

# Exclusive Artists Agreement Digital Distribution

by and between

Altitude of House Music Recording Label  
Email Address: aohm.music@gmail.com  
129 Main Road, Observatory, Cape Town, 7935  
- Hereinafter referred to as "AOHM" –

And

The artist who wishes to release their song(s) under AOHM  
- Hereinafter referred to as "**Artist**" -

## 1. Subject of the Agreement

The subject to of this contract is the distribution of songs by Altitude of House Music on behalf of the **Artist**. **Artist** grants AOHM full ownership and distribution rights. **Artist** warrants AOHM that during the contract period, he/she will not submit the music that he/she has submitted to AOHM elsewhere, or to grant the rights for distributing the songs to someone else. [In Summary: The songs under this contract should not be sent elsewhere]

## 2. Delivery

- 2.1. **Artist** shall provide AOHM with songs via email: [demos.aohm@gmail.com](mailto:demos.aohm@gmail.com) and all relevant copyright information (metadata, e.g Track title, name, release date, etc).
- 2.2. All songs delivered should be in 2 copies:
  - mp3 file with 320kbps quality.
  - .wav at 44.1 KHz
- 2.3. A short description of the release (2 to 7 lines)

## 3. Contract period and terms of termination

- 3.1. This agreement shall come into force after **Artist** has submitted all required files (mp3 + .wav).
- 3.2. The contract will remain valid until either party terminates by written notice to the other.

- 3.3. In the case of contract termination via notice, *AOHM* will provide the **Artist** with the total funds he/she has earned through the distribution on the agreed terms on clause 4.2. These will be only available upon request.

## 4. Fee

- 4.1. *AOHM* shall bear all reproduction, copyright, marketing, publisher fees and costs for distribution of songs.
- 4.2. **Artist** shall receive **50 % (fifty percent)** of **AOHM's net income** generated from the sales of the music within the terms and conditions of this agreement.
- 4.3. The **net income** is that which is received by *AOHM* from its third-party entities with regards to music distribution.
- 4.4. In the event that the monthly sales exceed:
- R500 per month, **Artist** shall receive 55% of earnings of that particular month.
  - R750 per month, **Artist** shall receive 60% of earnings of that particular month.
- 4.5. *AOHM* will only make payments to the primary artist. Where the main artist collaborated with other artists, he/she is liable of making splits with the artists according to their agreement which will not involve *AOHM* in anyway.

## 5. Accounting and payment

- 5.1. Sale and stream reports will only be provided to **Artist** upon request. Reports will only be available 3 months from date of release.
- 5.2. **Artists** withdrawals will be made upon request, provided the **Artist's** balance is **equal to or greater than R500**.
- 5.3. On the event that the **Artist's** balance is less than R500, the funds will be carried over to the following quarter.

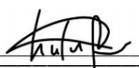
## 6. Artist Warranties

- 6.1. The **Artist** confirms that the provided information (metadata) is complete and correct.
- 6.2. The **Artist** confirms that he/she has 100% ownership of the songs submitted.
- 6.3. The **Artist** also guarantees the legality of the delivered contents and warrants that the publication of these contents will not violate the law respectively. [i.e, content delivered does not promote racism, pornography, or other inhuman content].
- 6.4. In case of a breach of any of the aforementioned warranties, the **Artist** shall reimburse *AOHM* for all costs arising from such and support *AOHM* in all respects in the event of a potential litigation. Independent from a final judgment, **Artist** shall compensate *AOHM* for all accruing costs, in particular **Artist** fees, claims for damages or any attorney or court fees incurred by *AOHM* for the solely responsible legal defence against any such claims within 30 days from accrual.

## 7. Miscellaneous

- *AOHM*, on its sole discretion, reserves the right to make any amendments to this agreement by electronic notice to *Artist*

- *AOHM* -  
Cape Town

  
\_\_\_\_\_  
Signature

21/01/2021  
\_\_\_\_\_  
Date