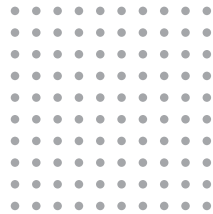


antenna



# Antenna Music Exclusive Placement Agreement

## Licensing agreement FAQ

Want to get your music in film, TV or commercials? Antenna can help.

Basically this agreement allows antenna to represent your music to the people that buy music for film, TV and commercials.

### **How do this work?**

You supply antenna with a CD copy of the music, titles and where you want your money sent. Antenna uses its relationships within the film, TV and commercial music world to try and get your music placed.

### **How does the money work?**

Firstly there is no guarantee that your music will make the cut. If it does antenna negotiate the deal for you, of course it is in antenna's interest to get the best deal as they take 25% of the money received from the deal. You get paid 30 days after we get paid.

### **25% seems a lot, why so much?**

There is a huge amount of time and effort that goes into placing music in film, TV and commercials. Every deal is different; often hundreds of pieces of music are listened to before the final selection is made. Bottom line is, it's a lot of work and this number makes it worth doing!

### **What if I don't want my music associated with certain products or in certain scenes in a movie?**

While we at antenna totally understand that some artists would not want their music in a beer commercial for instance, we simply can't cater to every possible scenario. So if you know you have strong opinions about where your music is used this agreement may not be for you.

### **What if I want out?**

The commercial music process takes a while, music may well be on a "short list" for a month before making the cut, it all takes time. To be fair to everyone we think that a 90 out makes sense. Just send us written notice of wanting to stop the deal and 90 days after we receive it, it's all over. Clean and simple.

# Antenna Music Exclusive Placement Agreement

THIS AGREEMENT is made as of \_\_\_\_\_, 2005 by and between ANTENNA (hereinafter referred to as "Administrator"), on the one hand, and \_\_\_\_\_ doing business as \_\_\_\_\_ (ASCAP/BMI) (or any other designated publishing company name) (hereinafter sometimes referred to, individually and collectively, as "Publisher"), on the other hand.

1. This agreement is made with respect to all master recordings and underlying musical compositions embodied thereon, heretofore or during the term hereof, written or composed and recorded, in whole or in part, or owned or controlled, directly or indirectly, by Publisher or any firm or corporation affiliated with or related to it or which it shall form, a complete schedule of which, as of the date hereof, is set forth on Schedule "A" attached hereto (such master recordings and underlying musical compositions being hereinafter referred to as the "Masters and Compositions"). During the term hereof, Administrator shall have the exclusive right to license the Masters and Compositions (or portions thereof) throughout the world for synchronization in film, television, commercials, video games, interactive media and other audio-visual uses and to execute in Publisher's name any synchronization licenses and agreements affecting such rights in the Masters and Compositions, subject to the approvals set forth herein.
2. Administrator shall collect all gross receipts earned by and derived from the Masters and Compositions as set forth herein, regardless of when paid. "Gross receipts" is defined as any and all revenue derived from the Masters and Compositions in accordance with this agreement. For the avoidance of doubt, gross receipts shall include any revenue derived from any license, usage or project whatsoever procured, generated, initiated, negotiated or discussed by Administrator whether or not such license, usage or project is reduced to a written contract during the term and regardless of when revenue from such license, project or usage is received. For the avoidance of doubt, if, after the term hereof, Publisher receives any monies derived from a license, usage or project procured, initiated, negotiated or discussed by Administrator, Publisher shall promptly remit twenty-five percent (25%) of such gross monies to Administrator, but in no event later than thirty (30) days following Publisher's receipt of same.
3. (a) For its services hereunder, Administrator shall be paid its reasonable expenses as set forth in subparagraphs (b)(i), (ii) and (iii) below, plus twenty-five percent (25%) of the gross receipts derived from the Masters and Compositions.  
  
(b) "Reasonable expenses" are defined as the following: (i) non-overhead administrative and exploitation expenses of Administrator with respect to the Masters and/or Compositions; (ii) reasonable attorneys' or other fees, if any, paid or incurred by Administrator for any agreements (other than the present agreement) affecting the Masters and/or Compositions; and (iii) any other costs or expenses incurred by Administrator in connection with the Masters and/or Compositions.

4. Each party hereto gives the other the equal benefits of any warranties which it has obtained or shall obtain under any agreements affecting the Masters and Compositions, including, without limitation, songwriters' contracts. Publisher further represents and warrants that (i) the exercise by Administrator of any of the rights granted hereunder will not violate or infringe upon any common law or statutory rights of any third party, including, without limitation, contractual rights, copyrights and/or rights of privacy; and (ii) it presently does have, and during the term hereof shall maintain, exclusive, valid songwriters' contracts, if applicable, with any composers who have written or may write or co-write any Compositions hereunder and that it shall not breach said contracts or permit any breach thereof. Administrator shall have the right to use the names, likenesses and biographical materials of any artists, writers, composers, producers, mixers and/or engineers for advertising and purposes of trade in connection with the exploitation of the Masters and/or Compositions. Publisher shall be responsible for all payments of any kind to any third parties, including, without limitation, songwriters, artists and producers.
5. Publisher indemnifies and holds Administrator, it assigns, licensees and its and their directors, officers, shareholders, agents and employees harmless from and against any and all liability, including, without limitation, reasonable counsel fees and court costs, arising out of or connected with or resulting from any claim inconsistent with any of the warranties, covenants, representations or agreements, express or implied, made by Publisher in this agreement. Administrator shall give Publisher written notice of any claim or action covered by said indemnity, and Administrator shall have the right to withhold payment of any and all monies hereunder in reasonable amounts related to such claim or action pending the disposition thereof.
6. Administrator shall have the right but not the obligation to prosecute, defend and settle all claims and actions with respect to the Masters and Compositions; provided, however, Administrator shall not settle claims or actions without the consent of Publisher, such consent not to be unreasonably withheld or delayed. In the event of a recovery by Administrator or Publisher of any monies as a result of judgment or settlement, such monies shall be divided between Administrator and Publisher in the same shares as provided in Paragraph 3 above, after first deducting the actual expenses of obtaining said monies, including reasonable counsel fees. Publisher shall have the right to provide counsel to itself, to assist in or assume the prosecution or defense of any such matter.
7. Statements as to all monies payable hereunder shall be sent by Administrator to Publisher within sixty (60) days after the end of each calendar quarter for each such preceding quarterly period. Publisher shall be deemed to have consented to all statements and accountings rendered by Administrator to it, and said statements and accountings shall be binding upon Publisher and not subject to any objection for any reason, unless specific objection in writing, setting forth the basis thereof, is given by Publisher to Administrator within one (1) year from the date rendered.

8. The initial term of this agreement shall be one (1) year from the date of the execution hereof by both parties as set forth below. However, either party may terminate this agreement at any time subject to ninety (90) days prior written notice. If no such notice is given, then this agreement shall be renewed upon a year to year basis. Notwithstanding the foregoing, no such notice of termination by Publisher shall be effective unless, prior to the date upon which this agreement is to terminate, Administrator shall have recouped or been paid by Publisher its reasonable expenses (as said term is defined herein) theretofore incurred.
9. The respective addresses of Administrator and Publisher for all purposes of this agreement shall be as set forth below, until written notice of a new address shall be duly given.

Administrator

Publisher

ANTENNA  
 8335 Sunset Blvd.  
 Suite 313  
 West Hollywood, California 90069

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All notices shall be in writing and shall either be delivered by registered or certified mail, postage prepaid, or by overnight courier or other personal delivery service, all charges prepaid. Neither party shall be deemed in breach of its obligations hereunder unless and until the party claiming a breach shall have given the other written notice, specifying the nature of such breach and such other party shall have failed to cure such breach within thirty (30) days after receipt of such written notice.

10. Administrator may license or assign this agreement and any of its rights hereunder and delegate any of its obligations hereunder to third parties throughout the world.
11. Notwithstanding anything to the contrary contained herein, Administrator hereby agrees that it shall not license or authorize the following with respect to the Masters and Compositions without first obtaining Publisher's prior consent: (a) any use of a Master and Composition in political endorsements; or (b) any use of a Master and Composition in motion pictures that Administrator has been advised, prior to issuance of a license, bear a rating of "X" or "NC17".
12. Each party acknowledges and represents that, in executing this agreement, it has received advice as to its legal rights from independent legal counsel of its choosing or it has knowingly declined to do so after being advised to do so and that the person signing has read and understands all of the terms and provisions of this agreement. Further, the parties have cooperated in the drafting and preparation of this agreement. It shall be deemed their joint work product and may not be construed against any party by reason of its preparation or word processing.

13. This agreement sets forth the entire understanding of the parties hereto and cannot be modified, terminated or rescinded except by mutual written agreement of both parties hereto. This agreement shall be governed by and construed under the laws of the State of California applicable to agreements made and to be wholly performed therein.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first set forth above.

AGREED TO AND ACCEPTED:

AGREED TO AND ACCEPTED:

ANTENNA  
("Administrator")

\_\_\_\_\_  
("Publisher")

By: \_\_\_\_\_

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

Schedule "A" to the Exclusive Placement Agreement between

Antenna and \_\_\_\_\_ (ASCAP/BMI)

dated as of \_\_\_\_\_

(Information to be provided by Publisher and attached hereto)

Masters and Compositions: