



ZEELAH MUSIC DISTRIBUTION CONTRACT

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ZEELAH MUSIC DISTRIBUTION CONTACT INFORMATION	
CONTRACTING ENTITY	ZEELAH
CONTACT INFO (EMAIL)	info@zeelah.cm
NO. RCCM	RC/DLA/2020/A/23
CONTRACT TERM INFORMATION	
INITIAL CONTRACT DURATION	36 CALENDAR MONTHS
CONTRACT PRICE AGREEMENT	00 XAF / YEAR
FINANCIAL TERMS ON LICENSED CONTENT (AUDIO & VIDEO)	
85% (EIGHTY-SEVEN PERCENT)	ARTIST/BAND/GROUP
15% (THIRTEEN PERCENT)	ZEELAH
CONTENT SUBMISSION FORMAT	
LYRICS	Microsoft Word or Text File
IMAGES (ARTWORK & ARTIST PHOTOS)	JPG (Hi-Res)
AUDIO	MP3
VIDEO	MP4/YOUTUBE LINK
TERRITORY	
DISTRIBUTE	CAMEROON/CENTRAL-AFRICA/ROW



DIGITAL DISTRIBUTION AGREEMENT

1. Parties	<p>EST. ZEELAH located at Before Clinique Eboumbou, Bonamoussadi, Douala, Littoral, Cameroon. <i>(referred to as the “ZMD” which expression shall where the context so admits include its assigns and successors-in-title)</i></p>
	<p style="text-align: center;">And</p> <p>_____ [Name] located at _____ _____ _____ [Address] (“Artist/Band/Group”)</p>
2. Term	<p>36 months, commencing on the “Effective Date”; we may modify this contract from time to time as further described in section ... below.</p>
3. Territory	<p>Cameroun (Non- exclusive) ROW (Non-exclusive)</p>
4. Authorization	<p>Artist/Band/Group hereby grants to ZMD and/or Sub-contractor or sub-licensee of ZMD the right to resell/license Artist’s Repertoire (i.e. digital audio and video content) within the Territory via the digital platforms of ZMD and/or Sub-contractor or sub-licensee of ZMD, and to do all things incidental thereto.</p> <p>ZMD may use Artist’s image or likeness for promotional purposes to showcase availability of Artist’s Repertoire on ZMD’s platforms.</p> <p>ZMD may use content for other related, connected and or ancillary services within the “territory” via the digital platforms of ZMD and/or Sub-contractor or sub-licensee of ZMD, and to do all things incidental thereto.</p> <p>ZMD may sell or authorize Distributors to sell via permanent digital download, streaming or otherwise, as individual tracks or as a whole album otherwise, pursuant to the terms and conditions of this contract (Distributors means any third party, including, without limitation, Boomplay, MTNZik, iTunes, Deezer, Spotify, Napster, MusicNet etc, that ZMD may authorize to carry out</p>



	the marketing, distribution and sale or other use of the Repertoire pursuant to the terms of this contract)
5. Artist/Band/ Group	<p>Artist/Band/Group shall ensure that all Artist Repertoire including the respective metadata and artwork are made available to ZMD before or no later than when the Repertoire becomes publicly available for purchase/download.</p> <p>Artist/Band/Group shall provide ZMD with the requisite content metadata as provided in the appendix to this agreement.</p> <p>Artist/Band/Group shall ensure that it has the full power or authority to enter, execute, fulfill this agreement and indeed has full ownership or fully paid up, sub-licensable license of all the Artist's Repertoire, which will not violate any applicable law and not violate any rights of any third party.</p>
6. ZMD's Rights & Obligations	<p>ZMD retains the right to sell Artist Repertoire via its platforms in whatever format it deems appropriate. ZMD is also entitled to determine at its sole discretion what part of the Artist Repertoire it will sell.</p> <p>ZMD shall provide Artist/Band/Group with Monthly Emails, which will give details of weekly sales and monitor usage of Artist Repertoire, while ZMD builds its own Content Management Portal which may be used to track and monitor usage of Artist Repertoire.</p>
7. Royalties & Other Third Party Payments	<p>Artist/Band/Group is responsible for the payment of third parties such as artistes, sound producers, Writers, composers, production and management teams, and any other persons independently contracted with or to Artist/Band/Group or any of its artistes.</p>
8. Payments	<p>ZMD will pay Artist/Band/Group a sum equivalent to 85% of its net receipts from the exploitation of Artist Repertoire. Each party is responsible for paying any taxes on its income. If ZMD is required under the laws of the authority to pay withholding tax and all applicable taxes in connection with any payment made to Artist/Band/Group under this agreement, such amount shall be deducted from the payment to be made by ZMD to the Artist/Band/Group.</p>
9. Accounting	<p>ZMD will compute payable to Artist/Band/Group at the end of each calendar month for those on Zeelah Music Store and quarterly for those on Distributor's stores and will provide a statement to Artist/Band/Group in accordance to ZMD's standard business practices. ZMD will compute Artist's entitlements for the preceding month within 7 days after the month ends and deliver a statement thereof to Artist/Band/Group. If payment due to Artist/Label is not at</p>



	least equivalent to 1000FCFA, it will be rolled over into successive accounting periods until payment due exceeds the equivalent of 1000FCFA. Payment to artist will be done through ORANGE MONEY or MTN MONEY.
10. Ownership	Each Party retains ownership and control of its intellectual property.
11. Termination	<p>The Agreement may be terminated (by a terminating Party) as follows:</p> <ul style="list-style-type: none">(i) upon the other Party becoming bankrupt;(ii) where the terminating Party has given the other Party notice of a material breach of the Agreement and such other Party has failed to cure the breach within 30 days after receipt of the notice.(iii) at any time, by either Party, by delivering a written notice of 90 days to the other Party. <p>Upon Termination, ZMD will stop selling or providing Artist Repertoire in connection with the Service.</p>
12. Warranty & Indemnification	<p>Artist/Band/Group hereby attests and represents that it owns or possesses the license to use the Copyrights to all Repertoire provided to ZMD under this Agreement.</p> <p>Each Party will at its cost defend the other Party from any third-party claim or action for damages or infringement caused by the indemnifying party.</p>
13. Confidentiality	Each Party will hold confidential and will cause its agents and advisors to hold confidential all information regarding the other Party's business learned in the course of their relationship under this Agreement.
14. Governing Law	Cameroon
15. Dispute Resolution	Parties will attempt to resolve all disputes amicably, failing which either Party may, by written notice and shall be resolved by arbitration administered by the Cameroon Court of Justice under the Cameroon Laws rules in force when the Notice of Arbitration is submitted.



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