

# MUSIC STICK MARKET

## ARTIST MEMBERSHIP AGREEMENT V1.0

**Effective Date:** \_\_\_\_\_

### PARTIES

**This Artist Membership Agreement ("Agreement") is entered into by and between:**

**QRA Enterprises LTD, an Ohio S Corporation d/b/a Music Stick Market ("MSM" or "Company"), with its principal place of business in Cincinnati, Ohio;**

**and**

**The individual or entity registering as an Artist Member on musicstickmarket.com ("Artist" or "You").**

**MSM and Artist are each referred to individually as a "Party" and collectively as the "Parties."**

### RECITALS

**WHEREAS, MSM operates a platform for the production, distribution, and sale of USB-based music albums ("Music Sticks");**

**WHEREAS, Artist wishes to utilize MSM's services for the production and/or catalog listing of Music Sticks containing Artist's musical recordings;**

**WHEREAS, MSM provides metadata quality assurance services to ensure optimal end-user playback experience;**

**NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:**

### 1. DEFINITIONS

- (a) **"Album"** means a collection of musical recordings submitted by Artist to MSM for Music Stick production, including all associated audio files, artwork, and metadata.
- (b) **"Artist Content"** means all audio recordings, album artwork, artist photography, biographical information, credits, and any other materials provided by Artist to MSM.
- (c) **"Artist Dashboard"** means the secure online portal accessible to Artist on musicstickmarket.com for managing Albums, orders, catalog listings, and account settings.
- (d) **"Bulk Order"** means a direct purchase by Artist of Music Sticks for Artist's own resale or distribution.
- (e) **"Catalog Listing"** means the inclusion of an Album in MSM's public marketplace for print-on-demand purchase by consumers.

- (f) **"Master Recording Files"** means the original high-quality audio files of Artist's musical recordings submitted via secure file transfer.
- (g) **"Metadata"** means ID3 tags and other embedded information within audio files, including but not limited to track titles, artist names, album titles, genre, year, and artwork.
- (h) **"Music Stick"** means a USB flash drive containing an Album, produced by MSM.
- (i) **"Platform"** means musicstickmarket.com and all associated services, including the Artist Dashboard and catalog marketplace.

## 2. LIMITED LICENSE GRANT

### 2.1 Scope of License

**Artist hereby grants to MSM a limited, non-exclusive, non-transferable, revocable license to use Artist Content solely for the following purposes:**

- (a) Producing Music Sticks containing Artist's Albums for Bulk Orders and/or Catalog Listings;
- (b) Processing and standardizing Metadata to ensure optimal playback experience across all devices and platforms;
- (c) Displaying Album artwork, artist name, album title, and credits in the Platform catalog *only when expressly authorized by Artist* via the Artist Dashboard;
- (d) Fulfilling customer orders for Music Sticks listed in the catalog.

### 2.2 No Ownership Rights

**MSM MAKES NO CLAIM TO OWNERSHIP OF ANY ARTIST CONTENT, INCLUDING BUT NOT LIMITED TO MASTER RECORDING FILES, ALBUM ARTWORK, MUSICAL COMPOSITIONS, LYRICS, OR ANY OTHER INTELLECTUAL PROPERTY CONTAINED WITHIN SUBMITTED MATERIALS. All rights, title, and interest in and to Artist Content remain solely with Artist or Artist's licensors. This Agreement does not constitute an assignment, transfer, or conveyance of any intellectual property rights.**

### 2.3 Catalog Listing Authorization

**IMPORTANT: Execution of this Agreement does NOT authorize MSM to list any Album in the public catalog. Catalog Listing requires separate, explicit consent provided by Artist through the designated consent mechanism in the Artist Dashboard for each individual Album.**

**Artist may grant or revoke Catalog Listing authorization for any Album at any time through the Artist Dashboard. Revocation of Catalog Listing authorization will be processed within forty-eight (48) hours, after which the Album will no longer be available for new customer purchases. Existing orders placed prior to revocation will be fulfilled.**

## 3. METADATA PROCESSING AND RETURN

### 3.1 Metadata Quality Assurance

**MSM will process submitted audio files to ensure Metadata is properly formatted and standardized for optimal playback across all platforms and devices. This includes verification and correction of ID3 tags, embedding of album artwork, and quality assurance testing.**

### 3.2 Return of Processed Materials

**MSM will provide Artist with copies of all processed audio files with corrected and standardized Metadata. Artist owns all processed files and may use them freely for any purpose. The Metadata work product created by MSM during processing becomes Artist's property upon return of the files.**

## 4. DATA SECURITY AND CONFIDENTIALITY

#### **4.1 Security Measures**

**MSM will maintain commercially reasonable security measures to protect Artist Content, including but not limited to:**

- (i) Use of industry-leading secure file transfer protocols (MASV with TPN Gold Shield certification) for transmission of Master Recording Files;**
- (ii) Encrypted storage of all Artist Content on secure servers;**
- (iii) Access controls limiting personnel access to Artist Content to those with legitimate business need;**
- (iv) Regular security assessments and updates to security protocols.**

#### **4.2 Limited Public Disclosure**

**Only the following information will be made publicly accessible, and only for Albums with active Catalog Listing authorization: album artwork, album title, artist name, track titles, track durations, and credits. Master Recording Files, unpublished materials, and internal account information will never be publicly disclosed.**

#### **4.3 Confidentiality**

**MSM agrees to treat all non-public Artist Content as confidential and will not disclose, distribute, or permit access to such materials to any third party except as necessary to fulfill its obligations under this Agreement or as required by law.**

### **5. ARTIST REPRESENTATIONS AND WARRANTIES**

**Artist represents and warrants that:**

- (a) Artist is the sole owner of all rights, title, and interest in the Artist Content, or has obtained all necessary licenses, permissions, and authorizations to grant the rights herein;**
- (b) The Artist Content does not infringe, misappropriate, or violate any third party's intellectual property rights, rights of publicity, rights of privacy, or other proprietary rights;**
- (c) For any cover songs or samples included in the Artist Content, Artist has obtained all required mechanical licenses and clearances from the appropriate rights holders;**
- (d) Artist has the full right, power, and authority to enter into this Agreement and to perform Artist's obligations hereunder;**
- (e) All information provided during account registration and artist verification is true, accurate, and complete;**
- (f) Artist Content does not contain any unlawful, defamatory, obscene, or otherwise objectionable material.**

### **6. INDEMNIFICATION**

#### **6.1 Artist Indemnification**

**Artist agrees to indemnify, defend, and hold harmless MSM, its officers, directors, employees, agents, and affiliates from and against any and all claims, damages, losses, liabilities, costs, and**

**expenses (including reasonable attorneys' fees) arising out of or relating to: (i) any breach of Artist's representations or warranties herein; (ii) any claim that Artist Content infringes or misappropriates any third party's intellectual property or other rights; (iii) Artist's violation of any applicable law or regulation.**

## **6.2 MSM Indemnification**

**MSM agrees to indemnify, defend, and hold harmless Artist from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) MSM's gross negligence or willful misconduct in handling Artist Content; (ii) any unauthorized disclosure of Artist Content by MSM in violation of this Agreement; (iii) MSM's violation of applicable law in its performance under this Agreement.**

## **7. LIMITATION OF LIABILITY**

### **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:**

- (a) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, DATA, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;
- (b) MSM'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF: (I) THE TOTAL FEES PAID BY ARTIST TO MSM IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM; OR (II) ONE THOUSAND DOLLARS (\$1,000);
- (c) THE FOREGOING LIMITATIONS SHALL NOT APPLY TO EITHER PARTY'S INDEMNIFICATION OBLIGATIONS OR TO DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

## **8. TERM AND TERMINATION**

### **8.1 Term**

**This Agreement shall commence on the Effective Date and continue until terminated in accordance with this Section 8.**

### **8.2 Termination**

- (a) **By Artist:** Artist may terminate this Agreement at any time by providing written notice to MSM and closing Artist's account through the Artist Dashboard.
- (b) **By MSM:** MSM may terminate this Agreement: (i) immediately upon written notice if Artist breaches any material term of this Agreement; (ii) upon thirty (30) days' written notice for any reason or no reason.
- (c) **Effect of Termination:** Upon termination: all Catalog Listings will be removed within forty-eight (48) hours; outstanding Bulk Orders placed prior to termination will be fulfilled; all fees owed to either party will become immediately due and payable; MSM will delete Artist Content from its systems within thirty (30) days, except as required to fulfill existing orders or as required by law.

## **9. GENERAL PROVISIONS**

- (a) **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to its conflict of laws principles.
- (b) **Dispute Resolution:** Any dispute arising out of or relating to this Agreement shall first be submitted to good-faith mediation. If mediation is unsuccessful, disputes shall be resolved by binding arbitration in Cincinnati, Ohio, in accordance with the rules of the American Arbitration Association.
- (c) **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written.

- (d) **Amendment:** MSM may amend this Agreement by providing thirty (30) days' notice to Artist. Continued use of the Platform after such notice constitutes acceptance of the amended terms.
- (e) **Waiver:** No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term.
- (f) **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- (g) **Assignment:** Artist may not assign this Agreement without MSM's prior written consent. MSM may assign this Agreement to any successor in interest or acquirer of substantially all of MSM's assets.
- (h) **Independent Contractors:** The relationship between MSM and Artist is that of independent contractors. Nothing in this Agreement creates an employment, agency, partnership, or joint venture relationship.
- (i) **Notices:** All notices under this Agreement shall be in writing and sent to the email address on file for Artist or to legal@musicstickmarket.com for MSM.
- (j) **Force Majeure:** Neither Party shall be liable for any failure or delay in performance due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, strikes, or government actions.

## SIGNATURES

**By signing below (or by clicking "I Agree" or similar acceptance mechanism on the Platform), the Parties acknowledge that they have read, understood, and agree to be bound by all terms and conditions of this Agreement.**

### ARTIST:

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Artist/Band Name:** \_\_\_\_\_

**Email:** \_\_\_\_\_

### MUSIC STICK MARKET (QRA ENTERPRISES LTD):

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_