

# Up Here Radio Royalty Agreement

## Your music on UP HERE RADIO

The following Royalty Agreement (the "Agreement") is entered into by the undersigned lyricist(s), composer(s), arranger(s), and/or speaker herein referred to as "Artist" and the undersigned broadcaster herein referred to as "Up Here Radio" ("UHR") (collectively, the "Parties") with an Effective Date as of the date set forth below.

### Artist and UHR agree to the following:

**1. Term.** The term of this Agreement shall run in perpetuity until either party provides a written notice of termination to the other party. Upon receipt of such termination notice by the receiving party, the Agreement shall continue for a final period of ninety (90) days. The Parties shall promptly provide written confirmation as to the receipt of such notice.

**2. Grant of License.** Artist grants to UHR and its successors, agents, subsidiaries, affiliates and licensees, domestic and foreign, and universe-wide (the "Territory") right to play Artist's proprietary sound recording of the composition(s) listed on Schedule A at any time, at UHR's sole and absolute discretion, on any of UHR's stations. For the avoidance of doubt, all compositions and sound recordings shall remain the sole property of their respective owner. In the event Artist does not fully own any such composition, Artist shall provide verification as to the procurement of licensing, pursuant to paragraph 4 below. UHR reserves the right to play Artist's composition(s) in its' absolute and sole discretion and makes no warranties or representations as to the number of plays that Artist's composition(s) on the UHR Service.

**3. Compensation.** Artist will receive a royalty of \$0.20 USD per play of Artist's recorded compositions on the UHR service from UHR via PayPal, or other payment system at the discretion of UHR. Artist will not receive royalty payments on any advertising, promotional, or marketing use by UHR. Further, Artist hereby gives permission to UHR to use the compositions listed below in marketing, promotional, or advertising by UHR. Artist hereby gives permission to UHR to use Artist's name, likeness, website URL, voice, image, biographical content, and album artwork on all digital platforms for the purpose of identifying them and their work, or for advertising, promotional, or marketing purposes. In the event the Artist provides interview, voiceover, and/or advertising material, Artist hereby grants and transfers to UHR full worldwide rights to that content for use in marketing, promotional, or advertising by UHR without any royalties or payment due to Artist.

**4. Accountings.** Payments to Artist under this Agreement shall be distributed on a quarterly basis, within sixty (60) business days of the end of each calendar quarter. UHR will provide Artist with a report to support the payment to Artist along with the applicable quarterly payment. Artist is solely responsible for distributing accountings and statements to any third-party composition owners, pursuant to paragraph 2 above.

**5. Warranties, Representations, and Indemnification.** Artist hereby warrants, covenants and represents that Artist has the right and authority to enter into this Agreement, perform its terms and conditions, grant the rights herein granted to UHR and vest in UHR all the rights as provided in this Agreement free and clear of all other claims, rights, obligations and encumbrances whatsoever; that each composition has been properly licensed for Artist's recording, and/or is new and original and will not infringe upon or unfairly compete with any other works, composition, arrangement or material, and will not violate, infringe upon or interfere with the rights of any third party anywhere in the Territory; that there exists no threatened or actual adverse claim in or to the Compositions (including the title, music and lyrics thereof) and that the exercise of UHR's rights herein will not violate, conflict with or unfairly compete with the rights of any third party. Artist further agrees that Artist will at all times indemnify and hold harmless UHR, its assigns and licensees from and against any and all claims, liabilities, losses, damages, costs and expenses (including, without limitation, legal expenses and attorney fees) or otherwise, arising out of, or in connection with, or resulting from the breach or alleged breach of any of the warranties or agreements contained herein. Artist shall reimburse UHR, and/or its assigns and/or licensees, on demand, for any payments made by any of them at any time with respect to the foregoing indemnification. UHR shall give Artist prompt notice of any claim to which the foregoing indemnification relates.

**6. Section Titles.** Section titles are only for convenience and reference and have no legal or contractual significance. Any list of examples following "including" or "e.g.," is illustrative and not exhaustive, unless qualified by terms like "only" or "solely".

**7. Governing Law.** The interpretation and enforcement of this Agreement shall be governed by the rules and regulations of the country of New Zealand and the venue for all disputes or claims under this Agreement shall be the courts located in Auckland, New Zealand.

**8. Miscellaneous.** The effectiveness of this Agreement shall not be affected by a change of name and/or personnel of Artist's group. Artist has been represented by independent counsel or has had the unrestricted opportunity to be represented by independent legal counsel of Artist's choice for the purposes of advising Artist in connection with the negotiation and execution of this Agreement. If Artist has not been represented by said independent legal counsel, Artist acknowledges and agrees that Artist's failure to be represented by independent legal counsel in connection with this Agreement was determined by Artist.

**9. Entire Agreement.** This Agreement is the entire agreement between the Parties with respect to the subject matter hereof, shall supersede any prior agreements or negotiations related hereto between the Parties, and sets forth the entire understanding between the Parties, their heirs, successors, and assigns, and cannot be changed, modified or cancelled except by an instrument signed by the party sought to be bound. This Agreement may be amended only by a written instrument executed by the Parties. If any part of this Agreement shall be invalid or unenforceable, such invalidity or un-enforceability shall not affect the balance of this Agreement.