

EMETH MUSIC

ARTIST AGREEMENT

ARTIST TERMS AND CONDITIONS

This document sets out the terms and conditions upon which Emeth Music has agreed to host, sell and distribute your original digital music tracks (“Song/s” or “Album”, as applicable) on Emeth Music’s website (emethmusic.net) for you, as the Artist.

Emeth Music is a Christian Organization and ONLY accepts Christian content on all its platforms including the website “emethmusic.net”.

Please read these terms carefully and seek legal advice if you do not understand any of the terms. Your receipt of this document and signature below indicates your express and acceptance of the terms of engagement listed below.

1. OUR SERVICES

1.1. Emeth Music will provide the following services to the Artist:

- 1.1.1. Facilitate the publication of the Artist’s Song/s on the website where visitors can download or purchase a Song or Album, as applicable;
- 1.1.2. Set the purchase price, advertise and ensure proper distribution of the Song/s.
- 1.1.3. Collect funds on behalf of the Artist when a Song is purchased; and
- 1.1.4. Pay applicable shares to the Artist.

2. MUSIC DEFINITIONS

2.1. TRACK

Refers to a piece of music in a record or simply a “Song”.

2.2. ALBUM

Refers to a Collection of Tracks released in one Record.

3. UPLOADING

3.1. Register as an artist on emethmusic.net

3.2. Navigate to www.emethmusic.net/pricing-plan

3.3. Activate the Artist Plan for free

3.4. Once you activate this plan, you can now upload your tracks or Album(s). The Plan gives you access to 50 song uploads only so if you are uploading more than 50 songs, you’ll have to reactivate once you deplete it. However, it’s also renewable every after 1 year.

3.5. Artist must ensure that the following are strictly considered when uploading music to this platform:

- 3.5.1. Must have the rights for such music
- 3.5.2. The Song(s) must be original. In a case where the artist submits cover songs, it must be clearly indicated in the title and meta data of the song and must have been granted the rights to publicly publish such song(s) by the original Author of the Record in writing.
- 3.5.3. Must have high quality Artwork(s) and should not include any logo that interferes with our trademark.
- 3.5.4. Brief Description of the song, Artist Brief Biography.
- 3.5.5. Must Clearly state the Title of the song(s)/Album, Artiste Name, Name, Featuring Artiste if any, Genre, Year as applicable in the upload forms.

- 3.5.6. Must ensure that the Title, Artwork and other details provided match with the track attached to their upload
- 3.5.7. Must clearly indicate whether the Track/Album is Free or Premium and should clearly add price of the song/album if your submission is for a premium submission.
- 3.5.8. The Price indication must be a number only, and not with currency letter or symbol. E.g. **10** for 10 Kwacha and not K10 or ZMW10.
- 3.5.9. Please note that the current standard price for a track is 10 Zambian Kwacha. For Artists who are not staying in Zambia please ensure that you convert your currency to Zambian Kwacha (ZMK/ZMW) before adding price to your song(s) as our platform only displays prices in Zambian Kwacha.
- 3.5.10. Most Importantly, this Agreement must be properly filled and signed and email to info@emethmusic.net within 30 days after creating your Artist Profile. All Artists are required to sign contract, else, will be removed together with your uploads after 30 days if you do not return a signed copy of this contract.

4. REMUNERATION

4.1.Free

- 4.1.1. Music submitted under for Free is not subject to remuneration. The Artist shall not expect to be settled with any funds for any track(s) hosted on our website under this category.

4.2.Premium

- 4.2.1. Emeth Music will pay 75% percent shares of the total sales to Artist upon request provided that the artist has made such sales via hosting music on this platform and upon reaching a minimum of 1000 sales. In a case where artist would like to be paid their money before reaching the count of 1000, artist must request in writing.
- 4.2.2. Artist Shares in this category will depend on the number of users streaming or downloading that particular Album/EP/Track. Therefore, settlement may delay, see point 4.2.1. above.
- 4.2.3. Ensure that you provide correct account details when filling the forms in this contract. We will not be liable for any loss resulting from inaccurate information submitted by an Artist or Manager.

5. DURATION AND TERMINATION

- 5.1. This agreement will begin on the signature date of the Artist and will continue indefinitely until terminated by one party giving the other party 30 (thirty) days' written notice of termination via email, or the Artist has breached any term of this agreement.
- 5.2. Upon termination for any reason, Emeth Music will immediately remove any Song and the Artist from the online platform and pay to the Artist any income from Song sales as may be applicable.
- 5.3. After termination, the Artist may not connect itself with Emeth Music.

6. ADVERTISING ON THE WEBSITE

- 6.1. Emeth Music reserves the right to place third party advertisements on its website.
- 6.2. The Artist agrees that Emeth Music may use the Artist's logo and/or name in connection with Emeth Music for its promotion in any medium or public space for the duration of this agreement, unless otherwise agreed upon in writing.

7. OWNERSHIP AND GRANT OF RIGHTS

- 7.1. The Artist will keep ownership rights over the Song/s, including the master rights and publishing rights.
- 7.2. The Artist grants to Emeth Music:
 - 7.2.1. a non-transferable, non-exclusive, worldwide right to sell and distribute the Song/s through Emeth Music's website;
 - 7.2.2. the royalty free, non-exclusive, non-transferable worldwide right to allow users to preview a non-substantial portion of a Song/s;
 - 7.2.3. the right to use the Artist's name, logo, biographical description, Song/s, artwork and/or design supplied to Emeth Music for use on the website; and the right to collect any income from the sale of Song/s.

8. RELATIONSHIP BETWEEN THE PARTIES

The relationship of the parties will be governed by this agreement and nothing contained herein will be deemed to constitute a partnership, joint venture, record deal, publishing deal, employer/employee agreement or the like between them nor to constitute one party being the agent of the other for any purpose.

9. ARTIST WARRANTIES

- 9.1. The Artist warrants and agrees –
 - 9.1.1 that any submitted Song or part thereof, image, artwork or design provided to Emeth Music does not infringe any copyright or intellectual property rights of any third party to which the Song, image, artwork or design belongs.
 - 9.1.2 that it has the full legal right, power and authority to sign this agreement and grant the rights referred to it in clause 7 above and will notify Emeth Music immediately if any of the rights have been transferred to another party;
 - 9.1.3 that it will obtain in writing the consent of any labour organisation, management agency, copyright owner, other artists or any other relevant party whose performances are embodied, own any rights in the Song/s or has entered into any contractual relationship with the Artist in relation to the Song/s, and the Artist will pay all re-use payments, fees, royalties and other sums required to be paid for the consent, in connection with the use of the Song/s.
 - 9.1.4 that this agreement has been read and understood.

10. LIABILITY AND INDEMNIFICATION

- 10.1. Apart from instances of dishonesty or gross negligence, Emeth Music will not be liable for any loss, damage or delay, including loss of profits, suffered by the

Artist as a result of Emeth Music's provision of the Services, use of the website or negligence in respect thereof.

10.2. The Artist agrees to indemnify and hold Emeth Music harmless from and against any and all actions, claims, demands, proceedings or judgments (collectively "claims") and any and all losses, liabilities, damages, costs, charges and expenses (collectively "losses") of whatever nature and in whichever jurisdiction, which may be instituted, made or alleged against, or are suffered or incurred by the Artist relating to the provision of the Services or hosting the Artist's Songs on the website.

11. CONFIDENTIALITY

The terms and conditions of this agreement are absolutely confidential between the parties and shall not be disclosed to anyone else, except as shall be necessary to effectuate its terms. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

12. DISPUTE RESOLUTION

This Agreement shall be governed in all respects by the laws of the republic of Zambia and any applicable federal laws. In the event of a dispute, the parties will attempt to resolve the dispute through friendly correspondence, holding each other's best interests in heart. If such correspondence is not successful at resolution, the parties must then submit the issue to binding arbitration. The arbitration shall be conducted in the Republic of Zambia and the arbitrator's decision will be final.

The parties both agree that in no circumstance will either party publicize the dispute on any public platform, including social media. The parties understand that any publicity of this nature can cause serious damage to the other party, which damage may result in a financial claim.

13. GENERAL

13.1. Survival of Rights, Duties and Obligations: Termination of this agreement for any cause will not release either party from any liability which at the time of termination has already accrued to the other or which may accrue in respect of any act or omission prior to such termination.

13.2. Variation of this Agreement: No alteration, variation of, or addition to this agreement will be of any force or effect unless reduced to writing and signed by both parties.

13.3. Cumulative Rights and Remedies: The rights and remedies of the parties under this agreement are cumulative and in addition to any rights and remedies provided by law.

14. OTHER IMPORTANT NOTES

- Our platform (emethmusic.net) was initially designed as an online Music Store so as to make it easy for Zambian Musicians and Artists to sell their music online to attract a wider audience both locally and internationally and to enable fans of these artists

who can't travel to where the hardcopy CDs are to buy their copies online and receive the music direct to their devices.

- Please note that not all submissions will be considered as some may be declined due to not meeting our standards. Emeth Music will send a confirmation email within 72hours to notify you that your submission is successful, however, if you do not receive any notification, please revisit your submission and attempt another submission.
- An artist or agent can upload music to our website on their own by clicking the UPLOAD button from the main menu on our site if they are subscribed to a plan that allows them to get access to premium content. This applies only to the PREMIUM Category (Visit our website for more information about **Plans**).
- By submitting your music to Emeth Music you are granting us the right to alter any of your submissions for branding and marketing purposes. We have the right to remove or sensor any branding on your submission if we feel your branding conflicts with the Emeth Music brand.
- The decision to remove or keep an upload in our database or site is at the sole discretion of Emeth Music. All submissions must be made by the artist, an official distributing agent or other right holders of the music.
- We may decline a submission when it is exclusive to any other website which may limit Emeth Music to launch the submitted data at the launching date.

IN WITNESS THEREOF, the parties execute the Agreement as follows:

Artist Legal Name

Artist National ID #

Company Name (If Applicable)

Company Reg. No. (If Applicable)

Signee Capacity (Artist/Group/Record/Company Representative/Manager)

Signature

Date

EMETH MUSIC
Company Name

Company Representative Name

Company Representative Signature

Date

Payment Options

Please fill the required spaces with Account Information. These details will be used to settle you any funds that you make by using our services, please choose your preferred Payment Option (s) and provide your details accordingly.

1. Mobile Money Transfer

Network: _____

Account Name: _____

Number: _____

2. PayPal

Email Address: _____

3. Bank Transfer

Bank Name: _____

Acc. Number: _____

Acc. Name: _____

Branch Name: _____

Swift Code: _____

4. Cheque

PAYEE Name (Bank Acc. Name)

Your postal Address. _____
