



DISTRIBUTION AGREEMENT (P&D Deal – Production and Distribution Deal)

Agreement between **FFM Records** whose address is Freedom for Musicians Ltd (Company Number 10183598) Companies House UK (hereinafter referred to as "Distributor") and *[name of artist]* (hereinafter referred to as "Artist") whose address is *[address of artist]* in respect to the non-exclusive distribution of certain recordings as listed in Schedule 1¹ and the performances embodied therein (the "Recordings"), in accordance with the terms and conditions itemised below.

"This Agreement is made on a non-exclusive basis. Artist shall have the right to work with any other third party distributors. However, Artist agrees to inform Distributor of any and all third party distribution of the Recordings delivered to Distributor. Distributor could see its relationship with Licensees hindered in the event Artist does not inform Distributor when releasing elsewhere Recordings previously delivered to Distributor".

1. Term

- a. This Agreement shall last for **1** year continuing automatically thereafter until Artist serves written notice to the Distributor terminating the Term of the Agreement giving no less than three (1) month written notice.
- b. Distributor has the right to cancel the Agreement at any time at its sole discretion by giving Artist a thirty (30) day written notice.
- c. If Artist chooses to terminate this Agreement during the Term, Distributor shall have the right to remain active and to keep commercialising the Recordings and to retain any and all income due to Distributor until the end of period of six (6) months following a written notice of termination by Artist.
- d. At conclusion of the Term, by expire or cancellation, Distributor shall authorise no additional Licensees to exploit the Recordings and shall promptly notify all Licensees to cease exploitation of the Recordings.

¹ List of tracks licensed at the end of the agreement.

Territory: Worldwide

- 2. Grant of Rights:** For the term of this Agreement, Artist hereby assigns, transfers and grants to Distributor all rights to distribute in the Territory without any limitation in and to the Recordings, all copies, and all performances embodied therein, including but not limited to:
- a. The non-exclusive distribution of the Recordings, all duplicates, and all the performances, edited, excerpted, altered in any manner or by any means whatsoever for the term of this Agreement and to distribute and license the Recordings to retailers, service providers, aggregators and other users of any description (the "Licensees") that sell, distribute, transmit, perform or otherwise exploit sound and/or audio-visual recordings by any and all means and media (whether now known or existing in the future) and to collect all income deriving there from.
 - b. The non-exclusive right in the Territory to distribute, advertise, sell and otherwise deal in records manufactured from the Recordings and digital copies of the Recordings.
 - c. The non-exclusive right in the Territory to use and publish and to permit others to use and publish the names, biography, logo, likenesses and photograph of all persons who performed in the Recordings, in connection with the sale of records and digital copies produced from the Recordings.
 - d. The right to act as negotiator in securing licensing of the Recordings in markets outside the Territory.
 - e. This Agreement shall extend to any and all future Recordings delivered to Distributor by Artist for the purpose of Distribution and in this respect Artist grants to Distributor the right of first refusal to distribute follow-up Recordings under the same terms as set forth in this Agreement.
 - f. Artist guarantees that Artist has the authority to provide non-exclusive distribution rights and that no other person, firm or corporation has any right, title or interest in or to the Recordings or any copy or duplicate. Additionally, Artist guarantees that Artist has not done or will do anything which is inconsistent with Distributor's complete distribution of said Recordings.
- 3. Recordings**
- a. The term "Recordings", as used in this Agreement, shall mean all transcriptions, duplications, encoding or any other method used to duplicate the performance, now known or to be later utilised, including, but not limited to: compact discs, phonograph records, audio cassette tapes, digital audio tapes, DVD or any and all other digital formats that now exist or may come into being.
 - b. Artist shall retain full ownership of the Recordings delivered to Distributor. Any and each Recording and any other materials delivered by Artist to Distributor hereunder shall not give rise to liability to third

parties AND in this regard but without limitation Artist makes specific acknowledgment of the importance of respecting the copyright of others.

- c. In the event that Distributor receives complaints regarding the Recordings in relation to copyright infringement and/or samples not cleared, Artist will be solely responsible for such claims and distribution will be suspended by Distributor until legal action solves any issue.
- d. If Distributor and/or Licensees discover that Recordings delivered by Artist are not fully owned by the Artist and/or the Recordings contain samples not cleared by the Artist, Distributor will have the option to immediately terminate this Agreement without the requirement of a written notice.

4. **Distributor Obligations.**

- a. Distributor shall:
 - i. Solicit and service the Licensees;
 - ii. secure the encoding of each Recording in format(s) required by the Licensees;
 - iii. process the delivery of the Recordings to the Licensees, and
 - iv. collect amounts due from the Licensees.
- b. Distributor does not guarantee placement of the Recordings with any retailer, market or Licensee and Distributor reserves the right to reject distribution of any Recording at its discretion.

5. **Artist Obligations:** In connection with exploitation of the Recordings contemplated hereunder, Artist shall be solely responsible for:

- a. obtaining all necessary mechanical licenses from the copyright owners of the compositions embodied on the Recordings and to pay mechanical license fees which may become due by the sale of Recordings;
- b. obtaining all licenses and permissions and pay all royalties due to other artists, producers and other persons who performed in the making of the Recordings and any other royalty participants;
- c. paying all royalties due to any party as a result of samples included in the Recordings.
- d. paying all music publishing licenses and royalties including synchronisation and digital mechanical licenses and royalties.

6. **Distribution Fees**

- a. In full consideration of all the terms and provisions to be performed by Distributor and for all the rights granted herein, Distributor agrees to pay Artist 70% of the Dealer Price (PPD) of each Recording sold and paid for in the Territory. No payment shall be due for Recordings returned or those Recordings that remain unsold and are returned by Distributor to Artist.

- b. Dealer Price (PPD – Published Price to Dealer) shall mean the price basis that Distributor use to sell each unit of the Recordings (CDs, LPs, digital copies, etc.) to retailers and licensees.

7. Accounting

- a. Distributor shall account to Artist on a quarterly basis, within thirty (30) days after the end of the quarter. Such statements shall be mailed together with a remittance by the Distributor to the Artist of all sums thereby shown to be due, provided that the aggregate of such sums exceeds (with balances carried forward from previous periods) the sum of £10.
- b. Not more than once in each year the Distributor shall, at the request of the Artist, allow the permitted auditors to examine the relevant parts of all royalty accounts and statements.
- c. No examination shall be conducted in respect of accounting periods older than one (1) year from the date of receipt of statements by Artist or shall be conducted in respect of accounting periods which shall have been the subject of a previous audit hereunder.
- d. In the event that any audit reveal an underpayment in excess of ten percent (10%) Distributor shall forthwith remit such sums to Artist together with the reasonable cost of the audit.

8. Miscellaneous

- a. Neither party shall be deemed in breach of this Agreement unless the other party has given the breaching party notice, and the breaching party has failed to cure such breach within thirty (30) days after receipt of such notice. Subject to 4d, in no event shall any breach entitle either party to terminate this Agreement or rescind the rights granted hereunder, but rather the aggrieved party shall only be entitled to damages reasonably related to the breach concerned and no penalty shall be awarded to either party.
- b. If any term of this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision shall to that extent be deemed not to form part of the Agreement but the enforceability of the remainder of the Agreement shall not be affected.
- c. This Agreement shall be governed by the laws of England and Wales under the exclusive jurisdiction of the English courts.
- d. This Agreement shall be personal to the parties and not transferable without the prior written consent of the Artist and Distributors. The obligations imposed by this Agreement shall be binding.
- e. Any change, modification or amendment of this Agreement must be in writing, signed by both parties, and must specify the effective date of the change, modification or amendment.
- f. This Agreement supersedes any prior discussions or agreements regarding the subject matter hereof. This Agreement does not create a partnership or joint venture.

DATED: _____

AGREED TO AND ACCEPTED

Signature	Signature
<i>[name of owner of the Recordings or person acting on behalf of owner of the Recordings]</i>	Roger Moisan (Director FFM Records)
Address	Freedom for Musicians Ltd (Company Number 10183598) Companies House UK

Schedule 1 – List of Recordings

Title of Recording	Format(s)	Duration

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