

 **HURRICANEHEALING.US**
MUSIC THAT HEALS



Date:

Blue Pie Productions Pty Ltd
A.B.N 78 079 594 479

Publishing Member of
APRA since 1999
Unit 6 No 11 Dudley Street
Randwick NSW 2031
p: (612) 9310 0155
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m: 0422 997760
w: www.bluepie.com.au
e: damien@bluepie.com.a

NON-EXCLUSIVE THIRD PARTY LICENSE and DISTRIBUTION AGREEMENT and CONSENT TO REPRESENT ARTIST FOR TERRITORIES:

Between

.....Here after referred to as the “ ARTIST ”

And

Blue Pie Productions Pty Ltd (“BP” & “Blue Pie”)
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It is agreed as follows:

What: The ARTIST has completed a body of work that has been listed at the end of this document. The artist agrees to assign distribution rights for this designated body of work to Blue Pie Productions. In the event that the artist does not have a publisher Blue Pie Productions can administer these rights for an on behalf of the artist in an administration capacity to collect incomes for an on the behalf of the artist. In the case of artists who are already under publishing agreements then no assignment of publishing rights are required. Blue Pie will need to know the full contact details for any designated publisher to insure that all details are noted correctly in all

digital distribution systems that Blue Pie uses to distribute the artists music globally. Blue Pie will distribute and work with the artist to commercialise the material for a period of 36 months including all publishing entitlements via their Blue Pie's global network of distribution partners and or affiliated companies for the material that the artist or artists control and as per the list of content supplied. This term will automatically be extended in the event that any third party license sales of the artist's material have been completed during the term of the agreement and or any digital download income has been generated. Additional extensions can be secured in the event that no sales have been completed during the first 24 months at either the request of Blue Pie Productions or on the request of the artist. All normal processing fees must be paid if the latter applies. Normal processing fees are limited to \$150 per release per year. It is highly unlikely that no income will be generated over a 12-month period.

Consent: The artist hereby agrees to allow Blue Pie Productions to represent the artist for the designated body of work only. Additional songs can be submitted at anytime.

When: Effective from date of signature on this license.

Territory: The world unless other wise specified.

Usage: All Blue Pie Productions designated promotional formats and not limited to MP3, WMA, DVD, Audio, Web radio, Radio, Ringtones in all formats and all multimedia configurations commercially available in the market place today.

Royalty Rate: 20% of all income generated will be paid to the artist or the artists nominated representative.

About the distribution of income for the Hurricane Healing Project: 50% of all income received will be donated directly to the Salvation Army Head office in the USA. 30% of all revenue generated will go to the Hurricane Healing Administration. Please refer to the website for more details at www.hurricanehealing.us

Deductions: All deductions and any approved expenses will require the approval of the artist by eMail or fax to Blue Pie offices. Please note that this is a digital distribution agreement and as such we do not generally have out of pocket expenses. The content is normally all ready to be distributed. In the event that the artist requires us to create their bio and or any work outside of this agreement then this would be negotiated by a separate proposal. In the event that Blue Pie covers any or all of these costs then these expenses would be deemed recoupable items under the terms and conditions of this agreement and deducted from any payment due to the artist.

Third Party compilation Licensing & Synchronisation: In the event that Blue Pie Productions is able to secure 3rd party license sales for any of the designated work associate with this specific agreement then the artist will receive 60% of the net income receipts received by Blue Pie Productions.

Samples: 12 copies in compact disc format of each album are to be supplied to Blue Pie free of charge. The samples need to have all the artwork and songs correctly noted with all the appropriate credits. In the event that no artwork exists then we can make suggestions for our team to create this for an on your behalf. This would be an additional expense.

Ownership of the recordings and or Master: All master ownership rights will rest with the designated owner of the masters and will be administered and managed by Blue Pie Productions in accordance with the terms and conditions of this agreement.

Royalties: For the purposes of this article, «Net Royalties» means gross receipts actually received by the Exploiting Company less any tax, withholding tax, agency commission and royalties payable to the Artist.

Accounts: Blue Pie will maintain books of account and prepare royalty statements at least semi-annually or as otherwise agreed. You and your representatives will have equal access to the books and to the account. The costs of the accounting will be born by Blue Pie Productions.

Blue Pie Productions warranties: Blue Pie Production warrants that at all times it will act in good faith and deal at arms length on a proper and customary commercial basis and without limiting the generality of the foregoing this warranty will apply to our dealings with our affiliates, subsidiaries, licensees and sub-licensees and any collection agencies that we maintain.

Assignment and Publishing rights: Blue Pie Productions retains the right to assign any of part of this agreement to any one of its associated subsidiaries and or partners. All terms and conditions would remain as per the agreement with no changes in the artist royalty rates. This is a non-exclusive agreement and the artist retains all publishing rights and can terminate this agreement at any time with the appropriate notice. The publishing rights are only assigned to Blue Pie as administrators and collectors of the various publishing entitlements for an on behalf of the artist for the term and as per the terms and conditions of this agreement in the event that the artist does not have a publisher. In the event that the artist has a publisher then all publishing rights are and will be administered by the designated publisher for an on behalf of the artist. The publisher may elect to have Blue Pie manage these rights. Notice will be required at the commencement of this agreement.

Warranties: The Artist warrants in favour of the Blue Pie Productions that:(a) all Compositions will be original and will not infringe the rights of any other person;(b) the Artist has full power and authority to enter into this Agreement and has granted no rights inconsistent with this Agreement;(c) the Blue Pie Productions will not be required to make any payments of any nature for, or in connection with, the acquisition, exercise, or exploitation of rights by the Blue Pie Productions pursuant to this Agreement, except as provided for in this Agreement;(d) the Artist will execute such further documents and perform all such further acts as may be reasonably necessary to give effect to this Agreement; and(e) the Artist will use its best endeavors to ensure that any records released featuring recordings of the Compositions will be released bearing the Blue Pie Productions record label and logo, as supplied by the Blue Pie Productions where practical and or the Hurricane Healing approved project logo and marketing materials.

Indemnity: The Artist hereby indemnifies the Blue Pie Productions from and against all actions, suits, claims, demands, losses, liabilities, damages, costs and expenses which may be made or brought against or suffered or incurred by Blue Pie Productions as a result of breach by the Artist of its warranties or obligations under this Agreement.Accounting: The Blue Pie Productions will deliver royalty statements to the Artist within 90 days of the end of each June and December, for the preceding six-month period, where compositions have earned income in the Territory. Any payment then due to the Artist will accompany the royalty statement.Examination: The Artist may, upon 14 days notice to the Publisher, appoint an accountant to examine the Publishers financial records in respect of exploitation of the Compositions and royalties due to the Writer. The examination may take place during business hours at any time within two years of the date of receipt of the relevant royalty statement by the Writer, but only once in any 12-month period. All royalty statements delivered to the Writer will be binding upon the Writer unless written objection is received by the Blue Pie Productions within two years of delivery of the relevant statement to the Writer. If the accountant's examination establishes that there has been an underpayment to the Writer, the Blue Pie Productions will promptly make good that underpayment. If the accountants

examination establishes that there has been an underpayment to the Writer of more than A\$1,000 and 10% of the amount due to the Writer, the Blue Pie Productions will reimburse the Writer for the reasonable costs of the examination, in addition to any amount due to the Writer, provided always that the Blue Pie Productions will not be obligated to pay any examination costs in excess of the disclosed underpayment. Collections: The Blue Pie Productions will be entitled to collect income from the compositions arising before the Term, and income arising during the Term and the Retention Period as per the rights held under this agreement.

Blue Pie Productions is a member of the following organisations:

1. Publishing Member of APRA since 1999 www.apra.com.au
2. Member of PPCA www.pcca.com.au
3. Member of AIR www.air.org.au
4. Member of ARIA www.aria.com.au
5. Member of AIEX www.aiex.com.au
6. Member of PPL UK www.ppluk.com
7. Member of Fintage www.fintagehouse.com

Payment cycles: Blue Pie agrees to use its best efforts to ensure that income earned overseas is promptly remitted to the Blue Pie Productions each quarter or as per any affiliated agreement states. Blue Pie will pay any funds greater than \$200 to the artist at the end of each quarter or as and when Blue Pie has received clear funds. Termination: Termination of this Agreement by either party will not prejudice any rights (including copyright) granted to Blue Pie Productions in respect of the compositions as at the date of such termination. All performance obligations required by Blue Pie Productions such as royalty payments will still be made as per the terms and conditions of the agreement. This agreement will be deemed terminated if either party breaches any term of this Agreement and, having been given 30 days notice requiring the party to rectify its breach, fails to do so; or enters into liquidation or is declared insolvent or bankrupt in any legal proceedings.

Mediation: In the unlikely event that we disagree on the operation or interpretation of this agreement, we all agree that the matter will be referred to the arbitration by an expert appointed by the Arts Law Center in Sydney or whomever else we may agree upon. Any decision made by such an arbiter will be binding upon all parties.

Law: This Agreement will be governed by and construed in accordance with the laws of New South Wales and the parties hereby submit to the exclusive jurisdiction of the courts of New South Wales.

Changes: Either party may request changes to, and or termination of this agreement in 21 days from date of execution. If a request is made to change this agreement, each party must consent to the relevant change. If a request is made to terminate this agreement within this period, termination will be effective on the fifth day following when notice is given. Termination may be requested with 30 days notice after arbitration has been sought and entered into.

Promotion and Marketing: It will be the artists responsibility to maintain their own up to date website. Promotions will be decided and planned as a separate exercise and will be managed under a separate services agreement. In the event that the artist does not have a website and or

marketing strategy then a strategy and web plan can be developed by Blue Pie Productions. This agreement does not cover promotions other than the normal newsletter and marketing promotions that Blue Pie and Hurricane Healing undertake as a group under the banner “ Hurricane Healing”. Please refer to the website for all marketing and promotional activities www.hurricanehealing.us In the event that separate marketing and or promotion is requested by the artist then this will be quoted on a time and materials basis. The artist would then be required to approve all promotion and marketing expenditure in writing by eMail and or fax prior to any expense being incurred.

It is noted that the artist is legally entitled to enter into this agreement for and on behalf of the nominated entities.

Read and agreed:

Date:

EXECUTED as an agreement on the date first appearing. SIGNED for and behalf of Blue Pie Productions and the Hurricane Healing project.

Damien Reilly

CEO

Date:

SCHEDULE A:

LISTED SONGS COVERED BY THIS AGREEMENT