sample have their own terms and conditions to their customers and Client agrees to not have any issues with those terms and conditions in any way shape or form. Client further understands that those very same terms and conditions may evolve and change over time and still agrees to not have any issues and/or problems with the distribution of their sample pack in any way shape or form.

Legal Exemption:

Client agrees that: Should any legal issue occur from the distribution of the sample pack that they will be held responsible for any and all legal proceedings, fees, and jurisdictions. Client further agrees to not hold Symphonic Distribution responsible for any costs, proceedings, and jurisdictions and further agrees to not hold any partner such as Beatport, Sounds To Sample and/or a future sample pack selling website responsible for any potential legal issues that may arise. Client agrees and understands to get their own legal council and follow the steps necessary to resolve the legal issues without any assistance from Symphonic Distribution or websites selling the sample.

Promotion:

Client agrees to: Promote the sample pack with the direction of Symphonic Distribution's marketing department. Client may engage in third party promotions only with the written consent and approval of Symphonic Distribution. To assist in promotions, Client will compile a sample that contains brief audio snippets of the material contained within the sample pack for the promotion of the sample pack. Client also agrees to provide necessary details for Symphonic Distribution to package a biography in hopes of further selling the sample packs.

Sample Pack Creation & Delivery Instructions:

These sample packs can include loops, one shots, synth presets, effects, midi files, vocals, and anything else that you can make music with. Formats can include .wav, .aiff, Apple Loops, Ableton Sets, REX files, MIDI files, etc... Target size of the sample packs is around 300-500 MB selling for \$15-\$35 USD.

Sample of contents:

- 10 One Shot Synths
- 10 One Shot Basslines
- 10 One Shot Kicks
- 10 One Shot Snares
- 10 One Shot Percussions
- 20 Beat Loops
- 20 Synth Loops
- 20 Bassline Loops
- 20 Percussion Loops

Confirmation

Client agrees to all terms and conditions and acknowledges no further objections, complications, and/or issues with this agreement in any way shape or form.