



**SUB-PUBLISHING ADMINISTRATION AGREEMENT
TERM SHEET**

Publisher Name: _____

Publisher Address: _____

Publisher Phone: _____

Publisher Email: _____

Songs Submitted: _____

(Attach extra sheet if necessary).

Licensed Territory: _____

Publisher acknowledges that the terms above are true and correct and agrees to be bound by the same as well as the attached Agreement containing the Terms and Conditions.

“Publisher”

Signature

Printed Name and Position

Date

THIS **EXCLUSIVE SUB-PUBLISHING ADMINISTRATION AGREEMENT** (this "Agreement"), dated as of the date signed ("Effective Date"), by and between DPM Network Music Distribution, LLC, a Florida limited liability company located at 7901 4th Street N, Suite 300, St. Petersburg, Florida, 33702 ("DPM"), and you ("Publisher"). DPM and Publisher are referred to each individually as a "Party" and collectively as the "Parties" to this Agreement.

WHEREAS, Publisher solely owns and controls the rights (including, without limitation, the copyrights) in certain songs listed on the Term Sheet, which is attached hereto and incorporated by reference, and any other songs submitted by Publisher to DPM during the Term (the "Works"); and

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

WHEREAS, Publisher and DPM desire to work together whereby DPM will assist Publisher 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. DPM Rights

Publisher hereby appoints DPM as the designated publisher of the Works and grants to DPM, throughout the Licensed Territory listed on the Term Sheet (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 the printing and use of the Work in books, sheet music, lyric websites, and other written forms and also, with Publisher's written consent first being obtained, exclusive licenses for the synchronization of the Works in connection with YouTube monetization and so-called micro-licenses; 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 accrued 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, DPM 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 with Publisher's prior approval in each instance. Further, Publisher shall retain any and all rights in and to the Works in all geographic areas outside of the Territory (if any).

2. DPM Services

DPM shall administer the Works and will, as applicable:

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

3. Limitations

DPM 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 two (2) years. Publisher hereby grants to DPM 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, unless either party provides the other with written notice of intent not to renew no later than sixty days prior to the end of the then-current period.

b. Each Option Period shall be automatically exercised unless DPM provides Publisher 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 DPM 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, Publisher shall provide DPM 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 DPM's determination, metadata, which shall be uploaded by Publisher to dpmnetworks.com or sent to DPM via email at Publishing@dpmnetworks.com.

e. A signed Letter of Direction granting DPM 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 Publisher shall otherwise fail, refuse, or be unable to deliver the foregoing to DPM, DPM shall have the right, upon written notice to Publisher, to suspend the then current contract period of this Agreement.

6. Exclusivity

During the term of this Agreement, Publisher 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 DPM without DPM's written consent first being obtained.

7. Right of Publicity

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

Publisher shall submit any publicity-related material within fifteen (15) days of any request by DPM and shall be reasonably available to assist in the creation of any further material requested. DPM shall credit Publisher and songwriters (as applicable), and direct any third-party licensees to credit Publisher, 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 DPM or a third-party licensee to give such credit shall not be deemed a breach of this Agreement. If DPM receives written notice from Publisher of such failure, DPM shall correct, or shall instruct the appropriate third party to correct, same within a reasonable time on a prospective basis.

8. Representations and Warranties

Publisher hereby warrants, represents, covenants, and agrees as follows: (a) Publisher has the full right, power, and authority to enter into and perform this Agreement and to grant to and vest in DPM 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 Publisher hereunder, are and shall be original to songwriters who are under contract with Publisher; (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) Publisher 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 DPM, nor shall Publisher 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

Publisher hereby irrevocably authorizes, empowers, and appoints DPM, or any of its officers, Publisher's true and lawful attorney (with full power of substitution and delegation), in Publisher's name, and in Publisher's place and stead, or in DPM's name, to take and do such action, and to make, sign, execute, acknowledge, and deliver any and all instruments or documents, which DPM from time to time may deem desirable or necessary to vest in DPM, its successors and assigns, all of the rights or interests granted by Publisher hereunder, including, without limitation, such documents as DPM shall deem desirable or necessary to effectuate the rights granted under this Agreement.

10. Compensation

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

Provided that Publisher shall duly perform the terms, covenants, and conditions of this Agreement, DPM shall pay Publisher, for the services to be rendered by Publisher hereunder and for the rights acquired and to be acquired by DPM 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 DPM in the United States from the exploitation of the Works throughout the Territory ("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 DPM. Net Profits shall mean 100% of DPM's gross receipts in connection with sales or exploitations of the Works, less any Advances, and amounts incurred by DPM 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. The songwriters shall receive his/her public performance royalties throughout the world directly from the performing rights society with which he/she/they is/are affiliated and shall have no claim whatsoever against DPM for any royalties received by DPM from any performing rights society which makes payment directly (or indirectly other than through DPM) to writers, authors, and composers.
- c. Publisher agrees and acknowledges that DPM shall have the right to withhold from the royalties payable to Publisher hereunder such amount, if any, as may be required under the provisions of all applicable Federal, State, and other tax laws and regulations, and Publisher agrees to execute such forms and other documents as may be required in connection therewith.
- d. In no event shall Publisher be entitled to share in any advance payments, guarantee payments, or minimum royalty payments which DPM shall receive in connection with any sub-publishing agreement, collection agreement, licensing agreement, or other agreement covering the Works.
- e. Amounts payable to Publisher hereunder shall be paid via PayPal or, if Publisher is a U.S. resident, Publisher may choose direct deposit instead of PayPal. It is Publisher's sole responsibility to ensure that the payee account is set up properly and that the correct account information is provided to DPM. DPM shall not be responsible for late, missing, or misdirected payments that are a result of Publisher's or a third-party's error.

11. Royalty Statements

DPM shall compute the royalties earned by Publisher pursuant to this Agreement and pursuant to any other agreement between Publisher and DPM or its affiliates, whether now in existence or entered into at any time subsequent hereto, within seventy (70) days of March 31st, June 30th, September 30th, and December 31st for such quarter, and shall thereupon submit to Publisher, 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 DPM under this Agreement or any such other agreement. Notwithstanding, payments shall not be made to Publisher 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 DPM to Publisher shall be binding upon Publisher and not subject to any objection by Publisher for any reason unless specific written objection, stating the basis thereof, is sent by Publisher to DPM within two (2) years after the date said statement is submitted. Publisher, or a certified public accountant on Publisher's behalf, may, at Publisher's expense, at reasonable intervals (but not more frequent than once each year), examine DPM's books insofar as same concern Publisher, during DPM's usual business hours and upon reasonable notice, for

the purpose of verifying the accuracy of any statement submitted to Publisher hereunder. DPM's books relating to activities during any accounting period may only be examined as aforesaid during the two (2) year period following service by DPM of the statement for said accounting period.

12. Indemnities

Publisher hereby indemnifies, saves, and holds DPM, 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 Publisher in this Agreement, and Publisher shall reimburse DPM, on demand, for any loss, cost, expense, or damage to which said indemnity applies. DPM shall give Publisher prompt written notice of any claim or action covered by said indemnity, and Publisher shall have the right, at Publisher's expense, to participate in the defense of any such claim or action with counsel of Publisher's choice.

13. Independent Contractor

Publisher's relationship with DPM 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. Publisher will not be entitled to any of the benefits that DPM may make available to its employees, including, but not limited to, group health or life insurance, profit sharing, or retirement benefits. Publisher is not authorized to make any representation, contract, or commitment on behalf of DPM unless specifically requested or authorized in writing to do so by DPM. Publisher 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. Publisher is solely responsible for, and must maintain adequate records of, expenses incurred in the course of performing services under this Agreement. No part of Publisher's compensation will be subject to withholding by DPM for the payment of any social security, federal, state, or any other employee payroll taxes. DPM will regularly report amounts paid to Publisher by filing Form 1099 MISC with the Internal Revenue Service as required by law.

14. Termination

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

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

e. Assignment. DPM may assign its rights under this Agreement in whole or in part. Publisher shall not have the right to assign this Agreement or any of Publisher's rights or obligations hereunder, in whole or in part, without DPM'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. DPM reserves the right at any time to modify this Agreement by providing Publisher with written notice of any proposed modifications by e-mail or through Publisher's account page on dpmnetworks.com, with such changes becoming effective ten (10) days after DPM has shared such notice with Publisher. In the event that Publisher objects to the proposed changes, Publisher may terminate this Agreement by providing DPM with written notice within ten (10) days of DPM sharing the proposed changes with Publisher, and such termination shall become effective thirty (30) days after DPM'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 Publisher 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.

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

"DPM"

DPM Network Music Distribution, LLC

Jose Irizarry, President

Date

"Publisher"

Signature

Printed Name

Date