

NON-EXCLUSIVE EXPLOITATION CONTRACT

Tribe of Noise is a music community of thousands of independent LICENSORS around the globe. Tribe of Noise's mission is to empower LICENSORS to secure music deals worldwide using our tools, business network and exploitation models. We believe that non-exclusive, flexible and transparent direct licensing models are crucial for the future of the music industry.

The purpose of this contract is to set forth the terms and conditions for Tribe of Noise's worldwide nonexclusive exploitation and sub licensing right of the tracks, master recordings and derivatives as agreed upon by the LICENSOR.

ARTICLE 1 – PARTIES

1.1 LICENSOR:

Your Full name _____,

Address _____

date of birth _____ / _____ / _____, hereinafter referred to as “LICENSOR”

1.2 TRIBE OF NOISE (licensee):

Tribe of Noise BV, a private company with limited liability that has its corporate domicile in Amsterdam in the Netherlands at (1066 VH) Johan Huizingalaan 763a, Amsterdam, The Netherlands, hereinafter referred to as “Tribe of Noise”

ARTICLE 2 – DESCRIPTION OF WORKS

2.1 The authentic and original track(s) / master recording(s) included in Appendix 1.

2.2 The LICENSOR states / warrants:

1. that he/she holds or represents formally all rights including but not limited to copyrights and master rights, of the work he/she provides to Tribe of Noise
2. The tracks/master recordings as referred to in section 2 of this agreement do not interfere with any legal representation of a collection society anywhere in the world, including without limitation ASCAP, BMI, SESAC, SOCAN, PRS, PPL, BUMA/STEMRA, Harry Fox Agency, GEMA, SACEM, SGAE, AGEDI, AIE, DAMA and/or JASRAC, concerning the collection of copyrights and neighbouring rights.
3. The tracks/master recordings as referred to in section 2 of this agreement do not interfere with any legal representation of a publisher or record label representing these tracks.
4. no intellectual property rights of third party/parties are infringed
5. that he/she exclusively owns or otherwise controls (and shall continue to own or control) all rights in and to the master recordings without limitation including the rights of all LICENSORS

and other individuals involved in the production of the master recordings for all territories, and is entitled to grant such rights to Tribe of Noise. Licensor will at all times defend, indemnify and hold harmless Tribe of Noise and each and every user of the tracks/master recordings as referred to in section 2 from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any alleged breach or breach by LICENSOR by any warranty, representation or agreement, express or implied made by LICENSOR herein.

6. he/she is solely responsible should any third party's intellectual right be infringed by the tracks / master recordings as referred to in section 2
7. To the extent possible, the Licensor waives and/or agrees not to assert any moral rights held by the Licensor
8. that if samples are used which require permission from third parties, all necessary consents have been obtained by LICENSOR that any third party samples contained in the tracks / master recordings as referred to in section 2 have been cleared by LICENSOR, or there are no outstanding claims or provisions that could effect this contract and LICENSOR shall hold Tribe of Noise (partners and clients) harmless and free of any charge if such claims may turn out.

ARTICLE 3 – NON-EXCLUSIVE LICENSE, INCLUDING SUB-LICENSE AND POWER OF ATTORNEY

3.1 License of rights:

1. the LICENSOR, owns 100% of all rights of the above mentioned tracks and master recordings grants Tribe of Noise the non-exclusive, royalty free, worldwide exploitation and sub licensing right of these tracks, master recordings and any derivatives
2. The LICENSOR is still competent to exploit the concerning tracks/master recordings him- or herself or to license the above mentioned tracks to third parties.
3. LICENSOR authorizes Tribe of Noise and its sub licensees at their expense to make control, settle and release, on Licensor's behalf any claims of copyrights or other intellectual property infringement with respect to the above mentioned tracks/master recordings.

3.2 Exploitation by Tribe of Noise:

1. This license includes global exploitation by all means
 - a. Tribe of Noise is granted to exploit the tracks, master recordings and derivatives, for example, via:
 - b. direct sales; online via Tribe of Noise outlets and offline via professional sales teams
2. indirect sales / sub license to Tribe of Noise partners; content partners, affiliates, clients, freelance representatives and similar business partners
3. Tribe of Noise or its partners and sub licensees have the right to adapt the above mentioned tracks/master recordings. Under adaptation can be understood for example: editing, (re-)arrangement, transposition, alter, loop, enhance or modify, provided that any such change shall not alter the fundamental character of the tracks/master recordings.

ARTICLE 4 - REWARDS

4.1 Fair Share Revenue: After the payment of taxes and a 15% handling fee (credit card costs, operational and administrative costs) the revenue for the exploited tracks of LICENSOR is split 50/50 with the LICENSOR. Example revenue fair share for LICENSOR: 100 Euro (ex. VAT) revenue – 15% = 85 Euro x 50% = 42,50 Euro (inc. VAT) paid to LICENSOR

ARTICLE 5A – ACCOUNTING / PAYMENT STATEMENT

5.1 After Tribe of Noise receives the revenue for the concerning tracks from its clients, the LICENSOR share will be sent to the LICENSOR account balance on Tribe of Noise.

5.2 At the end of each month, the LICENSOR can ask for his/her payment if the account balance is 100 EURO or more. The LICENSOR assumes the tax consequences of sums he/she receives, which will be taxable according to the legislation applicable in his/her country, and the LICENSOR guarantees Tribe of Noise against, and holds it harmless from, any legal action with regards to tax claims.

5.3 The standard payment provider of Tribe of Noise is PayPal. If LICENSOR is not able to open a PayPal account he/she should notify Tribe of Noise as soon as possible.

ARTICLE 5B - AUDIT

Tribe of Noise shall establish and maintain a reasonable accounting system that enables Licensor to readily identify Tribe of Noise's accounting records related to the Licensor's revenues. The Licensor and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to Licensor's tracks / master recordings.

Tribe of Noise shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. Tribe of Noise shall at any time requested by the Licensor, but no more than once a year, whether during or after completion of this Contract, and at Tribe of Noise's own expense make such records available for inspection and audit. Such records shall be made available to the Licensor during normal business hours at the Tribe of Noise office.

Costs of any audits conducted under the authority of this right to audit will be borne by the Licensor. In the event that the audit identifies incorrect remunerations/payments by Tribe of Noise to the detriment of the Licensor in excess of five percent (5%) of the total indebted sum, Tribe of Noise shall reimburse the Licensor for the total costs of the audit.

Any adjustments and/or payments that must be made as a result of any such audit or inspection of Tribe of Noise's accounting records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Licensors' findings to Tribe of Noise.

ARTICLE 6 – PROMOTION

6.1 Tribe of Noise is free to produce, distribute and share promotional (digital) copies and derivatives.

6.2 Promotional use by Tribe of Noise and its sub licensees and partners of the above mentioned tracks including art work, derivatives and information about the track is free of charge.

6.3 In case of the promotion of the above mentioned tracks or derivatives LICENSOR grants Tribe of Noise the right to mention LICENSOR in advertisements and / or use LICENSORS name in connection with the promotion and exploitation free of charge.

6.4 LICENSOR hereby grants to Tribe of Noise and its sub licensees and partners to use the names, likenesses of, and biographical materials concerning LICENSOR.

ARTICLE 7 – TERMINATION

7.1 The LICENSOR and Tribe of Noise have the right to terminate the present contract, at any time, after a written claim. Tribe of Noise will remove the LICENSOR's works from the Tribe of Noise website and online partner databases within a month of receipt of the written claim. Related sales by Tribe of Noise of the LICENSOR's work during this period will be shared as stated in article 4 & 5.

7.2 In case the contract is terminated for any reason, this termination shall not affect the effective contracts which have been concluded by Tribe of Noise with any third party up to the moment of termination (e.g. a perpetual music license sold before the termination of this contract will remain valid)

7.3 The LICENSOR declares that he/she is aware and agrees that tracks and derivatives sold to clients or sub licensed to Tribe of Noise partners might, after the termination of this contract, be exploited, distributed, exchanged and reproduced by these users and or third parties. The LICENSOR declares that he/she guarantees Tribe of Noise that he/she will not start any legal action in that regard.

ARTICLE 8 – APPLICABLE LAW

8.1 This contract is governed by Dutch Law

8.2. Any dispute regarding the construction or performance of this contract shall be submitted to the competent courts of The Netherlands.

ARTICLE 9 – NOTES

9.1 The general terms of Tribe of Noise will also apply to this agreement. To the extent that these general terms deviate from this agreement, the provisions of this license agreement will prevail.

9.2 Should one term/clause under the present agreement is judged illegal or void, the validity and effect of the remaining contract is not affected.

9.3 LICENSOR is encouraged to seek legal advice if any of the above mentioned terms are unclear or when the LICENSOR is unsure if he/she is entitled to sign this contract. Licensor hereby declares that he or she understands the clauses and scope of this agreement.

Upon the reading of this non-exclusive exploitation contract,

the LICENSOR:

full name _____

email _____

telephone _____

signature

date: _____ / _____ / _____

acknowledges to have thoroughly read this non-exclusive exploitation contract in its totality and agrees to its provisions without reservation.

Please send a signed version as PDF file including Appendix A to info@tribeofnoise.com

APPENDIX 1

ONLY submit songs you have the right to license to Tribe of Noise, i.e. you own all rights for musical compositions and master sound recordings. Please do not include (a) cover songs or (b) songs containing samples that you don't have written permission to license.

If you are submitting a catalog, you are welcome to send us an Excel sheet with a similar lay-out as the table below.

#	Song Title	LICENSOR, Composer(s) *	Song duration (mm:ss)	Release year (yyyy)
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

* If LICENSOR is not the composer of the song