



## CONTENT UPLOADING AGREEMENT

### PARTIES

This agreement is between you (“**the Artist**”) and Pure Play Music, Ltd, a Nevada Corporation (“**the Company**”).

### RECITALS

1. The Artist wishes to upload certain recordings onto the Company’s servers to be available for certain uses selected .
2. The Company wishes to exploit those recordings on the terms below.

### OPERATIVE PROVISIONS

#### 1. Definitions

|                                    |  |
|------------------------------------|--|
| “ <b>Commercial Exploitation</b> ” | means exploitation of Content where the Company shall receive payment from a third party directly and identifiably in connection with the exploitation of the Content; the foregoing shall specifically exclude streaming from the Website;  |
| “ <b>Content</b> ”                 | means all sound recordings and underlying musical works (including accompanying literary works) which the Artist has selected to upload to the Servers via the Website;  |
| “ <b>Gross Income</b> ”            | means all income received by the Company directly and identifiably from the Commercial Exploitation of Content, to the extent attributable to the Content, less any returns, credits or discounts applied to such transactions; where the Company receives income from the Commercial Exploitation of Content in combination with other goods and services, the Company, acting reasonably, shall designate the proportion of that income that is attributable to the Content (which shall be no less than the proportion generally applied by the Company for such bundled transactions); |
| “ <b>Net Income</b> ”              | means all Gross Income less all costs, taxes, expenses and other liabilities incurred by the Company in the fulfilment of the transaction, including without limitation any third party agency   |

|                              |   |
|------------------------------|---|
|                              | fees, credit card fees, delivery costs and any royalty payment or licence fee that may be payable to any third party;   |
| <b>“Rights Organisation”</b> | means any collection society or other similar organisation having the right to license the use of sound recording and/or musical works, including without limitation PRS, PPL and any collection society with whom such bodies have reciprocal collection agreements; |
| <b>“Servers”</b>             | means the Servers controlled by the Company from which the Website is hosted;   |
| <b>“Upload Protocols”</b>    | means the procedure at the Website by which Content is uploaded to the Servers and including all declarations made by the Artist during this process;   |
| <b>“Usage Fees”</b>          | means the rates payable to artists in respect of particular Usage Rights, as published by the Company at the Website from time to time;   |
| <b>“Usage Period”</b>        | means in respect of each item of Content a period commencing on the date on which the Content was uploaded via the Website and continuing thereafter until terminated by the Artist giving five (5) working days notice via the Usage Protocols;                      |
| <b>“Usage Protocols”</b>     | means the procedure at the Website by which the Artist may amend or terminate the Usage Rights in respect of any Content;   |
| <b>“Usage Rights”</b>        | means in respect of each item of Content the right to exploit the Content as selected by the Artist via the Website;  |
| <b>“Website”</b>             | means the website the homepage of which is found at the URL <a href="http://www.pureplaymusic.com">www.pureplaymusic.com</a> .  |

## **2. Rights and Usage Period**

- 2.1 The Artist grants the Company the non-exclusive right during the Usage Period to hold the Content on its Servers and exploit the Content in accordance with the Usage Rights.
- 2.2 The parties may extend the Usage Rights and/or agree that the rights shall be exclusive by separate agreement.
- 2.3 The Company shall have the right to retain a copy of the Content for the purposes of record-keeping only in perpetuity after the Usage Period.
- 2.4 Notwithstanding the termination of the Usage Period by the Artist, the Artist agrees that the Company’s sublicensees shall have the right to require up to six (6) months notice to

discontinue the Usage Rights. Upon termination of the Usage Period the Company shall promptly serve notice on the sublicensee and not grant any further licences in respect that Content, and the sublicensee shall be entitled to continue to exploit the Usage Rights until expiration of its notice period.

2.5 The Company may remove any Content from the Servers at any time in its sole discretion.

2.6 The Company shall have no obligation to exploit any of the Usage Rights.

### **3. Usage Fees**

3.1 The Company shall account to the Artist for the Usage Fees for Commercial Exploitation of Content. In respect of the streaming of Content from the Website at no cost to the end user, the Artist agrees that no Usage Fee shall be payable.

3.2 Where no Usage Fee is specified for a particular type of Commercial Exploitation, then the Usage Fee shall be a royalty, being thirty per cent (30%) of Net Income, pro-rata to the extent that Net Income shall be received by the Company for the use of the Content together with other recordings.

3.3 The Usage Fee shall be paid to the Artist within thirty (30) days of the end of each calendar month provided that the Artist has supplied all bank account or such other information requested by the Company for the fulfilment of the payment.

### **4. Limitation of Liability**

4.1 Neither the Company nor any director, subcontractor or employee of the Company shall be liable for any financial loss caused to the Artist in connection with exploitation of Content by the Company at the Website or otherwise.

4.2 Without limitation to the provisions of clause 4.1, the Artist accepts that the Company is not responsible for the conduct of other users of the Website who may have access to the Content and holds the Company harmless against any such claims.

### **5. Artist's Warranties**

5.1 The Artist warrants that it is has the authority to enter into this agreement and to grant the Company the Usage Rights free of any claim by any third party. Where the Artist is a group, the Artist warrants that the person making this agreement has the right to make such agreement on behalf of each member of the group.

5.2 The Artist warrants that it is the sole author, owner and controller of the musical works and any accompanying literary works (lyrics) embodied in the Content and that the Artist is not party to any exclusive songwriting agreement.

5.3 The Artist warrants that the Artist is the sole performer of the works embodied on the Content.

- 5.4 The Artist warrants that it is the sole owner of the sound recordings comprising the Content and is not party to any exclusive recording agreement.
- 5.5 The Artist warrants that the Company may exploit the Usage Rights and authorise others to do the same without payment to any Rights Organisation or other third party.
- 5.6 The Artist warrants that it has the right to use any name, logo or other indicia supplied to the Company.
- 5.7 The Artist indemnifies the Company, its licensees, directors and employees, against all claims, losses, legal fees and other liabilities that the Company may suffer resulting from any claim against the Company inconsistent with any representation made by the Artist in this agreement or during the Upload Protocols.
- 5.8 The warranties and indemnities in this clause 5 shall survive the termination of this agreement.

## **6. Personal Data**

- 6.1 The Company shall be entitled to hold personal data supplied by the Artist during and after the Usage Period save that where the Usage Period has expired, the Company shall hold the personal data for record-keeping purposes only.
- 6.2 The Company shall be entitled to supply personal data relating to the Artist to third parties for the purposes of exploiting the Usage Rights and/or verifying any claims by Rights Organisations or other persons who may have a claim against the Company and/or its licensees for the exploitation of the Usage Rights.

## **7. Further Assurances**

- 7.1 To the extent that any rights granted by the Artist to the Company are inconsistent with any claim or rights exercised by any Rights Organisation then the Artist shall promptly upon notice by the Company of such claim confirm to the Rights Organisation the rights granted to Company hereunder and the Artist shall do all things as reasonably requested by the Company to perfect and confirm the grant of rights hereunder.
- 7.2 Where the Company notifies the Artist of any claim or right exercised by any Rights Organisation inconsistent with the rights granted to the Company hereunder, and the Artist fails within 28 days to complete any notification, application or other documentation reasonably requested by the Company to confirm the Company's rights hereunder, then the Company shall have the right coupled with an enduring power of attorney to make such applications or give such notifications on behalf of the Artist including without limitation the right to complete any applications to "opt out" of the rights exercised by the Rights Organisation which are inconsistent with the rights grants to the Company hereunder.

7.3 The Artist waives any moral rights or like rights that may prevent the Company or its licensees from exploiting the Usage Rights.

**8. Miscellaneous**

8.1 The Company shall not be in breach of those obligations where performance is reasonably prevented by a so-called force majeure provided that the Company takes all reasonable steps to mitigate its effect.

8.2 This agreement represents the entire agreement between the parties in respect of the Content.

8.3 If any clause or any part of this agreement or the application of such to any party shall for any reason be adjudged by a court or other legal authority of competent jurisdiction to be invalid, such judgement shall not affect the remainder of this agreement, the terms of which shall remain in full force and effect.

8.4 The laws of England shall govern this agreement and the English courts shall have exclusive jurisdiction.