



**APOGEE MUSIC ZAMBIA LIMITED**

**ARTIST DISTRIBUTION AGREEMENT**

**PARTIES**

This Artist Distribution Agreement (“Agreement”) is entered into between: **Apogee Music Zambia Limited** (hereinafter referred to as the “Platform”) AND ..... (hereinafter referred to as the “Artist”)

**1. OWNERSHIP OF MUSIC**

The Artist represents and warrants that:

- They are the sole owner or lawful controller of all rights, title, and interest in the music and related content uploaded to the Platform; OR
- They have obtained all necessary licenses, permissions, and authorizations to upload and distribute such content.

The Platform does **not claim ownership** of any content uploaded by the Artist.

**2. LICENSE GRANTED TO THE PLATFORM**

The Artist grants the Platform a **non-exclusive, worldwide, royalty-bearing license** to:

- Host, stream, and make the music available to users
- Promote and market the music across Platform channels
- Include the music in playlists, recommendations, and curated content

This license does **not restrict** the Artist from distributing their music on other platforms.

**3. REVENUE MODEL AND SHARING**

The Platform operates on a **revenue-sharing model**, not a fixed per-stream payment system.

**3.1 Revenue Sources**

Revenue may be generated from:

- Advertisements
- Subscriptions
- Sponsorships
- Other monetization channels

### 3.2 Revenue Distribution

Net distributable revenue shall be shared as follows:

- **70%** to the Artist
- **30%** to the Platform

### 3.3 Allocation Method

Artist earnings are calculated based on:

- The Artist's total streams
- Relative share of total streams across the Platform

### 3.4 No Fixed Per-Stream Rate

The Artist acknowledges that:

- There is **no guaranteed fixed rate per stream**
- Earnings per stream may vary depending on total Platform revenue and usage

## 4. DEMO / PRE-MONETIZATION PHASE

The Artist acknowledges that the Platform may operate in a **demo, testing, or pre-monetization phase**.

During this period:

- Uploaded content is considered **demo content**
- **No revenue shall accrue or be payable** from streams or usage
- The Platform is not obligated to track or calculate earnings

The Artist expressly **waives any claim to revenue** during this phase.

The Platform will notify the Artist once full monetization is activated, at which point **Section 3 shall apply going forward**.

## 5. PAYMENT TERMS

- Minimum payout threshold: **ZMW 500**
- Payment frequency: **Monthly (subject to threshold)**
- Payment methods:
  - Mobile Money
  - Bank Transfer

The Platform shall provide a **dashboard** for tracking streams, earnings, and payouts.

## 6. CONTENT REMOVAL

The Artist may request removal of content at any time.

The Platform shall remove such content within a **reasonable timeframe**.

## 7. CONTENT STANDARDS

The Artist agrees **not to upload content that**:

- Is stolen or unauthorized
- Violates copyright or intellectual property rights
- Contains illegal, harmful, or unlawful material

The Platform reserves the right to remove any content that violates these standards or applicable laws.

## 8. TERMINATION

Either party may terminate this Agreement at any time.

Upon termination:

- All Artist content shall be removed within a reasonable period
- Any eligible unpaid earnings (post-monetization only) shall be settled subject to payout thresholds

## 9. LIABILITY

The Artist is solely responsible for:

- Ownership and legality of uploaded content

- Any disputes arising from rights or usage

The Platform shall **not be liable** for disputes between the Artist and third parties.

## 10. GOVERNING LAW

This Agreement shall be governed by the laws of the **Republic of Zambia**.

## 11. DATA, ANALYTICS AND TRANSPARENCY

The Platform may provide analytics including:

- Stream counts
- Listener data
- Revenue estimates

Such data is provided for **informational purposes** and may be subject to updates or adjustments.

## 12. ACCEPTANCE

By uploading content or accepting this Agreement electronically, the Artist confirms that they:

- Have read and understood this Agreement
- Agree to be legally bound by its terms

## ARTIST DETAILS

.....  
**{Artist Name}**  
**Date Accepted:**.....

### Company Representative

**Daniel Kabingandu Lumbwe**  
Chief Executive Officer  
Apogee Music Zambia Limited