



## BIT2MUSIC MULTI-MEDIA DIGITAL DISTRIBUTION LICENSE AGREEMENT

This Digital Distribution License Agreement (“Agreement”) is made effective as of \_\_\_\_\_ (“Effective Date”), by and between BIT2MUSIC MULTI-MEDIA (“B2MMM”), and \_\_\_\_\_ (Company).

1. EXCLUSIVE DIGITAL DISTRIBUTION LICENSE. Company hereby grants B2MMM the exclusive right worldwide, during the Term, to:

1.1.1. act as the licensor and digital distributor of Company’s Content to Resellers worldwide, and authorize such Resellers to promote, sell, distribute and deliver encoded versions of the Content to Service Users in digital form.

1.1.2. Act as the digital asset manager of Company’s Content to YouTube worldwide, fingerprint, and monetize digital assets.

1.1.3. reproduce and convert Company’s Content into digitally encoded files in any format now known or hereafter devised, including the assignment and insertion of ISRC codes; and collect, administer and distribute proceeds from Resellers’ use of Company’s Content, in accordance with this Agreement.

Associated Rights. Company hereby grants B2MMM the right during the Term, to authorize Resellers to perform Preview Clips of the Masters and to use the artwork, track and/or album names associated with the Masters.

Promotional Rights. Subject to Company’s consent, B2MMM shall have the right to repackage Company’s Content with other digital media content in the form of branded or co-branded compilations and other such forms.

## 2. COMPANY’S OBLIGATIONS

2.1.1. Company shall clear all rights to the Content necessary for B2MMM to reproduce works of the Content. Company shall notify B2MMM in writing of any restrictions that may apply to the sales of Company’s Content, including any territorial resale restrictions.

2.1.2. Company shall be responsible for all royalties payable to publishers of Compositions and any other royalties payable with respect to the Content. Company shall hold B2MMM harmless from any and all claims, including reasonable attorney’s fees arising from Company’s breach of this Section.

2.1.3. Company shall deliver the Content to B2MMM with all information to identify Compositions, album titles, album artist(s), catalog numbers, track numbers, and whether Masters contain explicit lyrics.

### 3. B2MMM'S OBLIGATIONS

3.1. B2MMM shall use reasonable efforts to promote and market Company's Content.

3.2. Upon termination of this Agreement, B2MMM shall, upon termination or receipt of written notice from Company, remove Company's Content from its Digital Music Service.

### 4. OWNERSHIP

4.1. All rights in and to the Content and any other materials provided by Company to B2MMM shall at all times be owned exclusively by Company.

### 5. COMPENSATION

5.1. B2MMM shall collect from Resellers all sums due arising from sales of Company's Content to Service Users. B2MMM shall pay eighty percent (80%) of the sales to Company and shall retain twenty percent (20%) of the sales as its distribution fee if not pay to distribution.

5.2. Promptly following the end of each calendar month B2MMM shall compute the amount due and shall, within forty five (45) days, send a detailed statement to Company. B2MMM shall send payment to Company provided that the total sales payable to Company total at least \$100.00. Notwithstanding, B2MMM shall make payments to Company no less frequently than every months, regardless of the amount of sales due.

5.3. Books and Records. B2MMM agrees to maintain accurate books and records of all transactions concerning Company pursuant to this Agreement, which such books and records may be inspected by a Certified Public Accountant or attorney designated by Company, at Company's expense, upon reasonable notice to B2MMM, at B2MMM's office and during normal business hours.

### 6. TERM AND TERMINATION

6.1. This Agreement shall commence on the Effective Date and shall continue for an initial term of three (3) years. Thereafter, the Agreement shall automatically renew for one-year terms unless Company provides written notice to terminate this Agreement.

6.2. Upon termination of this Agreement, B2MMM shall cause Resellers to promptly remove and withdraw Company's Content from its Digital Music Service.

### 7. COMPANY'S REPRESENTATIONS AND WARRANTIES

7.1. Company has full authority to enter into this Agreement and warrants that it shall fully comply with all obligations.

7.2. Company owns or controls the necessary rights for the music provided to B2MMM. B2MMM shall not violate the copyright or intellectual property right of any third party.

7.3. B2MMM may authorize Resellers to make previews available for promotional or marketing purposes, free from royalties for any publishing or public performance licenses.

## 8. LIMITATION OF LIABILITY

8.1. Each party shall defend and the other party (including its directors, members, officers, employees and other representatives) against any expenses or losses resulting from a claim of breach, third party or otherwise, or a claim which if true would constitute a breach, of any of the party's respective representations, warranties, or agreements contained herein, including reimbursement of reasonable attorney's fees and litigation expenses. The indemnified party shall give the indemnifying party prompt notice of any claim and, if the indemnified party so requests, the indemnifying party shall defend the indemnified party at the indemnifying party's expense with counsel approved by the indemnified party (which approval shall not be unreasonably withheld or delayed). Any settlement shall be subject to the indemnified party's prior written approval.

8.2. If any claim should be lodged with Bit2Music Multi-Media or any action commenced having as its basis a claim which, if proved, would constitute a breach by Company of any Company's representations, warranties, or agreements contained herein, Bit2Music Multi-Media, in addition to any other right or remedy, shall have the right to withhold from any payments otherwise due to Company an amount equivalent to that claimed or sued for plus reasonably anticipated attorney's fees and costs relating thereto. Any amount so withheld shall be credited to Company account (after deduction of any amounts Bit2Music Multi-Media may retain under this Section 8) when Bit2Music Multi-Media shall have received reasonable assurances that the claim or action has been finally settled or fully adjudicated and the judgment satisfied, or that the statute of limitations on such claim has run, or when reasonable and adequate security for the claim has been provided by Company to Bit2Music Multi-Media.

## 9. CONFIDENTIALITY

9.1. Except as required by law, each party will maintain in strict confidence all confidential information and will not reveal to any third party the terms and conditions of this Agreement.

## 10. GENERAL

10.1. All notices required hereunder shall be in writing. Company's notices shall be delivered to:

B2MMM's notices shall be delivered to:  
Bit2Music Multi-Media  
341 Porto Bello Heights  
Montego Bay, St. James  
Jamaica, W.I JMCJS13

10.2. All disputes arising from this Agreement shall be governed by the laws of the State of Florida.

10.3. In the event that any action in connection with this Agreement is instituted by one party against another party, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs incurred in any such action.

10.4. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

10.5. Company hereby grants Bit2Music Multi-Media the non-exclusive right to manage all rights stated in the digital copyright act including piracy issues, copyright infringement and electronic take down notices sent to Digital Service Provider for the musical works listed in Schedule A.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

BIT2MUSIC MULTI-MEDIA.

Name (print here): Carlton S. Brown

By (sign here): \_\_\_\_\_

Title: C.E.O

COMPANY

Name (print here): \_\_\_\_\_

By (sign here): \_\_\_\_\_

Title: Owner