

Agreement Number	
Date	

We set out below the terms upon which you (the undersigned) authorise us during the Term and in the Territory to and authorise others to distribute and/or make available (by resale, subscription, revenue share, or other financial model) by digital “on line” means or via digital telephony via third party online or telephony sites (“Sites”) (including but not limited to iTunes) download and/or streamed reproductions (with or without accompanying artwork) of the audio and audio visual recordings (“eMasters”) set out in the First Schedule together with information (“Metadata”) relating to such eMasters.

1. The Term shall start on the date hereof and shall continue until thirty (30) days following written notice of termination from either us or you. We reserve the right to withdraw (permanently or temporarily) eMasters which we reasonably believe are subject to or may give rise to third party claims. eMasters are distributed and made available to customers of the Sites on the Sites standard terms from time to time and will be subject to the terms which apply between us and the Sites (which will be on arms length commercial terms). You acknowledge that such terms may not expressly restrict customers to limited number of reproductions or “burns”. You further acknowledge that eMasters may not be provided by Sites with security encoding
2. The Territory shall mean the World excluding (if any) those territories specified in the First Schedule in respect of each eMaster.
3. You shall provide us with recordings in CD format and we shall be responsible at our cost for encoding into appropriate formats for electronic or other delivery to the third party Sites. If you wish to provide recordings in any other formats other than CD this will be subject to mutual agreement and we may apply an additional charge. You will in addition supply to us details of the authors and composers of the musical compositions and performers embodied on the eMasters and details of music publishers (if any). You will provide to us artwork and (to the extent available) photographs and promotional material for use in promoting the eMasters. You authorise us to obtain for and assign to the eMasters ISRC and UPC-A codes.
4. We will be entitled to use and authorise the use of artwork and thirty (30) second streamed clips together with the name likeness and biography of artist’s producers etc for the purpose of review and compiling news information discographies profiles and similar ancillary promotional purposes required by Sites.
5. We will take a fee of fifteen per cent (15%) (plus VAT) of sums received by us from the distribution and/or making available of the download and/or streamed reproductions of the eMasters and will pay the balance of monies to you within thirty (30) days of the end of the calendar quarter during which the relevant monies are received accompanied by a statement showing the source of payment and the calculation of sums due. We will not be required to make payment to you for any accounting period where the balance is less than twenty pounds (£20) but such unpaid balance will be carried forward. You will be entitled to audit our books and records of account to verify sums due to you but audit will be limited to once per year and only within three years of the date the statement was rendered.
6. Save where the company or website authorised by us agrees to be responsible for mechanical licences royalties and other publishing payments you shall be responsible such licences and payments. We will advise you when accounting to you whether the relevant third party has agreed to be responsible for such licences and payments. You warrant that musical compositions will be available on standard terms. You will be responsible for all payments to performers producers and like persons.
7. You warrant that the you have the right to enter into this Agreement and to grant the rights to the eMasters Metadata artwork and other materials supplied by you which you warrant do not and will not infringe the rights of any third parties and you indemnify us against any costs, claims or damages from any third parties arising from their use hereunder.

Yours sincerely,

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 For AWAL (UK) LIMITED

THE FIRST SCHEDULE

Artist	Title	Excluded Territories (if any)

Please continue on additional sheet if necessary

THE SECOND SCHEDULE

YOUR DETAILS (Please complete):

Name/Names:

If a limited company please print full name of company.
If a group please give name of members and name of group.
Cheques will be issued to designated payee set out below.

Address:

Including for accounting purposes.

Contact:

Tel:

Fax:

Email:

Designated Payee:

You authorise us to pay this payee on your behalf.

Signatures:

If a Limited Company signature must be a Director or other authorised person.
If a group or partnership all members/partners must sign.

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