

# ARRIVAL SOUNDS LTD

## NON-EXCLUSIVE SYNCHRONIZATION REPRESENTATION AGREEMENT

This Agreement (the 'Agreement') is made and entered into as of 3/10/2019, by and between Arrival Sounds LTD located at 230C 196 West 3<sup>rd</sup> Ave, Vancouver, BC, Canada ('Agent'), and Blue Moon Marquee ('Client'), located at #20 7595 Bell McKinnon RD, Duncan, BC Canada V9L 5T2 (sometimes referred to individually as 'Party' and collectively as the 'Parties.')

In consideration of the following:

- A. Agent as music licensing company will, to its best ability, work to pursue and obtain master and synchronization licensing for musical compositions and master recordings in a wide variety of contexts, including but not limited to, motion pictures, television, advertising, trailers, promos, video games, the Internet, and other multimedia markets;
- B. Client owns and/or represents Clients' share of the worldwide rights to the musical works (the 'Masters') and musical compositions (the 'Compositions') itemized on the attached Schedule A (collectively the 'Catalog'). Schedule A may be added to from time to time with the consent of both parties;
- C. Client agrees to elect Agent as its non-exclusive representative in finding synchronization licenses for the Catalog in a wide variety of contexts, including but not limited to, motion pictures, television, advertising, trailers, promos, video games, the Internet and other multimedia markets.

The parties hereinafter agree to as follows:

### **1. Territory**

- 1.1 Client hereby elects Agent as Client's non-exclusive synchronization licensing agent throughout the world (the 'Territory') to find and acquire master and synchronization licenses for the Catalog in a wide variety of contexts, including but not limited to, motion pictures, television, advertising, trailers, promos, video games, the Internet and other multimedia markets.

### **2. Content Delivery, Marketing and Promotion**

- 2.1 Client approves Agent to use the Catalog on Agent's website for the purpose of licensing and to use permitted images of Client on its website and other kinds of media while pursuing master and synchronization licenses for the Catalog.

- 2.2 Client will promptly deliver to Agent on execution of this Agreement and upon any further need:
- (a) Precise and correct ownership information for the Catalog;
  - (b) AIFF or WAV audio files, as well as full track and instrumentals for the Catalog;
  - (c) Concerns for any moral or ethical restrictions in licensing the Catalog; and
  - (d) Digital album artwork, press photo(s) and bio for promotional use.

### **3. Representation and Warranties**

- 3.1 Licenses may be granted in perpetuity for life of any valid worldwide copyrights, or for a reduced term or territory. Agent will only grant exclusive licenses with Client's previous written approval.
- 3.2 Client hereby warrants that all musical works listed in Schedule A are original works and that no musical works will contain unauthorized samples, covers, or infringe upon any part of any third party's music or literary work. Client further warrants that it owns and/or controls all obligatory rights needed to legally provide/license/offer the musical work submitted to Agent consistent with the terms of this Agreement.
- 3.3 Client agrees to indemnify and hold Agent (and its owners, officers, directors, employees, agents, representatives and/or affiliates) harmless against any and all losses, damages, costs, claims, actions and proceedings, including without limitation legal fees and costs, resulting from the breach of the warranties and representations made by the Client in this Agreement.

### **4. Fees and Payments and Accounting**

- 4.1 Agent will be payee for all licensing fees and keep a **forty percent (40%)** commission from the total of all Client's sync related share of master and synchronization licensing fees, as set out in Schedule A (collectively known as the 'Fees').
- 4.2 Agent will not receive any non-sync related licensing income (i.e. 'back end' royalties such as broadcast performance, mechanical royalties, etc.)
- 4.3 Agent will pay Client their portion of the license fees minus Agent's commission within ten (10) business days after the fee is received and cleared in Agent's account. Accounting is not needed for any period that no payment is due.

### **5. Termination**

- 5.1 After the initial term of **one (1) year** effective from the date above, the

Agreement will operate on a month-to-month basis until terminated by either party without cause with **one hundred and twenty (120) days** written notice (the 'Term').

- 5.2 Any quote sent and/or license negotiated and/or obtained during the Term is valid and binding on Client. Agent will have the right to collect commissions from any pending licenses and any others that arise from Agent's efforts within **ninety (90) days** following the end of the Term.
- 5.3 Upon termination of the Agreement Agent will have **sixty (60) days** to remove Client's Catalogue listed in Schedule A from Agents website and other kinds of media.

## **6. General Provisions**

- 6.1 All notices and other communications hereunder shall be in writing sent to the address written above or by email.
- 6.2 Client shall not disclose, communicate or share, in any manner or form, directly or indirectly, to any person or entity, any confidential information Client may receive from Agent regarding pitch opportunities and/or briefs.
- 6.3 If either Party breaches any term or condition of this Agreement, the breaching party will have **thirty (30) days** to rectify such breach after the first day of written notice from the non-breaching party. The non-breaching party may terminate the Agreement should the breaching party fail to resolve the breach after **thirty (30) days**.
- 6.4 This Agreement shall be governed by enforced in accordance with the laws of the Province of British Columbia and any disputes arising hereunder shall be subject to the exclusive jurisdiction of the provincial and federal courts located in the Province of British Columbia.

IN WITNESS WHEREOF, this Agreement has been executed by each of the Parties hereto.

ACCEPTED & AGREED

**ARRIVAL SOUNDS**

**JASMINE OHLHAUSER  
, BLUE MOON MARQUEE  
#20 7595 Bell Mckinnon Rd Duncan BC v9L 5t2  
Duncan, BC Canada**

**(AGENT)**

**(CLIENT)**

Jane Aurora

(Artist Representative)  
A duly authorized signatory

**DATE OF THIS AGREEMENT:** \_\_\_\_\_

3/10/2019

**SCHEDULE A**

<b>SONG TITLE</b>	<b>WRITER(S) (%)</b>	<b>PUBLISHER(S) (%)</b>	<b>MASTER OWNER(S) (%)</b>
Big Black Mamba	Blue Moon Marquee	CONTROL	Blue Moon Marquee
	(A.W. cardinal, Jasmine Ohlhauser)		
Smoke Rings for my Rider			
	All songs written by BMM	All songs are 100% owned by Blue Moon Marquee	
Fever Flickering Flame		registered with Socan	
<u>Hard Times Hit Parade</u>			
<u>As I lay Dying</u>			
<u>High Noon</u>			
<u>The Red Devil Himself</u>			
<u>Big Smoke</u>			
52nd St Strut			
Wayward			

Lost And Wild			