

MUSIC DISTRIBUTION AGREEMENT

This Music Distribution Agreement ("Agreement") governs the relationship between the music distribution service provider ("Distributor") and any individual, artist, band, record label, rights holder, or entity ("Artist") that submits content for digital distribution through the Distributor's platform.

By submitting content for distribution, the Artist acknowledges that they have read, understood, and agree to be bound by the terms and conditions set forth in this Agreement.

1. DEFINITIONS

For the purposes of this Agreement:

"Content" means any sound recording, musical composition, album, single, EP, music video, artwork, metadata, lyrics, audiovisual material, or other media submitted by the Artist.

"Digital Service Providers" ("DSPs") means third-party platforms including but not limited to Spotify, Apple Music, YouTube Music, Amazon Music, Deezer, TIDAL, TikTok, Instagram, Facebook, JioSaavn, Gaana, Wynk, and similar services.

"Distribution Services" means the delivery, management, monetization, promotion, administration, and maintenance of Content on DSPs.

2. APPOINTMENT OF DISTRIBUTOR

The Artist hereby appoints the Distributor on a non-exclusive basis to distribute, make available, market, monetize, administer, and otherwise exploit the Content through DSPs and other authorized distribution channels worldwide.

The Distributor may sublicense, transmit, encode, store, reproduce, publish, and deliver the Content solely for the purpose of providing Distribution Services.

Nothing contained herein shall transfer ownership of the Content to the Distributor.

3. OWNERSHIP OF RIGHTS

The Artist shall retain all ownership rights, title, and interest in and to the Content, including all copyrights, neighboring rights, publishing rights, trademarks, and master recording rights.

Except for the limited rights granted under this Agreement, no ownership interest is assigned, transferred, or conveyed to the Distributor.

4. ARTIST WARRANTIES AND REPRESENTATIONS

The Artist represents and warrants that:

1. The Artist owns or controls all rights necessary to distribute the Content.
 2. The Content does not infringe upon any copyright, trademark, patent, trade secret, publicity right, privacy right, or other proprietary right of any third party.
 3. All samples, compositions, lyrics, artwork, recordings, performances, and audiovisual elements have been properly licensed and authorized.
 4. The Content does not contain unlawful, fraudulent, defamatory, misleading, obscene, hateful, discriminatory, or otherwise prohibited material.
 5. All metadata, credits, ownership information, and royalty information supplied to the Distributor are accurate and complete.
 6. The Artist has full legal authority to enter into this Agreement.
 7. The Artist is solely responsible for obtaining all licenses, permissions, consents, and clearances required for the Content.
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5. CONTENT REVIEW AND APPROVAL

The Distributor reserves the right, at its sole discretion, to review, reject, suspend, remove, or refuse to distribute any Content that:

- Violates applicable laws or regulations;
- Violates DSP policies or guidelines;
- Is subject to copyright disputes or ownership claims;
- Contains fraudulent metadata or misleading information;
- Creates legal, reputational, or commercial risk for the Distributor.

The Distributor shall have no obligation to provide reasons for rejecting any Content submission.

6. DISTRIBUTION SERVICES

The Distributor shall use commercially reasonable efforts to:

- Deliver Content to DSPs and partner platforms;
- Manage content ingestion and metadata processing;
- Facilitate royalty collection where applicable;
- Maintain content availability subject to DSP policies;
- Process takedown requests and updates when reasonably possible.

The Artist acknowledges that DSPs maintain independent policies and may reject, remove, modify, monetize, demonetize, or otherwise manage Content at their discretion.

The Distributor cannot guarantee placement, playlist inclusion, promotion, availability, or revenue generation.

7. ROYALTIES AND PAYMENTS

Royalties shall be calculated based solely on reports and payments received from DSPs and other authorized revenue sources.

The Distributor shall remit royalties to the Artist in accordance with the applicable revenue-sharing arrangement and payment policies published by the Distributor.

The Distributor reserves the right to:

- Withhold payments pending investigation of suspected fraud;
- Offset chargebacks, reversals, penalties, or overpayments;
- Delay payments while ownership disputes remain unresolved.

No royalties shall be due until funds are actually received by the Distributor.

8. COPYRIGHT CLAIMS AND INFRINGEMENT

The Artist shall be solely responsible for resolving any copyright, ownership, licensing, royalty, or rights disputes relating to the Content.

If the Distributor receives any complaint, takedown notice, copyright claim, legal demand, or allegation concerning the Content, the Distributor may immediately suspend or remove the Content without prior notice.

The Distributor shall not be responsible for investigating ownership claims beyond reasonable administrative review.

9. INDEMNIFICATION

The Artist agrees to indemnify, defend, and hold harmless the Distributor, its affiliates, officers, directors, employees, contractors, partners, successors, and assigns from and against any claims, liabilities, damages, judgments, penalties, losses, costs, and expenses, including reasonable legal fees, arising out of:

- The Artist's breach of this Agreement;
 - Any claim relating to ownership of the Content;
 - Alleged copyright infringement;
 - Misrepresentation of rights or permissions;
 - Violation of any law, regulation, or third-party right.
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10. TERM AND TERMINATION

This Agreement shall remain effective until terminated.

The Artist may request removal of Content by submitting written notice to the Distributor.

The Distributor may terminate this Agreement or remove Content immediately if:

- The Artist breaches this Agreement;
- Fraudulent activity is detected;
- DSP policies are violated;
- Legal or copyright concerns arise;
- Continued distribution may expose the Distributor to liability.

The Distributor shall use reasonable efforts to process takedown requests; however, removal timelines are subject to DSP processing schedules.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the Distributor shall not be liable for:

- Lost profits or revenue;

- Lost business opportunities;
- Loss of data or content;
- Delays in distribution;
- DSP actions or decisions;
- Service interruptions;
- Technical failures;
- Indirect, incidental, consequential, special, punitive, or exemplary damages.

The Distributor's total aggregate liability under this Agreement shall not exceed the total amount of royalties actually paid to the Artist during the twelve (12) months immediately preceding the event giving rise to the claim.

12. FORCE MAJEURE

The Distributor shall not be liable for any delay or failure to perform resulting from causes beyond its reasonable control, including acts of God, natural disasters, governmental actions, internet outages, labor disputes, cyberattacks, platform failures, or other unforeseen events.

13. INDEPENDENT CONTRACTOR STATUS

Nothing contained in this Agreement shall create any partnership, employment, joint venture, agency, fiduciary, or similar relationship between the parties.

Each party acts solely as an independent contractor.

14. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the Distributor is established, without regard to conflict-of-law principles.

Any dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of the competent courts of that jurisdiction.

15. ENTIRE AGREEMENT

This Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter herein and supersedes all prior negotiations, representations, understandings, and agreements.

The Distributor may update this Agreement from time to time. Continued use of the Distribution Services following publication of an updated Agreement shall constitute acceptance of the revised terms.

ACCEPTANCE AND SIGNATURES

By signing below, or by uploading, submitting, or distributing Content through the Distributor's platform, the Artist acknowledges that they have read, understood, and agreed to be bound by this Music Distribution Agreement.

ARTIST INFORMATION

Legal Name: _____

Stage Name (if applicable): _____

Email Address: _____

Phone Number: _____

Address: _____

ARTIST SIGNATURE

Signature: _____

Name: _____

Date: _____

DISTRIBUTOR INFORMATION

Distributor / Company Name: _____

Authorized Representative: _____

Email Address: _____

DISTRIBUTOR SIGNATURE

Signature: _____

Name: _____

Title: _____

Date: _____