

GOTCHSCAPE ENTERTAINMENT LLC TERMS OF SERVICE AGREEMENT

This Terms of Service Agreement ("Agreement") is made effective as from _____ , by and between Gotchscape Entertainment L.L.C. ("**Gotchscape**"), and _____ , the Rights Holder, acting on your own behalf or as the legal representative for a band, group, Rights Holder, corporation or label (hereinafter referred to as the "**Rights Holder**")

1. **TERMS OF SERVICE AGREEMENT.** Rights Holder hereby grants Gotchscape the exclusive right worldwide, during the Term, to:

1.1.1. act as the licensor and digital distributor of Rights Holder's content to resellers worldwide, and authorize such Resellers to promote, sell, distribute and deliver encoded versions of the Content to Service Users in digital form.

1.1.2. Act as the digital asset manager of Rights Holder's Content to YouTube worldwide, fingerprint, and monetize digital assets.

1.1.3. reproduce and convert Rights Holder's Content into digitally encoded files in any format now known or hereafter devised, including the assignment and insertion of ISRC codes; and collect, administer and distribute proceeds from Resellers' use of Rights Holder's Content, in accordance with this Agreement.

Associated Rights. Rights Holder hereby grants Gotchscape the right during the Term, to authorize Resellers to perform Preview Clips of the Masters and to use the artwork, track and/or album names associated with the Masters.

Promotional Rights. Subject to Rights Holder's consent, Gotchscape shall have the right to repackage Rights Holder's Content with other digital media content in the form of branded or co-branded compilations and other such forms.

2. RIGHTS HOLDER'S OBLIGATIONS

2.1.1. Rights Holder shall clear all rights to the Content necessary for Gotchscape to reproduce works of the Content. Rights Holder shall notify Gotchscape in writing of any restrictions that may apply to the sales of Rights Holder's Content, including any territorial resale restrictions.

2.1.2. Rights Holder shall be responsible for all royalties payable to publishers of Compositions and any other royalties payable with respect to the Content. Rights Holder shall hold Gotchscape harmless from any and all claims, including reasonable attorney's fees arising from Rights Holder's breach of this Section.



2.1.3. Rights Holder shall deliver the Content to Gotchscape with all information to identify Compositions, album titles, album artist(s), catalog numbers, track numbers, and whether Masters contain explicit lyrics.

2.1.4 Right To Shop Sync Licenses. Rights Holder shall at all times have the final decision as to whether to enter into any particular sync license and the Terms of any such license.

Rights Holder hereby grants Gotchscape the non-exclusive right during the term, to represent the Rights Holder in discussions and negotiations with interested music supervisors and other third parties regarding sync licenses whereby such third parties may make synchronized uses of Rights Holder's Content in conjunction with motion pictures, advertisements, videos, and other such uses. Gotchscape shall pay eighty percent (80%) of the Gross Compensation to Rights Holder ("Master Proceeds") and shall retain twenty percent (20%) of the Gross Compensation in consideration for Gotchscape's services on all synchronized licenses of masters only.

3. GOTCHSCAPE'S OBLIGATIONS

3.1. Gotchscape shall use reasonable efforts to promote and market Rights Holder's Content.

3.2. Upon termination of this Agreement, Gotchscape shall, upon termination or receipt of written notice from Rights Holder, remove Rights Holder's Content from its Digital Music Service.

4. OWNERSHIP

4.1. All rights in and to the Content and any other materials provided by Rights Holder to Gotchscape shall at all times be owned exclusively by Rights Holder.

5. COMPENSATION

5.1. Gotchscape shall collect from Resellers all sums due arising from sales of Rights Holder's Content to Service Users.

Gotchscape shall pay eighty percent (80%) of the sales to Rights Holder and shall retain twenty percent (20%) of the sales as its distribution fee.

5.2. Promptly following the end of each calendar month Gotchscape shall compute the amount due and shall, within forty five (45) days, send a detailed statement to Rights Holder. Gotchscape shall send payment to Rights Holder provided that the total sales payable to Rights Holder total at least \$50.00. Notwithstanding, Gotchscape shall make payments to Rights Holder no less frequently than every 12 months, regardless of the amount of sales due.

5.3. Books and Records. Gotchscape cannot and will not store monthly reports. It is the Rights Holder's responsibility to download and save the reports on a monthly basis. If the Rights Holder does not receive their monthly royalty statement they are required to notify Gotchscape to inform them. Additional reporting on singles, albums, or catalogs are subject to service fee's and charges.



6. TERM AND TERMINATION

6.1. This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year. Thereafter, the Agreement shall automatically renew for one-year terms unless Rights Holder provides written notice to terminate this Agreement.

6.2. Upon termination of this Agreement, Gotchscape shall cause Resellers to promptly remove and withdraw Rights Holder's Content from its Digital Music Service.

7. RIGHTS HOLDER'S REPRESENTATIONS AND WARRANTIES

7.1. Rights Holder has full authority to enter into this Agreement and warrants that it shall fully comply with all obligations.

7.2. Rights Holder owns or controls the necessary rights for the music provided to Gotchscape. Gotchscape shall not violate the copyright or intellectual property right of any third party.

7.3. Gotchscape may authorize Resellers to make previews available for promotional or marketing purposes, free from royalties for any publishing or public performance licenses.

8. LIMITATION OF LIABILITY

8.1. Each party shall defend and the other party (including its directors, members, officers, employees and other representatives) against any expenses or losses resulting from a claim of breach, third party or otherwise, or a claim which if true would constitute a breach, of any of the party's respective representations, warranties, or agreements contained herein, including reimbursement of reasonable attorney's fees and litigation expenses. The indemnified party shall give the indemnifying party prompt notice of any claim and, if the indemnified party so requests, the indemnifying party shall defend the indemnified party at the indemnifying party's expense with counsel approved by the indemnified party (which approval shall not be unreasonably withheld or delayed). Any settlement shall be subject to the indemnified party's prior written approval.

8.2. If any claim should be lodged with Gotchscape or any action commenced having as its basis a claim which, if proved, would constitute a breach by Rights Holder of any Rights Holder's representations, warranties, or agreements contained herein, Gotchscape, in addition to any other right or remedy, shall have the right to withhold from any payments otherwise due to Rights Holder an amount equivalent to that claimed or sued for plus reasonably anticipated attorney's fees and costs relating thereto.

Any amount so withheld shall be credited to Rights Holder account (after deduction of any amounts Gotchscape may retain under this Section 8) when Gotchscape shall have received reasonable assurances that the claim or action has been finally settled or fully adjudicated and the judgment satisfied, or that the statute of limitations on such claim has run, or when reasonable and adequate security for the claim has been provided by Rights Holder to Gotchscape.



9. CONFIDENTIALITY

9.1. Except as required by law, each party will maintain in strict confidence all confidential information and will not reveal to any third party the terms and conditions of this Agreement.

10. GENERAL

10.1. All disputes arising from this Agreement shall be governed by the laws of the Republic of Kenya.

10.2. In the event that any action in connection with this Agreement is instituted by one party against another party, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs incurred in any such action.

10.3. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements.

10.4. Rights Holder hereby grants Gotchscape the non-exclusive right to manage all rights stated in the digital copyright act including piracy issues, copyright infringement and electronic take down notices sent to Digital Service Provider for Content provided to Gotchscape.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Legal Name : _____

Company / Label Name : _____

Passport / ID Number : _____

Signature : _____

Date: _____

