



APPRISE MUSIC

DIGITAL MUSIC DISTRIBUTION

Your music in all important digital stores worldwide

SMARTER MUSIC MARKETING

apprisemusic.com
play.apprisemusic.com

APPRISE MUSIC DISTRIBUTION

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LICENSE AGREEMENT FOR DIGITAL DISTRIBUTION
BETWEEN THE UNDERSIGNED

APPRISE MUSIC & MEDIA - (THE DIGITAL MUSIC DISTRIBUTOR)

BUSINESS REGISTRATION: TIN: P0002467208 / REG No. BN073912018 – 00233

Head Office Located at: House #J45/7, Odikomann, Quaye Nungua Street, Accra.

REPRESENTED BY MICHAEL BAMFO, IN HIS CAPACITY AS CEO

A corporation organized and existing under the Laws of the Republic of Ghana.

Email: info@apprisemusic.com, artists@apprisemusic.com, apprisemusic@gmail.com

Tel/WhatsApp: +233245024002, +233265714106, +22677541798

AND

ARTISTE Name

Full family Name

Represented by (Record label).....

Date of Birth.....

Address.....

Email:

Telephone/WhatsApp.....

ARTISTE, LABEL, Or CONTENT PROVIDER, Hereinafter referred to as the “CONTENT PROVIDER”, on the other hand, BEING PREVIOUSLY RECALLED THAT: The Distributor has the business of distributing music in digital form. It has acquired or will acquire the operating rights from third parties, themselves owners or transferee, in particular distribution license agreement. It says the direct distribution of its catalog to its customers and partners who are distributors who publish and operate ONLINE SERVICES (as defined below) and offer their own customers, USERS (as defined below) download services and / or streaming, permanent or temporary by payment act or by subscription, of phonograms.

The CONTENT PROVIDER, holds the exploitation rights on the digital recording and / or PHONOGRAMS and / or VIDEOGRAMS (as defined below) that makeup its own catalog available said CONTENT PROVIDER, CATALOGUE AVAILABLE (as defined below) it owns or has acquired the operating rights from third parties. CONTENT PROVIDER, sent to the DISTRIBUTOR a list (see list in Annex A) of RECORDINGS and / or PHONOGRAMS and / or VIDEOGRAMS (hereinafter the “RECORDS”), part of his CONTENT PROVIDER, CATALOGUE AVAILABLE. The DISTRIBUTOR wishes to exploit the RECORDINGS and / or PHONOGRAMS and / or VIDEOGRAMS, have the transferable rights of use of digital RECORDINGS and / or PHONOGRAMS and / or VIDEOGRAMS and be entrusted with the distribution and exploitation rights including for download ("download") and / or listening("streaming")in the Territories concerned. The undersigned parties therefore agree to the terms below.

THIS STATEMENT IT AGREE AS FOLLOW: ARTICLE 1 - DEFINITIONS For the purposes of understanding this contract, the parties have agreed the following definitions:

1.1) The term “User”, it should be understood to have accepted all final one or more download formulas / download or stream present within ONLINE MUSIC STORES SERVICES defined below.

1.2) For "Artists Interpreters' should be heard, artists or artist groups whose performances are or will be reproduced on phonograms included in the CONTENT PROVIDER CATALOGUE AVAILABLE.

1.3) By "Record": it's meant any exclusively audio fixation of sounds of instrumental performance and / or vocal performance of any musical work with or without words, regardless of the recording process and/or media on which or whom it's given and the destination, said "Master Recording". Phonograms from the CONTENT PROVIDER, CATALOGUE AVAILABLE as defined herein, are hereinafter referred to as "Originals Phonograms". An album is defined as a set of several phonograms the CONTENT PROVIDER, owns the rights for digital distribution. Phonogram thus also includes the albums.

1.4) The term "CONTENT PROVIDER, CATALOGUE AVAILABLE" should be heard all sound recordings and videos music, selected by the CONTENT PROVIDER, in its sole discretion, including: 1. Records where it is initiated reproducing particular interpretations of work (s) music (s) 2. Records it owns or has acquired the operating rights from third parties, 3. Phonograms originals belonging to the CONTENT PROVIDER occurred before the entry into force of this contract and for the duration of the contract, 4. Originals Phonograms belonging to others and who's CONTENT PROVIDER, holds or will hold for the duration of this contract the rights to operate in the territories, and for which the CONTENT PROVIDER, authorizes the DISTRIBUTOR to ensure their digital distribution as part of this contract. List of PHONOGRAMS and / or RECORDS and / or VIDEOGRAMS authorized by the CONTENT PROVIDER, is appended hereto (APPENDIX A) and will be updated as necessary.

The DISTRIBUTOR hereby recognize and accept that the CONTENT PROVIDER, has the choice of Phonograms and / or Records and / or Pictures that he wishes to incorporate into the CONTENT PROVIDER, CATALOGUE AVAILABLE

1.5) The term "digital distribution" should be understood as the distribution, as a commercial phonogram and / or, video format of digital files from ONLINE SERVICES, via computer networks and / or telecommunications including the Internet, through a permanent download or not in the computer unit storage THE USER, in return, if applicable, pays a remuneration to the DISTRIBUTOR or client and ONLINE SERVICES.

1.6) Music Stores and DISTRIBUTOR's customers edit and exploit online services that enable their customers to purchase RECORDINGS and / or through PHONOGRAMS DOWNLOAD (download) or to LISTEN TO THE ACT (streaming), possibly as part of a subscription. These online services are any service that uses audio-visual means of transmission, data transmission or cable, that is to say, without the list being exhaustive, the Internet, mobile telephony, interactive television, home network, telephony, video telephony, interactive services over ADSL. The list of ONLINE SERVICES authorized by the CONTENT PROVIDER, is appended hereto (APPENDIX B) and will be updated as necessary.

1.7) For "Download" should be understood as allowing the action to the USER to download from the online service and to constantly keep in the storage unit of its materials, a digital file that reproduces a musical REGISTRATION or the PHONOGRAM CONTENT PROVIDER, CATALOGUE AVAILABLE to listen to their individual claims, and without limiting the number of plays and indefinitely. For "Listen to the act" should be understood as allowing the USER the action to hear from an ONLINE SERVICE without permanent retention in the storage unit of its materials, a music file or a RECORD or a PHONOGRAM from the CONTENT PROVIDER, AVAILABLE CATALOGUE to listen to their individual claims, and this, with a limited number of plays and / or indefinitely.

1.8) the term "Territory" should be understood territories as defined in Article 3 of this contract.

1.9) the term "Extract" should be understood as part of the sound recording or a recording of a phonogram, limited to a period of 30 (thirty) seconds maximum for listening by the USER in streaming mode only.

1.10) In "Music Video" (also called "Video Clip"): You should hear the audiovisual work produced by setting images to illustrate the interpretation of a musical work reproduced in a phonogram.

1.11) The term "Videogram" (medium-or videotape): It should be understood, any support for fixing and / or reproduction of any sequence of images in full or partially synchronized with sound, whatever the registration process, whatever the nature of the support (including videodisc, videotape, film or magnetic optical, video compact disc, magnetic tape or wire, digital video disc, etc) and whatever the destination.

1.12) The term "compilation" (of phonograms or videograms): You should hear a sound recording or video recording includes recordings of different artists, or recordings of the artist originally published on different phonograms or videograms, exceptionally associated to unreleased recordings.

ARTICLE 2 - OBJECT OF THE CONTRACT 2.1)

The CONTENT PROVIDER, hereby grants to DISTRIBUTOR under the conditions of this contract, all transferable rights to sell, copy, concession rights or licenses, distribution and generally operating RECORDINGS and / or PHONOGRAMS and / or of its VIDEOGRAMS CONTENT PROVIDER, CATALOGUE AVAILABLE for cable, remote transmission of download ("download") and / or listening ("streaming"), paid or not, extract (s) or in its entirety on ONLINE SERVICES for digital distribution. In addition, the DISTRIBUTOR is expressly mandated to distribute as soon as possible on his CATALOGUE AVAILABLE TO ONLINE SERVICES of APPENDIX B.

The term "cable", it shall mean the provision, by wire or wireless means, of a fixation, so that everyone can access them from a place and time individually chosen, this setting available either immediate or deferred. By "electronic transmission", it shall mean the transmission by wire or wireless program for reception by the public. The CONTENT PROVIDER is also responsible for promoting RECORDINGS and / or PHONOGRAMS and /or VIDEOGRAMS which he makes his case. The CONTENT PROVIDER entrusts the distributor the management and collection of neighboring rights for all territories. The CONTENT PROVIDER says he also has the distribution rights and the choice of Phonograms and / or video recordings and / or records he wishes to incorporate into the Catalog available.

2.2) The CONTENT PROVIDER, will provide DISTRIBUTOR all the technical, artistic and graphics needed for the distribution of each PHONOGRAM or videograms or the RECORD CONTENT PROVIDER, CATALOGUE AVAILABLE, namely, in particular, for each PHONOGRAM or REGISTER 'or videograms, the digitized form, the meta data, a picture (digital or physical) reproducing the front cover artwork and / or packaging of the PHONOGRAM and / or representative F / performers, by an artist whose biography or PHONOGRAMS or RECORDINGS VIDEOGRAMS or will be incorporated. The CONTENT PROVIDER, will also provide its full responsibility under the following form of computer file: name of the Artist (s)-Actor (s), Authors, composers and music publisher of the work, name of the Recording label, brand label, total duration of the phonogram, ISRC, UPC / EAN.

2.3) The DISTRIBUTOR is authorized to make the digital cuts technically or commercially necessary as well as digital storage of extracts of phonograms strictly necessary for these needs. The CONTENT PROVIDER, shall forward the right to the DISTRIBUTOR's customers or partners in the strictly necessary for the needs of their download services or streaming.

2.4) The DISTRIBUTOR, its customers and partners have complete freedom to choose PHONOGRAMS and / or RECORDS and / or VIDEOGRAMS where they wish to achieve SEO, sales and / or distribution. The DISTRIBUTOR, its customers and partners are entirely free for marketing actions and marketing activities, promotional purposes, free or not, they will undertake with the USER.

ARTICLE 3 - TERM AND TERRITORY

3.1. Rights as described in Article 2 of this contract and that address RECORDINGS and / or PHONOGRAMS and / or VIDEOGRAMS of Appendix A, are licensed as a commercial or promotional purposes by the CONTENT PROVIDER, to the distributor for territories and for the duration that are listed in APPENDIX A for each RECORD or phonograms or videograms. In the absence of specific mention in Appendix A, the rights are granted for the world and for a period of 5 (five) years from the date of signature of this contract for each new release.

3.2. It belongs to the CONTENT PROVIDER, to verify that it holds, he has acquired or has committed to acquire the rights to the territories named above and for the duration that are listed in APPENDIX A for each RECORD or phonograms or videograms.

3.3 • The DISTRIBUTOR will be free to cease operation at any time during this contract and recover subsequently, if it chooses and provide justification for such action to THE CONTENT PROVIDER.

3.4 • At the end of the term that is mentioned in ANNEX A, said operating period will be renewed by tacit agreement for the same period unless terminated by either party by sending a registered letter with acknowledgment of receipt 3 (three) months before the expiry of the period.

ARTICLE 4 – WARRANTIES

4. The CONTENT PROVIDER, be declared the sole owner of the exclusive exploitation rights on the RECORD and / or PHONOGRAMS and / or VIDEOGRAMS warrants the DISTRIBUTOR and against all claims and any disorder that could affect the peaceful enjoyment granted to the DISTRIBUTOR in this regard. The CONTENT PROVIDER guarantees the free and quiet use of the names of performers, composers and musicians who have collaborated with RECORDINGS.

The CONTENT PROVIDER, further certify that all legal obligations or contractual arrangements as may be liable have been paid, both in respect of performers and collective management organizations representing them.

The CONTENT PROVIDER, warrants that the performers of the recordings are, on the date hereof, free of any commitment which could be contrary in this Agreement and has concluded a contract with them in accordance with legal, including the Code of Intellectual Property (ICC).

The CONTENT PROVIDER warrants further that in case of other artists / musicians have participated in the making of this RECORDING and / or PHONOGRAMS and / or VIDEOGRAMS, he got from them the necessary approvals for free use by the DISTRIBUTOR of the RECORDINGS and / or PHONOGRAMS and / or VIDEOGRAMS. The CONTENT PROVIDER warrants the DISTRIBUTOR of any third party claim relating to the musical work and / or its interpretation in RECORDINGS and / or PHONOGRAMS and / or VIDEOGRAMS reproduced.

4.2. The CONTENT PROVIDER represents and warrants that it has fulfilled and will fulfill all amounts payable to any prior claim of the title provided herein and warrants the DISTRIBUTOR against using this regard. The CONTENT PROVIDER warrants that all costs related to REGISTRATION and / or PHONOGRAMS and / or VIDEOGRAMS have been fully paved and that under no circumstances it will be asked to DISTRIBUTOR any amount under this head. The CONTENT PROVIDER, shall obtain all remuneration due to performers whose performances are reproduced on PHONOGRAMS and / or RECORDS and / or VIDEOGRAMS and extracts a maximum of 30 (thirty) seconds used to promote commercial online services and marketing. The CONTENT PROVIDER warrants the DISTRIBUTOR any recourse against such person in respect of the remuneration referred to above.

4.3 • The CONTENT PROVIDER, undertakes to inform the DISTRIBUTOR in writing (paper or electronic mail) new RECORDINGS and / or PHONOGRAMS and / or VIDEOGRAMS he wants to integrate in the CATALOGUE and DISTRIBUTOR make available to the catalogs for which it has the rights of digital exploitation.

4.4 • The DISTRIBUTOR agrees to promote the implementation of technical measures taken by CONTENT PROVIDER,s of phonograms and videograms to ensure the protection of property rights, intellectual and not contribute to the neutralization of technical measures.

4.5 • The CONTENT PROVIDER, undertakes to verify that the text, declaimed, sung or written, or Pictures, RECORDINGS and / or PHONOGRAMS and / or VIDEOGRAMS it makes available to the DISTRIBUTOR under this contract do not threaten not the privacy of others, not conducive to the achievement of crimes, do not cause discrimination, hatred or violence because of race, ethnicity or nation, are not an apology for Nazism, did not dispute the existence of crimes against humanity, do not spread false information, are not defamatory, obscene, vulgar, pornographic, or indecent, do not constitute or encourage conduct that would constitute an offense, does not result in a call for civil liability, or do not violate local law or other legislation.

4.6. The. DISTRIBUTOR shall not be held liable for any errors in the published information concerning the CONTENT PROVIDER, its RECORDINGS and / or its PHONOGRAMS and / or its VIDEOGRAMS. It belongs to the CONTENT PROVIDER, to verify the accuracy of the information published by the DISTRIBUTOR.

4.7. The DISTRIBUTOR reserves the right to reject any or part of the RECORD and / or PHONOGRAMS and / or VIDEOGRAMS, or any other element, proposed by the CONTENT PROVIDER by written notification or e-mail to explain the purpose of the rejection.

4.8. The DISTRIBUTOR may freely use, directly or indirectly, extracts or full RECORDINGS, and / or PHONOGRAMS and / or VIDEOGRAMS for advertising purposes, including but without limitation, radio, television and the Internet or mobile and compilation release. The CONTENT PROVIDER has the authorization from performers and any beneficiary concerned. The CONTENT PROVIDER authorizes the DISTRIBUTOR to use as well as operate and / or make use of the reproductions of photographs, names, images, logo of the performers of any order to promote digital distribution and / or online sale in digital dematerialized form.

ARTICLE 5 - PAYMENTS

5.1. The DISTRIBUTOR agrees to pay royalties to the CONTENT PROVIDER, equal to 90% (NINETY percent) of the VAT net revenues collected by the DISTRIBUTOR. By net revenues collected, it should be understood that any amount directly perceive by The Distributor. Online Music Stores earnings for operating RECORDINGS and / or PHONOGRAMS and / or VIDEOGRAMS, any distribution fee, partnership, copyright and mechanical rights are already deducted.

5.2. In the case where the subject matter hereof RECORDINGS be included concurrently on the same PHONOGRAM and / or video running COMPILATION with other recordings, the CONTENT PROVIDER, royalties will be prorated to the number of shares owned by the subject matter hereof CATALOGUE AVAILABLE and shown on PHONOGRAM and / or Videogram considered in relation to the total number of tracks listed on the PHONOGRAM considered ("pro rata numeris").

5.3 • The DISTRIBUTOR shall transmit in electronic form and email to the CONTENT PROVIDER, a sales statement of the CATALOGUE AVAILABLE.

5.4 • If the balance is more than Euro 20€, the ARTISTE, PRODUCER, CONTENT PROVIDER will send an invoice to the DISTRIBUTOR in order to get the payment. Your balance needs to reach the 20€ contractual threshold.

• Your royalties are available each quarter, based on the following schedule:

- Payment date 1st Quarter > Q1 June, 1st
- Payment date 2nd Quarter > Q2 September, 1st
- Payment date 3rd Quarter > Q3 December, 1st
- Payment date 4th Quarter > Q4 March, 1st

On these dates your royalties will be marked as credited to your account, and you will therefore be able to request your payment.

ARTICLE 6 - PARTICULAR ARRANGEMENTS

6.1. No changes to the legal position of parties hereto may terminate this contract which will continue between them or their prior rights to the remaining term.

6.2. The undersigned parties agree to keep the stipulations set forth herein the most confidentiality in respect of any third party. Each party undertakes to enforce the strict obligations of confidentiality by its employees and collaborators. However, the parties may disclose the existence of this contract as a commercial reference.

6.3) the invalidity of one provision herein shall result in termination or cancellation of the contract, only clause deemed null ceasing to have effect.

6.4. The present contract may be terminated by either party in the event of serious breaches of the other party of its obligations, and, 45 days after a notice of having to repair the deficiencies detected remained unsuccessful, notified by registered letter with acknowledgment of receipt.

6. Upon termination at the initiative of either party, it will be recognized without prejudice to the rights of the aggrieved party to seek compensation for injuries resulting from either including lost profits or damages that will have been caused by the effect of violations of these obligations by the party responsible for this situation.

ARTICLE 7 - ELECTION OF DOMICILE - DISPUTES

7.1. For the execution hereof, the undersigned parties elect domicile at their respective addresses shown on the first page of this contract. Each party shall promptly give written notice to the other party any change of residence likely to occur during the execution hereof.

7.2. This contract shall be interpreted according to Ghana law applicable to contracts entered into and executed in Ghana. In case of dispute in connection with this contract or its performance, the parties attribute exclusive jurisdiction of the competent Courts of the headquarters of the DISTRIBUTOR.

7.3. In case of failure by either Party of any substantial obligation to put the expense of performance Agreement, the other Party may, after notice has no effect in within 30 (thirty) days notice given by registered letter with acknowledgment of receipt, automatically terminate, this Agreement, without prejudice to the damages she could claim from the defaulting party.

APPENDIX A

LIST OF RECORDS AND/OR VIDEOGRAMS

OBJECTS OF THIS AGREEMENT AUTHORIZED BY THE CONTENT PROVIDER

For each record and /or phonogram and /or video the territory is worldwide and the duration of the contract period is five years for each release.

Audio and video productions of

APPENDIX B

LIST OF ONLINE SERVICES AND MUSIC STORES OBJECTS OF THIS AGREEMENT AND AUTHORIZED IN DISTRIBUTION BY THE CONTENT PROVIDER

iTunes, Amazon, Spotify, Deezer, eMusic, Apple Music, YouTube, Tidal, Zayon, Google, Boomplay, etc...

And all existing or upcoming websites, online services and all operators and telecommunication networks in the case the distributor would be interested.

PAYMENT INFORMATION
PLEASE FILL IN CAPITAL LETTERS

DESCRIPTION	DETAILS
MOBILE MONEY NUMBER & REGISTERED NAME	
PAYPAL EMAIL & REGISTERED NAME	
BANK NAME/BRANCH	
ACCOUNT HOLDER NAME	
ACCOUNT NUMBER	
COUNTRY	
SWIFT / SORT CODE	
IBAN (INTERNATIONAL)	

APPRISE MUSIC & MEDIA
 C.E.O; **MICHAEL KWABENA BAMFO**



Sign:

DATE: 04, February 2020

ARTISTE, LABEL, OR PRODUCER, CONTENT
 PROVIDER
 STATEMENT READ, APPROVED AND AGREED TO

NAME:

.....

SIGN:

DATE: