



SONGFINCH SONGWRITER AGREEMENT

This Songwriter Agreement (the “**Agreement**”) is made as of the date set forth below by and between the undersigned (the “**Artist**”) and SongFinch, LLC, an Illinois limited liability company located at 1765 N. Elston Ave., Ste. 211, Chicago, IL 60642 (hereinafter referred to as “**SF**”). Artist hereby agrees to provide services and deliver a musical composition (the “**Composition**”) and master recording (the “**Master**”) which, upon acceptance by SF shall collectively be referred to as the “**Work**”.

SF is an online gift platform, www.songfinch.com (the “**Site**”), which allows its customers to request and purchase a custom song. Artist is a singer-songwriter and has the ability to create and record songs. SF wishes to have Artist create songs for its customers and Artist agrees to do so in accordance with the terms and conditions set forth below.

1. **Request and Delivery.** From time to time, SF may request that Artist create a new Work. Upon SF’s request and Artist’s approval, which shall be made in Artist’s sole discretion, Artist hereby agrees to deliver a fully original mixed and edited Work, including an instrumental version of the same, to SF with all necessary licenses, approvals, consents and permissions arising out of or in respect to this Agreement, if any, within a time frame set by SF, in its sole and absolute discretion. Artist’s delivery of the Work shall constitute his/her representation that all of the foregoing are obtained. The Work shall be subject to SF’s good faith approval that the Work is commercially and technically satisfactory. Artist hereby agrees to work with SF, on a reasonable and timely basis, to make any requested modifications to the Work, if and when requested by SF. Any and all compensation which may due to Artist hereunder is completely dependent on the acceptance of the Work by SF.

2. **Compensation.** In consideration for the services provided herein, SF shall pay Artist a total sum of One Hundred U.S. Dollars (\$100.00) for each and every accepted Work (each payment shall be referred to as the “**Fee**”). Unless otherwise communicated to Artist by SF in writing, with email communication deemed to be sufficient, SF shall deliver the Fee within forty-eight (48) hours of SF’s acceptance of the Work. SF may offer its customers merchandise to purchase after customers have purchased a Work, including, without limitation, printed lyric sheets, custom vinyl or compact discs (collectively the “**Merchandise**”). SF shall have the sole and absolute discretion in determining what Merchandise to sell and the price for the same. SF shall pay to Artist ten percent (10%) of the gross revenue collected by SF from the sale of any Merchandise that is sold solely in conjunction with a Work created by Artist. The compensation set forth above is the full and complete payment to Artist for all services in regards to the Work. Except as set forth herein, no additional Fee and/or compensation, including, without limitations, mechanical or performance royalties, will be due to Artist as a result of the use or exploitation of the Work.

3. **Ownership of Master.** Artist acknowledges that each Master is a "work-made-for-hire" for Artist and that, as between Artist and SF, SF will own, in perpetuity and throughout the universe, all right, title and interest, including, without limitation, one hundred percent (100%) of the copyright interest and all renewals and extensions thereof, in and to the Master (excluding the Composition embodied therein), the performances embodied therein, and the results and proceeds of Artist’s services, free of any claims. To the extent that Artist may be deemed an "author" of a Master, Artist hereby irrevocably transfers, grants, conveys and assigns to SF, in perpetuity and throughout the universe, all such right, title and interest in and to the Master, including, without limitation, the copyright and all renewals and extensions thereof. Artist hereby expressly waives any and all so-called "moral rights" of authors, rental rights, and any

comparable rights relating to Artist's services hereunder, the Master and any and all versions and copies thereof. Upon SF's request, Artist shall execute and deliver to SF any and all additional documents necessary or desirable to convey or confirm the rights granted in this Agreement. If Artist fails to do so within five (5) business days following receipt of any such request, then Artist, or Artist's designees or assignees, including, without limitation, SF, may execute such documents on Artist's behalf as Artist's limited attorney-in-fact, such right being coupled with an interest and irrevocable.

4. **Ownership of Composition.** Artist shall remain the owner of one hundred percent (100%) of each Composition in perpetuity. Notwithstanding the foregoing, Artist hereby agrees to cause Artist's share (and the share of any co-writer engaged by Artist) of each Composition to be licensed to SF as a royalty free controlled composition for the exploitation as described herein, including without limitation, the "Use", as defined below. The foregoing shall bind Artist and any music publishing designee, or any other party deriving rights from Artist in connection with Artist's share of a Composition.

5. **Ownership of Merchandise.** SF shall remain the owner of one hundred percent (100%) of each item of Merchandise created in connection with any Work. Upon SF's request, Artist shall execute and deliver to SF any and all additional documents necessary or desirable to convey or confirm the rights granted in this Agreement in connection with the Merchandise. If Artist fails to do so within five (5) business days following receipt of any such request, then Artist, or Artist's designees or assignees, including, without limitation, SF, may execute such documents on Artist's behalf as Artist's limited attorney-in-fact, such right being coupled with an interest and irrevocable. Artist shall have no right to offer the Merchandise for sale or to give away the same without the written consent of SF.

6. **Use of Work.** SF shall have the right, but not the obligation, to use the Work in perpetuity as follows (collectively as the "Use"):

- (a) In any and all media now known or hereafter discovered, and to reproduce, distribute, transmit, retransmit or otherwise exploit the Work via all media now known or hereafter devised (including without limitation all forms of theatrical and non-theatrical exhibition, vinyl records, cassettes, compact discs, video cassettes, video discs, video tape, and any other form of audiovisual device for personal use or otherwise, all forms of television including without limitation free, pay, and basic origination television, whether programming is transmitted by over-the-air broadcast, cable, closed circuit or direct broadcast satellite, via the Internet, whether via streaming or downloading, or by any other means now known or hereafter devised.
- (b) To license a Work to a third party customer of SF for that third party's individual and personal use only (the "Customer Use"). The Customer Use shall be limited through SF's Terms of Use Policy (available on the Site) and shall limit the Customer's Use to a Work to (1) personal use for broadcast on devices owned or controlled by such customer; (2) embedding and sharing on a customer's controlled social media outlets; (3) for sharing with friends and/or family of such customer and (4) downloading or replicating for any of the foregoing purposes.
- (c) With the written consent of Artist, to license the Work to a third party, other than a customer, for commercial purposes, including for synchronization with an audio-visual production. SF shall supply Artist with the terms of any such requested use, including any proposed fee, in its request to Artist. Artist shall have twenty-four (24) hours to consent or deny any such requested use. Should Artist fail to respond within the foregoing time frame, SF may deem the request denied by Artist. Upon SF's receipt of Artist's consent or the lapse of the foregoing time frame, SF shall have the right to enter

into a license or similar agreement with a third party and collect any and all amounts paid thereon. SF shall retain one hundred percent (100%) of the Master license use and fee, if any, of a Work and account to and account to and pay, if applicable, Artist one hundred percent (100%) of the Composition license use and fee, if any, of a Work. Artist is responsible for registration of a Composition with his/her chosen performance rights organization. Artist shall not look to or seek collection of any royalties from SF which may be earned via the licensing of a Work. Notwithstanding the foregoing, SF is not entitled to and shall not seek collection of any publishing related royalties (including, without limitation, performance royalties) earned in connection with any such license. SF will be considered the owner of any new master recording that is created as a condition of any such license of a Work.

- (d) In addition, Artist hereby grants SF the right to use the Artist's name, likeness, approved photographs and/or approved biographical information solely in connection with the Work and the foregoing Uses.

7. **Original Work.** Artist warrants that he has the right to enter into this agreement, and all music and other material (including, without limitation, so-called "samples") and all compositions and sound recordings furnished by Artist in connection with the Work are original with Artist or in the public domain throughout the world or used with the consent of the original owner thereof, and shall not infringe upon or violate any copyright of, or infringe upon or violate the right of privacy or any other right of, any person; Artist warrants that Artist is free to grant all rights granted and make all agreements, representations and warranties made by Artist herein. Artist agrees to hold SF and its respective affiliated entities, successors, licensees and assigns harmless from and against all damages, losses, costs and expenses (including attorneys fees and costs) which SF or any of its respective successors, licensees or assigns may suffer or incur by reason of the breach of any of Artist's warranties and representations made in this Agreement.

8. **Indemnification.** Artist agrees and shall at all times indemnify, save and hold harmless SF from and against any and all damages, losses, liabilities, costs and expenses (including actual legal costs and reasonable outside attorneys' fees) arising out of or in connection with any claim, demand, or action inconsistent with any representation, warranty or covenant made by Artist in this Agreement or any other act or omission by Artist. SF shall promptly give Artist notice of any claim, demand or action to which the foregoing indemnity applies. Artist may participate in the defense of any such claim, at Artist's expense. Artist shall promptly pay on demand any amounts for which Artist may be liable for the foregoing indemnity.

9. **Miscellaneous.** The parties hereto agree this Agreement constitutes the entire agreement between the parties with binding legal effect as to the subject matter hereof and supersedes any prior representations, understandings or agreements whether written or oral. Artist's sole remedy for any breach of this Agreement by SF shall be an action at law for damages, if any. In no event shall Artist be entitled by reason of any breach to enjoin, restrain, or seek to enjoin or restrain any exercise of the rights acquired by SF hereunder, including without limitation, the exploitation of the Work. SF will have the right to assign this Agreement and the rights herein without notice or consent of Artist. Nothing contained herein shall create an employee/employer, joint venturer or partnership relationship between the parties. This Agreement shall be governed by Illinois law. No modification or amendment of this Agreement shall be effective without the written consent of both parties. No waiver by SF to keep or perform any covenant or condition hereof shall be deemed a waiver of any preceding or succeeding breach of the same or any other covenant or condition. This Agreement may be executed in multiple counterparts, each of which shall represent an original and may be delivered by scanned email signature or facsimile.

IN WITNESS WHEREOF, this document has been signed as of _____.

AGREED AND ACCEPTED

ARTIST:

Print Name: _____

SONGFINCH, LLC

By: _____

Its: _____