

MUSIC PUBLISHING AGREEMENT¹

SONG-BY-SONG PUBLISHING AGREEMENT

¹ This document contains a translation of the Norwegian contract “Standard musikkforlagsavtale”. The document is meant for translation purposes only. It is not meant for autonomous use, but only as a support for English-reading users of the Norwegian original contract. The standard contract and, followingly, the translation, are written in accordance with Norwegian law and contract practice, cf. article 9.5.

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The Norwegian Music Publishers Association, the Norwegian Society of Composers and NOPA recommend that their members use this standard agreement when rights to individual musical works and/or lyrics are assigned to music publishers. The agreement was put into use on 1 May 2010 and will be updated every three years. The standard text in the agreement has been approved by TONO as regards the articles that concern TONO/NCB.

Guidance has been prepared for this agreement.

The following agreement has been entered into on this day, _____ :

1 General

1.1 Parties

Music publisher: _____

Company identification number: _____

Contact person: _____

Address: _____

E-mail address: _____ Tel./mob.: _____

The agreement includes _____ writers (please use an enclosure if necessary).

Writer 1: _____

National identification number (11 digits): _____

Address: _____

E-mail address: _____ Tel./mob.: _____

Bank account number: _____

Writer 2: _____

National identification number (11 digits): _____

Address: _____

E-mail address: _____ Tel./mob.: _____

Bank account number: _____

1.2 Work/Composition

The agreement includes _____ works (please use an enclosure if necessary).

Title: _____

Alternative title: _____

Duration: _____

TONO Work number: _____

1.2.1

Copyright ownership:

<i>CAE Code</i>	<i>Membership number</i>	<i>IPI number</i>	<i>Writer</i>	<i>Share (%)</i>	<i>Music publisher</i>	<i>Covered by this agreement (x)</i>

For more information on the terms 'CAE code', 'IPI number', etc., see the guidance to the agreement.

1.2.2

The Writer certifies that he/she has at his/her disposal the rights that he/she is assigning in accordance with this agreement and that the assigned rights do not contain sections that, when used, would infringe any third party copyright.

The Writers certify that the Work is co-written.

1.2.3

The Writer shall be entitled to use, for creative purposes, any theme from the Work in other independent works. The Writer shall first offer the Music Publisher the new work. The Writer shall be entitled to enter into agreement with another publisher if the Music Publisher does not agree within 180 days to publish the new work.

1.3 Agreement Period

The Music Publisher shall be obligated on behalf of the rights-holders to stay up-to-date with regard to changes in copyright legislation that concern the Work and to issue the necessary documentation.

1.3.1 Duration of the Agreement:

- for as long as the Work is protected by law ("life of copyright")
- from the signing of this agreement until and including _____ / ____ _____
- from the signing of this agreement until and including _____ / ____ _____. Thereafter, the agreement shall be automatically renewed annually with a mutual period of notice for termination of six months.
- from and including ____ / ____ _____ until and including ____ / ____ _____

1.3.2 The Music Publisher shall collect:

- from the signing of this agreement
- all revenues that relate to the Work, including revenues that were generated prior to the signing of this agreement
- until and including the expiration date of the agreement
- all revenues that are generated during the agreement period, including income that is received after expiration of the agreement

1.4 Territory

This agreement shall cover:

- the whole world
- the whole world except: _____
- the following countries/geographic areas: _____

1.5 Copyright Notice

Upon publishing, the following copyright information shall be provided:

2 The Music Publisher's Right of Disposal

The Music Publisher shall have the exclusive right to the economic exploitation of the Work subject to the restrictions laid down in this agreement, the Norwegian Copyright Act and the management contract between the rights-holders and TONO.

2.1 Administration

The Writer hereby assigns to the Music Publisher an exclusive right of disposal of the Writer's rights to the Work by means of production of copies of the Work and by making the Work available to the public in original or altered form, in translation or adaptation, in any other literature or artistic form or by other technical means. The moral rights shall not be subject to this right of disposal.

2.2 Reservation of Rights

The following exceptions from Article 2.1 shall apply:

- The agreement shall not apply to use in graphic form.
- This agreement shall not apply to use by synchronization.
- This agreement shall not apply to use for mechanical rights other than by synchronization as specified below:

- This agreement shall not apply to use as specified below:

- This agreement shall not apply to use by public performance/communication to the public.
- This agreement shall not apply to the grand rights.

3 The Music Publisher's Obligations

3.1 The Music Publisher's General Obligations

In an understanding with the Writer, the Music Publisher shall work to distribute the Work and to promote the artistic and financial potential of the Work.

The Music Publisher shall administer the rights that are covered by this agreement and safeguard the Writer's interests relating to the Work. The Music Publisher shall be responsible for reporting/registering its own share in the Work to TONO.

- The Music Publisher is hereby authorized to register the Writer's share in the Work.

3.2 Special Obligations

3.3 Manuscript/Delivery Requirement

3.3.1

The Writer shall document the Work in a graphic or mechanical form that is approved by the Music Publisher.

3.3.2

The original copies of the Work documentation shall be the property of the Writer.

4 Split of Royalties

Management of the performance rights and mechanical rights has been transferred to TONO, for distribution of royalties within the framework of its articles of association and distribution rules.

The Parties have agreed on the following split of royalties:

- TONO's standard split
- Agreed split, as specified below:

Nordic Region

(insert a cross if the division is to apply to Norway only:)

Rest of the World

Performance rights:

Writer's share: ____%

Music Publisher's share: ____%

Mechanical rights:

Writer's share ____%

Music Publisher's share ____%

Performance rights:

Writer's share: ____%

Music Publisher's share: ____%

Mechanical rights:

Writer's share ____%

Music Publisher's share ____%

5 Synchronization

- Royalties in connection with synchronization of the Work*
In connection with synchronization, a royalty of ____ % shall be paid on revenue collected.
- Separate agreement*
Use of the Work by synchronization is governed by a separate agreement; see enclosure.

6 Print Rights

6.1 Use in Graphic Reproduction

- Royalties*
In-house publication: The Music Publisher shall pay the Writer the following:
 - ____ % of the gross revenue collected.
 - ____ % of the net revenue collected.Third party licensing: A royalty of _____ % shall be paid on revenue collected.
- Separate agreement*
Use of the Work in graphic form is governed by a separate agreement; see enclosure.

6.2 Digital Distribution

Unless otherwise agreed upon, royalties for graphic digital distribution shall be paid in accordance with the practice applicable at any one time.

6.3 Rental Music

In respect of revenues from graphic materials for hire, the Music Publisher shall pay the Writer _____ % of any such revenues exclusive of VAT that the Music Publisher receives.

7 Other Income

Any income arising from rights to the Work, which are not defined or known at the time of signature of this agreement, shall be divided in accordance with corresponding rights in this agreement.

Other revenues shall be divided with 50% being assigned to each of the Parties.

8 Statements and Accountings

The Music Publisher shall submit statements and make payments to the Writer in respect of the Writer's share of collected revenue. Royalty shall be accounted without deduction, at source.

8.1 Submission of Statements and Distribution

Enclosed with distribution of royalties, the Music Publisher shall send the Writer a detailed statement.

Payments and statements for print licensing, rental of graphic materials and payments in respect of sold editions, shall be submitted within the following date(s) each year:

- _____
- _____

8.2 Minimum Distribution

If the total amount to be paid by the Music Publishers does not exceed NOK _____, the amount shall be carried forward to the next statement and distributed when the minimum distribution amount is reached.

8.3 Accounting Review

The Writer, or its designated representative, shall have the right once a year and during normal working hours to examine, at his own expense, the books on which the Music Publisher's statements submitted to the Writer in respect of the Work are based. An approved or authorized public accountant shall undertake such examination.

If any such audit should show that the Music Publisher's settlement has an error margin in excess of 10% in the Publisher's favour, the Music Publisher shall reimburse the Writer his/her reasonable audit expenses.

9 Expiration and Termination, etc.

9.1 Termination

If a party is in fundamental breach of this agreement, the other party shall be entitled, by sending a letter by recorded delivery giving a description of the breach of agreement and requesting remedy, to cancel this agreement if remedy is not effected within 90 days of dispatch of the aforementioned letter. The injured party shall be entitled to claim compensation for his financial losses in accordance with the provisions of ordinary contract law.

9.2 Force Majeure

If a party should fail to fulfill an obligation set out in this agreement, the party concerned shall be exempt from liability for such failure if the failure is due to an extraordinary event outside the parties' control, such as flood, war, rebellion, natural disaster, etc. which makes considerably more difficult or delays the aforementioned fulfillment.

9.3 Termination of the Right of Assignment in Connection with Insolvency, etc.

If the Music Publisher becomes insolvent, suspends its payments or commences any reconstruction or composition procedure, the Music Publisher's right to assign rights in the Work to third parties shall cease with immediate effect until the circumstance has been normalized.

9.4 Conditions after Expiration of the Agreement

The conditions laid down in this agreement as regards payments, collection, statements, distributions or audits shall also apply to payments in respect of any use of the Work that the Music Publisher receives after expiration of the agreement.

9.5 Legal Venue

Any dispute arising from this agreement shall be resolved by a Norwegian court of law in accordance with Norwegian law.

10 Other Conditions

11 Advance Payment

If the parties agree that the Music Publisher shall pay the Writer an advance, the specific conditions and details linked to this shall be set out in a separate enclosure to this agreement.

It has been agreed that the Music Publisher shall pay the Writer an advance of NOK _____ upon signature of this agreement.

12 Amendments

This agreement shall replace all previous written and oral agreements between the parties concerning the Work. Any addition to this agreement shall be in writing and signed by both parties in order to be valid.

The Writer and the Music Publisher have each received one copy of this agreement, which consists of _____ pages and _____ enclosures.

Place: _____ Date: ____ / ____ _____

Music Publisher: _____

Place: _____ Date: ____ / ____ _____

Writer 1: _____

Place: _____ Date: ____ / ____ _____

Writer 2: _____