

PUBLISHING AND ADMINISTRATION AGREEMENT

between

Name : Fruitbeat Publishing
By Global Music Garden AS Org. No. 897 874 172
Address: Stovner Senter 1
0985 Oslo
Norway

(hereinafter the "Publishing Company")

And

NAME	ID Type	ID Number	Address

(hereinafter referred to as the "Composer").

The Publishing Company and the Composer will be jointly referred to as the "Parties" or individually as a "Party".

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

Term	10 years, with option to extend with 1 year at the time, see Section 3.1 and 3.2
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Territory	Worldwide; see Section 2.
Income/Royalty	<p>Mechanical income and performance income: Composer: 66.66% Publishing Company: 33.34%</p> <p>Mechanical income and performance income through sub-publishing: Composer: 50% Publishing Company: 25% Sub-publisher: 25 %</p> <p>Net income from any other use and exploitation of works shall be divided between the Parties with fifty percent (50%) to Composer and fifty percent (50%) to the Publishing Company.</p>
Synchronization	50% of net receipts; see Section 4.5 d
Collection Societies	TONO, NCB (or alternative equivalent organization Composer is a member of), see Section 4.5.
Reporting and Payment	Semi-annually (as per 30 June and 31December respectively), payable (45) days after the expiration of each accounting period; see Section 6.

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

1. SUBJECT MATTER OF THE AGREEMENT

This agreement, hereinafter the "Agreement", regulates the Parties' rights and obligations to each other in connection with the commercialization of the Composer's activities as composer and songwriter.

2. TERRITORY

This Agreement shall be valid and in force in the whole world, hereinafter called the "Territory".

3. DURATION OF AGREEMENT AND OPTIONS

3.1. Exclusivity Period

The term of this Agreement commence on the date the Agreement is signed and continues for a period of ten (10 years) ("Exclusivity Period"). The Exclusivity period may be extended in accordance with paragraph 3.2.

3.2. Options

The Publishing Company has the option to extend the Exclusivity Period for one (1) year at the time, which means that each ("Option") will have a duration of one (1) year.

The Options shall be considered as automatically exercised by the Publishing Company without any giving written notice of such exercise and the Term will automatically continue for consecutive renewal terms of one (1) year each unless Composer or The Publishing Company gives the other Notice of termination at least ninety (90) days before the expiration of the current Exclusivity Period or Option Period. Upon such notice, The Agreement Period will continue to last until the end of the current Exclusivity Period or Option Period.

If advances under this Agreement or other payments made to the Composer is not recouped by the Composer's royalties upon expiry of the Exclusivity Period such Exclusivity Period shall be extended until the end of the accounting period in which all amounts are recouped.

The Publishing Company reserves the right to assign this Agreement, or some of the rights granted under this agreement, to any subsidiary, affiliated company or another third party as long as the Composer's rights under this Agreement is taken care of.

4. PUBLISHING RIGHTS

4.1 Rights

The Publishing Company is granted the exclusive rights in the Territory during the Exclusive Period (as defined in section 3.1 and 3.2 above) to the music publishing of all compositions written by the Composer and not earlier published, whether they are written alone or with others and whether they are written before or during the Agreement Period, and whether they are written for the Composer or for others (the "Compositions").

Upon the execution of this Agreement the Publishing Company acquire the rights in and to the Compositions to the extent permissible under applicable or future legislation in accordance with this Agreement.

This includes (but is not limited to) the following rights:

(i) the right to reproduce and exploit copies of the Compositions in any medium that allows the Compositions to be reproduced (either physical or digital), to make Compositions available to the public by any means now known or in the future;

(ii) to make adaptations, translations and additions in or to the Compositions;

(iii) to provide perpetual or limited licenses for synchronization / sound recording of the Compositions;

(iv) to exploit the so-called "grand rights" of the Compositions (dramatic / musical adaptations of the Compositions);

(v) to exploit the Compositions through rental, streaming or through other facilities that give the public access to the Compositions, and;

(vi) to exploit other rights on behalf of the right holder of the Compositions, both rights and exploitation opportunities available now and which arises in the future, regardless of the method used.

The Composer's consent must be obtained before the Publishing Company makes use of rights covered by paragraphs (ii) - (iv) above, unless the use at any time is covered by so-called "blanket licenses" given by author's rights organizations such as TONO.

The Composer's moral rights are not affected in any way by this Agreement on a running basis.

4.2 Exclusivity

The Publishing Company will retain the exclusive rights mentioned in this Agreement during the Agreement Period.

4.3 Retention Period

The retention period (the "Retention Period") shall be the Agreement Period plus twenty (20) years, ending on the first following 30th June or 31st December.

4.4 Registration of copyright

If the copyright to Compositions, or renewal or extension thereof, is contingent on notification, registration or any other measures, the Composer grants the Publishing Company the right to provide registration and undertake the measures required to ensure copyright protection of the Compositions. The Composer shall participate in such initiatives if required for implementation.

The Composer will on a running basis during the Term inform the Publishing Company about newly written Compositions and provide information about each Composition and other songwriters who have contributed, in the following manner as set out in annex 1 to this Agreement.

The Publishing Company will organize the practical work and monitoring in connection with the registration, when relevant information is received from the Composer.

4.5 Income

a) Mechanical income and performance income:

Composer: 66.66%

Publishing Company: 33.34%

TONO or Nordic Copyright Bureau ("NCB") handles statements and payments to the Parties.

b) Income from sheet music:

A pro rata amount equal to 10% of the suggested retail price net of VAT.

c) Income from synchronization:

Net income from synchronizations / sound recordings shall be distributed between the Parties with fifty percent (50%) to Composer and fifty percent (50%) to the Publishing Company. "Net income" means all income derived from synchronization licenses for works less all direct costs attributable to such licenses.

e) For other income, worldwide:

Net income from any other use and exploitation of works shall be divided between the Parties with fifty percent (50%) to Composer and fifty percent (50%) to the Publishing Company. "Net Revenue" shall mean all income derived from the respective utilization, net of any direct costs attributable to such exploitation.

f) Taxes paid abroad in connection with Compositions covered by this Agreement which sub-publisher has been repaid shall be distributed in accordance with paragraph e).

4.6 Mechanical income and performance income through sub-publishing.

The Composer's share will be collected by TONO (or alternative equivalent organization Composer is a member of) and paid to the Composer directly. However, in territories where the Publishing Company deems it appropriate it may delegate collections rights to sub-publishers to collect the Composer's income in such territory.

The Composer gives the Publishing Company right to collect and receive 100% of Composer's mechanical income by sub-publishing in territories outside of Norway.

Any revenue from the exploitation of the Compositions received by sub-publishers or other parties acting on behalf of the Publishing Company or Composer shall normally be distributed as follows:

Composer: 50%

Publishing Company: 25%

Sub-publisher: 25 %

4.7 Foreign adaptations

If the Publishing Company enters an agreement with a foreign sub-publisher concerning the Composition being translated, a foreign writer and/or composer can receive up to 16.67%, or a higher percentage if this is confirmed by TONO and the relevant authors' organization. The Publishing Company and the foreign sub-publisher will share forty percent (40%) of net income, while the rest should be distributed to the Composer.

4.8 Composer's delivery commitments

The Composer undertakes to deliver to the Publishing Company a minimum of one (1) new Composition 100% composed by the Composer during the Exclusivity Period and the same for each Option Period.

The parties can agree to increase the delivery commitments of Compositions during the Term.

If the Composer has not fulfilled the delivery commitment in this paragraph 4.7 by the relevant Exclusivity Period's end, such Exclusivity Period shall be extended by periods of six (6) months until delivery obligation is fulfilled, however, not exceeding a total of one year extension per Exclusivity/Option Period.

The Composer will on a running basis during the Exclusivity Period inform the Publishing Company about newly written Compositions and provide information about each Composition, other songwriters who have contributed and the Composer's share of the Composition.

4.9 Pre-emption right

If the Composer intends to sell his share of a Composition, the Publishing Company has a right of first refusal.

5 THE COMPOSER'S WARRANTIES AND REPRESENTATIONS

5.1. Before the Composer enters into this Agreement, the Composer warrants to inform the Publishing Company if the Composer has granted any of its publishing rights to another publishing company or third party, and the Composer acknowledges and accepts that immediately upon termination or the expiration of such existing publishing agreements, such granted rights shall immediately be transferred over to the Publishing Company with the right to collect and receive songwriters and publishing income from TONO or other similar organizations to Compositions that the Composer has written prior to the Exclusivity contract period, according to this Agreement.

5.2 The Composer warrants that the Composer has the full right, power and authority to enter into this Agreement.

5.3. The Composer warrants that the Composer holds and / or have full right and authority to transfer all rights to the Compositions set forth in Exhibit A and granted under this Agreement and that those granted rights are not in any way limited with regard to the ownership or right of disposal of other third parties.

5.4. The Composer guarantees that none of the Compositions set forth in Exhibit A violates or is in violation of someone else's copyright or contractual rights.

5.5. The Composer warrants that the Composer is a member of TONO or other similar authors' rights' organization. Otherwise the Composer commits to register in TONO or similar organization immediately after the signing of the Agreement.

5.6. The Composer confirms that there is no agreement that gives any other publishing company rights to collect and receive songwriters and publishing income from TONO or other similar organizations for the Compositions set forth in Exhibit A.

5.7. The Composer warrants that he or she will keep the Publishing Company informed about their current and up-to date e-mail, mail and bank accounts, as well as its potential tax liabilities.

5.8. The Composer undertakes to keep the Publishing Company harmless against any loss, any liability, any damage and any expenses (including, but not limited to, costs and reasonable attorney's fees) caused by the Composer's breach of the Agreement.

6 ACCOUNTING

The Publishing Company shall account for the Composer's royalty within 45 days after the 30 June and 31 December each year. Payments to Composer shall be made within 45 days from these dates.

The Composer has the right to engage an accountant to examine the Publishing Company's statements and accounts. The inspection shall be made on the company's office during normal working hours, and the notification shall be given at least 14 days before the inspection.

Costs associated with such inspection shall be borne by the Composer, unless such inspection reveals an unjustified deviation exceeding 10 %.

7 CONFIDENTIALITY

The content of this Agreement shall be confidential between the Parties. However, this does not cover information for legal or other assistance as deemed necessary to ensure the Parties' rights.

8 JURISDICTION

This Agreement shall be construed in accordance with Norwegian law and the Parties accept the Oslo City Court as legal venue.

9 LEGAL ASSISTANCE AND PARTIES 'SIGNATURES

The Composer acknowledges by signature on this agreement that The Composer used expert legal advice before entering into this Agreement.

This Agreement is issued in two copies; where each Party shall retain one copy.

Fruitbeat Publishing
by Global Music Garden AS

Composer

Signature: _____

Name:

Date:

Signature: _____

Name:

Date:

EXHIBIT "A" to the Publishing and Administration Agreement dated as of (dd/MM/YYYY) _____ between Fruitbeat Publishing by Global Music Garden AS, a corporation formed under the laws of Norway, org.nr 897 874 172 with address at Stovner Senter 1, 0985 OSLO, Norway ("Publisher") and (Name of Composer) _____, an individual located in (Address of Composer) _____ (hereinafter, individually and collectively, the "Composer(s)").

Copyright Assignment

The Composer(s) collectively, jointly and severally hereby sell, assign, transfer and set over unto Fruitbeat Publishing and its respective successors and assigns thirty three (33.34 %) percent of all right, title and interest in and to the copyrights in the following musical composition(s) which were written by the following indicated persons:

Title	Writer	Share	Registration No.
	•	%	
	•	%	
	•	%	
	•	%	
	•	%	
	•	%	
	•	%	
	•	%	
	•	%	
	•	%	
	•	%	
	•	%	

and said respective percentages of all of the right, title and interest of the undersigned, vested and contingent, in and to the full term of copyright therein and thereto.

EXHIBIT "B" to the Publishing and Administration Agreement dated as of (dd/MM/YYYY) _____ between Fruitbeat Publishing by Global Music Garden AS, a corporation formed under the laws of Norway, org.nr 897 874 172 with address at Setra vei 2A, 0786 OSLO, Norway ("Publisher") and (Name of Composer) _____, an individual located in (Address of Composer) _____ (hereinafter, individually and collectively, the "Composer(s)").

DIRECTION LETTER

(dd/MM/YYYY) _____

To: ALL RECORD MANUFACTURERS LICENSED TO MECHANICALLY REPRODUCE COMPOSITIONS SPECIFIED HEREIN

Please be advised that effective as of (dd/MM/YYYY) _____, we have granted to Fruitbeat Publishing by Global Music Garden AS, (Publisher) and its licensees and assigns, the exclusive right, throughout the world, in respect of compositions of which the undersigned is the copyright proprietor, including those compositions listed on Schedule A annexed (the "Composition"):

1. to license and cause others to license the use of the Composition; and
2. to administer and grant rights in and to the Composition and the copyrights therein; and
3. to publish and sell sheet music and/or folios of the Composition if it so elects; and
4. to collect all monies payable with respect to the Composition, including monies earned but not paid prior to the effective date hereof; and
5. to otherwise administer the Composition and the copyrights therein and to act as the publisher thereof.

Signature of Composer : _____

Name of Composer : _____

Date: _____

Signature of Composer : _____

Name of Composer : _____

Date: _____

Signature of Composer : _____

Name of Composer : _____

Date: _____

(For more than 3 Composers, please place signatures, names, and dates on a separate sheet, and send together with the contract)