

FUZZY MOON MUSIC /THE COMPOSER AGREEMENT 17 February 2010

THIS AGREEMENT is made between the managers of the distribution website, Elisabeth Barratt and Paul Milnes, known henceforth as “Fuzzy Moon Music” and the signatory under ‘The Composer’ at the end of this document, known henceforth as “the Composer”.

For good and valuable consideration paid as set out herein, Fuzzy Moon Music agrees to provide certain services and the Composer agrees to certain terms and conditions herein with respect to the use of those services.

A. STATEMENT OF SERVICES PROVIDED BY FUZZY MOON MUSIC

In exchange for the initial enrolment fee of £50 and 1/3 of the subsequent 15% commission taken from the sale of the Composer’s scores and parts on line, Fuzzy Moon Music agrees to provide the following services:

- Fuzzy Moon Music website hosting and maintenance.
- The provision and management of a biography page for the Composer’s 200 words of text (including review quotes) and a photo.
- The distribution of the Composer’s scores and parts in PDF format (generated by the Composer), sold at a retail price which will be agreed between the Composer and Fuzzy Moon Music before cited on the website.
- The provision and management of an Excel spreadsheet that will include the Composer’s titles as distributed by Fuzzy Moon Music with the relevant instrumentation, doublings, approximate length (in minutes and seconds), solos and description of the piece’s character, retail price, grading and where appropriate, the relevant link to a web site that sells the CD on which the title was recorded.
- Management of the website’s PayPal account.
- Technical support and assistance for customers with regard to the operation and navigation of the Fuzzy Moon Music website.

Fuzzy Moon Music will upon demand, and at cost, provide additional services with regard to the design, creation and management of the website content.

Fuzzy Moon Music also will, upon demand, and at cost, provide the Composer with marketing and promotional services to assist the Composer in promoting and advertising the scores and parts being distributed by Fuzzy Moon Music

B. DURATION OF AGREEMENT

The initial duration of this Agreement is two (2) years, and will continue automatically from year to year unless terminated in writing by either party with a 2-month notice period. For the purposes of this Agreement, the term (“Term”) is defined as: the initial two-year period plus any automatic renewal periods.

C. EXCLUSIVITY: During the period of this Agreement Fuzzy Moon Music will be the exclusive distributors of all the Composer’s scores and parts being sold on the Fuzzy Moon Music website. The composer will include the following terms at the foot of each page of the pdf-ed scores and parts forwarded to Fuzzy Moon Music for sale on the Fuzzy Moon Music website: “Copyright © [year written] [Name of composer]. All rights reserved. Distributed on behalf of [Name of composer] by fuzzymoonmusic.com in accordance with their terms and conditions. For sole use of the purchaser”.

Fuzzy Moon also recommends the Composer adds “All performance to be registered with the PRS, ASCAP or other relevant Performance rights organization” at the bottom of each page, although this is not obligatory as it is in the terms and conditions that the customers have to agree to before payment is processed and the PDFs are forwarded.

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D. FEE COLLECTION, COMPENSATION AND PAYMENT

Collection of monies: The Composer authorizes and agrees that Fuzzy Moon Music will be solely responsible for the collection of stated fees from customers. Fuzzy Moon Music agrees to collect said fees and will pay the Composer for the sale of goods and services based upon the terms and conditions of this Agreement.

Taxes: Fuzzy Moon Music agrees to collect and pay to the proper and appropriate authorities, in accordance with legal requirements, any sales tax, value-added-tax (VAT), or similar taxes or government fees that are owed due to the sale of the Composer's PDFs (collectively "Sales Taxes"). Collected Sales Taxes charged to those with UK addresses will not be deposited into the Composer's account, but shall instead be deducted and paid by Fuzzy Moon Music directly to the appropriate British governmental authority. An accounting fee equal to the amount of £20/yr shall be charged against the Composer's account to cover the cost of processing and accounting.

Commission fee: Fuzzy Moon Music will also deduct a 15% management fee from the Composer's quarterly gross sales of PDFs before transferring the remaining funds to the Composer.

Pay period: All The Composers shall be sent sales information and be paid on a quarterly pay period (30th April, 30th July, 30th October and 30th January).

Refunds to customers: The parties agree that any refunds for PDFs purchased by the customer will be made to any customer that request it within the first 30 days after the date of purchase, as clearly stated in the terms and conditions agreed to by the customer via the Fuzzy Moon Music website. If Fuzzy Moon Music is asked to process a refund to a customer who has purchased the Composer's PDFs, Fuzzy Moon Music will process the refund to the customer on behalf of the Composer before transferring the remaining funds to the Composer's account. If a credit card processor charges back to Fuzzy Moon Music an amount against a sale of the Composer's goods for any reason allowable under the credit card processor's merchant regulations including fraud, consumer complaint or government order, Fuzzy Moon Music reserves the right to make the refund without the Composer's explicit instruction or consent.

Charge backs: If a credit card processor charges back to Fuzzy Moon Music an amount against a sale of the Composer's goods or services (which they may do for any reason allowable under the credit card processor's merchant regulations, including fraud, consumer complaint or government order), the parties agree to the following:

With any refund or charge back of a transaction Fuzzy Moon Music has already processed, Fuzzy Moon Music will deduct the original retail margin from the Composer's account. Fuzzy Moon Music also will be responsible for any charge back fees charged by the credit card processors unless the charge back was caused by any action or inaction on the part of the Composer.

Transfer of monies to the Composer: At the end of each quarterly pay period Fuzzy Moon Music will transfer all relevant funds to the Composer by Internet banking.

All payments to the Composer are subject to the following:

(i) Fuzzy Moon Music reserves the right to withhold the first £40 of the sales as a reserve for returns. The purpose of this reserve is to cover future refunds; charges against the Composer's account, or other liabilities the Composer may owe Fuzzy Moon Music. Fuzzy Moon Music statements will note the amount on reserve.

(ii) If the total amount owed to the Composer at the end of a calendar quarter will be less than £25, Fuzzy Moon Music may withhold payment until a later quarter when the total amount owed is greater than £40.

(iii) The first payment to the Composer will not be due any earlier than the pay cycle's annual quarter that follows the 60th day after the date of the first sale of the Composer's music.

(iv) Any and all fees, payments, compensation, consideration, and other money amounts shall be expressed and payable in Pounds Sterling. No interest shall be paid to the Composer for sums in Fuzzy Moon Music's PayPal or Bank accounts. Fuzzy Moon Music may amend its Fee Schedule, or add any non-scheduled fees,

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at any time, but shall provide the Composer with at least thirty (30) days notice, prior to any amendment or fee change.

7. Fuzzy Moon Music reserves the right to limit the forms of payment made by the Customers to PayPal.

8. Fuzzy Moon Music reserves the right to refuse to transact with any customer, individual, or entity, if it determines there is evidence or suspicion of fraudulent or illegal activity on its part.

E. OWNERSHIP OF THE FUZZY MOON MUSIC SITE

The parties understand and agree that all designs, discoveries, inventions, products, procedures, improvements, developments, drawings, notes, documents, documentation, information and other materials made, conceived and/or developed by or on behalf of Fuzzy Moon Music hereunder, including, without limitation, all rights under copyright, patent, trademark, common law and all other proprietary rights with respect thereto ("IP Rights"), therein are the sole and exclusive property of Fuzzy Moon Music, except for any pre-existing text, graphics or images provided to Fuzzy Moon Music by the Composer or new artwork, logos, graphics, text, data and other materials supplied by the Composer to Fuzzy Moon Music in connection with this Agreement, which shall remain the sole and exclusive property of the Composer. The Composer hereby grants a non-exclusive license to Fuzzy Moon Music during the term of this Agreement to use the Composer Content as necessary in order to perform its obligations hereunder.

Third Party Materials: In the event that any materials proprietary to any party other than Fuzzy Moon Music or The Composer ("Third Party Materials") are incorporated into the Composer Content, such Third Party Materials shall be identified by the Composer in writing and the Composer shall be responsible for securing for Fuzzy Moon Music the full right to use such Third Party Materials as required to perform Fuzzy Moon Music's obligations and at no charge to Fuzzy Moon Music. Fuzzy Moon Music shall not be responsible for any failure or delay hereunder caused by the Composer's failure or delay in securing such right. In the event that Fuzzy Moon Music incorporates any Third Party Materials into Fuzzy Moon Music Programming, Fuzzy Moon Music shall notify the Composer in writing identifying such Third Party Materials and shall be responsible for securing for the Composer the full right to use such Third Party Materials as required hereunder and the rights to grant the license of Fuzzy Moon Music Programming hereunder.

F. COPYRIGHT

The parties understand and agree that the Composer retain all copyright of their work. British and International copyright laws protect all content. Copyright in content other than that created by the Composer is retained at all times by Fuzzy Moon Music. In the event that Fuzzy Moon Music wishes to take legal action for payment, misuse of content, or unauthorized use of content the Composer agrees to assist Fuzzy Moon Music in any way possible to achieve enforcement of rights and recovery of compensation pursuant to local, British and International law. Any fines, penalties or any costs, including attorney fees, incurred by Fuzzy Moon Music as a result of non-compliance with the above, shall be reimbursed to Fuzzy Moon Music by the Composer upon demand.

G. INTELLECTUAL PROPERTY RIGHTS

The Composer agrees to defend, indemnify, and hold Fuzzy Moon Music and its affiliates, directors, officers, employees, and agents harmless against any and all claims asserted against them as a result of an unauthorized submission of material to the Fuzzy Moon Music website. Fuzzy Moon Music and its partners or affiliates shall not be responsible for libel, defamation, invasion of privacy or publicity, copyright infringement or any other violation of rights should anyone of the Composer's users or content providers violates said rights. Fuzzy Moon Music and its partners or affiliates shall not be held accountable for content or on-line dissemination of content by the he Composer or any Customer that infringes the rights, personal or proprietary of any third party. Fuzzy Moon Music and its partners or affiliates shall not be held accountable if any Customer infringes the rights, personal or proprietary of the Composer. The Composer agrees to reimburse Fuzzy Moon Music or to permit Fuzzy Moon Music to recover any monies due with respect to any such claims. The Composer acknowledges that the Fuzzy Moon Music business model, all of its trademarks/copyrights/concepts and ideas are proprietary to Fuzzy Moon Music and can in no way be used at any time in conjunction with any project, promotion, business venture or model outside of Fuzzy Moon Music. The Composer agrees to not in any way imply ownership of the proprietary ideas, concepts or process of Fuzzy Moon Music and understand that by doing so may result in immediate termination of this agreement and/or additional compensation for damages incurred. From time to time Fuzzy Moon Music will grant permission for the use of the Fuzzy Moon Music logo and may issue Fuzzy Moon Music catalog numbers for official releases. Logos or Fuzzy Moon Music catalog numbers cannot be used at anytime

Office number 0044 (0)20 7277 8492 Mobile: 0044 (0)7870 383776 charts@fuzzymoonmusic.com
www.fuzzymoonmusic.com

Fuzzy Moon Music, PO Box 63456, London, SE4 9AD, UK

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without the express written consent of Fuzzy Moon Music and agreement must be renewed for each printing/use. Fuzzy Moon Music reserves the right to collect up to of £3 per printed article or £300 per web page reference for each violation. The Composer agrees to abide by all rules and regulations with regard to the representation of Fuzzy Moon Music within the Composer's publicity campaigns.

H. PAYMENT OF ROYALTIES AND FEES

In the event that a Composer uses in part or whole, or licenses a work for use, which work is not fully owned by the Composer, such as an arrangement of an existing piece by another composer, the Composer is solely responsible for the securing in advance of permission to use the work and the payment of any licensing fees or royalties for the use of that work. The Composer agrees to defend, indemnify, and hold Fuzzy Moon Music and its affiliates, directors, officers, employees, and agents harmless against any and all claims asserted against them as a result of an unauthorized use of copyrighted material.

I. REPRESENTATION

The parties understand and agree that at no time is the Composer or any authorized or unauthorized representative of the Composer permitted or authorized to represent themselves as a Fuzzy Moon Music employee or agent. Doing so may result in termination and possible legal action against the Composer.

J. TRADEMARKS

The use of the Fuzzy Moon Music trademark or logo is strictly prohibited without the express written consent of Fuzzy Moon Music. Fuzzy Moon Music's Intellectual Property Rights may not be used in connection with any product or service that is sanctioned by Fuzzy Moon Music or in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Fuzzy Moon Music. All other trademarks not owned by Fuzzy Moon Music or its subsidiaries that appear on Fuzzy Moon Music's site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Fuzzy Moon Music or its subsidiaries.

K. USE OF CONFIDENTIAL INFORMATION

The Composer acknowledges that they may receive confidential or proprietary information regarding the Fuzzy Moon Music process in the course of his participation in the Fuzzy Moon Music process. Should the Composer be the recipient of confidential information the Composer agrees to:

- (a) Receive and maintain the Confidential Information in confidence;
- (b) Examine the Confidential Information at its own expense;
- (c) Not reproduce the Confidential Information or any part thereof without the express written consent of Fuzzy Moon Music;
- (d) Not, directly or indirectly, make known, divulge, publish or communicate any Confidential Information to any person, firm or corporation, without the express written permission of Fuzzy Moon Music;
- (e) Limit the internal dissemination of the Confidential Information and the internal disclosure of the Confidential Information received from Fuzzy Moon Music only to those officers and employees, if any, of the Composer who have a need to know and an obligation to protect it;
- (f) Not use or utilize the Confidential Information without the express written permission of Fuzzy Moon Music;
- (g) Not use the Confidential Information or any part thereof as a basis for the design or creation of any method, system, apparatus or device similar to any method, system, apparatus or device embodied in the Confidential Information unless expressly authorized in writing by Fuzzy Moon Music; and
- (h) Utilize the best efforts possible to protect and safeguard the Confidential Information from loss, theft, destruction, or unauthorized use.

L. THE RETURN OF CONFIDENTIAL INFORMATION

The parties understand and agree that all information provided by Fuzzy Moon Music shall remain the property of Fuzzy Moon Music. The Composer agrees to return all Confidential Information embodied in tangible form to Fuzzy Moon Music within fifteen (15) days of written demand by Fuzzy Moon Music. When the Composer has finished reviewing the information provided by Fuzzy Moon Music and has made a decision as to whether or not to work with Fuzzy Moon Music, the Composer shall return all information to Fuzzy Moon Music without retaining any copies.

M. NON-ASSIGNABLE

This agreement shall be non-assignable by the Composer without prior written permission of Fuzzy Moon Music. If this Agreement is assigned or otherwise transferred, by Fuzzy Moon Music, it shall be binding on all successors and assigns of Fuzzy Moon Music.

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N. SPAM AND ADVERTISING

Any advertising or other marketing materials that mention Fuzzy Moon Music or the Fuzzy Moon Music web site, or which contain hyperlinks to the Fuzzy Moon Music web site, must be in compliance with all laws concerning advertising and marketing for the territories to which the Composer delivers those materials. The Composer understands and agrees that they are responsible for compliance with all of the above, whether they provide the e-mails or advertisements on or use the services of a third party. Any fines, penalties or costs, including attorney fees, incurred by Fuzzy Moon Music as a result of non-compliance with the above, shall be reimbursed to Fuzzy Moon Music by the Composer upon demand.

O. GOVERNING LAW

This Agreement and all questions relating to its validity, interpretation, performance and enforcement (including, without limitation, provisions concerning limitations of actions), shall be governed by and construed in accordance with British law.

P. BINDING NATURE OF AGREEMENT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

Q. PROVISIONS SEPARABLE

The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

R. ENTIRE AGREEMENT

This Agreement with Attachments hereto sets forth all of the covenants, promises, agreements, conditions and understandings between the parties and there are no covenants, promises, agreements or conditions, either oral or written, between them other than herein set forth. No subsequent alteration, amendment, change or addition to this Agreement shall be binding upon either party unless reduced in writing and signed by them.

S. TERMINATION BY FUZZY MOON MUSIC

Fuzzy Moon Music reserves the right to terminate this Agreement:

- (a) Without reason or cause by giving forty-five (45) days notice prior to the end of any 1-year term in writing of its intention to terminate;
- (b) Immediately if the Composer defaults in making the payments required of it hereunder or materially breaches any other part of the terms of this Agreement.

T. TERMINATION BY THE COMPOSER

The Composer reserves the right to terminate this Agreement:

- (a) Without reason or cause by giving forty-five (45) days notice in writing prior to the end of any 1 year term of its intention to terminate.
- (b) Immediately if Fuzzy Moon Music defaults in supplying the service that is outlined in this agreement.

U. NON-ENFORCEMENT DOES NOT CONSTITUTE WAIVER

Failure by either party at any time to enforce any of the specific provisions of this Agreement shall not preclude any other or further enforcement of such provisions or the exercise of any other right hereunder.

V. NOTICE PROVISION

1. Notice. Any notices required or permitted to be given hereunder shall be given in writing and shall be delivered

- (a) in person,
- (b) by certified mail, postage prepaid, return receipt requested,
- (c) by a commercial overnight courier that guarantees next day delivery and provides a receipt,

and such notices shall be addressed as follows:

Fuzzy Moon Music,
PO Box 63456,
London
SE4 9AD,

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Fuzzy Moon Music, PO Box 63456, London, SE4 9AD, UK

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UK

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

W. AGREEMENT SUPERSEDES

The parties acknowledge and agree that this Agreement supersedes any and all oral or written representations and all previous agreements between the parties with respect to the rights and obligations of Fuzzy Moon Music or the Composer now formalized in this Agreement. This agreement may be revised from time to time as needed. The Composer shall be notified of any changes and this document will be made publicly viewable for the Composer to review such changes.

DATE: _____

Fuzzy Moon Music Representative

DATE: _____

The Composer

Please sign and mail to:

Fuzzy Moon Music,
PO Box 63456,
London
SE4 9AD,
UK