

MUSIC LICENSING REPRESENTATION AGREEMENT

Overview

This Music Licensing Representation Agreement consists of the Statement of Purpose, Music Representative Information & Summary of Terms, the Terms & Conditions and associated appendices A and B (“**Agreement**”), and is by and between **Beatpick Ltd** (“**Beatpick**”) and _____ (“**Music Representative**”).

Statement of Purpose

Beatpick is a music licensing company and sonic branding agency that represents musical works for licensing in a wide variety of contexts, including but not limited to film, television, video games, websites, multimedia, compilation CD’s, as well as through its Music Licensing Store online service. Music Representative represents musical works for licensing purposes and wishes for Beatpick to pursue licensing opportunities.

FOR PURPOSES OF CLARITY, UNDERSTANDING AND THE AVOIDANCE OF DOUBT: MUSIC REPRESENTATIVE (YOU THE SIGNATORY BELOW) IS CONFIRMING THAT MUSIC REPRESENTATIVE (YOU), OWN, CONTROL, ADMINISTER AND/OR HAVE THE AUTHORITY TO AUTHORIZE THE USES OF THE COPYRIGHTS SCHEDULED AND LICENSED TO BEATPICK UNDER THIS AGREEMENT.

In consideration of these premises and the mutual promises contained in the Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Music Representative Information & Summary of Terms

Music Representative Contact Full Name:	
Music Representative Mailing Address:	
Music Representative Contact Phone:	
Music Representative Contact Email:	
Music Representative Paypal account	
CONFIRMATION OF AUTHORIZATION	Music Representative confirms, without limitation, the ownership and/or 100% control of all copyrights having to do with the recording and underlying composition licensed under this agreement.

INITIAL: _____

Exclusivity:	Non-exclusive.
Licensed Rights:	All media for all purposes, including synchronization (including but not limited to, television, movies, videogames, etc.) and nonsynchronization uses (including but not limited to podcasts, radio broadcast, background music, etc.) as set forth in Section 1(e) of the Agreement.
Royalty	50% of Net revenues as calculated per Section 5(d) of the Agreement.
Term:	In perpetuity from the below date with the possibility to terminate the Agreement with a 60 days written notice as per Section 2 and 3 of the Agreement.
Territory:	The Universe

AGREED and ACCEPTED by:

BEATPICK Ltd:

Sign Name:

Print name: _____

Title: _____

Address: Beatpick Ltd - 69 Southwark Bridge Rd.

London, SE1 OAS. United Kingdom

MUSIC REPRESENTATIVE:

Sign Name:

Print name: _____

Title (if any): _____

Address: _____

(All rights holder's sign attached Appendix A)

DATE: _____

DATE: _____

****PLEASE INITIAL EACH PAGE ON INITIAL LINE****

INITIAL: _____

MUSIC LICENSING REPRESENTATION AGREEMENT

TERMS & CONDITIONS

1. AUTHORIZATION TO REPRESENT AND LICENSE MUSIC REPRESENTATIVE'S MUSICAL WORKS

Music Representative grants Beatpick the non-exclusive right to **Represent** Music Representative for the purpose of issuing **Licenses** for all Music Representative's **Musical Works**, listed in Appendix B of this Agreement throughout the **Territory**.

- a. **Rights Holder(s)** are all parties who own, control, administer, and/or represent in whole or in part any portion of Musical Works.
- b. **Musical Work(s)** mean the sound recordings and the underlying musical compositions that the Music Representative owns, controls, represents or administers and are authorized to provide to Beatpick. The Musical Work(s), listed in Appendix B are those submitted to Beatpick in connection with this Agreement.
- c. **Musical Work(s)** also include all photographs and likenesses of the recording artist, Rights Holders, and songwriter(s), all musical, artistic and literary material (including liner notes, song titles and other metadata), and all other intellectual property connected with the Musical Work(s), including associated names and logos.
- d. **Represent** means to copy, distribute, market and promote use of the Musical Work(s) and services to the general public, and to offer for license to others and license to third parties the Musical Work (s) listed in Appendix B.
- e. **Licenses** are contracts issued by Beatpick permitting third parties to use Musical Works for any purpose now known or hereafter devised including, but not limited to: synchronization, videograms, mechanical, Internet performance, small performance, Internet multimedia reproduction, podcasts, videoblogs, streaming webcast, transmissions, digital downloads, video games, multimedia applications, mobisodes, ringtones, sampling, promotions, lyric reprints, and the privilege to make a musical arrangement to the extent necessary without changing the basic melody, fundamental character or the lyrics of the composition, which will not be considered a "derivative work" by law.
- f. **Pre-Cleared or Pre-Clearances** mean all copyrights in the sound recordings, including the underlying compositions, are authorized by Music Representative for Licensing to, for and by Beatpick under the terms of this Agreement AND THAT MUSIC REPRESENTATIVE OWNS, CONTROLS, ADMINISTERS AND/OR HAS THE

INITIAL: _____

AUTHORITY TO AUTHORIZE THE USES OF THE COPYRIGHTS SCHEDULED AND LICENSED TO BEATPICK UNDER THIS AGREEMENT.

- g. **Territory** is the Universe.
- h. The **Music Licensing Store** is the online music licensing operation located at www.Beatpick.com, or other web addresses controlled by Beatpick.
- i. "**Creative Commons License**" means the "Attribution-NonCommercial-ShareAlike" license created by Creative Commons, a nonprofit dedicated to promoting the creative reuse of musical and other works, and available free of charge at www.creativecommons.org/licenses/by-nc-sa/3.0. This is the license that allows copyright holders to easily inform others that their works are free for copying under the conditions that i. credit for their works is provided; ii. their works can not be used for commercial purposes without permission; and iii. Derivative Works can be distributed only under an identical license. The Creative Commons License is hereby incorporated by reference into this Agreement.

2. TERM OF AGREEMENT

- a. This Agreement will commence and continue in perpetuity from the above date.

3. TERMINATION OF AGREEMENT

- a. Music Representative may choose to terminate this Agreement without cause with 60 days written notice; the result of which will be the termination of this Agreement at the end of the 60- day notice period. Beatpick may terminate this Agreement, with or without cause, at any time during the term.

4. MUSICAL (S) OWNERSHIP WARRANTY

- a. Music Representative warrants and represents that all Musical Works scheduled under this agreement are Pre-Cleared for licensing to and by Beatpick.
- b. Music Representative warrants and represents that for each Musical Work, Music Representative owns, controls, administers and/or represents 100% of all copyrights in the Musical Work(s) that are subject to this Agreement, and that **NO SAMPLES, COVERS, QUOTES, OR ANY PART OF ANOTHER'S COPYRIGHT ARE USED WITHOUT WRITTEN PERMISSION FROM ALL NECESSARY RIGHTS HOLDERS** for any use, including uses listed in 1(e) above.
- c. Music Representative warrants and represents that Music Representative, nor any entity or person represented by Music Representative, is bound by any agreement that prevents Music Representative from entering into this Agreement.
- d. Music Representative is responsible for notifying Beatpick in writing in the event Music Representative no longer represents 100% of the rights of Musical Work(s) and/or enters into any conflicting agreement.

INITIAL: _____

e. Music Representative has reviewed the Creative Commons License and hereby confirms that the Musical Work(s) may be licensed by and through the Creative Commons License. Music Representative agrees that its Musical Work(s) shall be released or distributed under the terms of the Creative Commons License.

5. ACCOUNTING AND PAYMENTS

a. Music Representative warrants that it is the primary contact for all Rights Holders and is authorized to collect all monies pursuant to this Agreement, on behalf of all Rights Holders who own, control, administer, and/or represent in whole or in part any portion of Music Works listed in Appendix B.

b. By Appendix A or otherwise, Music Representative has obtained Rights Holder(s) authorization to collect all monies pursuant to this Agreement.

c. BeatPick will pay Music Representative 50% of all **net revenues** derived from all licensing agreements obtained by Beatpick for the Musical Work(s) in consideration of the rights and authority granted Beatpick in this Agreement.

d. **Net revenues** are defined as gross revenue actually received by Beatpick or credited to Beatpick accounts for license agreements made by Beatpick for use of Musical Work(s) adjusted for returns, mechanical royalty (if any), allowances, refunds, bad debt, overhead, shipping and handling, taxes of any kind and union guild or other kind of party fees that may be required by contract or the Copyright Act, if any.

e. The amounts payable to Music Representative will be paid within 15 days after the end of each calendar quarter (March 31, June 30, September 30, and December 31). All fees will be payable in Pound Sterling.

f. Unless other payment arrangements are made between BeatPick and the Music Representative, all payments from BeatPick will be made to the Music Representative's Paypal account at the last paypal address noted in Music Representative Information & Summary of Terms above. All returned payment will be held until a current paypal account is received by Beatpick. BeatPick reserves the right, in its sole discretion, to select an alternative payment service other than Paypal

g. Waiver of Additional Royalties: The Net revenues payable to the Music Representative shall include all compensation, including mechanical and performance royalties for underlying musical works due to the Music Representative, individual producers, the performers, engineers, and any other persons engaged in connection with the Musical Work(s). Music Representative hereby waives any right to any compensation, other than the Net revenues, including without limitation, mechanical and/or performance royalties in connection with Electronic Distributions hereunder. Music Representative will be solely responsible for payment of all above stated royalties and will indemnify BeatPick and hold

INITIAL: _____

BeatPick harmless against any and all losses, damages, costs or claims made by any parties resulting from Electronic Distributions hereunder.

6. CONTENT DELIVERY, MARKETING & PROMOTION

- a. Music Representative agrees to deliver the Musical Works and all associated metadata in accordance with Beatpick's desired formats and requests.
- b. Music Representative will make reasonable efforts to promote generally, its association with Beatpick and the availability of its Music Works in the Beatpick Music Licensing Store online service.

7. MISCELLANEOUS

- a. Music Representative will defend, indemnify and hold harmless Beatpick from and against any and all liabilities and will pay all costs, including reasonable attorney's fees, with respect to any representation or infringement by Music Representative regarding any Musical Work or breach of any warranty by Music Representative. Beatpick will defend, indemnify and hold harmless Music Representative from and against any and all liabilities and will pay all costs, including reasonable attorney's fees, with respect to any violation of law determined by a court of competent jurisdiction or infringement of third party rights by Beatpick.
- b. If either party breaches any term or condition of this Agreement, the breaching party will have 90 days to cure such breach after the first day of written notice from the non-breaching party. If after 90 days, the breach has not been cured or a resolution has not been made, the non-breaching party may submit the dispute to mediation or terminate the Agreement.
- c. Beatpick reserves the right to refuse or cease representing the Musical Works of Music Representative and/or any Rights Holder at any time for any reason whatsoever.
- d. This Agreement is governed by the laws of England and Wales.
- e. Beatpick will not be liable for indirect, incidental, special, punitive, statutory or consequential damages, even if advised of the possibility thereof, in connection with any breach of this Agreement.
- f. This Agreement and all rights and obligations hereunder will be binding upon the successors, licensees and assigns of each party.
- g. This Agreement may not be assigned by Music Representative, by operation of law or otherwise, without the prior written consent of Beatpick, and such consent shall not be unreasonably withheld.
- h. Should any part of this Agreement be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction

INITIAL: _____

to make such determination, the remainder of this Agreement shall remain in full force and effect.

(i) Should any of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any party hereunder, but rather by construing the terms hereof fairly and reasonably in accordance with the generally accepted meaning of such terms.

i. The parties agree that this Agreement is the complete and exclusive statement thereof between the parties. This Agreement may not be modified or altered except in writing signed by both parties.

AGREED and ACCEPTED by:

BEATPICK Ltd:

MUSIC REPRESENTATIVE:

Sign Name:

Sign Name:

Print name: _____

Print name: _____

Title: _____

Title (if any): _____

Address: Beatpick Ltd - 69 Southwark Bridge Rd.

Address: _____

London, SE1 OAS. United Kingdom

(All rights holder's sign attached Appendix A)

DATE: _____

DATE: _____

INITIAL: _____

APPENDIX A: ARTIST RIGHTS HOLDERS

*Including Music Representative if he/she has any rights to songs in Appendix B. The group of rights holders associated with the songs in Appendix B is agreeing on a single individual or entity, the Music Representative, to represent them and collect monies from Beatpick.

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

INITIAL: _____

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

facsimile

INITIAL: _____

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

INITIAL: _____

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

INITIAL: _____

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

Sign Name: _____

Print Name: _____

Select one, either:

• Publisher: _____

or

• Self Published

PRO (if any): _____

Email: _____

Date: _____

facsimile

INITIAL: _____

APPENDIX B - MUSICAL WORKS			
Song Title	Performed by	Album	Writers

facsimile

Label name (if any): _____

INITIAL: _____

APPENDIX B - MUSICAL WORKS			
Song Title	Performed by	Album	Writers

facsimile

Label name (if any): _____

INITIAL: _____

APPENDIX B - MUSICAL WORKS			
Song Title	Performed by	Album	Writers

facsimile

Label name (if any): _____

INITIAL: _____

APPENDIX B - MUSICAL WORKS			
Song Title	Performed by	Album	Writers

facsimile

Label name (if any): _____

INITIAL: _____

APPENDIX B - MUSICAL WORKS			
Song Title	Performed by	Album	Writers

facsimile

Label name (if any): _____

INITIAL: _____

APPENDIX B - MUSICAL WORKS			
Song Title	Performed by	Album	Writers

facsimile

Label name (if any): _____

INITIAL: _____