

SONGDIS DIGITAL MUSIC DISTRIBUTION SERVICES AGREEMENT
(Basic & Growth Subscription Plans)

BETWEEN

SONGDIS LIMITED, a company duly incorporated under the laws of the Federal Republic of Nigeria with its registered office at 7a White county avenue estate Lagos Nigeria_____ (hereinafter referred to as "**SongDis**", the "**Company**", or the "**Platform**", which expression shall where the context admits include its successors and permitted assigns);

AND

The individual or legal entity that creates an account, subscribes to a Basic or Growth Plan, uploads any Release, accepts these Terms electronically or otherwise uses the SongDis Platform (hereinafter referred to as the "**User**", which expression shall include successors, legal representatives and permitted assigns where applicable).

SongDis and the User are individually referred to as a "**Party**" and collectively as the "**Parties**."

WHEREAS:

- a. SongDis owns and operates a proprietary digital music distribution platform through which independent Users, record labels, producers and rights holders may distribute, administer and monetise sound recordings across multiple Digital Service Providers ("DSPs") worldwide.
- b. The User wishes to subscribe to one of SongDis's subscription plans for the purpose of distributing and commercially exploiting the User's sound recordings and related content through the SongDis Platform.
- c. SongDis has agreed to provide self-service digital distribution and related services subject to the terms and conditions contained in this Agreement.
- d. The Parties acknowledge that SongDis is not acquiring ownership of the User's copyrights or Masters but is instead being granted a limited license to distribute, administer and exploit the Releases during the applicable distribution period.
- e. The Parties further acknowledge that this Agreement governs every Release uploaded by the User under the Basic or Growth Subscription Plans unless otherwise agreed in writing.

NOW THEREFORE,

In consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

DEFINITIONS

Unless the context otherwise requires:

"Account" means the User's registered SongDis user account through which Releases are uploaded, distributed and administered.

"User" means any individual or legal entity that subscribes to, registers for, or otherwise accesses the SongDis Platform under the Basic Plan, Growth Plan or any other subscription plan offered by SongDis from time to time, including, without limitation, recording Users, producers, record labels, , distributors, rights holders, content owners, or any other person or entity authorised to upload, distribute, administer or exploit sound recordings or other content through the Platform.

"Basic Plan" means SongDis's standard subscription package under which the User retains **Ninety Percent (90%)** of Net Receipts and SongDis retains **Ten Percent (10%)**, together with the services designated by SongDis from time to time for such plan.

"Growth Plan" means SongDis's enhanced subscription package under which the User retains **Ninety-Five Percent (95%)** of Net Receipts and SongDis retains **Five Percent (5%)**, together with additional promotional, marketing, analytical or distribution services designated by SongDis.

"Catalogue" means every Release uploaded by the User through the SongDis Platform during the Term.

"Commercial Release Date" means the first date on which a Release becomes publicly available on one or more Digital Service Providers.

"Content ID" means YouTube Content ID and every other digital rights recognition system now existing or subsequently developed.

"Digital Service Provider" or "DSP" means Spotify, Apple Music, Boomplay, Audiomack, TikTok, Meta Platforms, Deezer, Amazon Music, YouTube Music, Tidal, Pandora, Anghami, telecommunications operators and every other digital music or content platform now existing or developed in the future.

"Distribution Window" means the mandatory period of **Twelve (12) consecutive months** commencing from the Commercial Release Date during which the User may not remove or migrate a Release except as expressly permitted under this Agreement.

"Metadata" means all information associated with a Release including title, User name, ISRC, UPC, contributors, producers, composers, genre, language, release date and all other identifying information required by DSPs.

"Net Receipts" means all revenues actually received by SongDis from DSPs after deduction only of: DSP commissions; payment processing fees; applicable taxes; chargebacks; refunds; withholding taxes; third-party collection fees expressly applicable to the transaction.

"Platform" means the SongDis website, dashboard, mobile application, APIs, software infrastructure and every associated technology operated by SongDis.

"Release" means any single, EP, album, remix, live recording, instrumental version, deluxe edition, audiovisual recording or other sound recording uploaded by the User.

"Subscription" means the User's active enrolment under the Basic Plan or Growth Plan.

"Territory" means the universe, unless otherwise specified in the applicable Commercial Schedule.

"Term" means the period beginning when the User accepts this Agreement electronically and continuing until terminated in accordance with this Agreement.

1. ACCOUNT REGISTRATION, ELIGIBILITY AND SUBSCRIPTION

1.1. To access and use the SongDis Platform, the User represents and warrants that:

- a. the User is at **least eighteen (18) years** of age or has attained the age of majority in the jurisdiction where the User resides;
- b. where the User is below the age of majority, the User has obtained the prior consent of a parent, legal guardian or other authorized representative, who shall be jointly responsible for compliance with this Agreement;

- c. the User has the full legal capacity, authority and right to enter into this Agreement and perform all obligations hereunder;
 - d. where the User is acting on behalf of a record label, company, management entity or other organisation, the User has the requisite authority to bind such entity to this Agreement.
- 1.2. In order to access the Services, the User shall create and maintain an account on the SongDis Platform. The User shall provide accurate, complete and current information during registration, including where applicable:
 - a. full legal name;
 - b. stage or professional name;
 - c. email address;
 - d. telephone number;
 - e. country of residence;
 - f. payment information;
 - g. banking details;
 - h. tax information where required;
 - i. such additional information as SongDis may reasonably require for regulatory or operational purposes.
- 1.3. The User warrants that all information provided to SongDis is true, complete and accurate. The User shall promptly update any information that becomes inaccurate or incomplete during the Term of this Agreement. SongDis shall not be liable for any loss arising from inaccurate, misleading or outdated information supplied by the User.
- 1.4. The User shall be solely responsible for maintaining the confidentiality of:
 - a. account credentials;
 - b. passwords;
 - c. authentication codes;
 - d. login devices; and
 - e. every activity carried out through the User's account. The User shall immediately notify SongDis upon becoming aware of any: unauthorized access; security breach; compromised password; suspected fraudulent activity. SongDis reserves the right to suspend access pending investigation of any suspected security incident.
- 1.5. Unless expressly authorized in writing by SongDis, an User shall maintain only one active account on the Platform. SongDis reserves the right to merge, suspend or deactivate duplicate accounts where reasonably necessary to maintain the integrity of the Platform. By:

- a. clicking "I Agree";
 - b. selecting "Accept";
 - c. creating an account;
 - d. subscribing to a Basic Plan or Growth Plan;
 - e. uploading a Release; or
 - f. otherwise accessing or using the SongDis Platform, the User acknowledges that the User has: carefully read this Agreement; understood its contents; agreed to be legally bound by its terms.
- 1.6. Such electronic acceptance shall constitute a valid and legally binding execution of this Agreement and shall have the same force and effect as a handwritten signature.
- 1.7. SongDis currently offers the following subscription plans:
- a. **Basic Plan:** The Basic Plan provides access to SongDis's standard digital distribution services, including distribution of Releases to participating Digital Service Providers and royalty administration. Under the Basic Plan:
 - a) the User shall be entitled to **Ninety Percent (90%) of Net Receipts** generated from the exploitation of the Releases;
 - b) SongDis shall retain **Ten Percent (10%) of Net Receipts** as consideration for the Services provided.
 - b. **The Growth Plan** provides enhanced distribution services, which may include additional promotional, analytical, optimization and marketing support as determined by SongDis from time to time. Unless otherwise stated in the applicable subscription details:
 - a) the User shall receive **Ninety-Five Percent (95%) of Net Receipts**;
 - b) SongDis shall retain **Five Percent (5%) of Net Receipts**. The additional benefits available under the Growth Plan shall be published on the SongDis Platform and may be updated periodically.
- 1.8. SongDis reserves the right to improve, expand, modify or discontinue features associated with any subscription plan in order to:
- a. improve the Platform;
 - b. comply with DSP requirements;
 - c. introduce new technologies;
 - d. respond to changes within the digital music industry. Where any modification materially affects an existing subscription, SongDis shall

provide reasonable prior notice through the Platform or by electronic communication.

- 1.9. Where a subscription fee is applicable, the User agrees to pay the fees published by SongDis for the selected subscription plan. Unless otherwise expressly stated:
 - a. subscription fees are non-refundable after a Release has been successfully delivered to one or more DSPs;
 - b. failure to pay applicable subscription fees may result in suspension of Services;
 - c. outstanding subscription fees may be deducted from royalties payable to the User where permitted by applicable law.
- 1.10. SongDis reserves the right, acting reasonably, to refuse or reject any account registration where:
 - a. the information supplied is false or misleading;
 - b. the applicant has previously breached this Agreement;
 - c. fraudulent or unlawful activity is reasonably suspected;
 - d. acceptance would expose SongDis to legal, regulatory or reputational risk; or
 - e. the applicant fails to satisfy SongDis's onboarding or compliance requirements. SongDis shall not be obliged to disclose confidential internal assessment criteria used in making such determination.

2. SUBSCRIPTION FEES

- 2.1. The User shall pay the applicable subscription fee for the selected subscription plan as displayed on the SongDis Platform at the time of subscription. Payment of the subscription fee is a condition precedent to the distribution of any Release.
- 2.2. **All subscription fees are non-refundable once payment has been successfully made**, irrespective of whether the Release is subsequently distributed, withdrawn, removed, migrated to another distributor, taken down, or this Agreement is terminated, except where otherwise required by applicable law or expressly approved by SongDis in writing.
- 2.3. Subscription fees published on the SongDis Platform are subject to review by SongDis from time to time. Any revised subscription fees shall apply prospectively and shall not affect subscription fees already paid prior to the effective date of such revision.

3. GRANT OF RIGHTS

- 3.1. Subject to the terms and conditions of this Agreement, the User hereby appoints SongDis as the User's digital music distribution service provider for the purpose of distributing, administering, exploiting and monetizing the Releases delivered by the User during the Term. This appointment shall apply solely to the Releases uploaded through the SongDis Platform and accepted for distribution.
- 3.2. The User hereby grants to SongDis, for the Term of this Agreement, the applicable Distribution Window and, a worldwide licence, together with the right to grant such sub-licences as are reasonably necessary for the performance of this Agreement, to:
 - a. distribute the Releases to Digital Service Providers ("DSPs"), digital stores, User Generated Content ("UGC") platforms, social media platforms, content recognition systems, telecommunications operators and other authorised digital exploitation channels;
 - b. reproduce the Releases in digital formats;
 - c. transmit, communicate to the public, stream, download, sell and otherwise make the Releases available to the public;
 - d. host, cache, encode, transcode, store, convert, process and otherwise technically administer the Releases;
 - e. deliver and exploit the Releases through existing and future digital distribution channels;
 - f. collect, receive, administer and account for revenues generated from the exploitation of the Releases;
 - g. grant sub-licences to DSPs, digital platforms, collection partners, UGC platforms and other authorised third parties solely to the extent reasonably necessary to enable the exercise of the rights granted under this Agreement; and
 - h. perform every other act reasonably necessary to provide the Services contemplated under this Agreement.
- 3.3. The licence granted under this Clause shall not constitute an assignment of ownership of the Releases or any underlying intellectual property rights, and any sub-licence granted by SongDis shall be limited solely to the rights reasonably necessary to perform its obligations under this Agreement.
- 3.4. The rights granted under this Agreement constitute a license only. Nothing contained herein shall transfer to SongDis:
 - a. ownership of the Masters;
 - b. copyright ownership;

- c. neighboring rights ownership;
 - d. trademark ownership;
 - e. ownership of the User's name, likeness or image. All ownership rights shall remain vested in the User unless expressly assigned under a separate written agreement.
- 3.5. During the applicable Distribution Window, the User shall not:
- a. distribute the same Release through another digital distributor
 - b. upload the same Release directly to any Digital Service Provider;
 - c. authorize any third party to distribute the same Release;
 - d. take any action that would conflict with SongDis's rights under this Agreement.

This restriction applies only to each Release individually and shall not prevent the User from releasing new music through SongDis or, where permitted under this Agreement, another distributor for different Releases.

- 3.6. The license granted under this Agreement extends to all existing and future digital technologies, platforms, media and methods of exploitation developed during the Term, provided that such exploitation is substantially similar to the digital distribution services contemplated by this Agreement.
- 3.7. The User grants SongDis a worldwide, non-exclusive, royalty-free license during the Term to use the following solely for purposes connected with the marketing, promotion and distribution of the Releases: User name; Stage name; Album titles; Release titles; Artwork; User photographs; Logos; Promotional materials; User biography; Social media handles; Audio snippets; Video snippets; Metadata.
- SongDis shall not use such materials for any purpose unrelated to the Services without the User's prior written consent.
- 3.8. The User authorizes SongDis to: create metadata packages; edit metadata formatting; correct typographical errors; assign or update identifiers where appropriate; submit corrected metadata to DSPs; optimize metadata for discoverability. SongDis shall not alter ownership credits, royalty splits or contributor information without the User's prior approval unless such amendment is required to correct an obvious clerical or formatting error.
- 3.9. The User authorizes SongDis to register the Releases with: YouTube Content ID; Meta Rights Manager; TikTok Rights Manager; Audio fingerprinting systems; User Generated Content recognition platforms;

Similar rights administration technologies. SongDis shall be entitled to collect revenues arising from such exploitation and account to the User in accordance with this Agreement.

- 3.10. SongDis reserves the right, acting reasonably, to reject any Release where:
- a. it infringes third-party rights;
 - b. the metadata is materially inaccurate;
 - c. the Release breaches applicable laws;
 - d. the Release violates DSP policies;
 - e. technical specifications are not satisfied;
 - f. distribution would expose SongDis to legal, financial or reputational risk.

Where reasonably practicable, SongDis shall notify the User of the reasons for rejection and permit the User an opportunity to remedy the identified deficiencies.

- 3.11. Except for the rights expressly granted to SongDis under this Agreement, all intellectual property rights in the Releases are reserved to the User. No implied license shall arise by virtue of this Agreement.
- 3.12. The User acknowledges that SongDis may utilize trusted third-party service providers, technology partners, payment processors, metadata providers, rights management providers and Digital Service Providers in performing the Services under this Agreement. Such engagement shall not relieve SongDis of its obligations under this Agreement, and SongDis shall remain responsible for the proper administration of the User's Releases as between the Parties.

4. SONGDIS SERVICES

- 4.1. Subject to this Agreement, SongDis shall provide digital distribution services for accepted Releases, including delivery to participating Digital Service Providers throughout the Territory. SongDis shall use commercially reasonable efforts to make Releases available on supported DSPs in accordance with the scheduled release date, subject to third-party processing times and platform requirements.
- 4.2. Without limitation, the Basic Plan may include:
- a. Distribution to supported DSPs;
 - b. Royalty collection and reporting;
 - c. Metadata administration;

- d. Dashboard access;
- e. Basic analytics;
- f. Standard customer support.

The scope of services under the Basic Plan may be updated by SongDis from time to time.

- 4.3. In addition to the services available under the Basic Plan, the Growth Plan may include:
- a. Enhanced analytics;
 - b. Priority customer support;
 - c. Editorial pitching opportunities;
 - d. Release optimization;
 - e. Promotional recommendations;
 - f. Marketing support;
 - g. Additional platform features as published by SongDis from time to time.

Nothing in this Clause shall be construed as guaranteeing playlist placements, promotional campaigns or commercial success.

5. USER OBLIGATIONS

- 5.1. The User represents, warrants and undertakes that:
- a. the User is the sole legal and beneficial owner of, or otherwise has full authority and all necessary rights, licenses, permissions and approvals to distribute each Release delivered to SongDis;
 - b. the User has the unrestricted legal capacity to grant the rights and licenses contained in this Agreement;
 - c. no person or entity has rights that would prevent or restrict the distribution or commercial exploitation of any Release under this Agreement.
- 5.2. The User shall deliver each Release together with all materials reasonably required by SongDis for digital distribution, including but not limited to: the final mastered audio file; artwork complying with SongDis's technical specifications; complete and accurate metadata; songwriter information; producer information; featured User credits; copyright information; ISRCs where available; release date instructions; lyrics where applicable; any additional information reasonably requested by SongDis.

- 5.3. The User shall ensure that all metadata supplied to SongDis is complete, accurate and current. The User acknowledges that inaccurate metadata may result in: delayed releases; incorrect royalty payments; rejection by DSPs; suspension of Releases; ownership disputes. SongDis shall not be responsible for any loss resulting from inaccurate information supplied by the User.
- 5.4. The User warrants that, prior to delivering any Release, all necessary approvals have been obtained from: featured Users; producers; composers; songwriters; publishers; performers; session musicians; sample owners; copyright owners; any other relevant rights holders. The User shall remain solely responsible for obtaining and maintaining such approvals.
- 5.5. The User shall not submit any Release containing: uncleared samples; unauthorized interpolations; infringing recordings; copyrighted material belonging to third parties, unless all necessary licenses and permissions have been obtained prior to delivery. The User shall indemnify SongDis against every claim arising from any failure to obtain such clearances.
- 5.6. The User agrees to comply with: the policies of SongDis; the content policies of each DSP; applicable copyright laws; advertising regulations; consumer protection legislation; anti-money laundering laws; sanctions laws; and every applicable law affecting the distribution of the Releases.
- 5.7. The User shall not directly or indirectly engage in, authorize or procure: artificial streaming; fake downloads; stream farms; click farms; automated bots; fraudulent playlist placements; fake followers; artificial engagement; manipulated listener activity; any activity prohibited by a DSP. Where SongDis reasonably suspects fraudulent activity, SongDis may, without prejudice to any other rights available under this Agreement:
 - a. suspend distribution;
 - b. suspend royalty payments;
 - c. withhold revenues pending investigation;
 - d. remove the affected Release;
 - e. terminate this Agreement.
- 5.8. The User shall immediately notify SongDis of: any change in ownership; any copyright dispute; any legal proceedings affecting a Release; any banking information changes; any tax information changes; any other matter likely to affect the Services.
- 5.9. The User shall cooperate fully with SongDis in relation to: copyright investigations; DSP enquiries; royalty verification; metadata corrections;

infringement notices; audit procedures; dispute resolution. The User shall provide all documents and information reasonably requested by SongDis for the proper administration of the Services.

6. REVENUE COLLECTION, ACCOUNTING AND PAYMENT

- 6.1. SongDis shall receive all revenues generated from the exploitation of the Releases through Digital Service Providers and other authorized digital channels. All revenues shall first be collected by SongDis before any allocation is made to the User.
- 6.2. Subject to the terms of this Agreement and the User's selected subscription plan, SongDis shall allocate Net Receipts received from the exploitation of the Releases as follows:
 - a. Basic Plan**
 - i. the User shall be entitled to **Ninety Percent (90%)** of the Net Receipts generated from the exploitation of the Releases; and
 - ii. SongDis shall retain **Ten Percent (10%)** of the Net Receipts as its distribution commission and consideration for the Services provided under the Basic Plan.
 - b. Growth Plan**
 - i. the User shall be entitled to **Ninety-Five Percent (95%)** of the Net Receipts generated from the exploitation of the Releases; and
 - ii. SongDis shall retain **Five Percent (5%)** of the Net Receipts as its distribution commission and consideration for the Services provided under the Growth Plan.
- 6.3. The applicable revenue share shall be determined by the subscription plan selected by the User at the commencement of the Services or as subsequently upgraded or changed by the User in accordance with SongDis's prevailing subscription policies.
- 6.4. For the purposes of this Agreement, **"Net Receipts"** means all monies actually received by SongDis from Digital Service Providers, digital stores, collection societies, Content ID platforms, UGC platforms and any other authorised digital exploitation channels in respect of the Releases, after deduction only of: Digital Service Provider commissions; payment gateway or banking charges; applicable withholding taxes; statutory deductions imposed by law; refunds; chargebacks; third-party collection or remittance fees directly attributable to the relevant transaction; and foreign exchange

conversion costs reasonably incurred where revenues are received in a foreign currency.

- 6.5. No further deductions shall be made from the User's share except where expressly authorised under this Agreement or required by Applicable Law.
- 6.6. SongDis shall make available royalty statements through the User's dashboard or by such other means as SongDis may determine from time to time. Each royalty statement may include: streaming revenue; download revenue; UGC revenue; Content ID revenue; DSP-specific reports; deductions; Net Receipts; SongDis's commission; User's share; payment status.
- 6.7. Subject to receipt of funds from the relevant DSPs, SongDis shall remit royalties due to the User in accordance with its published payment schedule. Payments shall be made to the bank account nominated by the User.
- 6.8. Subject to this Agreement, the minimum royalty withdrawal threshold shall be **Forty United States Dollars (USD 40.00)** (or the equivalent amount in the applicable payment currency, as reasonably determined by SongDis at the prevailing exchange rate on the payment date). The User shall only be entitled to request or receive payment where the User's cleared and available royalty balance has reached or exceeded the applicable withdrawal threshold.
- 6.9. Where the User's available royalty balance is below the withdrawal threshold, such balance shall remain in the User's royalty account and shall automatically roll over to subsequent accounting periods until the minimum withdrawal threshold is attained. Royalties that are pending, disputed, subject to fraud investigation, chargebacks, payment reversals, ownership disputes, tax withholding, regulatory restrictions or other reconciliation processes shall not be treated as available royalties for the purpose of calculating the withdrawal threshold.
- 6.10. Once the applicable withdrawal threshold has been met, the User may submit a withdrawal request through the SongDis Platform, and SongDis shall process the payment in accordance with its prevailing payment schedule, provided that the User has complied with all applicable Know-Your-Customer (KYC), tax, identity verification and account validation requirements.
- 6.11. The User acknowledges that royalty payments depend upon reporting and remittance by Digital Service Providers. Accordingly, SongDis shall not be liable for payment delays resulting from:

- a. delayed reporting by DSPs;
 - b. payment holds imposed by DSPs;
 - c. banking delays;
 - d. regulatory investigations;
 - e. fraud reviews;
 - f. force majeure events.
- 6.12. Where royalties are received in a foreign currency, SongDis may convert such revenues into the payment currency using commercially reasonable exchange rates applicable at the time of conversion. Reasonable banking charges and currency conversion costs may be deducted before payment to the User.
- 6.13. SongDis may deduct from royalties otherwise payable to the User any amounts lawfully owed by the User to SongDis, including but not limited to: unpaid subscription fees; chargebacks; fraud-related losses; administrative fees expressly authorized under this Agreement; amounts payable pursuant to any judgment or settlement involving the User and SongDis. The exercise of this right shall not prejudice any other remedy available to SongDis under this Agreement.

7. ROYALTY REPORTING AND PAYMENT TIMELINE

- 7.1.** The User acknowledges and agrees that, due to the reporting, payment and reconciliation cycles of Digital Service Providers ("DSPs"), collection societies, sub-distributors, digital stores and other revenue sources, royalty reporting for:
- a.** newly released Content distributed through the SongDis Platform; or
 - b.** Content migrated or transferred from another distributor or platform to the SongDis Platform, shall not be immediately available.
- 7.2. Accordingly, SongDis shall require an initial period of **three (3) calendar months** from the date of the first commercial release or the effective migration date (as applicable) to collect, receive, verify, reconcile and process royalty data received from the relevant DSPs, digital platforms and other revenue sources.
- 7.3. During this initial **three (3)-month period**, the User acknowledges that royalty statements and royalty payments may not yet be available, and SongDis shall have no obligation to provide estimated, projected or

incomplete royalty reports or make royalty payments in advance of receiving, verifying and reconciling the applicable royalty data.

- 7.4. Upon the expiration of the initial three **(3)-month reporting period**, SongDis shall make commercially reasonable efforts to provide the User with **monthly royalty statements** and, subject to the provisions of this Agreement, **monthly royalty payments** in respect of royalties that have been received, verified, reconciled and cleared for payment.
- 7.5. The User acknowledges and agrees that:
 - a. monthly royalty reports shall reflect royalties actually reported to SongDis by the relevant DSPs, digital stores, collection societies, sub-distributors and other revenue sources;
 - b. monthly royalty payments shall only be made in respect of royalties that have been received by SongDis, successfully reconciled and approved for distribution;
 - c. royalties received after the monthly reporting cut-off date shall be included in the next applicable monthly royalty statement and payment cycle;
 - d. adjustments, reversals, chargebacks, tax deductions, currency conversions or corrections made by third-party revenue sources may affect the amount reported or paid in any monthly cycle.
- 7.6. SongDis shall not be liable for delays in royalty reporting or payment resulting from the reporting schedules, payment cycles, withholding practices, adjustments or operational delays of any DSP, digital store, collection society, sub-distributor or other third-party revenue source.
- 7.7. SongDis reserves the right to delay the publication of any royalty statement or the payment of royalties where reasonably necessary to investigate discrepancies, suspected fraud, duplicate claims, ownership disputes, payment reversals or reporting anomalies, provided that such delay shall not exceed the period reasonably required to complete the reconciliation process. Any subsequent adjustments received after the issuance of a royalty statement or payment shall be reflected in the next applicable monthly reporting and payment cycle.
- 7.8. Nothing in this Agreement shall obligate SongDis to advance royalties or make any royalty payment before such royalties have been received, verified, reconciled and cleared for payment from the applicable third-party revenue sources.

8. DISTRIBUTION WINDOW, TAKEDOWN AND REMOVAL OF RELEASES

- 8.1. The Parties acknowledge that SongDis invests substantial resources in the administration, distribution, compliance, royalty administration and ongoing commercial exploitation of each Release. Accordingly, every Release accepted for distribution under the Basic or Growth Plan shall remain on the SongDis Platform and available on the applicable Digital Service Providers for a **minimum period of Twelve (12) consecutive months** commencing from the Commercial Release Date (the "Distribution Window"). During this Distribution Window, the User shall not be entitled to remove, migrate or request the takedown of any Release except in accordance with this Clause.
- 8.2. The User agrees that no Release distributed through SongDis may be removed from any Digital Service Provider during the Distribution Window. Any request submitted before the expiration of the Distribution Window shall not be processed unless it falls within one of the exceptions provided under this Agreement.
- 8.3. SongDis may, in its sole but reasonable discretion, approve a takedown request during the Distribution Window where:
- a. a court of competent jurisdiction orders the removal of the Release;
 - b. continued distribution would violate applicable law;
 - c. the Release infringes the intellectual property rights of a third party;
 - d. the Release was uploaded fraudulently;
 - e. the Release contains unlawful, defamatory or prohibited content;
 - f. SongDis materially breaches this Agreement and fails to remedy such breach within **thirty (30) days** after receiving written notice;
 - g. the Parties mutually agree in writing that removal is appropriate; or
- any other compelling legal or commercial reason exists which, in SongDis's reasonable opinion, justifies immediate removal.
- 8.4. Where a valid takedown request is approved, SongDis shall:
- a. notify the relevant Digital Service Providers;
 - b. initiate the removal process within a commercially reasonable period;
 - c. keep the User informed of the progress of the request.

The User acknowledges that SongDis cannot guarantee the exact date on which a Release will disappear from every Digital Service Provider, as such removal remains subject to each platform's operational timelines.

- 8.5. The User acknowledges that:
- a. SongDis does not own or operate the Digital Service Providers;

- b. SongDis cannot compel immediate removal of any Release;
- c. processing times vary between platforms.

Accordingly, SongDis shall not be liable for any delay in the removal of a Release after a takedown request has been approved.

- 8.6. Following the expiration of the Distribution Window, the User may request that a Release be migrated to another distributor. Such migration shall be subject to:
- a. settlement of all outstanding fees;
 - b. completion of outstanding royalty accounting;
 - c. absence of any unresolved ownership dispute;
 - d. compliance with this Agreement.

9. FRAUDULENT STREAMING AND PLATFORM INTEGRITY

- 9.1. The User shall not directly or indirectly engage in, procure, encourage or benefit from any activity intended to manipulate digital consumption or royalty generation. Without limitation, prohibited activities include:
- a. purchasing streams;
 - b. purchasing downloads;
 - c. purchasing playlist placements that violate DSP policies;
 - d. operating or engaging stream farms;
 - e. using automated bots;
 - f. artificial looping of tracks;
 - g. click farms;
 - h. fraudulent advertising intended solely to inflate streaming numbers;
 - i. manipulating listener behaviour;
 - j. creating multiple accounts to increase consumption;
 - k. any conduct prohibited by Digital Service Providers.
- 9.2. Where SongDis reasonably suspects fraudulent activity, SongDis may immediately investigate the affected Release or account. During the investigation, SongDis may: suspend royalty payments; withhold revenues; suspend the User's account; temporarily disable Releases; request supporting documentation from the User.
- 9.3. Where fraudulent streaming or other prohibited activity is established, SongDis may, without prejudice to any other rights available under this Agreement: remove the affected Release; permanently suspend the User's

account; terminate this Agreement; recover any financial losses suffered; offset such losses against future royalties; report the activity to the relevant Digital Service Providers; refuse future registrations by the User.

- 9.4. The User acknowledges that Digital Service Providers independently monitor streaming activity and may: remove Releases; reverse royalties; suspend monetisation; terminate accounts.
- 9.5. SongDis shall not be responsible for any action independently taken by a Digital Service Provider in response to suspected fraudulent activity.
- 9.6. Without prejudice to SongDis's rights under Clauses 8.2 and 8.3, SongDis operates a **three-strike policy** in relation to fraudulent streaming, artificial consumption, platform manipulation or any other activity that violates this Agreement or the policies of any Digital Service Provider.
- 9.7. A "Strike" shall be recorded where:
 - a. a Digital Service Provider issues a confirmed notice, warning, penalty or enforcement action against the User or any Release for fraudulent or artificial streaming activity;
 - b. SongDis, following a reasonable investigation, determines that the User has engaged in fraudulent streaming or any prohibited activity under Clause 8.1; or
 - c. a Release is removed, demonetized or subjected to royalty reversal by a Digital Service Provider as a result of confirmed artificial streaming or manipulation attributable to the User.
- 9.8. Upon the issuance of the **first Strike**, SongDis may issue a written warning to the User and require the immediate cessation of the offending activity.
- 9.9. Upon the issuance of the **second Strike**, SongDis may suspend the affected Release, withhold royalties relating to the affected Release, impose additional monitoring measures, or temporarily suspend the User's account pending further review.
- 9.10. Upon the issuance of the **third Strike**, SongDis shall have the right, at its sole discretion and without further notice, to permanently deactivate or terminate the User's account, remove all Releases distributed through the Platform, terminate this Agreement, and permanently refuse the User access to the SongDis Platform or any future services offered by SongDis.
- 9.11. The User acknowledges that any deactivation or termination pursuant to this Clause shall not prejudice SongDis's right to recover any financial losses, chargebacks, penalties, legal costs or other liabilities arising from the User's fraudulent conduct. Nothing in this Clause shall limit SongDis's

right to immediately suspend or terminate the User's account under Clauses 8.2 or 8.3 where the fraudulent activity is of such nature or severity that immediate action is reasonably necessary to protect SongDis, its business, its partners or any Digital Service Provider.

10. INTELLECTUAL PROPERTY

- 10.1. The User shall retain full ownership of: the Masters; the underlying musical works; neighboring rights; trademarks; logos; stage names; artwork; branding, subject only to the limited distribution license granted to SongDis under this Agreement.
- 10.2. The User grants SongDis a non-exclusive license during the Term and the applicable Distribution Window to:
 - a. distribute the Releases;
 - b. reproduce the Releases digitally;
 - c. communicate the Releases to the public;
 - d. make the Releases available on Digital Service Providers;
 - e. host and process digital copies;
 - f. administer metadata;
 - g. register the Releases with Content ID and similar systems;
 - h. collect and account for revenues generated from the exploitation of the Releases.
- 10.3. The User grants SongDis a worldwide, royalty-free, non-exclusive license to use the User's: name; stage name; photographs; artwork; logos; biographies; promotional materials; and reasonable excerpts of the Releases, solely for purposes connected with the marketing, promotion and distribution of the Releases and the SongDis Platform.
- 10.4. Except for the rights expressly granted under this Agreement, all intellectual property rights are reserved to the User. Nothing contained herein shall constitute an assignment of copyright or ownership in favour of SongDis.

11. REPRESENTATIONS AND WARRANTIES

- 11.1. Each Party represents and warrants to the other that:
 - a. it has full legal capacity, authority and power to enter into and perform this Agreement;

- b. this Agreement constitutes a valid and binding obligation enforceable against it in accordance with its terms;
 - c. the execution and performance of this Agreement does not violate any law, regulation, court order or contractual obligation binding upon such Party.
- 11.2. The User represents, warrants and undertakes that:
- a. the User owns or controls all intellectual property rights necessary to grant the rights contained in this Agreement;
 - b. the Releases do not infringe any copyright, trademark, neighbouring right, moral right, privacy right, publicity right or other proprietary right belonging to any third party;
 - c. every sample, interpolation, remix element, sound recording or other third-party material embodied in a Release has been duly licensed or authorized;
 - d. every producer, songwriter, composer, featured User, session musician and contributor has been properly engaged and compensated where applicable;
 - e. all royalty splits and ownership percentages have been agreed before the Release is delivered to SongDis;
 - f. all metadata supplied is accurate, complete and not misleading;
 - g. the Releases contain no defamatory, unlawful, obscene or prohibited material;
 - h. no litigation, dispute or claim exists that would materially affect SongDis's right to distribute the Releases.
- 11.3. SongDis represents and warrants that it shall:
- a. provide the Services using commercially reasonable skill, care and diligence;
 - b. maintain commercially reasonable systems for digital distribution and royalty administration;
 - c. account to the User for revenues actually received in accordance with this Agreement;
 - d. exercise reasonable care in safeguarding the User's account information.

Except as expressly stated herein, SongDis makes no representation or warranty regarding the commercial performance of any Release.

12. INDEMNITY

- 12.1. The User shall indemnify, defend and hold harmless SongDis, its shareholders, directors, officers, employees, contractors, agents and affiliates from and against every claim, demand, action, proceeding, liability, damage, loss, penalty, cost and expense (including reasonable legal fees) arising directly or indirectly from:
- a) any breach of this Agreement by the User;
 - b) any breach of the warranties contained herein;
 - c) any allegation that a Release infringes the intellectual property rights of a third party;
 - d) inaccurate ownership information;
 - e) inaccurate metadata;
 - f) royalty disputes involving third parties;
 - g) unauthorized samples;
 - h) fraudulent streaming or artificial activity carried out by or on behalf of the User;
 - i) any negligent or unlawful act or omission of the User.
- 12.2. SongDis shall indemnify the User against losses directly arising from; SongDis's fraud; SongDis's wilful misconduct; or SongDis's gross negligence in the performance of the Services.
- 12.3. The Party seeking indemnification shall:
- a. notify the indemnifying Party promptly upon becoming aware of any claim;
 - b. provide reasonable assistance in relation to the defence of the claim;
 - c. permit the indemnifying Party to assume conduct of the defence where appropriate.

The indemnifying Party shall not settle any claim in a manner that adversely affects the other Party without that Party's prior written consent, such consent not to be unreasonably withheld.

13. LIMITATION OF LIABILITY

- 13.1. To the fullest extent permitted by law, neither Party shall be liable to the other for any indirect, incidental, consequential, exemplary or punitive damages, including loss of profits, anticipated revenue, goodwill, business opportunity or reputation.
- 13.2. Except in cases of fraud, gross negligence or wilful misconduct, SongDis's aggregate liability arising under this Agreement shall not exceed the total amount of **SongDis's Five Percent (5%) commission** actually earned

from the affected Release during the twelve (12) months immediately preceding the event giving rise to the claim.

- 13.3. The User acknowledges that the Services depend upon independent third parties, including Digital Service Providers, payment processors, telecommunications providers and technology vendors. Accordingly, SongDis shall not be liable for: interruption of DSP services; delays in royalty reporting; delayed royalty payments by DSPs; editorial decisions; playlist selections; platform suspensions; algorithm changes; service outages; actions taken independently by third parties.

14. CONFIDENTIALITY

- 14.1. Each Party shall keep confidential all proprietary, financial, technical, commercial and business information received from the other Party in connection with this Agreement.
- 14.2. Confidential Information may be disclosed only: with prior written consent; where required by law; to professional advisers; to employees or contractors requiring such information for performance of this Agreement.
- 14.3. Confidential Information shall not include information that:
- a. is publicly available through no breach of this Agreement;
 - b. was lawfully known before disclosure;
 - c. is independently developed;
 - d. is lawfully obtained from another source.
- 14.4. The obligations contained in this Clause shall survive termination or expiration of this Agreement for a period of five (5) years.

15. DATA PROTECTION

- 15.1. Each Party shall comply with all applicable data protection and privacy laws in processing personal information under this Agreement.
- 15.2. The User authorizes SongDis to collect, process and store personal information strictly for purposes connected with:
- a. account administration;
 - b. royalty payments;
 - c. regulatory compliance;
 - d. fraud prevention;
 - e. customer support;
 - f. performance of this Agreement.

- 15.3. SongDis shall implement commercially reasonable technical and organisational safeguards designed to protect personal information against unauthorized access, disclosure, alteration or destruction.

16. TERM, SUSPENSION AND TERMINATION

- 16.1. This Agreement shall commence on the date the User electronically accepts these Terms, creates an account on the SongDis Platform, or first uploads a Release, whichever occurs first (the "**Effective Date**"), and shall continue until terminated in accordance with this Agreement.
- 16.2. Termination of the User's subscription or account shall not automatically terminate SongDis's rights in respect of any Release that remains subject to:
- a. the mandatory Distribution Window;
 - b. any outstanding royalty accounting obligations;
 - c. any continuing provisions of this Agreement.
- 16.3. Without prejudice to any other rights available under this Agreement, SongDis may immediately suspend the User's account, any Release, royalty payments, or any part of the Services where SongDis reasonably believes that:
- a. the User has breached this Agreement;
 - b. fraudulent streaming or artificial activity has occurred;
 - c. the User has supplied false or misleading information;
 - d. ownership of a Release is disputed;
 - e. a third-party infringement claim has been made;
 - f. continued distribution may expose SongDis to legal, regulatory or reputational risk;
 - g. the User has failed to pay any applicable subscription fee or other amount due to SongDis;
 - h. a Digital Service Provider requires or requests suspension of a Release;
 - i. the User's conduct threatens the integrity or security of the SongDis Platform. Suspension shall remain in effect until the relevant issue has been resolved to SongDis's reasonable satisfaction.
- 16.4. Subject to Clause 7 (Distribution Window and Takedown), the User may terminate this Agreement by giving not less than thirty (30) days' written notice to SongDis. Such termination shall not:
- a. affect any Release still within the Distribution Window;
 - b. affect SongDis's entitlement to commissions already earned;

- c. affect accrued rights or obligations of either Party;
 - d. require SongDis to immediately remove any Release where such removal would be inconsistent with this Agreement or DSP requirements.
- 16.5. SongDis may terminate this Agreement immediately by written notice where:
 - a. the User commits a material breach of this Agreement which, where capable of remedy, remains unremedied for fourteen (14) days after written notice;
 - b. fraudulent activity is established;
 - c. the User repeatedly violates DSP policies;
 - d. the User becomes insolvent, enters liquidation or similar proceedings;
 - e. continued provision of the Services would violate applicable law or regulatory requirements;
 - f. SongDis permanently discontinues the applicable subscription service.
- 16.6. Upon termination:
 - a. the User's access to the Platform may be disabled;
 - b. SongDis may cease accepting new Releases;
 - c. existing Releases shall continue to be administered in accordance with this Agreement until the expiry of the applicable Distribution Window;
 - d. SongDis shall continue to collect, account for and pay royalties in accordance with this Agreement;
 - e. outstanding payment obligations of either Party shall immediately become due.

17. FORCE MAJEURE

- 17.1. Neither Party shall be liable for any delay or failure in the performance of its obligations under this Agreement arising from events beyond its reasonable control, including but not limited to: acts of God; flood; fire; epidemic or pandemic; war; terrorism; civil unrest; strikes; governmental restrictions; internet outages; cyberattacks; failures of Digital Service Providers or telecommunications infrastructure.
- 17.2. The affected Party shall promptly notify the other Party and use commercially reasonable efforts to resume performance as soon as practicable.

18. NOTICES

- 18.1. Any notice under this Agreement shall be in writing and may be delivered by: email; courier; registered post; the User's SongDis dashboard or other electronic notification system designated by SongDis.
- 18.2. A notice shall be deemed received:
 - a. if delivered by email, on the date of transmission unless a delivery failure notice is received;
 - b. if delivered by courier, on the date acknowledged by the courier;
 - c. if sent through the SongDis Platform, on the date it becomes available to the User's account. The User is responsible for maintaining an active and accessible email address and account profile.

19. GENERAL PROVISIONS

- 19.1. This Agreement constitutes the complete agreement between the Parties concerning the subject matter hereof and supersedes all prior negotiations, discussions, representations and understandings relating thereto.
- 19.2. SongDis may amend this Agreement where reasonably necessary to:
 - a. comply with changes in applicable law;
 - b. comply with Digital Service Provider requirements;
 - c. improve the Platform or Services.

Material amendments shall become effective upon reasonable prior notice to the User. Continued use of the Platform after the effective date of such amendments shall constitute acceptance of the revised Agreement.

- 19.3. No waiver of any provision of this Agreement shall be effective unless made in writing. Failure by either Party to enforce any provision shall not constitute a waiver of future enforcement.
- 19.4. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 19.5. The User shall not assign or transfer this Agreement or any rights hereunder without the prior written consent of SongDis. SongDis may assign or transfer this Agreement to any affiliate, successor or purchaser of its business, provided such assignment does not materially prejudice the User's rights under this Agreement.
- 19.6. Nothing contained in this Agreement shall be construed as creating: a partnership; a joint venture; an employment relationship; an agency

relationship, between the Parties except as expressly stated herein. Each Party shall remain an independent contracting party.

- 19.7. The provisions relating to royalties, indemnity, limitation of liability, confidentiality, audit, dispute resolution, and any other provisions intended by their nature to survive termination shall continue notwithstanding the termination or expiration of this Agreement.

20. GOVERNING LAW AND DISPUTE RESOLUTION

- 20.1. This Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Nigeria, without regard to its conflict of law principles.
- 20.2. In the event of any dispute, controversy or claim arising out of or relating to this Agreement, including its interpretation, performance, breach, termination or validity, the Parties shall first endeavour to resolve such dispute amicably through good faith negotiations. Either Party may notify the other Party in writing of the existence of a dispute, following which senior representatives of both Parties shall meet, physically or virtually, within fourteen (14) days to attempt to resolve the dispute.
- 20.3. Where the Parties are unable to resolve the dispute through negotiation within thirty (30) days from the date of the written dispute notice, the dispute shall be referred to mediation. The mediation shall be administered by a mutually agreed mediator or mediation institution in Lagos State, Nigeria. Unless otherwise agreed, the costs of mediation shall be borne equally by the Parties.
- 20.4. Where mediation fails to resolve the dispute within thirty (30) days after the appointment of the mediator, the dispute shall be finally resolved by arbitration in accordance with the provisions of the **Arbitration and Mediation Act, 2023**. The arbitration shall be conducted under the following terms:
- a. The seat of arbitration shall be Lagos State, Nigeria.
 - b. The proceedings shall be conducted in the English language.
 - c. The tribunal shall consist of one (1) arbitrator, jointly appointed by the Parties. Where the Parties fail to agree on the appointment within fourteen (14) days, the arbitrator shall be appointed in accordance with the Arbitration and Mediation Act, 2023.
 - d. The arbitral award shall be final and binding upon the Parties and may be enforced by any court of competent jurisdiction.

- 20.5. Nothing contained in this Agreement shall prevent either Party from applying to a court of competent jurisdiction for interim, conservatory or injunctive relief where such relief is necessary to preserve rights pending the conclusion of mediation or arbitration.

21. ELECTRONIC EXECUTION

- 21.1. The Parties acknowledge and agree that this Agreement may be accepted electronically. Without limitation, the following actions shall constitute valid acceptance of this Agreement:
- a. clicking an "I Agree", "Accept", "Continue" or similar button on the SongDis Platform;
 - b. completing the registration process for a SongDis account;
 - c. subscribing to a Basic Plan or Growth Plan;
 - d. uploading a Release through the SongDis Platform;
 - e. continuing to use the SongDis Platform after receiving notice of this Agreement or any amendments thereto.

Such electronic acceptance shall constitute the User's legally binding agreement to all the terms contained herein.

- 21.2. Where this Agreement is executed by electronic signature, scanned signature, digital signature or any recognised electronic authentication method, such execution shall have the same legal force and effect as execution by handwritten signature.
- 21.3. The Parties agree that SongDis may maintain electronic records relating to: acceptance of this Agreement; subscription history; uploaded Releases; royalty statements; communications; amendments; notices. Such electronic records shall constitute prima facie evidence of the matters recorded therein.

SCHEDULE 1

BASIC PLAN SERVICES

Unless otherwise published by SongDis, the Basic Plan includes:

1. Distribution to supported Digital Service Providers.
2. User Dashboard access.
3. Standard royalty reporting.

4. Standard metadata administration.
5. Basic analytics.
6. Standard customer support.
7. Collection and payment of royalties.
8. Access to future standard platform improvements applicable to the Basic Plan.

Revenue Share:

- a. User: **90% of Net Receipts.**
- b. SongDis: **10% of Net Receipts.**

SCHEDULE 2

GROWTH PLAN SERVICES

Unless otherwise published by SongDis, the Growth Plan includes all Basic Plan services together with additional benefits, which may include:

1. Enhanced analytics.
2. Priority customer support.
3. Release optimization.
4. Editorial pitching support (where available).
5. Marketing guidance.
6. Promotional opportunities made available by SongDis.
7. Additional platform tools introduced from time to time.

SongDis does not guarantee playlist placement, editorial support, chart performance or commercial success under the Growth Plan.

Revenue Share:

- a) User: 95% of Net Receipts.
- b) SongDis: 5% of Net Receipts.