

**Eclectrix presents...**

**Eclectrix.net/protest**

## **Indemnification**

Artist shall indemnify, defend, and hold harmless Distributor and its parent companies, subsidiaries, affiliates, successors, assigns, officers, directors, members, managers, employees, agents, representatives, licensees, sublicensees, digital service providers, and contractors (collectively, the "Distributor Indemnitees") from and against any and all claims, demands, actions, suits, proceedings, liabilities, damages, judgments, settlements, losses, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of or related to:

(a) any actual or alleged breach of any representation, warranty, covenant, or obligation made by Artist under this Agreement, including the Artist's Submission;

(b) any claim that the musical compositions, sound recordings, artwork, metadata, name, likeness, or other materials supplied by Artist infringe, misappropriate, or violate any copyright, trademark, right of publicity, moral right, contractual right, or other intellectual property or proprietary right of any third party;

(c) any failure by Artist to obtain and maintain all necessary licenses, permissions, clearances, and consents required for the distribution, public performance, synchronization, streaming, or other exploitation of the recordings;

(d) any royalties, fees, payments, or other compensation alleged to be owed to producers, writers, publishers, performers, session musicians, or any other third party in connection with the recordings; or

(e) any claim arising from the content of the recordings, including but not limited to defamation, invasion of privacy, unlawful content, or violation of applicable laws or regulations.

Artist's indemnification obligations shall apply regardless of whether such claims arise during or after the Term of this Agreement and shall survive termination or expiration of this Agreement. Distributor shall promptly notify Artist of any claim subject to indemnification and shall reasonably cooperate in the defense thereof. Artist shall have the right to control the defense and settlement of any such claim, provided that no settlement shall impose any liability or obligation on Distributor without the Distributor's prior written consent.

## **Disclaimer**

All participants must be the Intellectual Property Rights owners of their original recordings.

All songs must be original compositions. All participants must be 18 years or older.

The winner(s) will be given a worldwide distribution agreement with Primo Discos / The Orchard distribution. Further details will be furnished at a later date.