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## **None Exclusive Distribution & Sales Agreement**

Dated \_\_\_\_\_ by and between RECORD COMPANY **Cone Records Limited, UK.** (herein called "Company")  
\_\_\_\_\_ (herein called "Artist").

1. Artist, at or prior to the execution hereof, will furnish Company, at Artist's expense, a copy of the recording as detailed in schedule A.

2. Artist further represents and warrants:

- a. It has the full right, power and authority to enter into and to perform this agreement, and it has not granted and it will not grant or attempt to grant to any other person, firm or corporation, rights of any kind inconsistent with the aforesaid grant and which rights would derogate from the rights granted to Company hereunder.
- b. There is no claim or litigation pending or threatened involving the master recording or any part thereof.
- c. Neither the master recording nor any part thereof nor the exercise by any authorised party of any right granted to Company hereunder will violate or infringe upon the rights of any third party.
- d. Artist agrees to be liable for any claims or losses of any type in connection with section 2, outlined above. In addition to liability relating to payment of additional artists responsible for the creation of the compositions relating to this contract.
- e. The said master recording has not previously been registered (or is pending registration) with the MCPS (Mechanical Copyright Protection Society) or PPL.
- f. It owns or controls the copyright and all other rights in and to the master recordings, music videos and the cover artwork.

3. Artist agrees to defend, indemnify and save Company and any of its licensees, agents and employees free and harmless against any and all claims, suits, liability, loss, damage, judgements, recoveries, cost and expense, including attorney's fees, which may be made or brought, paid or incurred by reason of any breach or claim of breach of Artist's covenants, warranties and representations hereunder. Company shall be entitled to designate the defence attorneys engaged in connection therewith. During the pendency of any claim Company may withhold moneys otherwise due to Artist, except that if no suit is filed within twelve (12) months after presentation of a claim, the moneys shall be paid to Artist.

4. As full compensation for the rights granted by Artist in the master recording(s), Company agrees to pay the following:

a. To Artist, a royalty as specified in the attached schedule A

5. The sums to be paid by Company pursuant to the preceding paragraph are intended to include provisions for all royalties of third party recording artist(s) and Artist agrees, without any cost or expense to Company whatsoever, to pay all royalties which may be or become due to third party artist(s) with respect to records manufactured and sold hereunder.

6. Artist agrees to allow the Company to digitally distribute and/or distribute the master recording, music videos and cover art throughout the world until such point this agreement is terminated.

Digital Distribution means any transmission, distribution, dissemination or making available of the master recordings and/or music videos and/or cover artwork (or their digitised content) by any means now known or invented in the future including, but not limited to, telephone, satellite, broadcast, wireless, cable and/or the internet and includes the use of the master recordings and/or music videos and/or cover artwork in Mobile Applications and the manufacture, distribution and sale of Discs on Demand but excludes the manufacture, distribution and sale of records (other than Discs on Demand) in physical formats.

Digital Distribution Service means any third party licensee with whom the company has entered, or may during the term enter, into a digital distribution agreement, such as but not limited to iTunes, Napster, Rhapsody, Amazon Digital, Virgin, FnacMusic and others that the company may authorize to carry out the marketing, distribution or other use of the master recordings, music videos, associated metadata and cover artwork.

7. Payment of all sums to be paid by Company hereunder shall be made quarterly, upon request from artist, from the date specified on this agreement, and shall be accompanied by a statement setting forth in reasonable detail the computation of such sums.

Artist royalties will only be paid if the royalties collected exceed £50 for any one quarter, a payment will be made by cheque, bank transfer or PayPal. Note that a small handling charge will be deducted from the revenue if either bank transfer / PayPal delivery is used. This charge will reflect identically the charges imposed by the bank used and PayPal inc.

8. All statements shall be binding upon Artist and not subject to objection by Artist unless specific objection in writing, stating the basis thereof, is given to Company within one (1) year from the date rendered

9. Company will take usual and customary steps to protect the copyright in the sound recordings, including the use of appropriate notices of copyright.

10. Without limiting the generality of any of the foregoing, the exclusive rights hereby granted to Company include the following:

a. The right to distribute sell and collect revenue/royalties on behalf of the artist of the phonograph records containing the performances embodied in the said master recording upon such terms and conditions as Company shall desire or may agree.

b. To enable the company to make its services available to you, you hereby irrevocably grant to the company during the Term and throughout the Territory:

i. the licence and consent to (and to authorise Digital Distribution Services to) store, reproduce, convert, digitize, copy and encode the master recording, music videos, associated metadata and cover artwork in digital format and to exploit the master recording, music videos, associated metadata and cover artwork by Digital Distribution including, without limitation, the rights to:

1. stream, perform and make available across chosen networks, the master recording, music videos, associated metadata and cover artwork and to promote the sale and distribution of the master recording and/or music videos.

2. promote, distribute, and deliver (whether or not as conditional downloads) the master recording, music videos, associated metadata and cover artwork in digital form, as individual tracks, ringtones or entire albums, with Associated Metadata and Cover Artwork, to online and wireless Digital Distribution Services;

3. stream the master recording and/or music videos, either on-demand or as part of an internet radio or video service;

4. use the master recording, music videos, associated metadata and cover artwork, any information relating to tracks and/or albums contained therein, Your name and professional name and likenesses, images and photographs of You and biographical material relating to You, in connection with the master recording and/or music videos and/or the companies services.

#### 11. Mediation-Arbitration Clause:

If a dispute shall arise under the terms of this agreement, the party claiming the dispute shall have 30 days to notify the other party in writing. The party not claiming the dispute shall have 30 days to remedy the dispute. In the event that the dispute is not remedied within this time period, then any party at their option shall have 10 days to submit the dispute to mediation. The arbitrator's award shall be final, and judgment may be entered upon it by any court having jurisdiction thereof.

11a. If at any point the Artist and/or Company wishes to terminate this agreement, it must be done so in writing. Upon termination, some 'take down' costs may be charged by digital distributors. If this arises, these shall be payable out of the Artist account. If there are insufficient funds available, an invoice will be issued to the Artist by the company to cover these costs. Until these costs are paid the contract will remain in place.

12. Notices will be deemed to have been served if sent by first-class recorded delivery post, on the third business day after the day of posting.

13. For the purpose of this agreement, the term "record" or "phonograph record" shall mean any disc record of any speed, or any other device or contrivance for the reproduction of sound of any type, character, or description, whether now or hereafter known, which device or contrivance is intended for retail sale to the public and/or jukebox use.

14. Artist agrees that it enters into this contract with all knowledge of its terms, freely and voluntarily, and with a complete understanding of all the consequences it brings.

15. This agreement cannot be modified orally. If any part of this agreement shall be invalid or unenforceable it shall not affect the validity of the balance of this agreement.

16. This agreement shall be binding and shall inure to the benefit of the respective parties hereto, their respective successors in interest, legal representatives and assigns, and represents the entire understanding between the parties.

In witness whereof, the parties hereto have entered into this agreement the day and year first above written.

\_\_\_\_\_  
Artist

\_\_\_\_\_  
Signed on Behalf Cone Records by

**Please sign two copies (one will be returned to you) of this agreement along with Schedule A & B and return to us at**

Calder Recordings,  
Unit 9D, Topland Country Business Park,  
Mytholmroyd,  
West Yorkshire,  
HX7 5RU.  
UK.

Return it with your cheque made payable to Calder Recordings for payment (unless you have paid online) and your audio CD. Please also include a CD containing your album / single artwork with the front and back pages clearly stated. All images should be 300dpi resolution and either JPG, PSD or EPS file format. If you already have ISRC codes and/or an EAN-13 Barcode (or equivalent) please advise us of these. Otherwise, we will generate these where applicable.

## **Schedule A**

Pursuant to paragraph 1& 4 of this contract, Company agrees to pay revenue generated to the artist for each unit sold (via physical means or download), according to the following schedule:

100% of all revenue received through the sale of the master recordings detailed below.

100% of all revenue received as a result of airplay royalty collection.

Performer PPL and PRS rights are not covered by this agreement. 50% of the royalties due from airplay are only claimable by the Artist; the additional 50% will be collected by the Company and passed to the artist.

Note that some digital distributors, for example, iTunes, take a proportion of that sales revenue for the services that they provide. This is beyond our control. We pass on all revenue we collect on your behalf to your account.

## **The Master Recordings**

Please enter as much detail as you can.

Album or Single Title:

Artist Name:

Musician Details:

Musician PPL membership numbers (if known)

Track Names (In running order, maximum of 4) and IRSC codes (if known):

Catalogue Number (if applicable) :

Label Name (if applicable) :

EAN - Code (if applicable)

**Schedule B**

For the purposes of this contract, all royalty and revenue payments shall be made payable to:

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and shall be sent to the following address:

Changes to the designated payee or to the address shall be submitted in writing to Cone Records at least three weeks before such changes are to take effect.

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