



lowave records

Partner Agreement

Creator Channel Name:

Creator Channel Link:

Definitions

The Agreement: This Partnership Agreement in its entirety.

The Creator: Representative of Limited Company named in 'Parties' below.

The Label: Lo-wave Records Ltd.

The Library: The sum total of the Works uploaded to Spotify and other platforms and available to the Creator for copyright free use in keeping with the terms of the Synchronisation Licence.

The Parties: the Label and the Creator.

The Synchronisation Licence: The terms and conditions outlining the permissions for use of the Works by the Creator.

The Works: Original music tracks produced and owned by the Label made available for copyright free use in keeping with the terms of the Synchronisation Licence.

Schedule 1: Specification of Partnership

Effective Date: ##/##/####

Initial Service Description:

- The Label will produce a ## track music Library. All tracks are:
 - Custom made and original work.
 - Copyright and DMCA free.
 - Produced at no cost to the Creator.
 - All distribution rights guaranteed by LO-WAVE RECORDS LTD.
- The Label will set up music streaming accounts in Creator's name and branding.
- The Label will upload the initial launch Library of music to major streaming services.

On-going Service Description:

- The Label will manage all music streaming accounts including:
 - Attaching the Creator's branding to the Library.
 - Data monitoring and reporting.
 - Music library adjustments.
- Creator promotions to include, but not be limited to:
 - Spotify channel link to be applied in every video.
 - Twitch command to playlist in title
 - Spotify link in chatbot
 - Announcements about new music in YouTube videos and in stream
 - Ongoing verbal promotions within video content
 - Album launches announced in video content and on socials.

Schedule 2: Commission and Payments

Commission:

- 30% of the remaining income to be paid directly to the Creator.
- Production, distribution and administrative costs are not chargeable to the Creator.

Payments:

- Payments to the Creator are made directly from DistroKid.
- First payment to the Creator is made after 90 days from Library launch.
- Following payments to the Creator made every 30 days.

Partner Agreement

Parties

This partner agreement (the “Agreement”) is made as of the date of the last signature below (the “Effective Date”) between:

the “**Label**”

LO-WAVE RECORDS LTD, a record label company incorporated in England and Wales with registration number 13907804 whose registered office is at 60 Thorpe Road, Norwich, England, NR1 1RY.

and the “**Creator**”

Individual NAME, representative of Company NAME, a company incorporated in Country, with registration number REG NO whose registered address is ADDRESS.

Recitals

The Label is engaged in the business of producing, distributing, and promoting original music;

The Creator is engaged in the business of creating, uploading, and monetising video content on various online platforms;

The Parties wish to enter into a mutually beneficial partnership whereby the Label will provide the Creator with custom-made music for the Creator’s video content and share the streaming revenue generated by such music.

The Parties agree as follows:

Terms and Conditions

1. Music Production

The Label agrees to produce the Works for the Creator according to the following terms

- 1.1. The Works will consist of custom-made music tracks produced for the Creator based on the Creator’s preferences and feedback.
- 1.2. The Works will be submitted to the Creator for approval before being uploaded to any streaming platform.
- 1.3. The Label guarantees that it owns all rights to distribute the Works and that the music does not infringe any third-party rights or violate any laws or regulations.
- 1.4. The Label will be credited as co-artist with the Creator for all distribution.
- 1.5. The Label grants the Creator a non-exclusive, royalty-free, perpetual, worldwide licence to use, distribute, perform, and display the Works in connection with the Creator’s video content on any platform or medium in accordance with the terms laid out in the Synchronisation Licence agreement.

2. Music Management

The Label agrees to manage all aspects of the streaming accounts associated with the Works according to the following terms:

- 2.1. The Label will create and maintain accounts on approximately 27 major streaming platforms under the Creator's name and brand.
- 2.2. The Label will upload the Library to these platforms and ensure that the Works are properly categorised, tagged, and optimised for maximum exposure and reach.
- 2.3. The Label will monitor and analyse the performance data of the Works on these platforms and make adjustments to the playlists, descriptions, keywords, and other factors as needed to increase the streaming revenue.

3. Revenue Sharing

The Parties agree to share the streaming revenue generated by the Works according to the following terms:

- 3.1. The Label will collect all of the streaming revenue from all of the platforms where the Library is uploaded and provide the Creator with detailed and transparent reports on a monthly basis.
- 3.2. The Label will pay the Creator 30% of the net streaming revenue after deducting any applicable taxes, fees, commissions, or expenses.
- 3.3. The initial payment will be made after 90 days from the Library Launch, with following payments at 30 day intervals.
- 3.4. The payment is made directly from DistroKid.

4. Expansion of Music Provision

The Parties agree to expand the quantity and variety of the Works according to the following terms:

- 4.1. For as long as streaming revenue generated by the Library continues to meet agreed targets, the Label will produce more music for the Creator at no additional cost.
- 4.2. The Label will consult with the Creator on preferred genre, style, mood, theme, length, and other aspects of the Works before each music production cycle.
- 4.3. The Label will deliver the Works to the Creator within 30 days after receiving the Creator's final decisions on 4.2 above.

5. Advertising Obligations

The Creator agrees to promote and advertise the Label and the Works according to the following terms:

- 5.1. The Creator will include a link to the Spotify account or other platform hosting the Library in every video that features or uses any of the Works.
- 5.2. The Creator will mention the Works and encourage their viewers to stream tracks from the Library on Spotify or other platforms as often as possible in a way that is natural and appealing to their audience.

General Provisions

6. Revisions to the Partnership Agreement

The Label reserves the right to revise this Agreement at any time, provided that it gives the Creator a written notice of such revision at least 30 days before the effective date of the revised Agreement. The Creator shall have the option to accept or reject the revised Agreement within 15 days of receiving the notice. If the Creator does not respond within 15 days, or if the Creator accepts the revised Agreement, the revised Agreement shall supersede and replace this Agreement in its entirety. If the Creator rejects the revised Agreement, this Agreement shall remain in full force and effect until its expiration or termination by either party in accordance with the terms described in Section 7 below.

7. Term and Termination

This Agreement shall commence on the Effective Date and continue until terminated by either party upon 30 days written notice to the other party. Upon termination, all rights and obligations under this Agreement shall cease, except for those that expressly survive termination, such as payment obligations, licences, confidentiality, indemnification, etc.

8. Confidentiality

Each party agrees to keep confidential and not to disclose or use for any purpose, except as necessary to perform its obligations under this Agreement, any information, documents, or materials that are proprietary or confidential to the other party, such as trade secrets, business plans, customer lists, etc. This obligation shall survive the termination of this Agreement and continue until such information becomes publicly available or is lawfully obtained by a third party without breach of this Agreement.

9. Indemnification

Each party agrees to indemnify, defend, and hold harmless the other party and its affiliates, directors, officers, employees, agents, and contractors from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorney fees) arising out of or relating to any breach of this Agreement or any negligence or wrongful act or omission by the indemnifying party or its representatives.

10. Limitation of Liability

In no event shall either party be liable to the other party for any indirect, incidental, consequential, special, punitive, or exemplary damages (including loss of profits, revenue, data, or goodwill) arising out of or relating to this Agreement, whether based on contract, tort, or any other legal theory, even if such party has been advised of the possibility of such damages. The total liability of each party for any direct damages arising out of or relating to this Agreement shall not exceed the amount paid or payable by the Label to the Creator under this Agreement in the 12 months preceding the event giving rise to the claim.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

12. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior or contemporaneous agreements, understandings, or representations, whether written or oral. This Agreement may not be modified or amended except by a written instrument signed by both parties.

13. Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement and the remaining provisions shall remain in full force and effect.

14. Waiver

No failure or delay by either party in exercising any right or remedy under this Agreement shall constitute a waiver of such right or remedy or any other right or remedy under this Agreement.

15. Assignment

Neither party may assign or transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, except that either party may assign this Agreement to a successor in interest in connection with a merger, acquisition, reorganisation, or sale of substantially all of its assets.

16. Notices

All notices required or permitted under this Agreement shall be in writing and delivered by email, certified mail, courier service, or personal delivery to the addresses set forth above (or such other addresses as may be designated by either party in writing). Notices shall be deemed effective upon receipt.

Signatures

The parties have executed this Agreement as of the Effective Date.

Name:	
Position:	
Signature:	
<i>For and on behalf of LO-WAVE RECORDS LTD</i>	

Name:	
Position:	
Signature:	
For and on behalf of <u>Company NAME</u>	