

MAORI MUSIC PUBLISHING (UK) LTD

SUB-PUBLISHING TERMS AND CONDITIONS

Our **Full Terms & Conditions** (shown elsewhere) will apply to *all* parties, with the addition of those specifically expressed in the following **Sub-Publishing Agreement** :

AGREEMENT MADE BETWEEN:

YOUR PUBLISHING COMPANY (hereinafter

referred to as the "Publisher"); and

MAORI MUSIC PUBLISHING (UK) LTD (hereinafter referred to as the "Administrator").

WHEREAS the Publisher owns or controls certain musical compositions which the Administrator wishes to administer throughout the Licenced Territory during the Term.

IT IS AGREED AS FOLLOWS:

- 1) In consideration of all of the Administrator's obligations, warranties and undertakings hereunder, the Publisher hereby designates the Administrator as its administrator in the Licenced Territory in respect of the Compositions during the Term only.
- 2) The Administrator undertakes to accurately register the Compositions within thirty (30) days after receipt with all relevant collection societies and associations within the Licenced Territory and to promptly and accurately collect on behalf of the Publisher all monies arising in respect of the Compositions in the Licenced Territory during the Term and to carry out all other services and duties customarily provided by a first class Music Publisher and / or Administrator.
- 3) The Administrator undertakes to pay to the Publisher as a royalty the following percentages of all monies arising prior to (to the extent not collected as at commencement of the Term) and during the Term in relation to any use and/or exploitation of the Compositions in the Licenced Territory:
 - a) 60% of the publisher's share in respect of all Compositions (Composer receives 100% of their writer's royalties)
 - b) If Administrator receives or is credited with any monies in relation to the Compositions other than those referred to above (including for example monies arising prior to or after the Term), the Administrator shall pay such monies to the Publisher without other deduction.
- 4) The royalties and payments as set out in Clause 3(a) above shall be computed on 100% of gross monies arising "at source" (i.e.100% of gross monies less only bona fide collection society deductions and all Composer shares of royalties).

5) True and correct royalty accounts shall be kept and maintained by the Administrator at all times.

Royalty statements shall be prepared by the Administrator in respect of each accounting period as at April, July, October and December in each year and shall show all monies arising in relation to the exploitation or use of the Compositions on a composition by composition basis and otherwise in a form and including such details as required by the Publisher to facilitate easy and accurate accounting to the Publisher's writers.

Such statements shall be sent to the Publisher within thirty (30) days after the end of each accounting period and Administrator shall remit to the Publisher all sums thereby shown to be due subject to our minimum distribution threshold/s.

Such statements shall specify inter alia the nature and source of all such monies.

Time shall be of the essence with regard to the preparation and sending of statements and the remittance of monies due.

All payments hereunder shall be subject to any necessary withholding tax required by law.

Whenever any monies are withheld (or otherwise would be so withheld) as a result of tax withholding the Administrator will use all endeavours to assist the Publisher in obtaining all necessary clearances for avoiding any such withholding tax or to procure the payment of any such withholding tax.

In the event that the Administrator receives a credit in respect of tax withheld (whether or not the Administrator is able to utilise such credit) the Administrator shall credit the Publisher with a proportionate part thereof.

6) The Administrator shall permit the Publisher or its representative to have all books, records, royalty accounts and statements of the Administrator inspected by an independent auditor insofar as the same relate to the Compositions hereunder and to make copies of the relevant excerpts.

In the event that such audit reveals an underpayment to the Publisher then the Administrator shall immediately pay to the Publisher the amount of such underpayment, together with interest thereon at the rate of 4% above the then current base rate of the Bank of England and the Administrator shall reimburse all of the Publisher's costs of such audit.

7) In the event that the Administrator is unable to receive any royalties from any country in the UK and Managed Territories as a result of any law, government ruling, currency or other restriction, then Administrator shall ensure that any share of such royalties which is properly due to the Publisher hereunder shall be deposited in an account selected and controlled by the Publisher in the UK.

8) All sums due to the Publisher shall be made in GB Pound Sterling and be held on trust by the Administrator for the Publisher until actual payment.

9) The Administrator hereby warrants and represents to the Publisher that:

a) It is fully entitled to enter into this Agreement and to administer the Compositions free from all encumbrances;

b) It shall at no time do or purport to do any act in conflict with the terms of this Agreement, or in derogation of the rights hereby expressed to be granted by the Publisher;

c) It shall not assign or dispose of any right in any Composition and it shall not enter into any agreement on behalf of the Publisher or purport to have such right.

10) The Administrator undertakes at all times to indemnify the Publisher, and does hereby indemnify the Publisher, from and against any and all damages, costs and expenses (including all reasonable third party legal costs or expenses) occasioned to or incurred by the Publisher and / or its writers, licensors, assignors, representatives and / or agents in consequence of any breach of the Administrator's warranties, representations, declarations and agreements contained in this Agreement.

The Administrator shall reimburse the Publisher on demand for any payment made at any time in respect of any damages, costs or expenses in respect of which the Publisher is entitled to be indemnified.

11) Any variation or amendment of this Agreement shall only be effective if the same is agreed in writing contained in one or more documents signed by or on behalf of both parties.

12) The grant of further time or other indulgence by either party to the other shall not constitute a waiver by the first party of any of its rights under this Agreement.

13) The Publisher shall have the right to terminate the Term forthwith upon giving written notice to the Administrator in the event that the Administrator shall (or the Publisher reasonably believes that it is likely that the Administrator shall) be in breach of this Agreement, or enter into liquidation (other than a voluntary liquidation for the purposes of reconstruction amalgamation or reorganisation) or become insolvent or shall have a receiver administrator (including an administrative receiver) appointed of all or a substantial and material part of the Administrator's assets and undertakings.

14) This Agreement is made in United Kingdom and shall be construed and governed by the laws of England. Each of the provisions hereof are severable, so that if any provision of this Agreement shall be found to be invalid or unenforceable in any part of the Territory, the same shall not affect the validity or enforceability of the remaining provisions, or affect the application of that provision in any other part of the Licenced Territory where such provision is not invalid or unenforceable.

15) The parties hereby irrevocably submit to the sole jurisdiction of the courts of London for the resolution of any dispute arising under or in connection with the application of this Agreement, provided that the Publisher may elect to bring proceedings in any other country of the Licenced Territory for the purpose of enforcing its rights in such country.

SIGNATURES

DEFINITIONS

“Term” shall mean a minimum period of THREE (3) years from the Commencement Date, extendable automatically for successive twelve months periods unless written notice is received by one of the parties not less than thirty days before the date of expiration of each term.

“Licensed Territory” shall mean the UK and Managed Territories (BRITISH ISLANDS, BAHAMAS, BERMUDA, CYRUS, GIBRALTAR and MALTA).

“Minimum Distribution Threshold” shall mean a value of GBP 10.00 for payments made by International PayPal or UK Bank Transfer and GBP 50.00 for payments made by Wire Transfer.

“Commencement Date” shall mean the date of the Agreement.

“Composition(s)” shall mean all those musical compositions which are listed in any submitted

“Schedule/s” refer to those made apart hereof together with all compositions subsequently acquired by Publisher during the Term hereof and notified to Administrator from time to time.