

**9JA FLAVER E-COMMERCE
DISTRIBUTION AGREEMENT**

BETWEEN

9JA FLAVER MEDIA (DISTRIBUTOR)

AND

..... (PRODUCER)

PREPARED BY:

IKENNA OKEKE, ESQ.
VALKENNA LEGAL CONSULT
LEGAL PRACTITIONERS & CONSULTANTS
TRINITY HOUSE, PLOT 943,
CADASTRAL ZONE B06,
MABUSHI, ABUJA.
08036849296

THIS AGREEMENT made on this _____ day of _____ between

9JA FLAVER MEDIA of No. 22 Kumasi Crescent Wuse 2 Abuja hereinafter referred to as "**THE DISTRIBUTOR**" (which expression shall unless repugnant to the context or meaning thereof include its authorized representatives, successors and assigns) of the one part.

AND

.....OF.....
..... hereinafter referred to as "**THE PRODUCER**" (which expression shall unless repugnant to the context or meaning thereof include its authorized representatives, successors and assigns) of the one part.

WHEREAS the Producer has offered to distribute his beat through the E-Commerce platform of 9ja Flaver Media which shall be for a certain consideration and the distributor [9ja Flaver Media] accepts the said distributorship on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Producer being the owner of the beat hereby issues, handover the sole distributorship of the said beat to the distributor upon a consideration of agreed sum the be remitted upon the sale of each beat.
2. The distributor being the online marketing body shall enjoy sole distributorship of the beat through the Distributors E-Commerce platform which shall be to the exclusion of any person including the producer
3. Both parties hereby agree that all the beats which are the subject of this agreement shall be distributed by the Distributor and at he agreed sum shall be remitted to the producer.
4. The Producer shall not release the said beat to any other platform, artist, DJ, or online store unless such beat has been officially withdrawn from the Distributor.
5. The Distributor [9jaFlaver Media Management] shall be entitled to a commission of 35% percent from proceed of every beat sold.
6. The producer shall be entitled to a royalty of 65% from proceed of every beat sold.

7. The Producer agrees that the Distributor [9jaFlaver Media] shall provide license of the beat ownership to clients upon purchase.
8. Both parties agrees that any beat sold on 9jaFlaver beat store shall not be re-sold by either 9jaFlaver or the Producer

COMMENCEMENT AND DURATION

The duration of this agreement shall be for a period of and may be subject to renewal upon written request.

REMITTANCES

The distributor agrees that the beat is the absolute property of the producer and shall remit the sum of arising from the cost of selling the beat.

NON- COMPETITION

It is further acknowledged and agreed that during the pendency of this agreement with the Distributor [9JAFLAVER MEDIA], the Producer shall not engage disclosed clients of 9JAFLAVER MEDIA pertaining a particular beat even though the client finds out who the producer is, and shall not attempt to engage any current staff of 9JAFLAVER MEDIA.

It is further acknowledged and agreed that following termination of the agreement with 9JAFLAVER MEDIA for any reason the Producer shall not solicit business from current clients or clients who have retained 9JAFLAVER MEDIA in the 6 month period immediately preceding the termination of this agreement.

INDEPENDENT LEGAL ADVICE

The Producer acknowledges that the Distributor has provided the Producer with a reasonable opportunity to obtain independent legal advice with respect to this agreement, and that either:

- (a) The Producer has had such independent legal advice prior to executing this agreement, or;

(b) The Producer has willingly chosen not to obtain such advice and to execute this agreement without having obtained such advice.

ENTIRE AGREEMENT

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to this distribution agreement between the Producer and 9JAFLAVER MEDIA and shall be amended or modified only by written instrument signed by both of the parties hereto.

SEVERABILITY

The parties hereto agree that in the event any article or part thereof of this agreement is held to be unenforceable or invalid then said article or part shall be struck out and all remaining provision shall remain in full force and effect.

DAMAGES UPON DEFAULT BY ANY PARTY

- a. Where any party defaults or breach any part of this agreement, the other party shall write to the defaulting party thereby putting him on notice of his default.
- b. The default party shall pay to the other party the sum of 100,000.00 as compensation for each beat so released.
- c. The written notice shall be issued requesting for the said payment and the payment shall be damages shall be paid within one week of receiving such written notice.
- d. If the damages is not paid after one week, it shall attract the sum of 2,000 per day until the said damages is finally paid off.

DELIVERY OF NOTICE OR OTHER COMMUNICATIONS

Any letter, notice or other communications dispatched to the producer or distributor whether through Email address or through a representative at the address last notified to the distributor by the producer shall be deemed to have been received by them (even though it may have been returned) respectively with the remarks "refused", "undelivered" or any

words to that effect, or for any other reason whatsoever provided the message or envelope containing the notice was properly addressed and posted.

TERMINATION OF AGREEMENT BY EITHER PARTY

Either party shall be at liberty at any time during the continuance of this Agreement to terminate the distributorship by first of all giving one month notice to the other party and stating reasons for such termination. The party seeking to terminate the said agreement must be of good standing and shall not be found wanting or in contravention with any clause of this agreement. All properties of the parties to this agreement shall be returned to the party who owns it. This includes balance of payment as well as payment of agreed sum upon default by any party.

IN WITNESS WHERE OF, the parties hereto have signed this Agreement on the day and year first here-in-above written.

SIGNED BY THE DISTRIBUTOR [9JAFLAVER MEDIA]

.....

IN THE PRESENCE OF:

Name:

Address:

Occupation:

Sign/Date

SIGNED BY THE PRODUCER

.....

IN THE PRESENCE OF:

Name:

Address:

Occupation:

Sign/Date: