

MAORI MUSIC PUBLISHING

FULL TERMS OF AGREEMENT

General Terms Of Agreement

PUBLISHING AGREEMENT between:

The ARTIS / COMPOSER (name as shown

on the short-form Publishing Contract)

(hereinafter called the "Artist / Composer") of

the one part, and **Maori Music Publishing**

(UK) Ltd hereinafter called ("the Publisher") of

the other part,

WHEREBY IT IS AGREED as follows:

1. The Artist / Composer grants to the Publisher the right to collect royalties as generated by radio play, gigs, public performances and any other royalty collectable via PRS For Music and other PRO's as well as Mechanical royalties via MCPS, for their submitted titles.
Where deemed necessary, the Publisher has the right to engage Sub-Publishers relevant to the recovery of foreign earnings.
2. The Artist / Composer hereby warrants that the songs are new and original songs which are not currently assigned to any other publisher, collection agency or copyright administration company and do not infringe the copyright in any other song.
The Artist / Composer hereby indemnifies the Publisher from and against all costs, claims, demands, proceedings and damages howsoever arising of any breach of this warranty.
The Artist / Composer confirms that he / she has the authority to enter into Agreement with the Publisher and that all song titles submitted for publishing are genuine songs performed and / or written by the Artist / Composer *or* the Artist / Composer and another *or* all other members of the Act he / she represents, and that any gig, airplay, performance or mechanical claim details subsequently submitted for royalty collection are genuine and accurate.
3. The Publisher will credit the Artist / Composer with **80%** of all royalties received from PRS For Music / MCPS by payment via their chosen payment method.
The Publisher will retain **20%** of all royalties as an administration / processing fee.
For PPL / Neighbouring Rights Royalties and where songs are administered through a *Sub-Publisher*, the Publisher will credit the Artist / Composer with **50%** of all royalties received.

The minimum accountable value is one penny.
If the Artist / Composer is *not* a member of the Performing Right Society or other Performing Rights Organisation (PRO) during the Term of this Agreement, any performing rights in Works shall be deemed to be licensed to the Publisher so that the Publisher shall be the Administrator and Owner of the said rights during the Term and shall be empowered in turn to assign the said rights to PRS For Music.

4. In the event of the Artist / Composer *not* being a member of any PRO or PPL then the Publisher will receive all royalties and pay them out to the Artist / Composer in accordance with this Agreement.
If the Artist / Composer *is* a member of a PRO they will receive their full share of the writer's royalties and the agreed residual amount from the Publisher's royalties, (totalling **80%** of all amounts due), *direct* from their PRO.
If the Artist / Composer *is* a member of PPL they will receive their full PPL royalties *direct* from PPL.
5. The Artist / Composer understands they are able to give one month's notice at any time after a minimum period of twelve months has elapsed, in most circumstances, to request termination of this Agreement.
6. Any income received by the Publisher as the result of any form of synchronisational placement will result in a payment of **80%** to the Artist / Composer with the Publisher retaining **20%**.
7. The Publisher will have no other rights in the recordings other than the right to place them into a Synchronisation deal (including distributed Compilation / Solo Album placements), these rights being non-exclusive, meaning the Artist / Composer may also submit recordings to other companies for Sync Promotion on a similar non-exclusive basis.
NOTE : If placement of tracks on a distributed Compilation / Solo Album is secured then such track placements may remain in distribution in perpetuity and are *not* subject to any takedowns.
8. This Agreement incorporates, includes and has reference to the **Full Terms and Conditions** as shown below (**Expanded Terms & Conditions**).

Expanded Terms & Conditions

Promotional Authorisation

By signing with the Publisher, you authorise them to use any of your available AUDIO, IMAGE and BIOGRAPHICAL DETAILS to promote your music wherever possible.

You may always submit additional material for Sync Promo (potential use of music in Film / TV / Media Projects, distributed Compilation Albums etc., as shown on our official website.

Music Licensing Agreement

A license agreement (hereafter referred to as the "AGREEMENT") is made between **MAORI MUSIC Publishing** (hereafter referred to as the "LICENSEE") and the **CLIENT / ARTIST / COMPOSER** hereafter referred to as the "LICENSOR", in regards to the musical compositions provided for Synchronisational Promotion and similar purposes (hereafter referred to as the "Work/s") from the effective date of this Agreement.

GUARANTEE

LICENSOR guarantees that it owns and controls the rights represented herein with respect to the “recordings and the musical compositions in the Work/s and has and will hold throughout the TERRITORY and during the DURATION of the above listed rights to exploit the Work as contemplated herein. LICENSOR shall indemnify and hold the LICENSEE harmless from any and all claims, liabilities and costs, losses, damages or expenses (including legal fees) arising out of any breach, allegation, claim or failure of any covenants or warranties made by the LICENSOR herein.

GENERAL TERMS

The mechanical, synchronisation, and performance rights granted to the LICENSEE within the AGREEMENT include:-

Right to re-record, duplicate and release the Work as part of a production in whatever medium(s) necessary (i.e. video tape, film, CD-ROM, DVD) including on distributed Compilation / Solo Albums.

If the music is used in software such as a video game application or other software product, the music will be “embedded” with the intention that the end user of the software or video game is unable to extract or use the music on its own;

Right to use the music as a soundtrack synced with visual images as part of a production; and

Right to use the music as part of the public viewing or broadcast of a production (including but not limited to TV shows, videos, DVDs, Web Sites, podcasts, multimedia presentations, and films).

Right to include tracks in distributed Compilation / Solo Albums (Themed or Otherwise);

The LICENSOR grants LICENSEE a non-exclusive perpetual license to use the Work herein.

RIGHTS NOT INCLUDED IN THIS AGREEMENT

- The rights granted to the LICENSEE do not permit the LICENSEE to:-
- Claim authorship of the music represented under this AGREEMENT;
- Transfer, share or sub-lease this license agreement with any other party;
- Copy or duplicate the Work except for use in the LICENSEE'S authorised productions.

TERRITORY

The territory of this contract is the entire Universe.

FEES

The LICENSEE will not owe any future additional royalties or fees to the LICENSOR for future use of the Work within the terms of this AGREEMENT.

Artist / Composer Warranties

The Artist / Composer warrants that he/she is the creator and / or owner of all titles submitted to the Publisher (the Compositions) and others written prior to submission of the form, that the composition/s and/or recording/s contain no uncleared samples of copyrighted material and that he / she has full power to enter into this Agreement and that this Agreement does not infringe the rights of any third party.

All rights are also granted in the Mechanical Recordings of the songs for Synchronisational and promotional purposes including usage on distributed Compilation / Solo Albums (Themed Or Otherwise).

The Artist / Composer warrants that in the case of co-written Compositions the Artist / Composer will provide the Publisher with details of all co-composers and the correct share that all co-composers control with a view to their being contacted at the Publisher's discretion where appropriate for the purpose of offering Publishing Administration services.

The Artist / Composer warrants that they permit the Publisher to use their name and likeness (including logos, still photographs and promotional videos) to promote and exploit the submitted works.

The Artist / Composer warrants that they will ensure the Publisher is kept up to date with new title registrations, changes of address, email address and Banking Information.

If the Artist / Composer is not a member of PRS For Music during the Term of this Agreement, any performing rights in Works shall be deemed to be licensed to the Publisher so that the Publisher shall be the Administrator and owner of the said rights during the Term and shall be empowered in turn to assign the said rights to PRS For Music.

It is the express responsibility of the Artist / Composer to ensure that their Contact and Banking details are correctly notified to the Publisher, who accepts no liability for losses that may be incurred due to out-of-date or incorrect information.

Publishers Obligations

The Publisher shall to the best of their ability ensure the collection promptly and in full of all earnings in respect of the Compositions and to maximise the income due to the Artist / Composer from the exploitation of the Compositions.

The Publisher shall ensure that the Compositions are notified to all relevant royalty collecting and licensing societies in the UK and will endeavour to exploit the Compositions wherever possible by such means as requested by the Artist / Composer including, but not limited to, Synchronisation uses.

Synchronisational Usages / Album Placements

Tracks purchased, provided or selected by The Publisher for Synchronisational usages are subject to the terms of a standard Sync + Master Recording Licence.

Grant of Rights - The Artist / Composer grants to The Publisher a perpetual, irrevocable, non-exclusive right to represent, market, sublicense and distribute to clients on a Worldwide basis their music for all types of commercial and consumer uses, for the financial benefit of the Artist / Composer, including but not limited to TV Shows, Films, Commercials, Games, Multimedia Projects, distributed Compilation / Solo Album placements (Themed or Otherwise), Theatrical Productions, Background Music Systems, direct-licensed Commercial Music Services (also known variously as environmental music, or in-store music), ringtones and digital downloads.

NOTE : All tracks on distributed Compilation / Solo Albums (Themed or Otherwise) may remain so in perpetuity and are not subject to any takedown requests.

MANAGER / LABEL Administration

When a Manager / Label initiates registration for a BAND / ACT, they may opt to have royalties paid directly to them, provided that this is subject to a specific signed Contract / Agreement with the Artist / Composer.

If the BAND / ACT contains PRO songwriter members, then 50% of all due royalties will be sent directly to the songwriter/s by their PRO and the residual 30% will be sent by the Publisher to the MANAGER / LABEL.

In the case of non-PRO songwriters, all due royalties will be sent to the MANAGER / LABEL.

INCOME EXAMPLES

Performance Income

Monies, fees and royalties arising out of the administration of the rights vested in the Performing Right Society Limited (PRS For Music) and its affiliated societies for collection of performance in respect of the Compositions (including without limitation those monies arising from the performance or broadcasting of the Compositions) are referred to in this Agreement as Performance Income and are collected by PRS For Music and paid direct to its members in accordance with the rules laid down by that Society.

It is agreed that the Publisher shall collect this Performance Income in respect of each Composition.

The Publisher will credit the Artist / Composer with 80% of all royalties received from PRS For Music / MCPS by payment via their chosen payment method.

The minimum accountable value is one penny.

The Publisher will retain 20% of royalties as an administration / processing fee.

All due royalties will be sent to the first-named composer (the point of contact) in the case of multiple non-PRO member songwriters.

If the Artist / Composer is working through a Management / Label and an appropriate signed Contract / Agreement is in place to allow the Manager / Label to administer publishing returns on their behalf, then all accounting may be via the Manager / Label.

If the Artist / Composer is not a direct member of any PRO (i.e. PRS / ASCAP / BMI / SOCAN etc), we will receive their royalties and pay them out to them.

If the Artist / Composer is a direct member of any PRO their membership details will have been added to the registrations we make for their songs, meaning that they will receive their full writers share of royalties PLUS a percentage of the publishers share (totalling 80% of gross amounts due) directly from their PRO.

(No additional amounts will be sent from the Publisher, they will receive everything due to them directly).

The Artist / Composer will retain all rights pertaining to their own Writer-Membership of PRS For Music and/or all other PRO's.

Mechanical Income

The Publisher will recover 100% of all Mechanical Income distributed by the Mechanical Copyright Protection Society (MCPS) and shall then pay the Artist / Composer the full amount recovered allowing for MCPS' variable administrative charges after a deduction of a 20% administration fee (the Mechanical Fee).

The minimum accountable value is one penny.

At the Publishers discretion they will opt to pay any due MCPS AP2 Invoice for clients based in the UK who are engaged in releasing their own songs currently or previously on their own DIY Label/s, but in this event would retain all subsequent amounts received back from the MCPS (nett of MCPS Commissions).

If this service is extended to an Indie Label then, similarly, The Publisher would retain all subsequent amounts received back from the MCPS (nett of MCPS Commissions).

On all other occasions, Mechanical Royalties would be payable by the Label concerned in accordance with MCPS guidelines and practices.

The Artist / Composer will retain all rights pertaining to their own Membership of the MCPS and / or any other Mechanical Rights Organisations.

Reconciliation Income

The Publisher will recover 100% of all Reconciliation Income distributed by the PRS and MCPS and shall then pay the Artist / Composer the full amount recovered allowing for PRS / MCPS administrative charges and after a deduction of a 20% administration fee.

The minimum accountable value is one penny.

Reconciliation Distributions refer to the royalties paid out by a PRO when there is money left over at the end of any licencing year and distributed quarterly (approx).

The Artist / Composer will retain all rights pertaining to their own Membership of the PRS / MCPS and / or any other Performing Rights Organisations / Mechanical Rights Organisations.

Synchronisation Income

The Publisher has the right to promote any approved Compositions to Production Companies, Music Supervisors, Synchronisation Agents and the like for use by means of Synchronisation with any cinematograph film, television film or production, video cassette or digital disc, commercial or advertisement or for inclusion on distributed Compilation / Solo Albums etc.

Fees arising from Synchronisation uses are referred to in this Agreement as Sync Fee Income and are collected by the Publisher in full.

The Publisher shall account to the Artist / Composer sums equal to the full Sync Fee Income received from the licensee after a deduction of a 20% administration fee (the Sync Fee).

The minimum accountable value is one penny.

Synchronisation Promotion is undertaken on a non-exclusive basis and any Synchronisation Fee Income negotiated and received by the Artist / Composer independently of the efforts of the Publisher would remain the Artist / Composer's in their entirety.

Neighbouring Rights (PPL) / Digital Income

The Publisher will recover 100% of all Neighbouring (PPL) and Digital Income distributed by the Phonographic Performance Licencing (PPL), SoundExchange and Music Reports companies and shall then pay the Artist / Composer the full amount recovered after a deduction of a 50% administration fee.

The minimum accountable value is one penny.

On request, the Publisher will register any previous releases on their own label/s by the Artist / Composer with the PPL.

Where authorised, Confidential Records will act as non-exclusive Licencee for the purpose of the recovery of PPL royalties etc., and retain 50% of all revenues received.

Mechanical Royalties may be payable by the original Label concerned in accordance with MCPS guidelines and practices.

The Artist / Composer will retain all rights pertaining to their own Membership of the PPL and / or other Digital Royalty Recovery Companies.

Income Examples

Please see our website **FAQS** section for more details.

DURATION OF RIGHTS & CANCELLATION OF AGREEMENTS

Duration Of Rights

The Artist / Composer agrees that this Agreement will be effective from a date five years prior to the receipt of the Agreement, to the benefit of the Composer/s in perpetuity and forms the basis of our Standard Agreement.

The Compositions shall be administered by the Publisher in perpetuity or until the Artist / Composer gives the Publisher official notice that he no longer requires the services of the Publisher by means of a ***Contract Cancellation Form***.

Provided this is no sooner than a minimum period of contracture after initially submitting the Agreement, then there will be no charge payable by the Artist / Composer.

If you have been granted any of our ADVANCE options, then this will effectively extend the minimum period of Contracture by twenty four months or until the Advance is recouped, whichever is the lesser.

Tracks accepted for licenced Sync Promo including placements on distributed Compilation / Solo Albums (Themed or Otherwise) are considered to remain so in perpetuity and are not subject to any takedown requests.

We retain the Post-Term Right to collect and retain Net Receipts generated from exploitations during the Term Of Contracture if authorised and distributed by the PRS / MCPS or any Foreign Agency.

No further amounts will be paid to any Artist / Composer after cancellation of their contract.

Agreement Cancellation / Reversion Of Rights

You may terminate your Agreement on 28 days notice at any time after the expiry of the specified minimum Contracture period (usually TWELVE months after initially joining up) by means of a ***Contract Cancellation Form***.

NOTE : For Duos / Bands, each individual member is treated separately for Contractual purposes.

If you only wish to cancel specific titles (e.g. to transfer to another publisher but wish us to administer the remainder) please contact us with full details and do *not* complete the full ***Contract Cancellation Form***. Fees may apply.

NOTE : Unless you are a writer-member of a Performing Rights Organisation, or are transferring to a recognised publisher, cancelling your publishing arrangements may be detrimental to your interests!

If termination is requested sooner than the initial minimum period has elapsed for any reason, an administrative charge of GBP 10.00 per registered title (or a minimum charge of GBP 50.00) will be levied on the Artist / Composer by the Publisher.

No cancellation requests can be processed if there is an unresolved dispute between the Publisher and the Artist / Composer.

The exceptions to the above are :

1) If the Artist / Composer has requested and been awarded an Advance (see Advance Section below), in which case an added period of Contracture of either twenty four months or until full recovery of said Advance has been made, whichever is the lesser, shall apply.

Early repayment of any Advance is possible in order to allow Contract termination (see Advances Section below).

2) If material has been placed through our Sync Promo service on a distributed Compilation / Solo Album (Themed Or Otherwise) then the period of placement will be indefinite on those titles, with no takedowns possible. as some Sync Agents will not accept short-term placements.

In such cases, we will do our best to ensure that all performance / mechanical royalties are paid directly to you or your new Publisher.

The Publisher has the right to issue an immediate Notification Of Cancellation of any Agreement if they believe that the relationship between the Publisher and the Artist / Composer is deemed to have become untenable.

A client's Request to Terminate any Contract should be made by completion of the **Contract Cancellation Form** and all cancellation requests must originate from the personal email address notified to us at the time of signing up.

All Agreements for Duos / Bands are issued on a person to person basis and requests for cancellation are dealt with on the same basis, so all individual songwriters must submit their own respective cancellation forms.

We regret that we cannot accept Contract cancellation requests from an individual band member or any third party representative (Manager / Label etc.,) on behalf of any Band / Act / Solo Artist.

Upon receipt of a request to terminate the Agreement, or issue of a Notice Of Cancellation by the Publisher, then the Publisher will have 28 days to commence revocation of its interest in all Compositions by means of notification of revocation to any involved collecting agencies.

Full control over the copyrights in all titles will then revert to the composer/s.

The Publisher will notify the PRS of any cancellation, requesting them to remove their name and interest from all titles, however, where applicable, it is the responsibility of the client to notify any other foreign Performing Rights Organisation of contract cancellation and make amendments to all relevant registrations where appropriate.

No cancellation request can be actioned if there is an ongoing dispute between the Artist / Composer and the Publisher.

NOTE : If placement/s on a distributed Compilation / Solo Album (Themed or Otherwise) has been secured, then such placement/s may remain in distribution in perpetuity and are not subject to any takedown requests.

We retain the Post-Term Right to collect and retain Net Receipts generated from exploitations during the Term Of Contracture if authorised and distributed by the PRS / MCPS or any Foreign Agency.

No further amounts will be paid to any Artist / Composer after cancellation of their contract.

Death Of A Composer

When a Composer (Artist / Composer) dies the Publisher will take over the intermediate administration of all affected titles and act as legal representative until a successor can be appointed.

We will continue to handle the composer's music for Sync Promo / Royalty Recoveries etc.

Copyright exists in compositions for a period of 70 years after the death of the Artist / Composer.

It is our policy that only one successor will be accepted for each deceased Artist / Composer.

It is the responsibility of the successor to inform any relevant Performing Rights Organisation, if appropriate, (e.g. PRS / BMI / ASCAP) of the death of the composer.

A successor will either be a named individual within a Will subject to the Grant Of Probate or, where no Will exists, be the person entitled to obtain Letters Of Administration (normally the Next Of Kin).

As soon as we're informed of the death of a Composer and have been provided with a copy of either the Grant Of Probate, Letters Of Administration or other acceptable documentary evidence we will act in accordance with the above guidelines to ensure the transfer of rights to the successor.

Until such time, all accrued royalty amounts will be held in abeyance pending resolution.

ACCOUNTING PROVISIONS

All royalties are paid to the point of contact for a Band / Act for onward distribution.

International payments will be sent in either the Local Currency, US Dollars or GBP Sterling as determined by ourselves.

It is the responsibility of the client to ensure that we have correct Banking Details at all times in order to send all royalties promptly.

Funds that we are unable to send and that remain unclaimed after three months may be considered to be forfeit.

Performance / Reconciliation Royalties

The Publisher shall account to the Artist / Composer (UK Clients) quarter-yearly in the form of an itemised royalty statement within thirty (30) days of 20th April, 20th July, 20th October and 20th December in each year for all sums received to the Artists / Composers account with the Publisher.

The Publisher shall account to the Artist / Composer (International Clients) half-yearly in the form of an itemised royalty statement within thirty (30) days of 20th July and 20th December in each year for all sums received to the Artists / Composers account with the Publisher.

Similarly, Reconciliation Royalties will be payable to all qualifying clients within thirty (30) days of 20th March, 20th May, 20th August and 20th November in each year.

The Publisher will forward any payment due to the Artist / Composer with such statement.

The Artist will not receive a payment or a statement when no royalties have been collected or if they do not exceed GBP 10.00 for UK Clients or GBP 50.00 for International Clients (who do not use PayPal), in which case all due royalties will be held over until they achieve this minimum amount.

The minimum accountable value is one penny.

Payment will be made by either Internet Bank Transfer, Wire Transfer or PayPal (recommended), as requested by the Artist / Composer, with all attendant charges payable by the Artist / Composer.

PRO direct members will receive their statements and payments in accordance with the distribution schedule/s of their PRO directly from them.

(No further amounts will be due from the Publisher).

Mechanical Royalties

The Publisher shall account to the Artist / Composer (UK and International Clients) monthly in the form of an itemised royalty statement within thirty (30) days of the first of the month for all sums received to the Artists / Composers account with the Publisher, except for where the Publisher has previously undertaken to pay any due Mechanical Invoices on behalf of the Artist / Composer.

The Publisher will forward any payment due to the Artist / Composer with such statement.

The Artist / Composer will not receive a payment or a statement when no royalties have been collected or if they do not exceed £10.00 for UK Clients or £50.00 for International Clients (who do not use PayPal), in which case all due royalties will be held over until they achieve this minimum amount.

The minimum accountable value is one penny.

Payment will be made by either Internet Bank Transfer, Wire Transfer or PayPal (recommended), as requested by the Artist / Composer, with all attendant charges payable by the Artist / Composer.

In the event that an Artist / Composer based in the UK has released, or goes on to release, any physical copies of their music through their own label and this has then become subject to an MCPS AP2 Manufacturing Invoice (even ones the MCPS may grant retrospectively), then we will undertake to pay any such Invoice in full (for all titles that the Publisher administers).

(By doing so, this will automatically extend the period of Contracture by an additional 24 months and negate the Artist / Composer's own share in future Mechanical Income).

If this service is extended to an Indie Label then, similarly, The Publisher would retain all subsequent amounts received back from the MCPS (nett of MCPS Commissions).

Synchronisation Fees (Where Applicable)

Where the Sync Fee exceeds our minimum distribution threshold, these will be paid out to the client immediately by the Publisher.

Otherwise, the Publisher shall account to the Artist / Composer quarterly (UK Clients), or bi-annually (Foreign Clients) within our usual distribution statement for performing royalties, itemising the total numbers of Synchronisational placements and fees (Sync Fees) attributable to any of the Artists / Composers songs that have been selected for Synchronisational usage within the preceding accounting period.

The Artist / Composer will not receive a payment or a statement when no Sync Fees have been collected or if total amounts due do not exceed an amount of GBP 10.00 for UK Clients or GBP 50.00 for International Clients (who do not use PayPal), in which case all due amounts will be held over until they achieve this minimum amount.

The minimum accountable value is one penny.

PPL / Neighbouring Rights Royalties

The Publisher shall account to the Artist / Composer annually for all UK PPL returns and quarterly for PPL International returns.

The Artist / Composer will not receive a payment or a statement when no Neighbouring Rights Royalties have been collected or if total amounts due do not exceed an amount of GBP 10.00 for UK Clients or GBP 50.00 for International Clients (who do not use PayPal), in which case all due amounts will be held over until they achieve this minimum amount.

The minimum accountable value is one penny.

Digital Royalties

The Publisher shall account to the Artist / Composer quarterly for all SoundExchange / Music Reports returns.

The Artist / Composer will not receive a payment or a statement when no Digital Royalties have been collected or if total amounts due do not exceed an amount of GBP 10.00 for UK Clients or GBP 50.00 for International Clients (who do not use PayPal), in which case all due amounts will be held over until they achieve this minimum amount.

The minimum accountable value is one penny.

Unpaid Royalties

It is the absolute responsibility of all Artists / Composers to ensure that the Publisher is notified promptly of any change to their Email, Postal Address, Banking or PayPal details.

If the Publisher becomes aware that they are unable to pay out any due royalties, all efforts will be made by them to contact the Artist / Composer to resolve the issue. If the Publisher has been unable to receive any response from the Artist / Composer within one month following the distribution, all current royalties will be considered to be null and void.

No royalties will be rolled over to the following quarter in any eventuality.

PAYMENT ADMINISTRATION

All payments are made directly to the Artist / Composer by their specified means of funds transfer in either their Local Currency, US Dollar (International Clients) or Pounds Sterling as determined by ourselves.

When dealing with DUOS / BANDS, we will send all royalties to just *one* point of contact for onward distribution amongst all listed songwriters.

Where matters are handled by the Publisher on a BAND / DUO or LABEL / MANAGEMENT COMPANY basis, all monies will be sent to the initially named point of contact within the BAND / DUO or LABEL / MANAGEMENT COMPANY for onward distribution as is deemed appropriate by them.

The only exception to this would be:-

If any of the co-composers are writer-members of a Performing Rights Organisation (such as PRS, BMI, ASCAP, SOCAN etc), in which case the amalgamated Composers and Publishers royalties due to those co-composers are sent to them directly via their PRO.

All International Payments will be subject to Bank Of England currency exchange rates and Banking Charges in proportion to the value of the transaction, set by the handling agent and deducted from the gross amount/s transmitted.

Payments direct from International PRO's will be made in accordance with their standard arrangements for doing so.

DISPUTE RESOLUTION

If you have any general or specific cause for complaint regarding the quality of our services or performance, in the first instance please detail your grievance/s in an email or letter and we will respond within 48 hours.

In the event of any dispute as to the sums due to the Artist / Composer pursuant to any accounting period within the preceding year, the Artist may appoint a recognised Chartered or Certified Accountant to examine the books and records of the Publisher no more than once in any calendar year.

The Artist / Composer shall give notice in writing of intent to audit within thirty (30) days of said notice.

The Publisher will co-operate with any such Accountant conducting such audit and make available copy documentation as may be reasonably required at an arranged appointment.

In the event of any such audit where the Auditor is not engaged on a contingency or conditional fee or other speculative basis correctly revealing an under payment in excess of Ten Per Cent (10%) of the monies due to the Artist / Composer or Five Hundred Pounds Sterling (GBP 500) whichever is greater, the Publisher will pay the Artists / Composers reasonable costs of audit (not to include travel, accommodation or subsistence costs) together with the outstanding sum and interest thereon at one per cent (1%) above the Publisher's Bankers published base rate from time to time calculated from the date of due payment to the date of actual payment thereof.

No contract cancellation request can be actioned if there is an ongoing dispute between the Artist / Composer and the Publisher.

MISCELLANEOUS / LEGAL

General

In England / Wales the legal age for Contracts is the age of majority (18) and we regret that we cannot consider any applications for publishing administration for anyone below this age.

All notices which either party shall deliver to the other shall be sent by pre-paid letter post using the address provided on the Agreement or scanned / sent by electronic mail to the notified e-mail address.

All such notices shall be deemed served at the date three (3) days after the date of said mailing or

upon actual receipt by the addressee whichever is earlier.

Nothing in our Agreement shall be construed so as to imply a partnership between the parties.

The Agreement contains all of the terms agreed between the parties herewith.

A person who is not a party to the Agreement shall have no rights under the Contract (Rights of Third

Parties) Act 1999 to enforce any term of the Agreement.

The Clause headings do not form part of and shall not be read into the construction of the Agreement.

The Agreement shall be governed and construed in accordance with English Law and the English

Courts shall be the Courts of sole jurisdiction.

You are advised to consider taking independent advice on any aspect included herein before entering into any Agreement with us, if you so wish.

The client warrants that they will ensure the Publisher is kept up to date with changes of address, email address and Banking Information at their own risk of loss or delay to any royalty payments etc.

Non-Publishing Administrative Charges

Whilst we make NO charges for any of our standard publishing services, we are obliged to levy nominal charges on some non-publishing administrative services:

Duplicate Performance Royalty, PPL or Mechanical Royalty statements : GBP 2.50 per Statement (Backdated a maximum of three years);

Retrospective alterations to any song registrations (including the cancellation of any individual titles) : GBP 10.00 per Title.

Data Protection / Privacy Clause

Your trust in us is extremely important!

We take the protection of your personal rights, data, and right to determine the extent of the disclosure of personal information very seriously when collecting, processing, and using your personal data.

Contact Forms / Emails

We only store and use the information you provide on our Contact Forms or in Emails - such as your name, Email address, company data, subject and message text - for the purposes of communicating with you and processing any claims for song registrations and royalty recoveries etc.

Please note that although our online data forms are encrypted; you may prefer to send confidential information via direct Email.

ADVANCE TERMS & CONDITIONS

ADVANCES

Minimum Requirements

Provided that they meet the following criteria, the Publisher can offer new UK clients Cash Advances at our discretion:-

- (a) Applicants must have UK residential status.
- (b) The Publisher must handle administration of their FULL song catalogue.
- (c) Applicants must not be writer-members of any Performing Rights Organisation (PRO).
- (d) Applicants must meet the stated term/s for their respective Cash Advance option.

OPTION 01. New Client Cash Advance

Provided they meet our minimum requirements as shown above, then we will:-

- Offer new clients an immediate CASH ADVANCE against all licensed UK Gig / Event or Residency claims for over TWENTY performances in any single claim, valued at 75% or GBP 100 (whichever is the greater) based on our estimated value of the claim.
- The minimum period of Contracture would be an additional 24 months or until the cost of advance is recouped, whichever is the lesser.

OPTION 02. Live Performance Cash Advances

All UK live Gig / Event Claims take around six months to process.

In order to allow clients to benefit from such claims more promptly, we can offer established clients who have been with us for at least ONE year the option to take an immediate CASH ADVANCE against all licensed UK Gig / Event or Residency claims for over TEN performances in any single claim, valued at 50% of our estimated value of the claim.

The total amount advanced will be subject to a 10% administrative charge, (or a minimum charge of just GBP 10.00), to be repaid in accordance with our standard procedures.

The minimum period of Contracture would be an additional 24 months from the date of the Advance or until the cost of any such advance is recouped, whichever is the lesser.

The minimum live performance advance for any Band / Act is GBP 20.

The maximum cumulative live performance advance for any Band / Act is GBP 500.

Royalties can vary depending on performance duration and Headline / Support status.

You must not have any titles published elsewhere.

We regret that this option is not available to PRO-member clients.

OPTION 03. Further Advances

Established non-PRO member clients who have been with us for at least TWO years and have received royalties in our regular distribution/s within the previous year may apply for a FURTHER ADVANCE.

All applications for Further Advances are dealt with on a client to client basis and are subject to our evaluation of the client's potential for recouping the requested amount within an agreed timespan (generally 24 months).

The total amount advanced will be subject to a 10% administrative charge, (or a minimum charge of just GBP 25.00), to be repaid in accordance with our standard procedures.

Nominal Values

The nominal values of our advance options are:-

- **New Client Cash Advance** : GBP 100.00 or 75% of the calculated value of the claim/s
- **Live Performance Cash Advance** : 50% of the calculated value of the claim/s
- **Further Advance** : Variable, as requested by client and agreed by Publisher

Early Repayments

All forms of advance may be repaid at any time upon request by the client at a cost of the full amount of advance including administrative charge still outstanding plus a 10% early repayment charge based on the initially advanced amount.

If a client wishes to cancel their Contract with us, all outstanding advance amounts will become immediately due for payment before we can action any cancellation request/s.

Additional Terms

- All submissions will be subject to our **Full Terms & Conditions**.
- All listed advance options are offered at our discretion.
- All of the offers of Advance (as outlined above) will extend the *minimum* period of Contracture by an additional 24 months, effective from the date of Agreement to any Advance Option / Further Advance Option or until said Advance value is recouped, whichever is the greater.
- There is no time-limit on, or any restriction on the number of, applications for Further Advances that any established client may make, subject to our approval.
- NO advance can be made if a client is a PRO writer-member or has titles published elsewhere.