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MUSIC REPRESENTATION AGREEMENT

made on Monday 9 November 2009

*between me, Edward Barrow, of 32, Plato Road, Brixton, London SW2 5UR,
trading as Copyweb Music Management (the Agent)*

and you Joe Musician, of Flat 2, The Hill (the Client)

Preamble

Whereas you are a musician and you have certain Recordings to which you hold rights as composer, performer and or producer, and which you wish to exploit for commercial gain and to further your musical career, and you wish to perform in public and otherwise extend your musical career; and

Whereas I am willing to promote your music – including your Recordings and your live performances - non-exclusively in return for a commission on any fees earned and your help in promoting the Recordings and performances of other musicians I represent,

We have, therefore, come to the following agreement:

1 Definitions

1.1 The Parties to the Agreement

"I", "me", "my", "mine" etc refer to Edward Barrow, of 32, Plato Road, Brixton, London SW2 5UR, trading as Copyweb Music Management;

"You", "you", "your", "yours" etc refer to Joe Musician, of Flat 2, The Hill

You and I together are "the parties" to the agreement; and you and I are each "a party" to the agreement.

"We", "us", "our", "ours" etc refer collectively to you, me, and to any other person who has entered into a Music Representation Agreement with me.

1.2 Terms with specific meanings in the Agreement

Agency Commission

The fee payable by you to me, being fifteen percent of the Net Proceeds, in consideration of my services under this Agreement.

Booked Performance

A performance by you in consideration of which you are paid a fee, negotiated on your behalf by me under the terms of this Agreement.

Composition

A musical work of which you are an author.

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Recording

A sound recording embodying a performance of a musical work, in one or more of which you hold rights, whether copyright in the sound recording or musical work or performers' right in the performance.

Sub-Licence

A licence, granted by me subject to the terms and conditions of this Agreement to a third party in respect of any of your Recordings or Compositions.

Sub-Licensee

Any person or organisation to whom I license your Recordings or Composition.

Termination Notice Date

The date on which you or I receive notice from the other to terminate the Agreement.

Termination Date

The date on which this Agreement will terminate, being forty-five days from the Termination Notice Date.

Net Proceeds

- In connection with the licensing of Recordings or Compositions, the actual proceeds received by me on your behalf, or by you directly, of any licence negotiated by me on your behalf; and
- in connection with any Booked Performance, the fee paid by the promoter of the Booked Performance in consideration of your Performance.

2 Non-Exclusive Licence

In consideration of the fees and the other premises of the agreement, and subject to the terms and conditions set out in this agreement, you grant me a non-exclusive licence to do with the Recordings and any performances and copyright works contained therein to which you hold exclusive rights anything that in my professional opinion I judge to be for the benefit of your musical career.

2.1 Right to Sub-licence

The licence granted above includes the right to grant licences to third parties, within the terms and conditions of this agreement.

2.2 Termination of Sub-licences

Any licences or assignments granted subject to this agreement will terminate on the Termination Date, except where such termination is not compatible with the terms of standard licences, assignments or membership agreements, in which case I shall assign to you (and you shall assume) on the Termination date the benefits and obligations thereof.

3 Assignment or Exclusive Licence

In the event that, in my professional opinion, I consider that it is to your benefit for you solely, or for us jointly, to execute an agreement with a third party requiring an exclusive licence or an assignment of the exclusive rights of part or all of the copyright in the Compositions, or of part or all of the rights in performances embodied in the Recordings,

- (i) I will advise you in each such event why it is desirable,
- (ii) I will separately execute with you an instrument in writing effecting the assignment or exclusive licence;
- (iii) I will take only such exclusive rights as are required for the proper execution of the agreement I recommend; and
- (iv) You agree to execute such an assignment or exclusive licence promptly on request

4 Agency Agreement

You hereby appoint me as your non-exclusive agent for the purposes of promoting and licensing the Recordings and Compositions and promoting and organising in conjunction with third-party promoters, Booked Performances.

5 Fees and Commission

5.1 Net Proceeds

After deduction of my Agency Commission and tax due (if any), the Net Proceeds in respect of any Recording, Composition or Booked Performance, will be divided between you and any other people having rights therein in accordance with paragraph 9.3 below.

5.2 My Commission

In consideration of the services provided to you under this Agreement, and unless otherwise agreed, I shall deduct an Agency Commission of fifteen percent (15%) from any licence fees realised.

5.3 Expenses

Except where otherwise agreed, and subject to the provisions of this sub-clause, neither of us shall have recourse to the other for recovery of any expenses that either of us incurs in connection with the operation of this agreement, save that:

5.3.1 Excluded Expenses

Expenditure directly in connection with:

- the production of Recordings;
- the production of physical copies of Recordings;
- distribution of digital copies of Recordings by third parties;
- clearance of copyright in connection with third party copyright works used in Recordings;

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is payable solely by you. In the event that I consider such expenditure to be necessary or desirable in the furtherance of this agreement, I shall advise you accordingly and may, with your express consent, and subject to my available resources, advance you the necessary funds, which I shall recoup directly from the Net Proceeds after deduction of the Agency Commission.

6 Material Covered by this Agreement

This Agreement covers:

- all the Recordings listed in the Schedule of Recordings annexed hereto, as from time to time updated; or, if there is no Schedule of Recordings, all Recordings in which you hold rights;
- any Composition listed in the Schedule of Compositions annexed hereto, as from time to time updated; or if there is no Schedule of Compositions, all Compositions of which you are an author.

7 Your Obligations

In consideration of the services provided by me and the fees earned on your behalf, you undertake:

7.1 Musical application

To do everything reasonably practical and affordable in terms of time and money, having regard to your other obligations to work and family, to improve your musical skills, including regular practice and taking appropriate tuition.

7.2 Recordings

To provide me with a full-bitrate uncompressed digital file of every Recording, mastered and edited to our joint satisfaction.

7.3 Metadata

To provide me with accurate information about every Recording, including the identities of all the composers of any musical works embodied therein, and the identities of the performers thereof.

7.4 Rights clearance help

To do what is reasonably practical to help me obtain the consents of any other people I may require in order to license or otherwise exploit your Recordings and performances.

7.5 Website registration

As soon as practical to register as a user or artist with any website which in my reasonable professional opinion I judge to be advantageous for the promotion of our music; and to devote a reasonable time each week to participating in the community and social networking aspects of such websites.

7.6 Gigs, Record Launches and other Promotional Events

When asked by me and when reasonably practical and affordable:

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- to attend such promotional events, concerts etc as, in my reasonable professional opinion I expect to be of benefit to us;
- subject to proportionate and appropriate payment for the event in question (which payment will be subject to the Fees), to perform at such events or concerts where requested;

7.7 Meetings, Rehearsals and recording sessions

- When asked by me and when reasonably practical and affordable, to attend such meetings, rehearsals, recording sessions and other similar events as I consider appropriate;
- To keep any appointments for such meetings and similar events punctually, unless you are unavoidably detained, in which case to do everything reasonably practical to contact us.

7.8 Sound-checks

When booked to perform at concerts, to attend punctually at such time beforehand as may reasonably be agreed (having regard to your other commitments), to assist the performance production personnel to adjust the amplification and other equipment for the best effect in the concert hall.

7.9 To do certain other things as may reasonably be requested

When reasonably practical and affordable, to do anything else that I or we may reasonably request you to do for the purpose of promoting our music and our music business (including your music).

7.10 Not to bring us into disrepute

Not to behave in a manner likely to bring you or us into disrepute or to damage the commercial prospects for our music business; and in particular, to treat all your fans and all other customers of our music business with courtesy and respect, whether online or offline.

8 My Obligations

In consideration of the fees and the premises of this agreement, I undertake:

8.1 Copyright

To provide you with impartial professional advice about the legal and commercial aspects of copyright as it relates to your music;

8.2 Publishing

To publish your Compositions, and to make the necessary contractual arrangements to ensure that you get your share when your music is broadcast or performed in public.

8.3 Performance Agent

To act as your non-exclusive agent in dealing with concert and event promoters, in order to secure bookings for your performances on favourable terms, taking into account both the direct and indirect benefits of performance.

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8.4 Fan Database

To compile and to maintain a secure database of your fans in compliance with data protection legislation, and to keep an opt-in mailing-list of fans.

8.5 Digital Distribution

To distribute your Recordings digitally, whether directly or by ensuring that they are listed in and available from such third party download music stores as I consider desirable.

8.6 Web Presence

To manage your web presence, including creating and hosting a website for you and linking to appropriate social network sites and to paid download stores that list your Recordings.

8.7 Press and PR

To produce and to distribute press releases about all your important news, in particular about your Recordings and your public live performances.

8.8 Archive and backup

To make secure archive and backup copies of any digital file you provide to me.

8.9 Communication

To keep you informed by way of regular bulletins of everything that I have done on your behalf and to forward to you at regular intervals such usage statistics as may be provided at any time by Sub-Licensees and third-party download stores.

8.10 Accounting

Properly to account for any money received or disbursed on your behalf, and as soon as reasonably practical pay you any money I have collected, having deducted my commission and any tax or other impost which I may by law be required to collect. In the event that the amount I collect is very small, I may retain it in trust for you and aggregate it with other amounts so collected until the total is sufficient to justify the administrative costs of making the payment.

8.11 To deal promptly with issues

If any problems arise in connection with our music business, to deal as promptly as reasonably practical to the best of my professional abilities.

9 Other People

I will not do anything with any Recording or Composition unless I am confident either:

- that I have the consent of any other people who may hold rights in it, or
- that what I propose to do is not an act restricted by any of the rights subsisting in it, or is a permitted act.

9.1 Other rights holders

You agree to help me to persuade other people having rights (whether their contribution to the Recording or Composition is as performer, composer, producer or in any other way) to enter into a Music Representation Agreement with me;

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9.2 Rights Clearance

In the event that a third party holds the rights to any copyright work or performance copied or adapted by you in any Composition or Recording, you agree either:

- to arrange the rights clearance yourself, and to provide me with acceptable evidence thereof, or
- separately to instruct me, in consideration of further fees, to carry out the rights clearance work on your behalf, or
- to withdraw the affected Composition or Recording from your repertoire.

9.3 Dividing money

I will divide the Net Proceeds earned in respect of a Recording, Composition or Booked Performance as you and all the other holders of any rights subsisting therein agree; if you cannot agree, I will divide it fairly (but at my sole discretion) between you.

9.4 Third-party material

You must tell me about any third-party material (including, in particular, samples used by you and musical works covered by you) used in any Recording, including all the details of where you obtained it, so that I can try to obtain appropriate consent.

10 Termination

10.1 Termination by Notice

Either you or I may terminate this agreement by giving to the other party not less than forty-five days' notice.

10.1.1 Notifying Sub-licensees

Within fifteen days of the Termination Notice Date, I shall give every Sub-Licensee not less than thirty days' notice, either:

- terminating their Sub-Licence on the Termination Date or
- advising them of the assignment to you, with effect from the Termination Date, of all my rights and obligations under the Sub-Licence, or
- (subject to the terms of the applicable sub-licence) terminating the Sub-Licence as soon as practical thereafter.

10.2 Termination by Default

10.2.1 Insolvency

The agreement will terminate if either you or I becomes insolvent.

10.2.2 Breach of Terms

Should you or I consider that the other is in breach of any of the terms of this Agreement, and the other is not willing or able to remedy the breach within a reasonable time, then notice of breach shall be taken as notice of termination and the Agreement will terminate as if by notice.

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10.3 Settlement following termination

10.3.1 Accounting

Whether this agreement is terminated by notice or by default other than insolvency, within thirty days of the Termination Date I will send you a full and final statement of account together with payment of any outstanding sums.

10.3.2 Intellectual Property Rights

On termination for whatever reason I will, in consideration of a fair and reasonable fee which we shall agree at the time, assign, or where appropriate license to you the copyright, database right and other intellectual property rights in any work I have done on your behalf.

10.3.3 Digital Data

On termination for whatever reason and provided that:

- we have agreed an appropriate fee in consideration of the intellectual property rights under paragraph 10.3.2 above; and
- you give me appropriate undertakings in respect of any sensitive personal data relating to third parties I may hold on your behalf;

I shall transfer to you in digital form all digital data I hold on your behalf, including archive and backup copies of your music, text to press releases and websites and the database of your fans.

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11 Interpretation

11.1 Whole Agreement

This document and the documents to which it refers together record everything you and I have agreed on this matter. Anything which is not recorded in this document is not governed by it.

The headings are not part of the Agreement;

11.2 Governing Law

This document and the Agreement it records is to be governed and interpreted according to the Laws of England.

11.3 Disputes

In the event of any dispute between you and me arising out of this Agreement which cannot be resolved by negotiation, either you or I may ask the Centre for Dispute Resolution to appoint a mediator whose decision the other should accept.

Signed:

Date:

Edward Barrow , Agent

Signed:

Date:

Joe Musician, Client