

When signed by the parties hereto, the following shall constitute the

EXCLUSIVE LICENSE AGREEMENT

("Agreement")

by and between

NAME	ADDRESS
1)	
2)	
3)	
4)	
5)	
6)	

- hereinafter referred to as **Artist** -

And

Fruitbeat Records
Stovner Senter 1
0985 Oslo
Norway

- hereinafter referred to as "**Fruitbeat Records**" or "**Licensee**"-

Oslo, dated as of: (dd/MM/YYYY) _____

Executive Summary (strictly for reference only and does not affect the construction of this Agreement; binding provisions are further below):

Term	3 years, thereafter with automatic rollovers see Section 3.
Territory	Worldwide; see the definitions for "Territory" in appendix 1.

Digital Distribution (Audio/Video)	<p>Net receipts with respect to digital distribution and exploitation of Masters (see section 5.1), shall be divided between the Parties as follows:</p> <p>Artist: 85 % Licensee 15 %</p> <p>(Includes revenues from user-generated content, etc.) See the definitions for “Digital PPD” in appendix 1</p>
Synchronization	<p>50% of net receipts; see Section 5.3</p>
Distributed Labels	<p>Fruitbeat use Orchard, and Orchard’s Outlets for Digital Distribution.</p>
Reporting and Payment	<p>Semi-annually (as per 30 June and 31 December respectively), payable ninety (90) days after the expiration of each royalty period; see Section 6.1</p>

In consideration of the mutual obligations as set out in this Agreement, it is agreed as follows (binding provisions):

1 INTRODUCTION & DEFINITIONS

- 1.1 Artist has in his possession the Masters of the recordings which are further specified in Appendix 1 to this agreement and Licensee wishes to exclusively exploit the Masters in the Territory. In light of the foregoing the parties have agreed on the following terms and conditions.
- 1.2 Capitalized terms used but not defined herein take their meanings from Appendix 1.

2 GRANT OF RIGHTS

- 2.1 Artist hereby irrevocably agrees and confirms that the entire copyright and all other rights of a similar nature in the Masters, the performances embodied thereon and all records and videos produced therefrom are hereby exclusively licensed to the Licensee, absolutely throughout the Territory for the agreed Term.
- 2.2 Without prejudice to the generality of Section 2.1 Artist hereby irrevocably grants to Licensee for the Term the following rights throughout the Territory: (i) the exclusive right to make the Masters and any copies thereof available/transfer to the public by any means now or hereinafter known and to exploit the Masters in any manner and by any means in all media, including without limitation, by Digital Exploitation and public performance including to collect the so-called “record company share” of any income therefrom; (ii) the exclusive right to make copies of the Masters; (iii) the exclusive right to license the Masters to third

parties including but not limited to Digital Exploitation, synchronization-, compilation- and sampling licenses inside of the Territory; (iv) the right to use and allow others to use (alone or with other materials) the Artist's Name, photograph, likeness, image, and biographical material solely in connection with the exploitation, marketing and advertising of Masters; and (v) all other rights necessary to enable Licensee to exercise the rights granted to it under this agreement.

- 2.3 Artist further appoint Licensee as the exclusive distributor of Artist's YouTube channel and other Channels, including all Content on such Channels, during the Term and throughout the Territory. This appointment includes the right to integrate, monetize, license and exploit such Channels and Content, in accordance with the terms of this Agreement. Artist will provide Licensee and Licensee's third parties administrative-level access to each of the Channels on a continuous and uninterrupted basis throughout the Term, and hereby grant Licensee any and all rights and licenses reasonably required for Licensee to exploit the rights granted under this Agreement with respect to Channels.
- 2.4 Licensee is entitled to license and/or sublicense all of the rights granted to Licensee hereunder to third parties. Licensee may also elect to operate in part via its corporate affiliates, third party contractors and Sales Partners.

3 TERM

- 3.1 Unless terminated early in accordance with the provisions of this Agreement, the initial term of this Agreement runs from the Effective Date through the last day of the calendar month that is three (3) years after the initial release of the Masters.
- 3.2 After that, the Term will automatically continue for additional, consecutive renewal terms each equal to one (1) year (unless terminated early in accordance with the provisions of this Agreement), unless Artist or Licensee gives the other party Notice of termination at least ninety (90) days before the expiration of the initial term (or renewal term); otherwise, a renewal term will automatically apply.
- 3.3 To the extent Artist have a negative balance in Artist's account, the Term will automatically extend (even if a Notice of termination has been sent for any reason, according to section 9) on a month-to-month basis until the end of the month in which Artist's account balance becomes positive. In addition, Licensee's failure to cause its third party's (e.g Orchard or Orchard's Outlets) to delete any Masters from their sites or services will not subject Licensee to any liability other than its obligation to pay through revenues received as though this Agreement were still in place, provided that Licensee must promptly request take-downs after Notice of any such failure. The "Term" of this Agreement means the initial term, the renewal terms, and any applicable extensions.

4 ARTIST'S OBLIGATIONS

- 4.1 The compositions embodied on the Masters shall not have been previously recorded and/or released. The Masters shall consist solely of recorded performances of Artist and shall not include live performances or non-vocal performances.
- 4.2 Artist acknowledges and agrees that Artist is fully responsible for contracting and for paying remuneration and royalties to any producers, musicians, featuring artists, third parties and right holders involved in the recording of the Masters and the production of the photo and artwork or any other material delivered hereunder.

- 4.3 Artist shall deliver to Licensee technically satisfactory master recordings (fully mixed and mastered) of the Masters, in a digital format as instructed by Licensee (see Appendix 2) within five (5) days of execution of this agreement and/or when any Masters during the Term of this Agreement is completed, fully mixed and mastered. Your initial "Delivery" will be complete when Licensee provides written confirmation that you have fully delivered the deliverables in your possession or control as of the effective date.
- 4.4 Artist shall also be responsible for the design and preparation of artwork and shall deliver all artwork related to the Masters at Artist's sole cost and expense. Artist is fully responsible towards Licensee for obtaining necessary consents, licenses and/or other rights necessary for Licensee's exploitation of the Masters (including the artwork and photos) according to this agreement.

5 ROYALTY & OTHER REMUNERATION

In consideration of the rights granted by Artist to Licensee under the terms of this Agreement, Licensee shall pay to Artist a "Royalty" payable in respect of all units of product (excluding returns) calculated on the royalty base price (after deduction of third party charges and technical charges) as follows:

- 5.1 Artist is entitled to 85% of the net receipts actually received by Licensee with respect to Digital Distribution of the Masters - in respect of each and every download/ stream to any Master(s) ("Digital PPD").
- 5.2 No royalty will be payable for a reasonable number of Sound Carriers embodying any of the Masters distributed free for promotional purposes only ("Free Goods").
- 5.3 With respect to licensing of any of the Masters for use as samples or for synchronization in advertising and/or commercials, Artist is entitled to fifty percent (50%) of Licensee's actual net receipts from such licenses.
- 5.4 With respect to licensing of any of the Masters for inclusion on compilations, a royalty of seventy five percent (75%) of the otherwise applicable base rate royalty according to Section 6.1 shall be payable to Artist. As to compilations released by Licensee or by a Licensee Affiliate, no reduction per this Section shall apply.
- 5.5 Licensee shall pay to Artist seventy five percent (75%) of all public performances and broadcasting fees received by Licensee.

6 ROYALTY STATEMENTS & PAYMENT OF ROYALTY

- 6.1 Royalty and other remuneration payable to Artist hereunder shall be accounted for semi-annually (as per 30 June and 31 December respectively) and each calendar half year shall thus be considered a royalty period. Licensee shall account to Artist for any royalties and remuneration earned by Artist and actually received by or credited to Licensee no later than ninety (90) days after the expiration of each royalty period. Payment of royalty shall be made against invoice which shall be based on the royalty statements issued by Licensee, no later than fourteen (14) days after Licensee's receipt of the invoice. Artist is duly VAT registered and shall invoice Licensee in accordance with applicable tax legislation and regulations.
- 6.2 In the event that any of Licensee's third party's issues any corrections to prior statements, or after six (6) months has failed to pay Licensee amounts previously paid or credited to you by Licensee, or other errors or omissions are discovered, Licensee may adjust its accountings and payments to you and (if applicable) charge your account accordingly.
- 6.3 Royalty statements shall be sent by e-mail to email (Artist's Email) _____ .Artist shall notify Licensee of any change to the e-mail address set forth herein.

- 6.4 If the royalty for one royalty period is less than 20 EURO plus cost of money transfer (based on Artist's preferred money transfer method), such royalty will not be paid out to Artist, instead the amount will be transferred to the subsequent royalty period.
- 6.5 Artist is entitled to appoint a certified public or chartered accountant acting on Artist's behalf to examine the books and records of Licensee directly pertaining to the statements made hereunder upon thirty (30) days written notice in each instance. The audit shall take place at Licensee's place of business during Licensee's usual business hours, and may not occur more than once a year. Said records, relating to receipts during any accounting period may only be examined as aforesaid during the three (3) year period following receipt by Artist of the statement for said accounting period. All costs of any such audit shall be borne by Artist unless such examination reveals an underpayment of ten percent (10%) or more in which case Licensee shall pay the costs of the audit and the shortfall.

7 WARRANTIES

- 7.1 Artist hereby represents and warrants that: (i) it has the unfettered right to enter into this agreement and has not done and will not do or permit any person to do anything which might curtail or impair any of the rights granted to Licensee herein; (ii) the Masters and any other material to be delivered to Licensee hereunder, such as artwork, do not infringe on any third party's rights; (iii) it has entered into relevant agreements with all parties involved in the recording and the production of the Masters and the artwork and any other material delivered hereunder, including but not limited to Artist, any producers, mixers musicians or vocalists, photographers or similar persons or other third parties and it has obtained necessary consents, licenses and approvals from such third party right holders in order for Licensee to be able to fully exercise its rights hereunder; (iv) the Masters does not contain any samples (neither publishing or recorded); (v) during the period commencing on initial release of the Masters and expiring three (3) years thereafter, Artist shall not (a) record or authorize the recording of; (b) or release any recording embodying, any composition or part thereof embodied on the Masters.
- 8.2 Without limitation of any of Artist's obligations herein, Artist will, promptly upon request, provide Licensee with copies of all artist, producer, Distributed Label and other contracts and documents necessary to evidence Artist's (and as applicable, your Distributed Label's) right and title in and to any particular Recordings and Compositions. Licensee will keep such documents confidential.
- 8.3 Licensee hereby represents and warrants that (i) it shall use its best endeavors to advertise, promote and publicize the Masters throughout the Territory.

8 INDEMNIFICATION

- 8.1 Artist shall indemnify Licensee and its assignees and sub-licensees and hold each of them harmless from and against any and all claims, demands, losses, damage, liability costs and expenses including reasonable legal fees arising out of or by reason of any breach or alleged breach by Artist of any of the representations, warranties or agreements made hereunder.
- 9.2 Upon notice of any such claim against Licensee, Licensee is, upon written notice to Artist, entitled to withhold, from the amounts payable to Artist under this agreement such amounts as may be reasonably necessary to protect Licensee until liability upon any such claim has been finally settled, determined and paid and Licensee has been reimbursed its actual out of pocket costs and expenses including reasonable legal fees incurred in connection therewith. Licensee agrees that any such claim shall not be compromised or settled by Licensee without the prior written consent of Artist, such consent not to be unreasonably withheld.

9 TERMINATION

Artist may terminate this agreement at any time with a three (3) months written notice to the Licensee. Upon such termination all master recordings that has already been delivered by the Artist (according to section 4.3 of this agreement) and exploited or made available to the public by the Licensee or by any third party engaged by the Licensee (including by The Orchard and Orchard's Outlets), will continue to be exclusively licensed to the Licensee, absolutely throughout the Territory for the remaining term, according to the contract period defined in section 2 above – for three (3) years after the initial release of the Masters, cf section 7.1 (v). This means that during the period commencing on initial release of the Masters and three (3) years thereafter, Artist shall not record or authorize the recording of, or release any recording embodying, any composition or part thereof embodied on the Masters.

10 MISCELLANEOUS

- 10.1 Masters will be released on the date(s) that you specify in accordance with Licensee and Licensee's third party's standard release schedule and deadlines provided that you satisfy the applicable delivery requirements in sufficient time. Otherwise, Artist will be responsible for any additional costs incurred as a result of such failure.
- 10.2 Licensee is entitled to transfer and assign this agreement to a company within the same group, company structure and to a third party acquiring all or a major part of Licensee's assets.
- 10.3 The parties shall not directly nor through a third party disclose the specific terms of this agreement except insofar: (i) as disclosure is reasonably necessary to carry out and effectuate the terms of this agreement; (ii) as a party is required by law to respond to any demand for information from any court or governmental entity; (iii) as disclosure is necessary to be made to a party's independent accountants for tax or audit purposes; and (iv) as disclosure is necessary to be made to a party's legal advisors.
- 10.4 It is understood and agreed that in entering into this agreement Artist shall have the status of an independent contractor.
- 10.5 Artist hereby irrevocably authorizes and appoints Licensee, its licensees and assignees, its agents and attorneys to institute in any part of the Territory in the name of Artist and/or Licensee any law suit, action or proceedings which Licensee shall think necessary for the protection and enforcement of the rights hereunder. Any such action or proceedings shall be instituted and maintained by Licensee in good faith at the expense of Licensee and Licensee agrees to account to Artist fifty per cent (50%) of any monies becoming payable to Licensee as a result thereof after deduction therefrom of Licensee's actual expenses (including but without limitation legal fees) incurred in connection therewith.
- 10.6 This agreement sets forth the entire understanding between the parties in respect of the subject matter hereof and shall replace any and all prior written and/or oral agreements, discussions and or arrangements between the parties.
- 10.7 Any amendments of this agreement must be made in writing and shall be executed by both parties in order to be valid. And all notices delivered hereunder shall be done in writing to the addresses as stated herein.
- 10.8 The headings used in this agreement are intended for reference only and shall not be deemed part of this agreement.
- 10.9 Artist fully understand the terms of this agreement and have had the opportunity to seek legal advice regarding its contents. Artist assures that Artist has entered into this agreement willingly and have the legal right to do so.
- 10.10 Both parties are conscious that this agreement could be used for legal purposes in the event of breach by either party.

11 GOVERNING LAW AND DISPUTES

11.1 This agreement shall be construed in accordance with and governed by the laws of Norway. Any disputes, controversy or claims under or in relation to this agreement shall initially be settled in first instance by the Oslo District Court.

This Agreement has been executed in two (2) originals of which the parties have taken one (1) each.

Oslo, (dd/MM/YYYY) _____
Fruitbeat Records AS

Tore Lande
.....

(dd/MM/YYYY)

Artist Name

Artist / Band Members

Signature

Name of Artist

Signature

Name of Artist

Signature

Name of Artist

Signature

Name of Artist

Signature

Name of Artist

Signature

Name of Artist

Exploitation;

- “Digital Exploitation”** means the dissemination or transmission in non-analogue form of Masters or recordings or any part thereof as the case may be in a non-material form by means of wired and/or wireless terrestrial and satellite telecommunications systems all forms of television radio cable DSL optical fiber telephone and computer network by which consumers are enabled to see hear or otherwise experience recordings/videos without delivery of a physical carrier and whether delivered for permanent use or on a pay-per-view basis a pay-per-channel basis or otherwise and whether stored by the user or stored by a supplier.
- ”Free Goods”** Sound Carriers for which Global Music Garden does not receive any remuneration, (e.g. 11/10 sales, copies free of charge for marketing and/or promotional purposes. Furthermore, discounts given by Global Music Garden shall be converted into the corresponding number of Sound Carriers which shall be deducted and thus included in the definition of Free Goods;
- "Master"** means an Audio Master and/or a Visual Master;
- “Sound Carrier”** any kind of carrier of audio and/or audio visual sound recordings, transmissions of audio and/or audio visual sound recordings, now or hereinafter known, such as vinyl records, CD, DVD, hard drives, USB-memories, mp3-files or any other kind of carriers for transmission of sound recordings on the Internet;
- “Records Sold”** Sound Carriers embodying the Masters sold by Licensee or a sub-licensee by Licensee and for which Licensee has actually received payment, i.e. after deduction for returns, Free Goods and rebates;
- "Performance"** means the singing and/or speaking and/or playing of compositions
- "Recording"** means any recorded performance by Artist embodying sound alone or sound synchronized with visual images (including without limitation Masters)
- “Album”** means a collection of audio recordings (minimum 10 recordings) issued as a single item on CD, record, audio tape or another medium.
- “Channels”** means any and all so-called channels, pages, profiles, or similar (including YouTube and other social media platforms) that are owned or controlled by you (including via Distributed Labels, if any), as well as all content included therein (the “Content”).
- "Visual Master"** means a Master embodying visual images together with the Audio Master;

“Fruitbeat Affiliates”

shall mean any entity which is at the relevant time a subsidiary or holding company of (or controlling, controlled by or under common control with) such company or a subsidiary of such holding company (control and related words meaning the possession of power to direct or cause the direction of the management and policies of the relevant entity, whether through the ownership of voting securities, by board appointment, by contract or otherwise);

APPENDIX 2 – ORCHARD CONTENT GUIDELINES

Orchard accepts only Recordings of first-class commercial quality, as determined in Orchard's sole discretion, as set forth below (the "Deliverables").

Submissions of the following should be made via Orchard's internet-based tool, for which you will receive log-in information:

- digital uploads of the Recordings
- complete artwork
- complete and accurate metadata

In addition, you will deliver:

- complete letters of direction, if requested as described in Section 4.05 of the main body of the Agreement
- administrative-level log-in rights and access for each of your Channels Orchard does not accept the following content for distribution:
 - Any content which is in any manner inconsistent with the style guides or content guidelines promulgated by DSPs (including the iTunes Style Guide and the Spotify Content Infringement Guidelines)
 - Any content breaking rules in the iTunes Style Guide or Spotify Content Infringement Guideline
 - Any content with misleading metadata or artwork
 - Any content containing artists found in our Hidden Artist List (which will be updated from time-to-time)
 - Duplicated albums: a duplicated album contains at least 50% of the same tracks as another album
 - Tracks that have been delivered more than 5 times
 - Any non-exclusive or Public Domain master sound recordings
 - Soundalike or generic/misleading Tribute releases
 - Karaoke
 - Low budget content with little editorial value
 - Generic concepts
 - Fake or keyworded artist names
 - Generic artists, orchestras, or performers
 - Generic holiday content
 - Thematic style Classical compilations
 - Titles packed with keywords
 - Low-quality cover art
 - Radio broadcasts
 - Any content without clear chain of title

If you have any questions, please reach out to your Client Manager or contact us at records@globalmusicgarden.com.

Please note: These content guidelines are subject to change.