

Creator Distribution Agreement

This Agreement governs the sale and distribution of the Creator's approved music, films, books, clothing, and related content or products through the BMC platforms identified below. The completed Commercial Terms and the following provisions form one agreement.

1 Parties and Commercial Terms

Select the contracting company for this transaction: ☐ BMC World LLC ☐ BMC Live TV LLC ☐ BMC Live Radio LLC (the selected company, "BMC"). These entities may use the same agreement wording, but only the selected entity is a party and responsible for its obligations.

Commercial field	Agreed details
Effective date and agreement version	_____ / _____
BMC business address and notice email	_____ _____
Creator legal name or entity and representative	_____ _____
Creator address and notice email	_____ _____
Platforms and approved catalog or listing identifiers	☐ www.bmcworld.com ☐ www.bmclivetv.com Other: _____ Catalog or IDs: _____
Approved products and distribution methods	☐ Music ☐ Film ☐ Books ☐ Clothing ☐ Downloads ☐ Streaming ☐ Physical sales ☐ TV broadcast ☐ Radio broadcast Other: _____
Territory and exclusivity	Territory: _____ ☐ Nonexclusive ☐ Exclusive only as described: _____
Term and ordinary termination notice	Term or end date: _____ Renewal, if any: _____ Notice period: _____
Prices and approved discounts	Prices or attached price list: _____ Discount authority: _____

Revenue allocation and authorized deductions	Creator's sales share: ____% of Net Receipts BMC's sales commission: ____% of Net Receipts Additional agreed deductions: _____
Payment and reporting	Currency: _____ Method: _____ Reporting period: ____ Payment due: _____ Minimum payout, if any: _____
Physical fulfillment and returns if applicable	Fulfillment party: _____ Shipping time and cost allocation: _____ Returns terms and cost allocation: _____ Inventory ownership and risk of loss: _____
Rights clearance allocation and special terms	Creator responsibilities: _____ BMC responsibilities: _____ Special terms or attachment: _____

Complete all applicable fields before acceptance; mark inapplicable fields "N/A." Both parties must approve the completed terms. BMC will not activate distribution with essential commercial terms unresolved. An exclusive grant requires an express description of its products, methods, territory, and duration.

2 Appointment and Distribution Rights

The Creator appoints BMC to sell or distribute only the approved items through the selected platforms, methods, territory, and term. Subject to the Commercial Terms, the Creator grants BMC the rights necessary to host, store, reproduce, deliver, distribute, display, and, where approved and properly licensed, stream, broadcast, or publicly perform the approved content. BMC may make technical format changes required for delivery without materially altering the work. Editing, adaptation, synchronization into unrelated productions, or use outside the approved scope requires separate written permission.

BMC may permit the named BMC entities, hosting providers, payment processors, and delivery partners to exercise these rights only as needed to perform this Agreement. BMC remains responsible for its performance and its appointed service providers. Distribution through additional websites, unrelated channels, or outside the territory requires the Creator's written approval. Any exclusivity is limited to the express Commercial Terms.

3 Ownership and Promotion

The Creator and existing rights holders retain ownership of the content, products, copyrights, trademarks, and other intellectual property. This Agreement transfers no ownership. BMC may use supplied names, approved likenesses, artwork, descriptions, and reasonable excerpts solely to identify and promote approved listings during the term. BMC must not imply an unrelated endorsement. The Creator retains all rights not expressly granted. BMC retains ownership of its platforms and branding.

4 Rights Clearance and Creator Assurances

The Creator confirms that the Creator has authority to enter this Agreement and grant the stated rights; that submissions and descriptions are accurate; and that approved distribution will not violate another person's rights or an existing contract. The Creator will provide reasonably requested evidence of ownership, permissions, releases, and licenses, and promptly disclose any restriction or claim affecting distribution.

Rights clearance must cover all relevant components, including musical compositions and lyrics, sound recordings, samples, film footage, artwork, trademarks, and performer or likeness permissions. The Commercial Terms must identify who obtains and pays for required licenses and royalties. BMC is responsible for licenses legally required of it as a platform operator that the Creator's grant does not supply. Neither party may commence an approved use until the necessary rights are secured. The Creator remains responsible for payments to the Creator's collaborators unless expressly allocated to BMC.

5 Listings and Platform Responsibilities

The Creator will supply usable files or goods, accurate metadata and product descriptions, and timely updates. Submissions must not be counterfeit, unlawfully infringing, fraudulent, defamatory, unlawfully obscene, unsafe, or otherwise illegal. BMC may decline unsuitable submissions and will use reasonable care in maintaining approved listings, processing transactions, and delivering its agreed services. BMC does not guarantee a particular sales volume, audience, or revenue.

BMC may suspend or remove affected listings for credible rights complaints, safety concerns, fraud, material breach, or legal requirements. BMC will notify the Creator of the reason when legally permitted and provide a reasonable opportunity to respond or correct a remediable issue. BMC will follow applicable notice, counter-notice, and reinstatement requirements. Suspension alone does not forfeit earned amounts.

6 Revenue Statements and Payment

"Net Receipts" means amounts actually received by BMC from approved sales or uses, less transaction-related sales taxes collected for remittance, actual customer refunds and chargebacks, and the additional deductions expressly listed in the Commercial Terms. No overhead, marketing, license fee, or other expense may be deducted unless expressly agreed. The listed shares must total 100 percent. BMC retains its agreed percentage of Net Receipts from approved sales or uses as its sales commission and pays the Creator the remaining agreed percentage. No fixed fee or minimum sales obligation applies unless stated in the Commercial Terms.

BMC will provide statements showing receipts, itemized deductions, and the Creator's share for each reporting period, and pay the undisputed balance by the agreed deadline and method. Any payout threshold must be stated in advance; amounts below it carry forward and remain payable. BMC may temporarily reserve only amounts reasonably connected to identified refunds, chargebacks, or disputes, explaining the amount and basis and releasing the reserve when the issue is resolved. BMC will not withhold unrelated undisputed earnings.

The Creator may request supporting transaction records and raise statement discrepancies; BMC will investigate and correct substantiated errors. Each party bears its own income taxes. BMC may make

legally required withholding and will provide the supporting tax documentation. Prices, discounts, commissions, and deductions may change only by mutual written agreement.

7 Physical Products and Customer Orders

This section applies to physical clothing, books, and other goods. Before listing, the parties must allocate fulfillment, shipping charges, returns, inventory ownership, and risk of loss in the Commercial Terms. The designated fulfillment party will maintain available inventory, package goods appropriately, meet stated dispatch times, provide tracking where available, and promptly notify the other party of delays. BMC will accurately communicate the agreed shipping and return terms to customers.

The Creator warrants that supplied goods match their descriptions, are authentic, and comply with applicable product safety and labeling requirements. The Creator is responsible for defects in goods supplied by the Creator; the party causing a fulfillment error is responsible for that error. Refunds and returns must comply with applicable law and the disclosed customer terms. Neither party may shift mandatory customer protections onto the customer. Responsibility for recalls and associated costs follows the party whose breach or supplied defective goods caused the recall. Unsold inventory must be returned or otherwise handled as the parties agree, with no disposal or continued sale without authorization.

8 Termination and Outstanding Obligations

This Agreement runs for the agreed term and may be ended by either party on the ordinary notice stated in the Commercial Terms. Either party may terminate for material breach after written notice and a reasonable opportunity to cure, except where an incurable breach or immediate legal or safety concern requires earlier action. Renewal requires the arrangement stated in the Commercial Terms; BMC may not impose a new term unilaterally.

Upon termination, BMC will stop new sales and promotional uses and remove affected listings without unreasonable delay. Any period needed to complete previously accepted orders must be agreed or legally required. Existing lawful customer access or licenses may continue only within the scope disclosed and approved before sale. BMC may retain copies needed for those obligations or legal records, without new exploitation. BMC will issue a final statement and pay accrued undisputed earnings within the agreed payment interval after termination; later receipts and released reserves will be accounted for and paid on the same interval. Ownership, accrued payment duties, claim responsibilities, and provisions intended to survive remain effective.

9 Responsibility for Claims

Each party will indemnify the other against third-party claims, resulting damages, and reasonable defense costs to the extent caused by that party's breach of this Agreement, infringement arising from materials it supplies or unauthorized uses it makes, negligence, or willful misconduct. The Creator is not responsible for BMC's unauthorized alterations or uses, and BMC is not responsible for undisclosed defects or rights restrictions in the Creator's submissions except to the extent BMC contributes to the claim.

The party seeking protection must promptly notify the other, provide reasonable cooperation, and permit the responsible party to control the defense with suitable counsel. Delayed notice reduces protection only to the extent it materially prejudices the defense. No settlement may admit fault, impose a nonmonetary obligation, or leave the protected party liable without that party's written consent. Responsibility is apportioned where both parties contributed.

10 Liability

To the extent permitted by applicable law, neither party is liable to the other for indirect, incidental, special, or consequential damages or speculative lost profits arising from this Agreement. This exclusion does not limit payment obligations, liability for fraud or willful misconduct, infringement or unauthorized use of intellectual property, amounts payable for covered third-party claims under Section 9, or liability that applicable law does not permit the parties to exclude. Neither party disclaims its express obligations under this Agreement.

11 Governing Law and Disputes

This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to conflict-of-law rules. The parties will first attempt in good faith to resolve a dispute through their notice contacts. If unresolved, proceedings may be brought in state courts located in Philadelphia County, Pennsylvania, or the federal court serving Philadelphia where it has jurisdiction, and the parties consent to those courts. This clause does not restrict mandatory statutory remedies or jurisdiction requirements.

12 Notices and General Terms

Notices must be sent to the email or mailing addresses stated in the Commercial Terms; each party must keep its contact details current. Email notice is effective when receipt is acknowledged or delivery is otherwise confirmed, excluding a rejection or bounce notice. The parties are independent contractors; neither may bind the other except for the express distribution authority granted here.

This Agreement, its completed Commercial Terms, and expressly identified attachments are the entire agreement for the approved distribution. The Commercial Terms control a conflict concerning a specifically completed commercial field. Changes require both parties' written or electronic agreement. General website policy changes do not amend this Agreement. Neither party may assign this Agreement without the other's written consent. If a provision is unenforceable, the remaining provisions continue to the extent lawful. Failure to enforce a provision is not a waiver.

13 Signatures and Electronic Acceptance

The parties agree to transact electronically and may sign electronically or in counterparts. For online acceptance, the completed Commercial Terms and this Agreement must be available to review and save before acceptance. The Creator's affirmative acceptance and BMC's recorded confirmation establish the Effective Date if no different date is stated. BMC will retain and provide a copy identifying the contracting LLC, agreed terms, agreement version, accepting person, and acceptance date and time.

☐ I have read and agree to this Creator Distribution Agreement and its completed Commercial Terms. I confirm that I am the Creator or have authority to bind the Creator entity identified above.

CREATOR

Name and title: _____

Signature: _____

Date: _____

Email or account identifier: _____

FOR THE SELECTED BMC COMPANY

Authorized BMC Representative: _____

Title: _____

Signature or recorded confirmation: _____

Date: _____

Contracting LLC: _____