

DATED



CUSTOM VOCAL RECORDING ROYALTY LICENCE AGREEMENT

PACKAGE DESCRIPTION - MASTER RECORDING TITLE - PROJECT NUMBER

between

FREE VOCALS

and

LICENSEE NAME

CONTENTS

CLAUSE

1. Interpretation
2. Grant
3. Fees
4. Warranties and Indemnity
5. Sub-Licensing
6. Delivery, duration and termination
7. Effect of termination
8. Entire Agreement
9. Variation
10. Severance
11. Counterparts
12. Third party rights
13. No partnership or agency
14. Force majeure
15. Governing Law and Jurisdiction

SCHEDULES

SCHEDULE 1 THE VOCAL RECORDINGS AND MASTER RECORDINGS

SCHEDULE 2 THE INSTRUCTIONS

PARTIES

1. **LICENSEE NAME & ADDRESS (Licensee)**
2. **Free Vocals** (Partnership between David Elliott and Sanna Hartfield) of 6 Lime Close, Reigate. RH2 8AP. UK. studio@freevocals.com (**Licensor**)

BACKGROUND

1. The Licensor shall arrange to create the Vocal Recordings (as defined in Schedule 1 and 2).
2. The Licensee wishes to receive and the Licensor is willing to grant to the Licensee an exclusive licence on the terms and conditions set out in this agreement to Exploit the Vocal Recordings exclusively in the Territory.

AGREED TERMS

1. INTERPRETATION

The definitions and rules of interpretation in this clause apply in this agreement.

Copyright: all copyright and rights in the nature of copyright subsisting in the Vocal Recordings in any part of the world to which the Licensor is entitled.

Effective Date: the date of this agreement.

Exploit: commercial exploitation of the Vocal Recordings, the distribution of digital and physical records through retail outlets, synchronisation (Sync) and any promotional activity or distribution.

Fees: any Fees paid by the Licensee to the Licensor

Net Royalty Receipts: all income received by the Licensee arising directly and identifiably from the exploitation of the Master Recordings defined in Schedule 1 and Remixes, less: marketing, manufacture and distribution costs incurred.

Publishing Writer Percentages: Each writer's percentage of the Master Recording that will be registered with the Performing Rights Organisations.

Royalty Period: the period from the Effective Date to 31st December and each subsequent period of 6 consecutive months thereafter during the continuance of this licence and any period thereafter when Licensee receives income.

Term: perpetuity commencing on the Effective Date.

Territory: the World and the Universe.

Clause and schedule headings shall not affect the interpretation of this agreement. The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the schedules. References to clauses and schedules are to the clauses and schedules of this agreement. **Writing** or **written** includes faxes and e-mail.

2. GRANT

2.1. The Licensor hereby grants to the Licensee an exclusive licence of the Vocal Recordings to incorporate into the Master Recordings and exploit exclusively in the Territory subject to, and in accordance with, the terms of this agreement.

2.2. The Licensor consents to physical, digital or "non-physical" exploitation via the internet or any other digital platform.

2.3. The Licensee shall take reasonable steps to protect the copyrights licensed hereunder.

3. FEES

3.1. The Licensee has paid the Licensor a 50% deposit fee of XXX. The remaining 50% shall be payable prior to receipt of the final vocal recordings. Total XXX.

3.2. The Licensee shall pay the Licensor a royalty of % of the Net Royalty Receipts.

3.3. The Licensee shall keep full, detailed and accurate books of account showing all income from exploitation of rights hereunder and allowable offsets and expenses including marketing, manufacture and distribution. All books and records (including all original invoices and receipts) (the "Books") shall be retained by Licensee for six (6) years following the date on which each statement of account is rendered to the Licensor (or the date of actual posting to the correct address, if later); during which time the Licensor may have the Books inspected as set out below.

i) Statements will be provided upon the Licensor's request at least every six months in sufficient detail to enable the Licensor to verify amounts due from all exploitation of rights. Within 30 days of the statement being provided, Licensor shall be paid all monies due when the Net Royalties are equal to or exceed £50 GBP. Net Royalties below £50 GBP shall be carried over to the next statement.

ii) Licensor shall have the right once per year to inspect the Books or may appoint an auditor or accountant to do so. Any under accounting found shall be paid immediately. If ten percent (10%) or more of the amount paid is found due, the Licensee shall pay the costs of the audit.

iii) Licensee shall give the Licensor a completed certificate of deduction for any withheld taxes.

3.4. All sums shall be exclusive of VAT which shall (if applicable) be paid upon presentation of a VAT invoice.

3.5. Where the Licensor has granted any sublicense pursuant to clause 5, the Licensee shall include, in its royalty statements, payments in respect of all sales and exploitation carried out by or on behalf of the sublicensee, and shall include records of such activities in the records it keeps and statements it submits.

3.6. Royalties and any other sums payable under this agreement shall be paid in pounds sterling (GBP) to the credit of a bank account to be designated in writing by the Licensor.

4. WARRANTIES AND INDEMNITY

4.1. Each party to this agreement warrants and represents to the other that it has full power and authority to enter into this agreement and to perform its obligations and grant the rights required to be granted by it under this agreement. The Licensee confirms that they are aged 18 years or older.

5. SUB-LICENSING

5.1. The Licensee shall have the right to grant to any person a sublicense of any of its rights under this agreement provided that:

5.2. the Licensee shall ensure that the terms of any sublicense are in writing and are substantially the same as the terms of this agreement (except that the sub licensee shall not have the right to sublicense its rights) and the Licensee shall provide the Licensor with a copy of the sublicense on request; and

5.3. all sublicenses granted shall terminate automatically on termination or expiry of this agreement.

6. DELIVERY, DURATION AND TERMINATION

6.1. This agreement shall come into force on the Effective Date and shall remain throughout the term unless ended sooner by written notice under clause 6.8 & 6.9.

6.2. All parties shall provide a written signature as acceptance of this agreement which may be delivered electronically by private digital transmission.

6.3. The Licensor shall provide the Licensee with an initial .mp3 sample of the Vocal Recordings for approval. Reasonable changes to the vocal recordings shall be allowed at the Licensor's discretion. Unreasonable changes which shall not be

allowed include but are not limited to, changing or altering the instrumental backing track, bpm, melody, lyrics or the key after the finalised instructions have been received or requesting changes in dynamics or style that were not originally specified.

6.4. If the Licensee does not approve the initial demo mp3 and requests any changes that the Licensor accepts, then all rights to the initial demo's lyrics, melody and vocal recording revert to the Licensor. The Licensee shall only retain rights to the final vocal recordings subject to the terms of this agreement.

6.5. The Licensor shall provide the Licensee with professionally recorded, dry (no post production) 24 bit .wav files prior to the deadline agreed in Schedule 2 (if applicable).

6.6. If the Licensor's chosen vocalist is unable to provide vocal recordings that meet the requirements of the instructions or unable to deliver the vocal recordings within the specified timeframe, then the Licensor shall use reasonable endeavours to source a suitable replacement vocalist. If a replacement cannot be arranged or the Licensee does not wish to proceed with the proposed replacement then a full refund will be provided to the Licensee.

6.7. All notices hereunder shall be in writing and sent by private digital transmission, and shall be addressed to the relevant party at its address specified herein. The first business day after digitally transmitting, shall be deemed the date of service thereof.

6.8. If the remaining 50% balance remains unpaid within 30 days of project completion then all rights to the Vocal Recordings revert to Licensor.

6.9. The agreement shall automatically cease and determine in the event that the Licensee enters into liquidation or becomes insolvent or enters into an arrangement with its creditors or in the event of the appointment of a receiver or administrator for all or a portion of its property. In any such event all rights granted hereunder shall revert automatically to Licensor without the need for further formality.

6.10. If the Licensee is in default, fails to account on time or otherwise breaches its obligations hereunder, then Licensee shall have thirty (30) days after notice of such breach to remedy it. If it is not remedied, the Licensor (without prejudice to Licensor's other rights) shall be entitled to immediately terminate the agreement by written notice to the Licensee. Thereupon, all rights shall automatically revert to the Licensor without further formality.

7. EFFECT OF TERMINATION

7.1. On termination of this agreement for any reason and subject to any express provisions set out elsewhere in this agreement:

- (i) all outstanding sums payable by the Licensee to the Licensor shall immediately become due and payable;
- (ii) all rights and licenses granted pursuant to this agreement shall cease;
- (iii) the Licensee shall cease to make any use of the Vocal Recordings.

8. ENTIRE AGREEMENT

8.1. This agreement and any documents referred to in it constitute the entire agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

8.2. Each of the parties acknowledges that, in entering into this agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether negligently or innocently made) other than as expressly set out in this agreement.

8.3. Nothing in this clause shall limit or exclude any liability for fraud.

8.4. The Licensee will not do anything which could cause the Licensor to be in breach of any obligations under the Bribery Act 2010.

9. VARIATION

9.1. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

10. SEVERANCE

10.1. If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part--provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected.

11. COUNTERPARTS

11.1. This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement.

12. THIRD PARTY RIGHTS

12.1. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

13. NO PARTNERSHIP OR AGENCY

13.1. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the licensee and licensor, constitute either licensee or licensor the agent of another party, nor authorise either licensee or licensor to make or enter into any commitments for or on behalf of the other party.

14. FORCE MAJEURE

14.1. No party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control, and in such circumstances the affected party shall be entitled to a reasonable extension of up to 30 days, in the time for performing such obligations.

15. GOVERNING LAW AND JURISDICTION

15.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.2. The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Signed by LICENSEE NAME

Licensee

Date:

Signed by Sanna Hartfield
Partner - Free Vocals

Licensor

Date:

Signed by David Elliott
Partner - Free Vocals

Licensor

Date:

SCHEDULE 1: THE VOCAL RECORDING AND MASTER RECORDING

Master Recording title: **TITLE**

Copyrights:

COMPOSER NAME - 100% Composition

VOCALIST NAME - 100% Vocal Recording and Lyrics

Master Recording Royalties (sales of digital and/or physical records):

Licensors - **_____**% Royalties

Licensors - **_____**% Royalties (in-house compilations)

Publishing Writer Percentages:

[Vocalist name] [CAE/IPI number] - **50%** Author (A)

[Composer name] [CAE/IPI number] - **50%** Composer (C)

NOTE: PERCENTAGES ARE FOR GUIDANCE ONLY AND ARE NEGOTIABLE. FOR EXAMPLE, IF THERE ARE 2 COMPOSERS AND ONE VOCALIST THE PERCENTAGES MAY BE 33.3% + 33.35% + 33.35%.

Sync:

Licensors - **50%** of the sync usage fee.

Track ISRC Code(s):

Licensee to provide Licensors with track ISRC code(s) as soon as they are available.

Artwork:

Artwork subject to approval if using Free Vocals or its Licensors' copyright images.

SCHEDULE 2: THE INSTRUCTIONS

PACKAGE:

VOCALIST NAME:

INSTRUCTIONS:

PROJECT FILES: