



**FROM: MUSHROOM TV LIMITED**

("we" / "us" / "our")

**TO:** (inset artist / manager / label name below) ("you" / "your")

**TRACK:**

**DATE:**

This is to confirm our agreement.

1. You hereby grant to us by way of NON-EXCLUSIVE licence for the Term of this agreement the right, throughout the world, to provide digital distribution of the track entitled "[\_\_\_\_\_]" ("Licensed Master") for any use in any manner in any medium now or hereafter known including (by way of example but not limited) for use as "downloads" and "ringtones".
2. You further grant to us a NON-EXCLUSIVE licence to make available, broadcast and otherwise use any Licensed Master in whole or in part by means of digital distribution and to adapt edit or otherwise alter the Licensed Masters and to reproduce print in any medium any associated artwork, your professional name and any logo or device portraits pictures and likenesses and biographical material concerning the same and all advertising and promotional material for use in connection with the Licensed Masters. Furthermore the artists hereby grant MUSHROOM TV LIMITED a non-exclusive licence to broadcast the supplied material(s) ("the Material") or parts thereof for dissemination, via streaming, over the internet and MUSHROOM TV LIMITED's linear broadcast television service in the UK (throughout the world in the case of internet only). The artist(s) must not and may not enter into this Agreement if signed to a major record label (which shall for these purposes mean any label belonging to any of the following companies: Sony, EMI, BMG, Warner, Universal). Your agreement to the terms and conditions of this licence does not affect your MCPS or PRS royalties which will be paid and reported in the usual way via our agreement with the MCPS-PRS Alliance Ltd.
3. The Term of this Agreement shall commence on the date hereof and shall continue thereafter until the expiry of three (3) months after receipt by one party of a written notice of termination served by the other party to this Agreement provided that such notice shall not be served prior to the date being nine (9) months from the date hereof. If during the Term you receive a written offer of an exclusive recording contract from a third party record company and it is a condition of such agreement that you grant to such company some or all of the rights licensed hereunder then we agree that such rights shall revert to you. Reversion shall take effect on full execution of the said agreement between you and the major record company provided that we shall have received thirty (30) days written notice from you requiring such reversion.
4. You shall at your sole cost and expense deliver to us a digital copy of the Licensed Master and any ancillary materials in a proper form for us to upload and digitally distribute and otherwise use as required in this Agreement within seven (7) days of the date of this Agreement in respect of the Licensed Master.

5. Without prejudice we agree to pay you fifty percent (50%) of all net revenues earned and received by us directly and identifiably from digital distribution of the Licensed Master, less all expenses costs liabilities and other payments (excluding overhead costs) incurred by us in connection with the use or exploitation of the rights granted hereunder.
6. We will pay your share of monies under this Agreement as of 31 March, 30 June 30, September, and/or 31 December in each calendar year in respect of each preceding three (3) month period and will render a statement to you and pay such share less any taxes required to be deducted and any other offsets ninety (90) days after the relevant accounting date All monies due to you under this Agreement are exclusive of VAT which shall be paid by us upon receipt of a valid and subsisting VAT invoice from you.
7. You hereby grant or shall procure the grant of a worldwide mechanical, performing right and any other relevant licences and consents required to be given in accordance with Part II of the Copyright Designs and Patents Act 1988 as amended to enable us and our licensees to reproduce the compositions embodied on the Licensed Master and exercise all our rights hereunder.. You hereby agree to waive as against us and our licensees any entitlement that you may have to royalties or other payments administered by Phonographic Performance Limited (PPL) and or Video Performance Limited (VPL). For the avoidance of doubt any payment that we are forced to make herein shall be deemed an expense and shall be deductible from you share of gross monies due to you in the accounting period following such payment pursuant to Clause 5 above.
8. You warrant that you are the owner of the copyright in and own and control all rights in the Licensed Master during the Term and give consent, if applicable, for it to be used in any charts compiled by The Official UK Charts Company Limited. You shall indemnify us and keep us indemnified against any loss liability damage cost or expense (including legal fees and disbursements) suffered by us arising out of any claim asserted or proceedings commenced against us by reason of your breach or alleged breach of any of your obligations representations warranties undertakings and agreements set out in this Agreement.
9. Neither party shall be deemed to be in breach of any of its material obligations unless and until the other party has given the breaching party written notice of the breach and the breaching party has failed to cure such breach within thirty (30) days after receipt of such written notice. In the event that either party is in breach of a material obligation hereunder and fails to cure such breach within thirty (30) days after receipt of notice of such material breach then the other may terminate this Agreement by notice in writing without prejudice to any rights or claim it may have prior to the date of termination.
10. All notices shall be in writing and addressed to the party to be served at the address referred to in this Agreement or to such other address as either party may notify the other of in writing and shall be sent by recorded delivery and shall be deemed to have been received two (2) working days after the date on which it was sent. We may assign all or any of its rights and liabilities hereunder or the benefit of this Agreement to any third party.
11. Nothing in this Agreement shall be construed as constituting any partnership between you and us and no variation of this Agreement shall be binding on either party hereto unless made in writing and signed by the duly authorised representatives of you and us. The provisions set forth in this Agreement constitute the entire agreement of the parties in relation to the subject matter of this Agreement.

Signed:

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MUSHROOM TV LIMITED

**Please sign where indicated below to show your agreement to the terms of this Agreement**

*Read, Understood and Agreed by:*

Position to artist(s) if applicable:

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Date:

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