



Music Distribution Agreement Contract with Mega Music App

This Agreement is entered into on this _____ by and between:

1. Mega Music App

Address:

Contact Email:

(hereinafter referred to as the "Distributor"), and

2.

Address:

Contact Email:

(hereinafter referred to as the "Artist").

WHEREAS:

- The Artist is the sole owner or authorized representative of certain musical works, including but not limited to recordings, compositions, and performances (hereinafter referred to as the "Content").
- The Distributor operates the Mega Music App, a music streaming application, and is engaged in the business of distributing music to its users.
- Both parties desire to enter into this Agreement to outline their respective rights and obligations concerning the distribution of the Artist's Content.

NOW, THEREFORE, the parties agree as follows:

1. Grant of Rights

1.1 The Artist grants the Distributor the non-exclusive right to distribute, stream, sell, and promote the Content on the Mega Music App.

1.2 The Artist grants the Distributor the usage rights to their audio recordings and music videos (MV) as part of this Agreement.

1.3 The Artist retains all ownership rights to the Content, including copyrights, unless otherwise specified in a separate written agreement.

2. Term of Agreement

2.1 This Agreement shall commence on the Effective Date and continue for a period of 5 years, unless terminated earlier per Section 8.

2.2 The term may be extended by mutual written consent of both parties.

3. Responsibilities of the Distributor

3.1 The Distributor agrees to distribute the Content through the Mega Music App to its users.

3.2 The Distributor will provide app maintenance, updates, server infrastructure for music data, and technology resources necessary for the operation of the app.

3.3 The Distributor will provide quarterly reports to the Artist, detailing revenue generated, download counts, and listen counts.

4. Responsibilities of the Artist

4.1 The Artist will provide the Distributor with all required materials, including audio files, music videos (MV's), artwork, metadata, and necessary licenses or permissions, in a timely manner.

4.2 The Artist guarantees that they have the legal right to distribute the Content and that it does not infringe on the rights of third parties.

5. Payment Terms

5.1 The revenue generated from the Content will be shared as follows:

- **70%** of the net revenue to the Artist (content owner).
- **30%** of the net revenue to the Distributor (Mega Music App owner).

5.2 This payment ratio applies to all revenue generated from music sales, downloads, and streams.

5.3 Payments to the Artist will also be calculated based on download counts, listen counts, and revenue from package purchases within the application.

5.4 The Distributor shall make payments to the Artist annually, with payments disbursed every December for the preceding year.

6. Marketing and Promotion

6.1 The Distributor may promote the Content at its discretion but is not obligated to provide additional marketing services unless agreed upon in writing.

6.2 Any specific promotional efforts will be outlined in a separate addendum if applicable.

7. Representations and Warranties

7.1 The Artist represents and warrants that:

- They have full authority to enter into this Agreement.
- The Content does not contain material that violates any laws or infringes upon third-party rights.

7.2 The Distributor represents and warrants that:

- It will use reasonable efforts to distribute the Content effectively.
- It will comply with all applicable laws and regulations.

8. Termination

8.1 Either party may terminate this Agreement by providing 30 days written notice to the other party.

8.2 The Agreement may be terminated immediately if either party breaches its obligations under this Agreement and fails to remedy the breach within 14 days after receiving written notice.

9. Indemnification

9.1 The Artist agrees to indemnify and hold harmless the Distributor from any claims, damages, or expenses arising out of a breach of this Agreement by the Artist.

9.2 The Distributor agrees to indemnify and hold harmless the Artist from any claims, damages, or expenses arising out of a breach of this Agreement by the Distributor.

10. Confidentiality

10.1 Both parties agree to keep confidential any non-public information exchanged during the term of this Agreement.

11. Governing Law and Dispute Resolution

11.1 This Agreement shall be governed by the laws of [Jurisdiction].

11.2 Any disputes arising from this Agreement shall be resolved through arbitration in [Location], unless otherwise agreed by both parties.

12. Miscellaneous

12.1 This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements or understandings.

12.2 Any amendments to this Agreement must be made in writing and signed by both parties.

12.3 If any provision of this Agreement is found to be invalid, the remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

For Mega Music App:

Name: _____

Title: _____

Signature: _____

Date: _____

For the Artist:

Name: _____

Signature: _____

Date: _____