



THIS **EXCLUSIVE PUBLISHING ADMINISTRATION AGREEMENT** (this “Agreement”), dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ (“Effective Date”), by and between DPM Network Music Distribution, LLC, a Florida limited liability company located at 7901 4<sup>th</sup> Street N, Suite 300, St. Petersburg, Florida, 33702 (“Publisher”), and you (“Writer”). Publisher and Writer are referred to each individually as a “Party” and collectively as the “Parties” to this Agreement.

WHEREAS, Writer solely owns and controls the rights (including, without limitation, the copyrights) in certain songs listed on the Term Sheet and any other songs submitted by Writer to Publisher (the “Works”). The Term Sheet is attached hereto and incorporated by reference; and

WHEREAS, Publisher is in the business of assisting songwriters to exploit and collect publishing royalties in connection with their songs; and

WHEREAS, Writer and Publisher desire to work together whereby Publisher will assist Writer with the exploitation and royalty collection in connection with the Works:

NOW, THEREFORE, in and for consideration of the mutual covenants herein set forth, the Parties hereby agree as follows:

**1. Publisher Rights**

Writer hereby appoints Publisher as the designated publisher of the Works and grants to Publisher, throughout the universe (the “Territory”) and during the Term (defined below), the exclusive right to:

- a. Act as the exclusive administrator of the Works;
- b. Publish the Works throughout the Territory by granting non-exclusive licenses and, with Writer’s written consent first being obtained, exclusive licenses for the synchronization of the Works in connection with YouTube monetization and so-called micro-licenses, as well as for the printing and use of the Work in books, sheet music, and other written forms; and
- c. Collect and receive all Gross Revenue (as defined below) derived from the Works for the activities described in this Section 1 and/or accruing or earned from public performance of the Works from performing rights organizations, but only from the so-called “Publisher’s Share” of such public performance revenues.

For the avoidance of doubt and notwithstanding anything to the contrary contained herein, Publisher shall have the non-exclusive right to issue traditional synchronization licenses for the Works to be used in connection with, by way of example, films, television productions, commercials, and video games.

**2. Publisher Services**

Publisher shall administer the Works and will, as applicable:

- a. Register the Works with foreign activity with the appropriate Performing Rights Organization and/or Mechanical Reproduction Society;
- b. Issue the necessary print, mechanical, synchronization, DPD, and/or electronic transcription licenses for the use of the Works;
- c. Respond to all miscellaneous requests for uses of the Works;
- d. Use commercially reasonable efforts to collect all royalties and/or fees due for such uses; and

e. Upon Publisher's receipt of Writer's written request (email shall suffice); forward copies of all documents pertaining to the Works to Writer, provided, however, that if a particular document contains information regarding other writers with whom Publisher works as well as Writer, Publisher may redact third party information as necessary or prudent.

### **3. Limitations**

Publisher will not be responsible for promoting, pitching, or soliciting uses of the Works, or otherwise exploiting the Works (aside from as explicitly stated hereinabove).

### **4. Term**

a. The "Term" of this Agreement shall consist of an Initial Period and Option Periods, as hereinafter provided. The Initial Period of this Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years. Writer hereby grants to Publisher two (2) separate and irrevocable options, each to renew this Agreement for a one (1) year term (each, an "Option Period"). Such Option Period shall run consecutively beginning at the expiration of the then-current period, in accordance with the same terms and conditions as are applicable to the Initial Period.

b. Each Option Period shall be automatically exercised unless Publisher provides Writer with notice no later than twenty (20) days prior to the expiration date of the then-current period (the "Option Date"). In the event that Publisher provides notice on or before Option Date, the term shall automatically expire on the last day of the then-current Period.

### **5. Deliverables**

Upon execution of this Agreement, Writer shall provide Publisher with:

- a. A digital audio recording of the Works;
- b. Complete and legible lyric sheet (if applicable);
- c. Complete and accurate writer/co-publisher information including, without limitation, the names and addresses of all co-writers and co-publishers and their percentage authorship and ownership;
- d. A copy of split sheets associated with each of the Works and all necessary, in Publisher's determination, metadata, which shall be uploaded by Writer to [dpmnetworks.com](http://dpmnetworks.com);
- e. A signed Letter of Direction granting Publisher the right to collect royalties from third-party royalty collection agencies and societies (including, by way of example, ASCAP and BMI) pursuant to this Agreement; and
- f. With respect to musical compositions containing samples which have been "cleared," sample clearance agreements with respect to the portion of any third-party copyright used.

If Writer shall otherwise fail, refuse, or be unable to deliver the foregoing to Publisher, Publisher shall have the right, upon written notice to Writer, to suspend the then current contract period of this Agreement.

### **6. Exclusivity**

During the term of this Agreement, Writer shall not furnish or convey any of the Works or any rights or interests therein, nor participate in any manner with regard to same, for or to any party other than Publisher without Publisher's written consent first being obtained.

### **7. Right of Publicity**

Except as otherwise provided herein, Publisher shall have the worldwide perpetual right, throughout the universe, to use and permit others to use Writer's name (including any professional name heretofore or hereafter adopted by Writer), biography, photograph or other likeness (or any reproduction or simulation thereof), persona, autograph, names, likeness, and all other such publicity rights in connection with the exploitation of Writer, the Works, and Publisher. For the avoidance of doubt, nothing herein grants Publisher the right to create, or cause to be created, merchandise bearing Writer's name, likeness or image (by way of illustration, shirts, posters, etc.) without Writer's permission first being obtained.

Writer shall submit any publicity-related material within fifteen (15) days of any request by Publisher and shall be reasonably available to assist in the creation of any further material requested. Publisher shall credit Writer, and direct any third-party licensees to credit Writer, in the liner notes, meta data, and other locations where credit is routinely given to writers, as the writer of the Works. Any inadvertent failure of Publisher or a third-party licensee to give such credit shall not be deemed a breach of this Agreement. If Publisher receives written notice from Writer of such failure, Publisher shall correct, or shall instruct the appropriate third party to correct, same within a reasonable time on a prospective basis.

#### **8. Representations and Warranties**

Writer hereby warrants, represents, covenants, and agrees as follows: (a) Writer has the full right, power, and authority to enter into and perform this Agreement and to grant to and vest in Publisher all rights herein set forth, free and clear of any and all claims, rights, and obligations whatsoever; (b) all of the Works, including all of the titles, lyrics, and music of the Works and each and every part thereof, delivered and to be delivered by Writer hereunder, are and shall be original to Writer; (c) none of the Works shall, either in whole or in part, be an imitation or copy of, or infringe upon, any other material, or violate or infringe upon any common law or statutory rights of any party including, without limitation, contractual rights, copyrights, and rights of privacy; and (d) Writer has not sold, assigned, leased, licensed, or in any other way disposed of or encumbered any Work, in whole or in part, or any rights herein granted to Publisher, nor shall Writer sell, assign, lease, license, or in any other way dispose of or encumber any of the Works, in whole or in part, or any of said rights, except under the terms and conditions hereof.

#### **9. Power of Attorney**

Writer hereby irrevocably authorizes, empowers, and appoints Publisher, or any of its officers, Writer's true and lawful attorney (with full power of substitution and delegation), in Writer's name, and in Writer's place and stead, or in Publisher's name, to take and do such action, and to make, sign, execute, acknowledge, and deliver any and all instruments or documents, which Publisher from time to time may deem desirable or necessary to vest in Publisher, its successors and assigns, all of the rights or interests granted by Writer hereunder, including, without limitation, such documents as Publisher shall deem desirable or necessary to secure to Publisher, its successors and assigns, the worldwide copyrights for all Compositions for the entire term of copyright and for any and all renewals and extensions under any present or future laws throughout the world.

#### **10. Collaboration**

In the event that Writer collaborated with any other person in the creation of a Work, the Work shall be subject to the terms and conditions of this Agreement, and Writer warrants, represents, and agrees that Writer shall advise such other person of this exclusive Agreement and shall further advise such other person that all Works so created must be published by Publisher. In the event of any such collaboration, Writer shall notify Publisher of the nature and extent of such other person's contribution to the Work, and Writer shall cause such other person to execute a separate songwriter's agreement with Publisher covering the Work, which agreement shall set forth the division of the songwriter's royalties between Writer and such other person, and Publisher shall make payment accordingly.

## 11. Compensation

In exchange for the services referenced herein, Writer will pay Publisher a one-time fee ("Fee") of One Hundred Dollars (\$100.00).

Provided that Writer shall duly perform the terms, covenants, and conditions of this Agreement, Publisher shall pay Writer, for the services to be rendered by Writer hereunder and for the rights acquired and to be acquired by Publisher hereunder, the following compensation based on the Works:

a. Eighty-five percent (85%) of any and all net profits actually received (less any costs for collection) by Publisher in the United States from the exploitation of the Works throughout the world ("Net Profits"), which includes, without limitation, exploitation by licensees of mechanical rights, reproduction rights, synchronization rights, dramatization rights, and all other rights therein (except for public performance rights, which are covered in (b) below), whether or not such licensees are affiliated with or controlled by Publisher. Net Profits shall mean 100% of Publisher's gross receipts in connection with sales or exploitations of the Works, less any Advances, and amounts incurred by Publisher consisting of all actual, reasonable, verifiable out of pocket costs and expenses in connection with the production, manufacture, distribution, exploitation, advertising, marketing, royalty collection, rights enforcement, and promotion of Works, and records derived therefrom and in connection with other exploitations of the Works.

b. Writer shall receive his/her public performance royalties throughout the world directly from the performing rights society with which he/she is affiliated and shall have no claim whatsoever against Publisher for any royalties received by Publisher from any performing rights society which makes payment directly (or indirectly other than through Publisher) to writers, authors, and composers. If, however, Publisher shall collect both the Writer's and Publisher's share of performance income directly, and such income shall not be collected by Writer's public performance society, Publisher shall pay to Writer fifty percent (50%) of all such net sums which are received by Publisher in the United States from the exploitation of such rights in the Compositions, throughout the world.

c. Royalties as hereinabove specified shall be payable solely to Writer in instances where Writer is the sole author of a Work, including the lyrics and music thereof. However, in the event that one or more other songwriters are authors together with Writer of any Work, the foregoing royalties payable in connection with Works shall be divided equally among Writer and the other songwriters unless another division of royalties shall be agreed upon in writing between the parties concerned and timely written notice of such division is submitted to Publisher prior to payment.

d. Writer agrees and acknowledges that Publisher shall have the right to withhold from the royalties payable to Writer hereunder such amount, if any, as may be required under the provisions of all applicable Federal, State, and other tax laws and regulations, and Writer agrees to execute such forms and other documents as may be required in connection therewith.

e. In no event shall Writer be entitled to share in any advance payments, guarantee payments, or minimum royalty payments which Publisher shall receive in connection with any sub-publishing agreement, collection agreement, licensing agreement, or other agreement covering the Works.

f. Amounts payable to Writer hereunder shall be paid via PayPal or, if Writer is a U.S. resident, Writer may choose direct deposit instead of PayPal. It is Writer's sole responsibility to ensure that the payee account is set up properly and that the correct account information is provided to Publisher. Publisher shall not be responsible for late, missing, or misdirected payments that are a result of Writer's or a third-party's error.

## **12. Royalty Statements**

Publisher shall compute the royalties earned by Writer pursuant to this Agreement and pursuant to any other agreement between Writer and Publisher or its affiliates, whether now in existence or entered into at any time subsequent hereto, within seventy (70) days of March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup> for such quarter, and shall thereupon submit to Writer, via electronic transmission (whether via online file sharing service such as DropBox or otherwise) and online at dpmnetworks.com, the royalty statement for each such period together with the net amount of royalties, if any, which shall be payable after deducting any and all unrecouped advances and chargeable costs expended by Publisher under this Agreement or any such other agreement. Notwithstanding, payments shall not be made to Writer unless and until the amount due for any given statement period is equal to or greater than Ten Dollars (\$10.00). Each statement submitted by Publisher to Writer shall be binding upon Writer and not subject to any objection by Writer for any reason unless specific written objection, stating the basis thereof, is sent by Writer to Publisher within two (2) years after the date said statement is submitted. Writer, or a certified public accountant on Writer's behalf, may, at Writer's expense, at reasonable intervals (but not more frequent than once each year), examine Publisher's books insofar as same concern Writer, during Publisher's usual business hours and upon reasonable notice, for the purpose of verifying the accuracy of any statement submitted to Writer hereunder. Publisher's books relating to activities during any accounting period may only be examined as aforesaid during the two (2) year period following service by Publisher of the statement for said accounting period.

## **13. Indemnities**

Writer hereby indemnifies, saves, and holds Publisher, its successors, and assigns, harmless from any and all liability, claims, demands, loss, and damage (including, without limitation, attorneys' fees and court costs) arising out of or connected with any claim or action by a third party which is inconsistent with any of the warranties, representations, or agreements made by Writer in this Agreement, and Writer shall reimburse Publisher, on demand, for any loss, cost, expense, or damage to which said indemnity applies. Publisher shall give Writer prompt written notice of any claim or action covered by said indemnity, and Writer shall have the right, at Writer's expense, to participate in the defense of any such claim or action with counsel of Writer's choice.

## **14. Independent Contractor**

Writer's relationship with Publisher is that of an independent contractor and nothing in this Agreement is intended to, or shall be construed to, create a partnership, agency, joint venture, employment, or similar relationship. Writer will not be entitled to any of the benefits that Publisher may make available to its employees, including, but not limited to, group health or life insurance, profit sharing, or retirement benefits. Writer is not authorized to make any representation, contract, or commitment on behalf of Publisher unless specifically requested or authorized in writing to do so by Publisher. Writer is solely responsible for, and will file on a timely basis, all tax returns and payments required to be filed with, or made to, any federal, state, or local tax authority with respect to the performance of services and receipt of fees under this Agreement. Writer is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Writer's compensation will be subject to withholding by Publisher for the payment of any social security, federal, state, or any other employee payroll taxes. Publisher will regularly report amounts paid to Writer by filing Form 1099 MISC with the Internal Revenue Service as required by law.

## **15. Termination**

Publisher shall have the right to terminate this Agreement upon ten (10) days written notice to Writer in the event Writer:

- a. is in material breach of this Agreement;
- b. fails to actively pursue a career in the music industry; or

c. is involved in any situation or occurrence which subjects Writer or Publisher to public scandal, disrepute, contempt, or public ridicule, or which insults community or public morals.

**16. Miscellaneous**

a. Notices. All notices hereunder shall be given by registered or certified mail, return receipt requested, or by messenger or courier, to the respective addresses above.

b. Force Majeure. If, by reason of fire, flood, water damage, power failure, catastrophe, pandemic, terrorism, strike, war, failure of computer systems, or other force majeure event, either Party is materially hampered in the fulfillment of its obligations hereunder, this Agreement and the fulfillment of the Party's(ies) obligations shall be suspended for an amount of time equal to the force majeure event and the Party(ies) shall not be deemed in breach as a result thereof.

c. Governing Law; Exclusive Venue. This Agreement shall be governed by Florida law, and venue for any disputes arising out of or relating to this Agreement shall properly lie in Pinellas County, Florida. The Parties hereby submit to the personal jurisdiction of the courts in and for Pinellas County, Florida. In the event of any action, suit, or proceeding arising out of or related to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs related to such action, suit, or proceeding.

d. Tax Documents. Publisher's payment of any sums hereunder is conditioned upon receipt of Writer's completed U.S. Federal Tax form(s) and any further documents Publisher deems reasonably necessary to comply with Federal and State laws.

e. Assignment. Publisher may assign its rights under this Agreement in whole or in part. Writer shall not have the right to assign this Agreement or any of Writer's rights or obligations hereunder, in whole or in part, without Publisher's prior written consent. Any purported assignment in violation of this paragraph shall be null and void ab initio.

f. Entire Agreement. This Agreement supersedes any prior discussions or agreements regarding the subject matter hereof. This Agreement shall not be binding unless signed by both Parties. Publisher reserves the right at any time to modify this Agreement by providing Writer with written notice of any proposed modifications by e-mail or through Writer's account page on dpmnetworks.com, with such changes becoming effective ten (10) days after Publisher has shared such notice with Writer. In the event that Writer objects to the proposed changes, Writer may terminate this Agreement by providing Publisher with written notice within ten (10) days of Publisher sharing the proposed changes with Writer, and such termination shall become effective thirty (30) days after Publisher's receipt thereof. Otherwise, such modifications and additional terms and conditions will be deemed accepted and incorporated into this Agreement. No modifications to this Agreement may be made by Writer without both Parties' written approval.

g. Construction. If any part of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not affect the balance of this Agreement. This Agreement shall be interpreted to give it fair meaning, and any ambiguity shall not be construed against either Party as the primary drafter hereof. All terms contained herein that are not specifically defined shall be given their meaning as generally understood in the music industry. Whenever the context of this Agreement requires, the gender of all words herein shall include the masculine, feminine, and neuter, and the number of all words herein shall include the singular and plural. The headings and subheadings of the paragraphs of this Agreement are for convenience only and shall not be deemed to limit or in any way affect the scope, meaning, or intent of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.  
ACCEPTED AND AGREED.

**“Publisher”**

DPM Network Music Distribution, LLC

\_\_\_\_\_  
Jose Irizarry, President

\_\_\_\_\_  
Date

**“Writer”**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date