

Independent Submit Music User - Licence Agreement

Please read this audio music licence agreement ("Licence") carefully before you click "I Agree" button. By doing so you indicate your acceptance of such terms and conditions and you agree to be bound by these. Sync-Audio will issue you an Acceptance or Decline receipt of this transaction.

THIS AGREEMENT made the day of

BETWEEN

(1) [ARTIST/COMPOSER] named as the registered user ("the Licensors")

And

(2) [LICENSING /PUBLISHING PARTY] Sync-Audio ("the Licensee")

WHEREAS The Licensors warrant and confirm that:

1. (a) You are not a minor to mean under the age of sixteen (16) years old.
2. (b) The Tracks you are submitting to the Licensee are free to be licensed as the intellectual property of the Licensors without any persons or firms having claims to licensing or publishing rights which may conflict the object of the Terms and conditions of this Agreement.
3. (c) To the best of your knowledge all credits and rights pertaining to Titles, Songs, Masters and Tracks (so-called) with composers, artists, collaborators, producers and publishers are true as submitted to the Licensee.
4. (d) You have read and confirm the terms and conditions set forth in this Agreement.

1. TERRITORY

The territory shall mean the World.

2. TERM

2.1 The term shall be on an exclusive basis whereas Licensee will have sole control of all rights granted in this Agreement for the duration of twelve (12) months conditional upon the Licensee exploiting the Licensors' catalogue during the term notwithstanding the term shall continue on a twelve (12) months rolling period thereafter on an Exclusive basis until such time that the cessation of any viable exploitation occurs in any twelve (12) month period.

2.2 All rights in the Licensors' catalogue shall be fully reverted to the Licensors following notification from the Licensors to the Licensee to revert the Licensors' "un-

exploited" Tracks notwithstanding the Agreement shall continue on the twelve (12) month rolling period if the Licensors refrains from serving a reversion notification within thirty (30) days before the end of the given period applicable to a reversion notice.

3. LICENSOR'S SUBMISSION OF TRACKS

3.1 The Licensors may submit a maximum of four (4) Tracks initially in the Licensee's data base hereinafter referred to as the Audio Library subjected to the terms and conditions as set out in this Agreement. Thereafter the Licensee can increase the Licensors' music uploads status on subsequent submissions.

4. SELECTION OF TRACKS

4.1 The Licensee upon selection of the Licensors' Tracks shall within ten to thirty (10–30) days notify the Licensors of the acceptance or decline of the Tracks submitted thereupon by clicking the I Accept button the Licensors' Tracks will activate the Licensors' Account.

4.2 In the event that the Licensors shall decline from activating the Licensors' Account the Tracks in the submission process will automatically default to the Licensors and would not be registered in the Audio Library.

5. PRIMARY RIGHTS

5.1 The Licensors hereby appoints the Licensee and its Primary Agents and Distributors the right during the Term and in the Territory to be its agent to license Tracks in the Licensors' Catalogue to third parties hereinafter referred to as the License Users in every branch and medium and formats known or presently unknown in the music, creative, corporate, and media industries in the Territory hereinafter referred to as "the industry".

5.2 Such License Users shall have the right to programme, synchronise, distribute, sell, copy, transmit, broadcast, stream, manufacture, market and otherwise exploit and promote any or all of the Licensors' Tracks whether requested in full original form or otherwise arranged with 'vocal only' or „instruments only' mix or remix versions providing the Tracks are recorded and mastered to a technical standard normally accepted in the industry for professional and commercial usage.

5.3 To display and electronically deliver Artwork pertaining to the Licensors' Catalogue and stream promotional audio-visual clips in so-called slideshows and Banner Features.

6. MARKETING RIGHTS

During the Term and in the Territory the Licensee will pursue, promote and make available the Licensors' Tracks and Catalogue for the purpose of obtaining License Sales from License Users such as Corporate Users, Charity Users, Independent Productions, Independent Commercial Users, Personal Users, of which are Performing Artists, Producers, Directors, Commissioning Directors, Managers, Supervisors, Editors, Programmers, Educators, Trainers, Students, Authors, Composers, Journalists, Artists, Designers, Choreographers in Audio and Visual Recordings, Films, Trailers, TV Productions, Theatre Productions, Videos, Dance as used in Artistic Stage and Concert Productions, Sponsored Indents, Corporate and Charity Presentations, Education, Training, Research, Advertising, Promotions, Campaigns, Non Advertising, Adverts; Radio Advertising, TV Advertising, Video Clips, Games, Gaming Platforms, Music Libraries, Including for the purpose of Encoding, Burning, Ripping, Peer to Peer (P2P), Web Casting, File Sharing, Streaming, Transmissions and Storage on Devices, Software Packages, so called Cloud Media, Mobile Downloads, (so called Apps) as used in Permanent Digital Downloads (MP3) and (MP4),

Online Songbooks, EBooks, EZines, EPublications, Audio Blogs, Digital Video, Ringtones, Ring-back, SACD, Retail Video Games, Other Media Advertising, Sponsored & Premium Products, Physical Distribution of CD"s, DVD"s, Sheet Music and further used in Terrestrial TV, internet TV, Smart TV, Cable Broadcasters, Satellite Broadcasters, Juke Boxes, online and offline in All Media Platforms, Internet Broadcasting, Podcasting so-called, Subscription & Ad Streaming, Internet Mobile and every branch, medium, formats and platform known or presently unknown in the industry in the Territory.

7. PUBLIC PERFORMANCE RIGHTS

The Licensors has licensed public performance rights (the royalty rights) in the Tracks as Composition(s) to PRS for Music, ASCAP and/or BMI, PPL, VPL Sound Exchange and other worldwide performing rights collection societies or otherwise referred to as the Collection Agencies with respect to Writers and Publishers share hereinafter referred to as Collection Agencies 1 and Artists and Record Labels share. If Licensee elects to perform the Composition(s) on station(s), network(s) and/or other outlets that do not have a public performance license from the said Collection Agencies 1 as applicable, or outlets that otherwise have not been licensed the right to publicly perform the Composition(s), then Licensors hereby assigns to the Licensee the right to publicly perform the Composition(s) on said outlets without any public performance fees or further compensation due to Licensors or Collection Agencies 1 (as applicable), or any other third party therefor.

8. MECHANICAL AND DIGITAL RIGHTS

The Licensors has licensed mechanical and digital rights (the royalty rights) in the Tracks as Composition(s) to MCPS, Harry Fox Agency (HFA) iTunes, Amazon, CD Baby and other worldwide mechanical and digital rights collection societies, agencies, distributors and stores hereinafter referred to as Collection Agencies 2 with respect to Writers and Publishers share paid by Artists, Record Labels, Independent Producers Corporate and Commercial Users. The Licensors hereby assigns to the Licensee the right to collection from the distribution of sales from the Composition(s) on said outlets as the so-called "Mechanical Rights" "Digital Rights" "Synchronisation Rights" "Performance Rights" "Streaming Rights" "Commissioning Rights".

9. RETENTION RIGHTS

The Licensee shall have the right to retain rights pertaining to Public Performance, Mechanical and Digital Rights in accordance to Clause 7 and Clause 8 above for a period of ten (10) years whereupon such retention period shall commence immediately after the cessation of the Term in accordance to the conditions set out in Clause 2 above.

10. BUY OUTS

The Licensee shall have the right to enter into "buy out" deals so-called whether for a "capped" or "open" amount on behalf of the Licensors or any third party appointed by the Licensors whether conditioned on a "perpetuity" basis to include Most Favoured Nation (MFN) package in respect to "buy out" involving "multiple assignees" such as in Gaming Platforms and Film Synchronisation any time during the term where the Active Tracks is exploited as in "capital" is on the basis of a non-exclusive Acquisition or "buy out" offer of the Licensors's Tracks or Catalogue in the Audio Library whether "open" or "capped" such "buy outs" shall be subject to negotiation on offers deemed acceptable to the Licensee from any gross Fees, Advances and Payments derived from any such transactions, deals as the accepted "buy out" with the exception of fees or royalty paid on a "pro-rata" basis between "multiple assignees" but not including the rights of the Licensee as set out in Clauses 7 and 8 above.

11. PAYMENTS

11.1 The Licensee will pay the Licensor fifty percent (50%) of all Net "mechanical" "digital" and "performance" income derived from broadcasts, telecasts, synchronisation, electronic transmission, permanent downloads, license sales and royalties derived from activities defined in Clauses 7 and 8 on royalty rights above.

11.2 The Licensee will pay the Licensor Performance Income received by the Licensee from the Collection Agencies 1 or the Licensee's sub-publishers, licensees and agents fifty percent (50%) Gross as the so-called "writer's share" and retain fifty percent (50%) as the so-called "publisher's share".

11.3 The Licensee will pay the Licensor Mechanical and Digital Income received by The Licensee from the Collection Agencies 2 or the Licensee's sub-licensees, and agencies, fifty percent (50%) Net as the so-called "artist share" and retain fifty percent (50%) as the so-called "label share".

11.4 All such Net income shall exclude online banking charges from PayPal and any withheld taxes from countries which will be chargeable to Licensor's account and deducted from any payments due at a maximum of five (5%) Percent.

11.5 On acceptance of the Licensor's Tracks the Licensee will require the Licensor to sign in to PayPal. By signing into PayPal the Licensor authenticates their email address. The Licensee will use the authenticated email address to deposit payments. The information collected by PayPal will be subject to the terms and conditions of PayPal and as such is not privy to the Licensee.

11.6 Licensor royalties derived from activities from collection agencies received by Sync-Audio will paid 50% Gross income directly to the licensor by authenticated email with statement of account.

12. ACCOUNTING

12.1 The Licensee shall pay the Licensor via PayPal into a true and correct PayPal account identified by the Licensor's email address, previously authenticated by PayPal and shall further issue a statement of account as of the last business day of each month in the year of collection and shall be emailed to the Licensor within thirty (30) days after each such collection pay-out subject to all due deductions to PayPal.

12.2 The Licensor shall be solely responsible for calculating deductions and payments of Taxes and duties to any Revenue Services in the territory.

13. PROHIBITION

The Licensee reserve the right to reject any songs/compositions/tracks into the Audio Library containing any derogatory or defamatory contents which may cause discrimination or misrepresentation of any individuals or groups commonly known as „protected characteristics“ under the Equality Act 2010 and the Human Rights Acts 1998.

14. WARRANTIES

14.1 To the extent possible, the right to use and authorise others to use Licensor's, copyright and/or Licensor's name, professional material, pseudonyms, photographs, likenesses and biographical

material.

14.2 The Licensor additionally represents and warrants that the Tracks do not infringe the rights of any third party.

14.3 The Licensor warrants, agrees and undertakes that Tracks submitted are free from any defamatory or obscene references in its contents or towards any parties. 14.4 The Licensor is not under any disability, restriction or prohibition, whether contractual or otherwise with respect to the Licensee's right, power and authority to enter into and perform this Agreement.

14.5 The Licensor grants to the Licensee (on behalf of the Licensor all necessary consents under the Copyright, Designs and Patents Act 1988 ("Act").

14.6 The Licensor agrees to indemnify the Licensee free against any claims, liabilities, damages, losses or expenses (including reasonable legal fees) suffered or incurred by the Licensor as a result of a breach of any of the warranties.

15. JURISDICTION

This Agreement shall be governed by English law and the High Court of Justice in England shall be the court of jurisdiction.

The Licensor and Licensee hereby agree with and accept all the terms laid out in this Agreement on the date signed as I Accept.