



# YogiTunes

MUSICAL MEDICINE

## Yogi Tunes Masters Agreement Version 10.2021

This license agreement is made as of the date that Licensor executes this agreement, by and between Yogi Tunes, Inc. (“Yogi Tunes,” “us,” or “we”), and the undersigned licensor (“Licensor” or “you”).

Whereas, Yogi Tunes operates a digital music streaming and download service (“Service”) whereby end users (“Users”) of the Service may stream and/or download Master Recordings and other Content;

Whereas, Licensor is an artist, record label, or other rightsholder that owns and controls sound recordings (“Masters”) and related video content (“Videos”) and wishes to distribute them through the Service and include them in playlists on the Services;

Now, therefore, the parties hereby agree as follows:

### 1. **Content.**

- a. “Content” shall be defined herein as Masters, Videos and accompanying and/or synchronized artwork, photos, videos, animations, text, logos, names, trademarks, biographical information, images and likenesses to which you have rights of ownership and/or control sufficient to grant the rights licensed herein, in each instance.
- b. You agree to submit to Yogi Tunes all Content, or a schedule of Masters (Schedule A) if you would prefer to include or exclude part of your entire catalog, for which you have sufficient rights to grant the rights granted herein.
- c. Licensor may submit Content controlled by Licensor to the Service for streaming, individual track downloads, album downloads, and inclusion in playlists that will be streamed and may be downloaded by Users of the Service. If you have previously submitted Content to Yogi Tunes, all such Content and all playlists previously created that include such Content shall be deemed approved and included in the Service.

- d. Unless otherwise agreed, submission of Content will happen via Dropbox.com and be shared with: [content@yogitunes.com](mailto:content@yogitunes.com).
  - e. Yogi Tunes reserves the right to remove any item of Content from the Service for any reason.
2. **Term.** The initial term of this Agreement shall be for one (1) year from the date of your initial submission of Content to Yogi Tunes, or, if you have submitted Content to Yogi Tunes prior to the execution of this Agreement, one (1) year from the date of your execution of this Agreement (“Initial Term”). Following the Initial Term, this agreement shall automatically renew for consecutive one (1) year periods going forward (“Renewal Periods”), unless terminated by Licensor with at least sixty (60) days written notice prior to the conclusion of the Initial Term or Renewal Period, as applicable. The Initial Term and Renewal Periods shall together be referred to herein as the “Term.” Notwithstanding the foregoing, Yogi Tunes reserves the right to terminate this Agreement for any reason upon thirty (30) days written notice if we reasonably believe you are in breach of this agreement.
3. **Territory.** The territory for this Agreement (“Territory”) shall be worldwide. Notwithstanding the foregoing, we may implement functionality for you to exclude particular territories for each item of Content; if so, we will not exploit such particular Content in the territories excluded.
4. **Grant of Rights.** In consideration for your share of revenues herein, you hereby non-exclusively license to Yogi Tunes the following rights in and to the Content, for the Term and throughout the Territory:
- a. The right to distribute the Content via on-demand interactive and non-interactive streaming to Users of the Service
  - b. The right to include audio advertisements, display advertising, sponsored playlists and audiovisual advertising as part of the Service
  - c. The right to reproduce, sell, and digitally transmit downloads of any of the Content to Users as individual tracks, albums or as part of a custom playlist.
  - d. The right to combine any Content with other Content on the Service in custom playlists (for example, a “picks of the week” playlist).
  - e. The right to reproduce (including creation of buffer copies and offline caching) and publicly perform the Masters in direct connection with streaming the Masters through the Service (including, without limiting the foregoing sentence, Licensor acknowledges and agrees that Yogi Tunes shall not be required to pay any royalties to any performing rights organization (i.e., ASCAP, BMI, or SESAC) or any other copyright (including mechanical) or royalty collection societies (such as SoundExchange or the MLC) anywhere in the Territory, and no separate mechanical or public performance royalties shall be payable to Licensor in connection with exploitations of Content under this Agreement unless required by the law in a particular territory. YogiTunes instead promises to pay you when your music is performed publicly (e.g. in a yoga class) to cover revenues normally paid out to you by your performing rights organization. (\*Note that at this time performing rights organizations worldwide generally do NOT track the public performance of your music in small businesses and

independent venues, and therefore it is unlikely that you getting paid for this use, whereas we can and do track/payout for such use).

- f. The right to stream and publicly perform the Content on Soundcloud, YouTube, Facebook, Instagram and other social media outlets without additional remuneration to you, in connection with promoting your Content and promoting the Yogi Tunes service. Note this may require you to whitelist videos if they are flagged for copyright violation by the host service.
- g. **Business and Studio Plans:** Yogi Tunes offers a unique service to allow yoga, fitness, wellness, exercise, meditation and similar (collectively “Wellness”) teachers and studios to use Yogi Tunes in their Wellness classes. For this purpose, Yogi Tunes has created a special option for teachers and studios, known as the business and studio plans (“Studio Plan(s)”). **Subscription tiers worldwide include Studio Plans, and include the direct performance license in this section 4(g).** With Studio Plans, Users are allowed to use Yogi Tunes anywhere, for any Wellness classes, knowing that all Content is 100% fully licensed, including for public performance, thereby allowing teachers, students, studios and other Users to ensure that artists and songwriters are paid properly for use of their music in Wellness classes. The names, branding, options and pricing tiers associated with the Studio Plans may be changed from time to time for marketing or branding purposes. The Studio Plans expressly license your Content for use in in-person and virtual online classes, however it does not include a blanket license to mass-market subscription services such as YogaGlo or Peloton.
  - i. **Direct Performance License:** We shall provide direct performance rights licensing services with respect to your Masters subject to the terms and conditions of this Agreement. You hereby grant to us the irrevocable, sub-licensable, non-exclusive worldwide right and license during the term, and the right to issue non-exclusive licenses and to authorize third parties to issue non-exclusive licenses, to publicly perform your Masters for use as part of the Studio Plans, including, without limitation, for use in any Wellness class in any and all places and locations which provide Wellness classes as well as through online and digital transmission of such Wellness classes, and the right to collect and receive any and all payments made under all such licenses. All such Plays shall be via Studio Plans if they are used by teachers in Wellness classes and/or in Wellness studios. Yogi Tunes shall only license to teachers and venues that are using music provided by Yogi Tunes via Studio Plans; We will never license your performance rights to anyone if we are not supplying the music in connection with the license.
  - ii. **Authorization:** In addition to the rights granted to us as set forth above, we are hereby authorized, on behalf of you:
    - 1. To directly exercise any right you may possess to inspect the books and records of any licensees for the sole purpose of effectuating the terms of this agreement (i.e. third party collection societies);
    - 2. In the event of a disagreement or dispute with any licensee, potential licensee or infringer of the rights granted hereunder, to institute proceedings (including in your name to enforce the rights hereunder or the applicable license agreement and to enter into settlement agreements (and collect any associated payments) as we may determine

in our sole discretion provided we shall notify you in writing prior to instituting any such suit and permit you to additionally participate in such;

3. To execute documents and do all other acts that may be found necessary by us, in our best business judgment, in order to directly effectuate our objectives as outlined in this Agreement.
- iii. **Non-Exclusive:** Nothing herein shall prevent you from being a member of ASCAP, BMI, SESAC, or any other performance rights organization, however for Yogi Tunes' performances of your musical Compositions in the United States, including where such Compositions are performed in public venues, your Publisher will not be paid through those PROs, your Publisher will instead be paid directly and transparently via YogiTunes pursuant to the YogiTunes Publishing Agreement.
- iv. **Opted In:** By executing this Agreement you are automatically opted into YogiTunes service worldwide which covers public performance anywhere a Wellness class is taught, including virtually **unless you specifically inform us of any Content for which you do not have the right to grant us such rights so that we may exclude it from the Service.**

5. **Subscription Revenue Share.**

a. **Definitions:**

- i. "Song Play" – With respect to single tracks, any stream of a Master by a User lasting at least 60 seconds.
  - ii. The term "Play" shall be used generally to refer to a Song Play.
  - iii. "Gross Revenues" shall mean Yogi Tunes' gross revenues actually received by Yogi Tunes less credits, refunds, affiliate fees, and discounts.
- b. Licensor shall receive a pro-rata share of the percentages of Company's Gross Revenues from subscriptions listed below (the "Revenue Pool"). The pro-rata share shall be paid based on the number of Plays. The Revenue Pool percentage grows as the number of subscribers to Yogi Tunes' Service grows. Note that these percentages are for Masters only. A separate 5% of the Revenue Pool will be paid out to your Publisher as stated in the YogiTunes Publishing Agreement.

<b>Total Subscribers to Yogi Tunes</b>	<b>Revenue Pool</b>
0-5000	18%
5,000-15,000	22.5%
15,000-30,000	27%
30,000+	36%

c. Adjustments:

- i. Current plan pricing can be found on our [website](#) and varies depending on individual, professional or business use. Yogi Tunes reserves the right to change the subscription price at any time, offer discounts, credits, refunds, affiliate fees, rebates, VIP packages, and other adjustments to Users, provided that the lowest base subscription fee shall not be reduced below \$7 CAD/month without your approval.
- ii. In addition, you agree that we shall have the right to offer free trials of Yogi Tunes' Service to Users, which free trials may last up to thirty (30) days. Plays by free trial users shall count as Plays for purposes of calculating your pro rata share of the Revenue Pool.

6. **Downloads.** *(Note that the YogiTunes download service is currently suspended, but in future we would like to reserve the right to continue selling downloads)*

- a. Pricing: Yogi Tunes shall sell downloads of the Content to Users (including Users that have not subscribed to the Service) at the following prices (all prices CAD):

Single Track Base Price	\$1.29
Single Track 7.5 minutes+	\$1.49
Single Track 10 minutes+	\$1.79
Single Track 12 minutes+	\$1.99
Single Track 15 minutes+	\$2.49
Single Track 18 minutes+	\$2.89
Single Track 20 minutes+	\$3.19
Single Track 25 minutes+	\$3.99
Single Track 30 minutes+	\$4.99
Album	\$9.99

Yogi Tunes reserves the right to adjust pricing in its reasonable business judgment, so long as single track base is not reduced below \$.99 CAD.

Subscribers to the Service may receive up to a 25% discount from the above rates, at our discretion. In addition, we reserve the right to offer temporary discounts from time to time, however in no event shall the discount be greater than 25% without your approval.

- b. We will pay you the following percentages of Gross Revenues from downloads of your Masters based on the number Users of the Service in a given quarter:

Users	Percentage
0-9999	50%
10,000-19,999	60%
20,000+	75%

- c. The foregoing payments are inclusive of any and all mechanical royalties due to the owner(s) of the Masters, which shall be your sole responsibility. Any mechanical royalties due to the Publisher shall be paid out separately to the Publisher as pursuant to the YogiTunes Publishing Agreement.

**7. Termination and Takedown.**

- a. Upon the conclusion of the Term or other termination of this Agreement, your Content shall be removed from the Service, subject to (c) below.
- b. If you lose any of the rights granted herein to any item of Content previously submitted to the Service, you shall notify us immediately, and we shall remove the Content from the Service within fourteen (14) days.
- c. Regardless of whether this agreement is terminated or any particular item of Content is removed from the Service, in the event that Yogi Tunes has licensed any of your Masters to third parties for synchronization and other uses such Masters shall be subject to the terms of the license agreements with third parties. Yogi Tunes shall be entitled to administer such licenses, collect any revenues therefrom, and account and pay to you pursuant to the terms of this Agreement for the entire term of such license agreement, provided however, that Yogi Tunes will ensure that the Content is not synchronized or licensed to third parties following takedown or termination (as applicable).

- 8. **New Features, Services, and Platforms.** From time to time Yogi Tunes may add additional features, licensees, or services to the Service (for example, video functionality). If such new features or services necessitate any amendment to this agreement, you acknowledge that we may present such amended terms via email or a web page, and by clicking or responding "I Agree" to an email, or within such web page, such amendment shall be effective without additional formalities.

**9. Accounting; Payment.**

- a. Yogi Tunes shall provide Licensor access to data, revenue shares, royalties, and license fees generated and payable through an online portal or via email. Amounts due to Licensor shall be paid by Yogi Tunes on a quarterly basis within 45 days following the end of each calendar quarter. Payments shall be made via Paypal, and Licensor is required to submit all requested forms and information to Yogi Tunes to process such payments.

- b. Payments less than \$25 USD will be withheld until the accrued total exceeds the \$25 USD. If you do not receive a statement from us, it is because total accrued royalties for Masters and Publishing are less than \$25 USD.
  - c. You shall have the right to audit Yogi Tunes, solely at your expense, upon sixty (60) days written notice to Yogi Tunes. The audit must be conducted by a licensed CPA. You may only audit us once per calendar year, and once with respect to any statement, and only within two (2) years of the date such statement was rendered. Any action with respect to any statement hereunder must be commenced in a court of competent jurisdiction within three (3) years of the date such statement was rendered.
10. **Third Party Obligations.** In connection with exploitation of the Content contemplated hereunder, Licensor shall be solely responsible for all third party payment obligations, including but not limited to the following:
- a. All royalties, residuals and other payments due to artists, songwriters, producers, performers and other persons who performed in the making of the Content and other royalty participants
  - b. All royalties due to any party as a result of samples and third party content included in the Content
  - c. All payments that may be required under collective bargaining agreements applicable to Licensor and its affiliates
  - d. All music publishing licenses and royalties including, without limitation, public performance licenses and royalties, mechanical licenses and royalties, and synchronization licenses and royalties
  - e. All sales and use taxes levied on any amounts payable to Licensor hereunder.
11. **Warranties and Indemnities.**
- a. Licensor warrants represents, covenants and agrees that:
    - i. The party executing this Agreement on behalf of Licensor is at least 18 years of age
    - ii. It has the right and authority to enter into this agreement and to grant to Yogi Tunes all rights specified herein
    - iii. It will not, without the express written consent of Yogi Tunes, advertise any third party product or service on the Service
    - iv. All of the Content, logos, trademarks, metadata, and any other materials furnished by Licensor to Yogi Tunes relating to the Content are owned or controlled by Licensor and shall not infringe on the copyrights or other rights of any person or entity
    - v. Yogi Tunes shall have the right to exploit same in all manner hereunder free from adverse claim and without any obligation to make any payment of any nature to any person or entity, other than the amounts due to Licensor herein

- vi. Licensor has not, prior to the date hereof, entered into any agreements which may prevent Licensor from performing the terms of this Agreement
  - vii. Yogi Tunes shall not be required to make any payments of any nature (including, without limitation, royalties to copyright owners in respect of the sound recordings embodied on the Content and royalties to songwriters, composers, music publishers, artists, producers, and other performers and contributors) for, or in connection with, the acquisition, exercise or exploitation of rights by Yogi Tunes pursuant to this agreement, except as specifically provided herein
  - viii. Without limitation of Licensor's obligations, Licensor will, promptly upon request, provide Yogi Tunes with copies of all agreements and documents so as to evidence Licensor's right and title in and to the Content.
- b. Yogi Tunes warrants and represents that it has the right and authority to enter into this agreement and that the conduct of its Service complies with all applicable laws.
  - c. Notwithstanding any other provision hereof, Yogi Tunes does not warrant or guarantee that its Service will be uninterrupted or error-free. YOGI TUNES DISCLAIMS ANY WARRANTY NOT EXPRESSLY SET FORTH HEREIN, AND DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, YOGI TUNES MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE FUNCTIONALITY, PERFORMANCE OR RESULTS OF YOGI TUNES' SOFTWARE AND TECHNOLOGY OR UPDATES AND UPGRADES THEREOF. YOGI TUNES FURTHER DISCLAIMS ALL WARRANTIES AND GUARANTEES AS TO THE RELIABILITY OF DATA AND STATISTICS THAT YOGI TUNES MAY PROVIDE TO LICENSOR AND USERS OF THE APPLICATION.
  - d. Each party shall defend and indemnify the other party (including its directors, members, officers, employees, consultants, and other representatives) against any expenses or losses resulting from a third party claim arising from a breach or an allegation which if true would constitute a breach, of any of the party's respective representations, warranties, covenants or agreements contained herein, including reimbursement of reasonable attorneys' 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. Any settlement shall be subject to the indemnified party's prior written approval. If any such claim is made, Yogi Tunes shall have the right, in its discretion, to take down the Content concerned, terminate the Term of the Agreement, and to withhold payment of monies payable to Licensor hereunder in an amount reasonably related to the claim and potential expenses
12. **Confidentiality.** Licensor agrees that it shall, and it shall instruct in writing its attorneys, accountants and other professional advisors to, hold in confidence and not communicate, transmit, publish, disseminate or otherwise disclose any of the terms and conditions of this agreement or any information regarding Yogi Tunes' business learned in the course of dealing or performance hereunder including the terms and conditions of any third party licenses (collectively, "Confidential Information"). Confidential Information shall not include information which:



- a. at or prior to the time of disclosure was known to or independently developed by Licensor
  - b. at or after the time of disclosure becomes generally available to the public through no wrongful or negligent act or omission on Licensor's part
  - c. Licensor receives from a third party free to make such disclosure without breach of any legal obligation
  - d. is required to be disclosed pursuant to any statute, regulation, order, subpoena or document discovery request (as to which Licensor shall give Yogi Tunes prompt notice). The fulfillment of Licensor's obligations under this subparagraph is integral to the success of Yogi Tunes' business dealings and Yogi Tunes shall be entitled to injunctive relief to enforce the provisions hereof without limitation of its other rights.
13. **Governing Law: Exclusive Venue.** This agreement shall be governed by the laws of the Province of British Columbia. The parties hereby grant to the state and federal courts in the Province of British Columbia exclusive jurisdiction to hear any disputes arising out of or relating to this agreement; no action may be instituted in any other venue. In the event that the parties engage in a formal dispute hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.
14. **Miscellaneous.** Licensor may not assign this agreement or its rights and responsibilities under this Agreement, without the prior written consent of Yogi Tunes. Yogi Tunes may assign its respective rights under this Agreement to a parent entity, an entity that acquires substantially all of its assets or to a subsidiary or other entity controlled or under the common control of Yogi Tunes. This agreement will be construed in accordance with the laws of the Province of British Columbia, except with respect to Oregon's choice of law provisions. If any provision of this agreement is deemed unenforceable or void, the balance of this agreement shall remain in full force and effect. Licensor warrants that Licensor has not been induced to execute this agreement by any agreements or statements made by Yogi Tunes or its representatives as to the nature or extent of Yogi Tunes' proposed exercise of any of the rights, licenses, or privileges granted to Yogi Tunes by this Agreement. A waiver by either party of any term or condition of this agreement in any instance will not be deemed or construed as a waiver of such term or condition for the future or any subsequent breach thereof. All remedies, rights, undertakings, obligations or agreements contained in this agreement will be cumulative and none of them will limit any other remedy, right, undertaking, obligation or agreement of either party. This agreement constitutes the entire agreement between Yogi Tunes and Licensor relating to its subject matter, and supersedes all prior agreements between Yogi Tunes and Licensor, whether oral or written, relating to its subject matter, and may not be modified except in writing signed by both parties. Notice may be given by any of the following methods and shall be deemed to have been received: upon personal delivery; or if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing; through an online portal; and by email or other electronic transmission as follows: if to Licensor at the email provided in the contact and payment form online. and if to Yogi Tunes: music@yogitunes.com. **You agree that you have had the opportunity to have this Agreement reviewed by an attorney, and you have done so or you knowingly waive the right to do so.**

Acceptance of this document is done online via electronic form. Please visit <https://www.yogi-tunes.com/licensing-agreement> to accept the terms of this agreement and submit your contact and payment information.