

DIGITAL DISTRIBUTION SIGN UP FORM

94 Jersey Street, Jolimont WA 6014

1300 663 822

6/81 Frenchs Forest Road East, French Forest NSW 2086



Album Type: One Song (single) Multiple Songs (album)

Artist/Band Name: _____

Important: Only list your name, stage name, or band name. Do not include any other names or trademarks here.

Featured artists: Don't list them here. Instead, put featured artists in your song titles on the track submission form.

Record Label (can be anything you like): _____

Album Title: _____ Language (English by default): _____

Primary Genre: _____ Secondary Genre: _____

Where would you like your single/album available?

- | | |
|--|--|
| <input type="checkbox"/> Spotify | <input type="checkbox"/> Amazon |
| <input type="checkbox"/> iTunes | <input type="checkbox"/> Deezer |
| <input type="checkbox"/> Apple Music (From June 30 2015) | <input type="checkbox"/> Tidal |
| <input type="checkbox"/> Google Play | <input type="checkbox"/> Beats, MediaNet and other smaller outlets |
| | <input type="checkbox"/> All of the above |

Optional Extras:

- YouTube Money (\$25/yr + 20% of YouTube ad revenue from detected matches)
Get notified & paid if your music is ever used in any YouTube videos. We'll add this album to YouTube's Content ID database, & continually scan for matches. When your music is detected in any YouTube video, you'll be notified—and ad revenue will automatically go to you, instead of to the person who uploaded the video.
- Store Maximizer (\$15/yr)
DiskBank will automatically deliver this album to new stores & streaming services. We'll give you notice before adding.
- Shazam & iPhone Siri (\$2/yr/track)
Make it easy for people to identify this album if they hear it playing on radio/tv, in stores, restaurants, parties, etc. Only \$2 per track!

Band/Artist Representative Details:

Name: _____

Email: _____ Phone/Mobile: _____

Bank Details: Account Name: _____

BSB: _____ Account Number: _____

How did you hear about Digital Distribution:

- XPress RTR FM Poster/Flyer WAM Facebook Mailchimp/email

I hereby acknowledge that all track(s) where I've specified I'm the songwriter, I wrote & recored the music & am authorised to sell it in stores worldwide & collect all royalties. _____

I am not using any other artist's name in my name, song titles or album title, without their approval. _____

I have read & agree to all terms and conditions outlined on the reverse of this form

Signed: _____ Date: _____

Terms & Conditions (Abridged)

Authorisation:

You as the Rights Holder give DiskBank authorisation to act as your representative in the sale and distribution of your digital content.

This means that you grant DiskBank the rights (during the term of the agreement) to promote, sell, distribute and deliver your work within the scope of the services within this agreement.

DiskBank will not provide or distribute the Rights Holder's work anywhere outside the agreed avenues.
(We'll sell your stuff digitally through the avenues you agree to only, and you keep all rights to your material)

Rights Holder's Obligation:

As the Rights Holder you are responsible for disbursement of any and all royalties and other income for all Rights Holder's content and artwork to developers, artists, authors, co-authors, copyright owners, producers and any other record royalty from sales or other uses of your content.
(Once we pay your royalties, if you owe anyone money it's up to you to pay them)

Payment:

DiskBank will pay the Rights Holder (you) 100% of the amount that DiskBank receives for the sale or other use of Rights Holder's content after taxes.
(We give you all the money generated!)

DiskBank will compute amounts payable to Right's Holders after the end of each 3 calendar month bracket (financial year) during the term and will provide a statement in accordance with DiskBank's standard practices.
(You'll have royalties paid to you every 3 months in January, April, July and November, and a list of how things have sold)

Ownership:

You as the Rights Holder hold all right, title and interest in and to your content (Digital Master) all copyrights and equivalent rights embodied therein and all materials given by the Rights Holder except as to any rights of DISKBANK (whether pre-existing or under this Agreement), shall remain the property of RIGHTS HOLDER, it being understood that under no circumstances shall DISKBANK have any lesser rights than it would have as a member of the public.
(You own your stuff, we don't!)

Modification, Termination and effect of Termination:

DiskBank reserves the right at it's discretion to change, modify, add or remove all or part of this agreement with notice given to you via email as nominated on the signup form.

If you no longer agree to the terms your sole recourse is to terminate the agreement.

DiskBank and the Rights Holder may also terminate this agreement at any time prior to the expiration of the full term of the agreement in the event that any party breaches any representation, obligation or covenant contained herein unless the breach is cured prospectively no later than (30) days from receipt of written notice of the breach or otherwise resolved to the other parties satisfaction, not unreasonably withheld.
(If DiskBank or you break the terms either can end this agreement within 30 days)

If Terminated, DiskBank will pay any remaining royalties owed to Rights Holder but will retain the fee for the term paid.

Indemnification and Limitation of Liability:

RIGHTS HOLDER will indemnify and hold harmless, and upon DISKBANK's request, defend, DISKBANK and affiliates (and their respective Directors, officers and employees) from and against any and all losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees and costs) arising out of a claim by a third party by reason of: (i) a breach or alleged breach of any warranty, representation, covenant or obligation of RIGHTS HOLDER under this Agreement; or (ii) any claim that any Digital Master, sound recording or RIGHTS HOLDER content, artwork, metadata or any other materials provided or authorised by or on behalf of RIGHTS HOLDER hereunder.

RIGHTS HOLDER will reimburse DISKBANK on demand for any payments made or incurred in connection with any potential liability or claim that is subject to indemnification under this Section.

(If DiskBank comes under fire for issues to do with your content from a third party, that's on you!)

Additional Representations and Warranties of the Parties.

- a. RIGHTS HOLDER represents and warrants that it owns or controls, or has the full legal authority to act on behalf of any and all owners, of all right, title and interest in and to the RIGHTS HOLDER Content.
- b. Each party represents and warrants that it has full authority to enter into this Agreement and to fully perform its obligations hereunder and has obtained all necessary third-party consents, licenses and permissions necessary to enter into and fully perform its obligations herein.
- c. Each party represents and warrants that it owns or controls the necessary rights in order to make the grant of rights, licenses and permissions herein, and that the exercise of such rights, licenses and permissions by the other party hereto shall not violate or infringe the rights of any third party.
- d. Each party represents and warrants that it shall not act in any manner which conflicts or interferes with any existing commitment or obligation of such party, and that no agreement previously entered into by such party will interfere with such party's performance of its obligations under this Agreement.
- e. Each party represents and warrants that it shall perform in compliance with any applicable laws, rules and regulations of any governmental authority.

(You make sure your content isn't breaking copyright and neither you or DiskBank are forcing the other to sign anything)

For a full list of terms and conditions, visit our website:
www.diskbank.com.au/production/digital-distribution