

INTERNET CONTENT LICENCE ARTIST

DATE [_____]

PARTIES

1. [name] of [address] ("the Artist"); and
2. BGS Holdings Limited t/a TuneTribe.com of 50-52 Paul Street, London EC2A 4LB ("TuneTribe").

RECITALS

1. The Artist has agreed to license certain musical content to TuneTribe for exploitation via the internet upon the following terms.

OPERATIVE PROVISIONS

1. Definitions & Construction

- 1.1 Unless the context otherwise requires the following words and phrases shall have the following meanings respectively:-

"Accounting Period"	means a calendar month;
"Accounting Statement"	means in respect of any Accounting Period a statement setting out in reasonable detail the calculation of Net Revenue for that Accounting Period;
"Additional Content"	means any material other than the Recordings provided by the Artist to TuneTribe in the Artist's sole discretion;
"Band Name"	means [];
"Commission"	means twenty per cent (20%) of Gross Revenue exclusive of any sales tax included in Gross Revenue;
"Content"	means the Recordings and the Additional Content;
"Delivery Materials"	means, in respect of each of item of Content, the materials set out in Schedule 1;
"Deductions"	means the following as applicable: (a) all sales taxes; (b) all bona fide per unit transaction costs incurred by TuneTribe in the fulfilment of any sale of the Content; (c) all payments due to PPL, PRS, MCPS or any other

	collection society replacing the same issuing a licence for the sale and distribution of the Content;
	(d) all returns against Gross Revenue;
"Gross Revenue"	means all gross monies actually received by TuneTribe and not returned to the extent derived identifiably from the exploitation of the Content hereunder and any Synchronisation Fees;
"Internet"	means the internet and any other interactive online platform including mobile telecommunications;
"Licence Period"	means a period commencing on the date hereof and continuing for a period of twelve (12) months and thereafter until terminated by either party serving one (1) month's written notice on the other;
"Net Revenue"	means Gross Revenue less the Deductions and the Commission;
"Promotional Material"	means material and information for use as point of sale promotion of the Content;
"Recordings"	means the following audio and / or audio visual recordings of the Artist's performances of musical works, whether solo or part of the group performing under the Band Name: (a) all recordings made prior to the Licence Period to the extent available to be licensed as at the date of this Agreement; (b) all recordings made during the Licence Period that are not subject to an existing agreement that would prevent the grant of rights to TuneTribe.
"Synch Period"	means in respect of each Recording a period of six (6) months and thereafter continuing until terminated by either party serving one (1) month's written notice on the other;
"Synchronisation Fees"	means all fees actually received by TuneTribe for the grant of a so-called master use synch licence for the use of a Recording in film or television and (if applicable) the fees actually received by TuneTribe for the corresponding publishing licence;
"Territory"	means the world;
"TuneTribe Portal"	means the online music content delivery system currently operated by TuneTribe at www.tunetribe.com and any future incarnations of the site or the system.

1.2 The liability of any party to this Agreement comprising more than one person shall be joint and several.

1.3 Unless expressly provided otherwise the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no provision of this Agreement shall confer any right on any third party.

2. Licence for Downloads

2.1 The Artist grants TuneTribe the non-exclusive right during the Licence Period to exploit the Content throughout the Territory via the Internet, including making any alterations to the Content technically required to make Content available to consumers via the Internet.

2.2 The Artist agrees that any Recordings first released via the Internet during the Licence Period shall be licensed to TuneTribe on an exclusive basis for a period commencing on the date of first Internet release until one (1) month after it is delivered to TuneTribe. In addition, from time to time TuneTribe may give the Artist the option to designate certain Content as either a TuneTribe exclusive or an Internet exclusive, and if the Artists selects this option then such Content shall be deemed to be licensed hereunder on such exclusive terms for the period selected by the Artist.

2.3 The Artist grants TuneTribe the right during the Licence Period to use the Artist's name, the Band Name (if applicable) and any Promotional Material supplied by the Artist in the sale of the Content, and to create further Promotional Material from the Content (eg. thumbnails and samples).

2.4 The Artist irrevocably consents to TuneTribe retaining data supplied by the Artist on a Database and dealing with such data for the purpose of marketing and exploiting the Content and / or the TuneTribe Portal. All Databases shall remain the sole property of TuneTribe notwithstanding the expiry of the Licence Period.

2.5 The Artist shall refrain from any act which would interfere with the exploitation of the rights granted to TuneTribe hereunder.

3. Delivery Materials and Uploading of Content

3.1 The Artist shall promptly upload via the TuneTribe Portal (or, if available, any bureau service operated by TuneTribe) the Delivery Materials prior to or at the commencement of the Licence Period and thereafter (in respect of Recordings not in existence at the commencement of the Licence Period) promptly upon such Recordings coming into existence.

3.2 TuneTribe may in its sole discretion remove any Content or Promotional Material from the TuneTribe Portal if in its reasonable opinion it is necessary to do so for legal, technical or marketing reasons.

3.3 If any item of Content delivered to TuneTribe is unavailable to the public via the TuneTribe Portal due to the act or default of TuneTribe for a period of thirty (30) days or longer then the Artist's sole remedy shall be to terminate the Licence Period in respect of that Content by notice in writing served at any time prior to the Content being made available via the TuneTribe Portal.

4. Optional Synchronisation Licence

- 4.1 TuneTribe may give the Artist the option to designate certain Recordings as available for synchronisation licences. The terms on which such licences may be granted, including all approvals, shall be selected by the Artist using the TuneTribe Portal.
- 4.2 To the extent that the Artist has selected any Recordings to be available for synchronisation licences pursuant to clause 4.1, the Artist grants TuneTribe the exclusive right during the Synch Period to grant such licences subject always to the restrictions designated by the Artists in accordance with clause 4.1. For the avoidance of doubt, the maximum duration of any synchronisation licence granted hereunder shall be specified by the Artist in accordance with the procedure set out in clause 4.1, and shall not be limited to the Synch Period.
- 4.3 To the extent that the Artist or any member of the group performing under the Band Name owns and controls the compositions embodied in Recordings selected pursuant to clause 4.1, the Artist shall be deemed to have granted TuneTribe the right to issue the equivalent synchronisation licence for such compositions but only where TuneTribe grant a synchronisation licence for the Recording.
- 4.4 The Artists warrants that all information provided by the Artist in respect of compositions embodied in the Recordings shall be accurate.

5. Revenue and Commission

- 5.1 TuneTribe shall deduct and retain the Commission from Gross Revenues.
- 5.2 TuneTribe shall be entitled to deduct and pay the Deductions from Gross Revenues.
- 5.3 TuneTribe shall remit to the Artist all Net Revenues shown to be owing within thirty (30) days of each Accounting Period.
- 5.4 If any Commission or Deductions are not deducted from Gross Revenues then TuneTribe shall be entitled to deduct the same from future Gross Revenues.
- 5.5 The Commission is calculated net of VAT or any other applicable sales taxes which shall be payable in addition thereto and which shall be paid and / or deducted in the same manner as the Commission.

6. Accounts

- 6.1 TuneTribe shall procure that the Artist receives an Accounting Statement within thirty (30) days of the end of each Accounting Period during the Licence Period.
- 6.2 TuneTribe may withhold or deduct any sums TuneTribe is required to withhold or deduct by any mandatory governmental regulations including withholding taxes. If TuneTribe is unable to remit monies due from any country then such monies shall, at the Artist's request, be paid into a local bank account selected by the Artist.

- 6.3 Accounting Statements and payments due hereunder shall be generated and fulfilled using the TuneTribe Portal and the Artist shall make arrangements to receive the same in this manner. This shall include entering into TuneTribe's self-billing agreement which is displayed at the TuneTribe Portal. No sums shall be payable to the Artist until the self-billing agreement is completed.
- 6.4 No Royalty Statement shall be subject to legal proceedings or objection after three (3) years from the date on which it is rendered.
- 6.5 All payments shall be in pounds sterling. As from when the Euro replaces the pound sterling as the lawful currency of England and Wales, all payment obligations shall be satisfied in Euro and all denominations in pounds sterling shall be substituted by denominations in Euro against the applicable conversion rate.

7. Artist's Warranties

7.1 The Artist warrants as follows:

7.1.1 the Artist has not made any other arrangements which conflict with this Agreement;

7.1.2 TuneTribe is free to exploit the Content and the Promotional Material as set out hereunder without infringing the rights of any third party;

7.1.3 TuneTribe shall be able to obtain a mechanical licence from the MCPS (or such other collection society as may replace the MCPS) at the prevailing rates issued by the MCPS in respect of all compositions embodied on Recordings; subject to the foregoing TuneTribe shall obtain such licences on a blanket basis and the cost attributable to the Recordings shall be treated as a Deduction;

7.1.4 no part of the Promotional Material supplied by the Artist or the Content shall be criminally obscene or defamatory;

7.1.5 there are no uncleared samples contained in any of the Content.

7.2 The Artist indemnifies TuneTribe against any loss (including legal fees) that TuneTribe may suffer resulting from any claim against TuneTribe inconsistent with any representation made by the Artist in this Agreement. Until such claim is reduced to judgment or settled with the Artist's approval (not to be unreasonably withheld) TuneTribe may withhold any payments to be made to the Artist under this Agreement up to TuneTribe's reasonable anticipation of amount indemnified pursuant to this clause 7.2 provided that TuneTribe shall release the amount withheld if no proceedings are issued against TuneTribe within six (6) months of TuneTribe being first notified of the claim.

8. Miscellaneous

8.1 TuneTribe shall not be in breach of those obligations where performance is reasonably prevented by a so-called force majeure provided that TuneTribe notifies the Artist of such event and takes all reasonable steps to mitigate its effect and provided further that

TuneTribe remedies such breach when performance is no longer reasonably prevented from doing so.

- 8.2 No partnership or agency is created by this Agreement and neither party shall represent otherwise.
- 8.3 This Agreement represents the entire agreement between the parties in respect of its subject matter.
- 8.4 Neither party shall bring any proceedings against the other in respect of this Agreement unless the party intending to bring proceedings first makes a bona fide offer to participate immediately in a mediation conducted by a mutually agreed third party or a certified mediator and the other party has declined such offer. The costs of the mediator shall be borne by the party intending to bring proceedings but shall be subject to the mediation in any event. This sub-clause shall not apply to the extent that one party requires immediate injunctive relief to protect its interests hereunder.
- 8.5 All notices referred to in this Agreement shall be in writing.
- 8.6 The laws of England shall govern this Agreement and the English courts shall have exclusive jurisdiction.

Schedule 1

Delivery Materials

Content Type	Delivery Materials Required
Music	MP3 files (encoding: LAME, 192 kbps)
Images	JPEG or GIF files
Text	MS Word documents

Executed as an agreement by

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For and on behalf of
BGS Holdings Limited