



Soundscape Media Non-Exclusive Agreement Notes:

You or the band must own all the rights to all music you want to include in our catalogue and it must be original music composed by you and/or the band (all writers must sign), no covers, no sampling accepted. Please send us all your music that you own and that you would like to make available for licensing with us.

*****PLEASE INCLUDE INSTRUMENTAL VERSIONS FOR ANY VOCAL SONGS IF AVAILABLE*****

*****INSTRUMENTAL MUSIC IS IN VERY HIGH DEMAND FOR LICENSING.*****

Upon completion we will then officially be able to add your music to our catalogue making it available for licensing for Film/TV and other media productions on a non-exclusive basis. You will maintain all ownership and the copyright of your music, our role is only to represent your music and sell licenses on your behalf for the use of your music in Film/TV/Media.

Since this agreement is a non-exclusive one, you will not be bound only to us for representation for the music you sign with us, You will be able to use your music with other music libraries or labels or for any other uses you desire as long as their agreements don't conflict with our agreement.

Please direct any questions to writers@soundscapemedia.com.

We look forward to working with you!

The Soundscape Media Team



SONG/MASTER REPRESENTATION AGREEMENT

This Agreement is made as of _____, between:

Soundscape Media Inc.
("Soundscape")

and

(Composer 1) _____
(Composer 2) _____

(jointly, severally and collectively being, "Composer")

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1 – INTERPRETATION

1.1 Definitions.

In this Agreement:

- (1) **Compositions** means the musical composition(s) listed on Schedule "A" attached hereto which has/have been written by Composer, including all existing and future arrangements and adaptations of such composition(s).
- (2) **Gross Receipts** means any and all revenue, income and sums derived and actually received by Soundscape from the exploitation of the Compositions, including, without limitation, mechanical royalties, synchronization fees, dramatic use fees and printing income.
- (3) **Initial Term** has the meaning ascribed to such term in Section 7(1).
- (4) **Masters** means the master recordings of the Compositions, as further described in Schedule "A" attached hereto.
- (5) **Net Receipts** means Gross Receipts less all costs incurred by Soundscape in respect of the use or exploitation of the Compositions or Masters, including, without limitation, the following costs: (a) royalties, fees or other amounts payable to or retained by any third parties, including, without limitation, sales agent, distributor or sub-distributor, sub-publisher, collection agent or administrator fees or commissions, transaction processing fees, credit card transaction fees, electronic commerce processing fees or Internet referral fees (such as fees payable to any third party who, through such party's website, email or other means, refers customers to Soundscape); (b) costs related to any claim or suit brought by or against Soundscape in respect of the Compositions or Masters; (c) sales and withholding taxes; (d) costs of collecting of Gross Receipts; (e) costs of enforcement of rights; and (f) any other costs or expenses in connection with the use or exploitation of the Compositions or Masters.



- (6) **Performing Rights Society** means the Society of Authors, Composers and Music Publishers of Canada (SOCAN), the American Society of Composers, Authors and Publishers (ASCAP), and Broadcast Music Incorporated (BMI), and any other affiliated performing rights society in the world.
- (7) **Renewal Term** has the meaning ascribed to such term in Section 7(1).
- (8) **Term** means the Initial Term and all Renewal Terms, collectively.

SECTION 2 - GRANT OF RIGHTS

(1) **Rights in Compositions.** Composer hereby irrevocably grants to Soundscape, during the Term, the non-exclusive right and authority to, and to permit others to, print, publish, sell, dramatize, synchronize, publicly perform, record, reproduce, transmit or otherwise use or exploit the Compositions (in whole or in part) by any and all means and in any and all media now or hereafter known, throughout the universe and for the term of copyright in the Compositions and all extensions and renewals thereof. For greater certainty, the rights granted to Soundscape hereunder shall include, without limitation, the non-exclusive right, without further authorization from the Composer, to:

- (a) execute in Soundscape's own name licenses and agreements respecting the use or exploitation of the Compositions, including, without limitation, licenses for mechanical reproduction, public performance, dramatic uses, synchronization uses and sub-publication;
- (b) make or cause to be made masters, records, transcriptions, sound tracks, pressings, re-recordings and any other mechanical, electrical or other reproductions of the Compositions, in whole or in part, including the right to synchronize the same with sound motion pictures, and the right to manufacture, advertise, license or sell such reproductions for any and all purposes, including without limitation private performances and public performances, radio broadcast, television, sound motion pictures, wired radio, phonograph records, and any and all other means or devices whether now known or which may hereafter come into existence, and to collect all fees and royalties becoming due with respect thereto;
- (c) perform the Compositions publicly, whether for profit or otherwise, by means of public or private performance, radio broadcasting, television or any and all other means whether now or hereafter known, and to collect all fees and royalties becoming due with respect thereto (other than the Composer's share of public performance fees);
- (d) make any arrangement, adaptation or translation of the Compositions or any of them, in whole or in part; and
- (e) substitute, translate, modify, edit and/or re-title the Compositions and/or to combine the Compositions (in whole or in part) with the works of others.

(2) **Rights in Masters.** In addition, Composer hereby irrevocably and without limitation grants and assigns to Soundscape, during the Term, the non-exclusive right throughout the universe to use, exploit, and otherwise deal in and for the Masters. For greater certainty and without limitation to the foregoing, Soundscape shall have the irrevocable and non-exclusive right throughout the universe to and to permit others to use and exploit the Masters in whole or in part by any and all means and in any and all media and fields of use now or hereafter known, on such terms as Soundscape may in its sole discretion determine, including, without limitation, the non-exclusive right, without further authorization from Composer, to and to authorize others to:



- (a) manufacture, reproduce, sell, lease, perform, publicize, transmit, promote, advertise, license and/or distribute one or more sound track records, compilation records or other records (including both audio only and audio-visual records) of any kind or length embodying any or all of the Masters, by any and all means and in any and all formats and configurations and in any and all media and fields of use now or hereafter known, including, without limitation, by means of retail sale, internet sales or electronic distribution;
- (b) use and perform the Masters (or portions thereof) in timed relation with motion pictures, television programs, advertisements, trailers, "music videos," and any other audio-visual works for exploitation in any and all media now known or hereafter devised; and
- (c) edit, modify, add to, dub, re-produce and/or re-mix the Masters and/or combine all or any portion of the Masters with other works.

(3) **Recording Costs.** Composer represents and warrants that Composer has paid all costs incurred with respect to the production and exploitation of the Masters.

(4) **Name and Likeness Rights.** Composer hereby irrevocably and without limitation grants to Soundscape the right to and to permit others to use the names, likenesses, photographs and/or biographical materials of Composer in connection with the exercise by Soundscape of all rights granted to it pursuant to this Agreement. Upon execution of this Agreement, Composer agrees to provide Soundscape with copy of Composer's updated and current biographical materials, as well as copies of any current professional photographs.

(5) **Waiver of Moral Rights.** Composer hereby irrevocably and without limitation and throughout the universe waives in favour of Soundscape and Soundscape's assigns, successors and licensees any and all moral and like rights Composer may have in and to the Compositions, Masters or any photographs, biographical materials or other materials or works of any kind provided by Composer hereunder.

(6) **Tracking.** In order to differentiate uses of the Compositions under this Agreement from those of any other agreements entered into by Composer, Soundscape shall re-title the Compositions and shall have the right to register the re-titled Compositions with SOCAN and/or any other Performing Rights Society.

SECTION 3– ALLOCATION OF REVENUES

- (1) **Receipts.** Soundscape shall be entitled to collect and receive all Gross Receipts.
- (2) **Composer's Revenues.**
 - (a) Soundscape shall pay to Composer a sum equal to 50% of all Net Receipts actually received by Soundscape with respect to all uses of the Compositions and/or Masters, except as set out in Section 3(2)(b) below.
 - (b) It is expressly understood and agreed that Composer shall receive 100% of the so called "writer's share" of public performance royalties in connection with the Compositions throughout the world directly from the Performing Rights Society of which Composer is a member or with which Composer is affiliated. With respect to the so called "publisher's share" of public performance royalties with respect to the Compositions, Soundscape shall be entitled to collect and retain 100% of the publisher's share of public performance royalties in connection with the Compositions throughout the world.



- (3) **Publisher's Revenues.** Soundscape shall be entitled to retain, for its own account, all Net Receipts less all amounts payable to Composer pursuant to Section 3(2).
- (4) **Royalty-free Copies.** Soundscape shall not be required to pay any royalties or other amounts with respect to professional or complimentary printed copies of the Compositions or copies of the Masters, or copies of recordings of the Compositions (including the Masters) which are distributed gratuitously for advertising or promotional purposes, or sold at or below cost.
- (5) **Withholding.** Soundscape shall have the right to deduct and withhold from amounts payable to Composer under this Agreement all applicable withholding taxes and to remit same to all applicable taxing authorities as required by law.
- (6) **Statements and Payment.** Soundscape shall deliver to Composer a statement of all Net Receipts and all amounts due to Composer, on at least a semi-annual basis, together with payment of all such amounts, if any, due to Composer for the reporting period in question. For each reporting period, Soundscape shall render its statements and make payment to Composer for amounts due to Composer within 60 days following the end of the applicable reporting period. Notwithstanding the foregoing, Soundscape shall not be required to render a statement to Composer for any reporting period in respect of which Composer is not entitled to receive any Net Receipts. If total payable to Composer is less than \$50 CAD in any reporting period then Soundscape shall have the right to withhold the amount payable to Composer until the next reporting period in which the balance is greater than \$50 CAD before payment is made.

SECTION 4 – REPRESENTATIONS AND WARRANTIES

Composer represents and warrants that:

- (a) The title, music and lyrics of the Compositions were written and composed solely by the Composer and Schedule "A" hereto accurately reflects the details of:
(Composer 1 Name) [REDACTED] **and**
(Composer 2 Name) [REDACTED]
share of all right, title and interest in and to the Compositions immediately before the execution and delivery of this Agreement;
- (b) the Compositions and Masters are new and original in their entirety and contain no samples;
- (c) neither the Compositions nor the Masters infringe upon the copyright, moral rights, or any other rights of any person, nor are any of them defamatory or unlawful in any way;
- (d) no third party has or has had claims or has claimed any right, title or interest in or to any of the Compositions or the Masters or any part thereof, and there is no suit, claim, action or other proceeding involving the Compositions or the Masters now pending or threatened;
- (e) Composer is (or will become) and shall remain a member in good standing of a Performing Rights Society;



- (f) Composer has the full authority and power to enter into this Agreement, and to grant all rights granted by Composer hereunder and Composer has not granted and will not grant to any third party any rights or interests in respect of the Compositions or Masters which conflict with the provisions of this Agreement or which limit or interfere with the full exercise by Soundscape of all of its rights hereunder;
- (g) Composer has not and will not encumber the Compositions or Masters in any manner which limits or conflicts with the full exercise by Soundscape of all of its rights hereunder
- (h) Composer is the sole owner of all rights in the Compositions and Masters, including, without limitation, all copyright and performer's rights;
- (i) Composer has the right, on Composer's behalf and on behalf of all third parties who participated in or provided services in connection with the making of the Masters, to license the Masters to Soundscape and to grant to Soundscape the rights to use and exploit the Masters as contemplated in this Agreement and no consents, approvals, or permissions of any such third parties or any other third parties are required in respect of the foregoing; and
- (j) Except for the payments required to be paid to Composer hereunder, Soundscape shall not, in connection with its acquisition of rights to the Masters hereunder or in connection with its use or exploitation of the Masters as contemplated herein, be required to make any payments of any nature or kind to any producers, mixers, engineers, performers or other third parties who participated in or provided services in connection with the making of the Masters or to any other third party. In the event that any such payments are or may become payable, Composer shall pay the same in full, promptly and when due.

SECTION 5– INDEMNITY

Composer shall defend, indemnify and hold harmless Soundscape, its shareholders, directors, officers, licensees, assigns and successors from and against any and all claims, actions, damages, losses and expenses (including legal expenses) arising, directly or indirectly, from a breach or an alleged breach by Composer of any representation, warranty or other provision of this Agreement.

SECTION 6 – CLAIMS

1) Soundscape shall have the right, but not the obligation, to take such action as it deems necessary, in the name of any or all of the parties to this Agreement, against any third party to protect the rights and interest acquired by Soundscape under this Agreement. Composer shall, at Soundscape's request, co-operate fully with Soundscape in any controversy which may arise or litigation which may be brought concerning Soundscape's rights and interests acquired under this Agreement. For greater certainty, Soundscape shall have the right to settle, compromise or in any other manner dispose of any matter, claim, action or proceeding and to satisfy any judgement that may be rendered in any manner as Soundscape in its sole discretion may determine.

(2) Any legal action brought by Soundscape against any alleged infringer of the Compositions or Masters shall be initiated and prosecuted by Soundscape, and if there is any recovery made by Soundscape as a result thereof, after deduction of the expense of litigation, including but not limited to legal fees and court costs, a sum equal to 50% of such net proceeds shall be paid to Composer.



(3) If a claim is presented against Soundscape with respect to any Composition or Master, Soundscape shall have the right, until the claim has been fully adjudicated or settled, to withhold any and all amounts that may be or become due with respect to the Composition or Master which is the subject of the claim. Such withholding shall continue until the final resolution or settlement of any such claim.

SECTION 7 – TERM AND TERMINATION

(1) The initial term of this Agreement (the “**Initial Term**”) shall commence upon the date hereof and shall continue for a period of three years, provided that such Initial Term shall automatically renew for consecutive periods of one year (each a “**Renewal Term**”) unless either Soundscape or Composer notifies the other party of its intention not to renew this Agreement within 60 days of the then-current Initial Term or Renewal Term, as applicable.

(2) Upon the expiration or termination of the Term for any reason, all rights of any nature or kind in and to the Compositions and Masters shall revert to Composer, provided, however, that:

- (a) all use or exploitation agreements with respect to the Compositions and/or Masters which are entered into by Soundscape or its licensees during the Term and which continue beyond the Term (collectively, “**Exploitation Agreements**”) shall continue in full force and effect until their natural expiry and Composer agrees to comply with all provisions of such agreements; and
- (b) Soundscape shall retain the right in perpetuity to collect any and all gross monies (including, without limitation, mechanical royalties, synchronization fees and the so called “publisher share” of public performance fees) with respect to the Compositions and/or Masters which are earned (but not collected) during the Term or which are earned after the Term from Exploitation Agreements or from uses or exploitations of the Compositions and/or Masters which are first initiated by Soundscape or its licensees during the Term but continue following the Term, provided that Soundscape shall continue to be responsible for accounting and making payment to Composer for Composer’s applicable share of any such gross monies in accordance with the provisions of this Agreement. (By way of example and without limitation to the foregoing, in the event that Soundscape licenses a Composition and/or Master for use in a television movie, Soundscape shall be entitled in perpetuity to collect all synchronization fees, royalties or other amounts which are earned from the use of the Composition and/or Master in connection with the television movie).

SECTION 8 – GENERAL

- (1) **Notices.** Any demand, notice, statement or other communication (a “**Communication**”) required or permitted to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, by registered or regular mail or by transmittal by email addressed to the recipient at the following addresses:



Main Contact Composer or Representative Info (All Payments will be made to this entity)

Name/Business:			
Address:			
City:		State/Prov:	
Postal/Zip Code:		Country:	
Email:			
Payment Paypal Email:			

For Soundscape:

426 Dansbury Drive, Waterloo, ON N2K 3X9, Canada

or at such other address as may be designated by notice by any party to the other in accordance with this Section. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of its delivery and, if given by mail, on the fifth day following its deposit in the mail and, if given by facsimile, on the day of its transmittal.

(2) **No Obligation to Exploit.** Notwithstanding anything else in this Agreement, Soundscape is not obligated to publish or exploit any of the Compositions or Masters. The parties acknowledge that Soundscape has the right to administer and publish compositions other than the Compositions and distribute and exploit master recordings other than the Masters.

(3) **Survival.** All representations, warranties, indemnities, grants of rights and waivers shall survive any termination or expiration of this Agreement.

(4) **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the Compositions and Masters and supersedes any and all prior agreements, negotiations, representations and understandings between any or all of the parties. No modification of this Agreement shall be effective unless made by a written document signed by all of the parties affected by such modification.

(5) **Assignment.** Soundscape shall have the right to assign this Agreement to any third party without the consent of Composer. Soundscape may enter into sub-publishing or collection agreements with, and license or assign this Agreement and any of its rights and obligations under this Agreement to, any third party. Composer shall not have the right to assign this Agreement or any rights or obligations under this Agreement without the prior written consent of Soundscape. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(6) **Further Assurances.** Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement including, without limitation, any documents that Soundscape considers necessary or desirable in connection with the payment to Soundscape of the publisher's share of performing rights and retransmission revenues directly from any Performing Rights Society.



(7) **Exclusive Remedy of Composer.** The sole remedy of Composer for any breach or alleged breach of this Agreement by Soundscape shall be limited to the right, if any, to the recovery of money damages. For greater certainty, Composer shall have no right by reason of any such breach or alleged breach to rescind this Agreement or to any equitable or injunctive relief, and will not seek such relief. The rights and waivers granted to Soundscape under this Agreement shall not terminate or revert by reason of such breach or alleged breach.

(8) **Independent Legal Advice.** Composer confirms that Composer has obtained independent legal advice in respect of this Agreement or has waived Composer's right to do so.

(9) **Additional Compositions or Recordings.** Upon mutual agreement of the parties, additional compositions and/or master recordings may be included as Compositions and/or Recordings under this Agreement.

(10) **Exclusive Offers.** In the event that any third party contacts Soundscape with respect to any purchase or exclusive license of any rights in or to any of the Compositions or Masters, Soundscape shall have the right to refer such third party to Composer and, in the event that Soundscape provides such referral, Composer and Soundscape shall negotiate in good faith the terms on which Soundscape shall be compensated for its services in arranging for such sale or exclusive license.

Governing Law and Jurisdiction. This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable therein, and the parties irrevocably attorn to the jurisdiction of the courts of Ontario

SoundScape Media

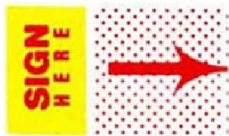
The parties that have executed this Agreement:

SoundScape Media Inc.

By:

Name: Jason Greenberg

Title: President



Name of Composer 1:



Name of Composer 2:



- We fully own all the music that we are submitting to SoundScape.
 - We have not used any unauthorized samples in our recordings being submitted to SoundScape.
 - We have not, and will not make any exclusive deals with music being signed to SoundScape during the term of this agreement.
 - All composers involved in writing the songs in Schedule "A" are listed on this contract.
-

Composer 1 Information

Composer's Performing Rights Organization:

Performing Rights Organization CAE/IPI #:

Composer's Email Address: Composer's

Phone Number: Composers Federal Tax ID# /

Social Security #:

Composer 2 Information

Composer's Performing Rights Organization:

Performing Rights Organization CAE/IPI #:

Composer's Email Address: Composer's

Phone Number: Composers Federal Tax ID# /

Social Security #:



SCHEDULE "A"

Composition Titles

Composers (list all writers who co-wrote each track)

	My Song Title	Composer 1 Name	Composer 2 Name
example			
1.			
2.			
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Composition Titles**Composers (list all writers who co-wrote each track)**

	My Song Title	Composer 1 Name	Composer 2 Name
example			
31.			
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Composition Titles **Composers (list all writers who co-wrote each track)**

	My Song Title	Composer 1 Name	Composer 2 Name
example			
61.			
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Composition Titles

Composers (list all writers who co-wrote each track)

	My Song Title	Composer 1 Name	Composer 2 Name
example			
91.			
92.			
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