

MUSIC SUBMISSION AGREEMENT

By completing the form and clicking on the "I AGREE" button below, you and Beatlock Music Group, will be entering into an Agreement.

The intent of this Agreement is summarized as follows (but you still have to read the whole thing):

1. You will send us your original music and let us post it on our website (hereinafter, "Company Site) and/or broadcast it on radio (hereinafter, the "Online radio".)
2. We may also, but are under no obligation to, invite you to perform your original music on the Program and/or for use on radio.
3. People who come to the website may listen to your music through using streaming technology.
4. We may decide not to post your music online or broadcast it on radio, but if we do we will discontinue posting in /broadcasting it if you tell us to stop. YOU OWN THE MUSIC. WE DON'T.
5. We will not pay you for the privilege of posting or broadcasting your music, but we hope it will help in getting you some exposure.
6. Not all music is acceptable under this Agreement. You should be careful that it is not obscene or offensive. Also, you can only submit your original work and not a cover of someone else's hard work.

1. THE FOLLOWING DEFINITIONS APPLY:

- a. The reference to "you" in this Agreement means you. If you are in a band or a group, then it means each member of your band or group and the group as a whole. You are responsible for making sure this is okay with them.
- b. Company means Beatlock Music Group, and its successors, assigns, agents, distributors, dealers, and licensees.
- c. "Content" means (i) your vocal and/or instrumental performances and any video and/or audio recordings thereof, (ii) the musical works (i.e., songs, lyrics) embodied in those performances, recordings and works, and (iii) your name(s), trademarks, trade names, likenesses, photographs, biographical materials, artwork, liner notes, and any other material that you upload to Company.
- d. "Digital Streaming Transmission" is a digital transmission of a sound recording where a copy of the recording is not made by or for the transmission recipient, as, for example, a webcast.

2. WHAT WE WILL DO WITH YOUR MUSIC. You hereby grant to Company permission, on a perpetual, royalty-free, non-exclusive basis, throughout the universe, to do the following things with the Content:

- a. to prepare and encode it, or any portion thereof for Digital Streaming Transmission by any means, now known or hereafter devised. This means we can configure it to be appropriate for posting it on the website.
- b. to broadcast, rebroadcast, transmit, retransmit, or distribute it, or any excerpts thereof, from the Company Site through Digital Streaming Transmission. This means we can post it on our website and allow users of the website to listen to it through streaming transmission.

c. to link the music file to our online advertisements or third party advertisements for the purpose of promoting radio broadcast, this service, and/or highlighting your appearance at a local venue. This means that a link may appear in an advertisement of a club or restaurant where you may be playing. It also means that we can place a link to your song in an advertisement for the service or in our events calendar.

d. to broadcast, rebroadcast, transmit, retransmit, or distribute it or any excerpts thereof by any and all media and by any means now known or hereafter devised for the purpose of use in and promotion of the radio station, the Company site, and/or this service.

3. YOUR NAME, YOUR FACE AND YOUR INFORMATION. You hereby grant to Company permission, on a perpetual, royalty-free, non-exclusive basis, throughout the Universe, to use your name(s), group name, approved photograph and/or likeness(es) and approved biographical materials solely in connection with the distribution, promotion and advertising of the Content, the Program, and the Company Site. You also agree not to assert any privacy, publicity, moral or similar rights held by you (and any other person(s) whose performances are embodied in the Content) under the laws of Kenya and any other country in connection with the use of such materials.

4. YOU OWN IT. You shall at all times retain all rights, title and interest in and to the Content, including, without limitation, the copyrights. You are solely responsible for providing all copyright notices and other legal notices in connection with the Content. **THE COMPANY IS NOT RESPONSIBLE FOR THE ACTIONS OF USERS OF THE COMPANY WEBSITE AND WILL NOT BE RESPONSIBLE FOR POLICING YOUR INTELLECTUAL PROPERTY RIGHTS TO THE CONTENT. THIS IS YOUR JOB.**

5. WE ARE NOT PAYING YOU TO USE YOUR MUSIC. Unless otherwise agreed between you and Company in writing, the permission granted above to Company for the distribution of Content under this Agreement shall be royalty free.

6. WE WILL CEASE USE/TAKE IT DOWN IF YOU ASK US. You may terminate the grant of rights set forth above at any time by so notifying us in writing or by email addressed to beatbuzz@beatlock.net. Upon termination, the permissions listed in Sections 2 and 3 above shall terminate, provided that Company shall have up to ten (10) days to promptly remove the Content from the Company website. Company may terminate the grant of rights above at any time by notifying you via email to the email address, which you provide to us. Company has no obligations to review, edit or monitor any Content, and reserves the right to remove from the Company Site any Content without notice.

7. YOU NEED TO MAKE SURE THE FOLLOWING IS CORRECT BEFORE SENDING US ANYTHING. You represent and warrant that (a) the Content and any artist merchandise is you or your band's original work and contains no sampled material, (b) you have full right and power to enter into and perform this Agreement and have secured all third party consents necessary to enter into this Agreement, (c) the Content does not and will not infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy, (d) the Content does not and will not violate any law, statute, ordinance or regulation, (e) the Content is not and will not be defamatory, trade libelous, pornographic or obscene, (f) the Content does not and will not contain any viruses or other programming routines that detrimentally interfere with computer systems or data, (g) all factual assertions that you have made and will make to us are true and complete, and (h) if any member of your group is a minor, you hereby warrant that you have the legal right to execute this Agreement on behalf of the minor artist and guarantee such minor's performance of the terms of this Agreement. You shall be responsible for all licensing, reporting and payment obligations of any kind to third parties in connection with the Content, including but not limited to any applicable union and/or guild payments, "sample" or "replay" licenses or payments, and mechanical, synchronization or public performance royalties. You agree to indemnify and hold our users and Company harmless from any and all damages and costs, including reasonable attorney's fees, arising out of or related to (a) Company's use of the Content provided hereunder; and (b) your breach of this Agreement and/or representations and warranties described in this section. You agree to execute and

deliver documents to us, upon our reasonable request, that evidence or memorialize our rights under this Agreement. These warranties shall survive any termination of this Agreement.

8. WE MAKE NO PROMISES, UNLESS YOU SEE THEM IN THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO (1) UNINTERRUPTED OR CONTINUOUS AVAILABILITY OF THE COMPANY SITE, AND (2) IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH RESPECT TO THE COMPANY SITE AND ANY SERVICES PROVIDED BY COMPANY HEREUNDER.

9. GOVERNING LAW, VENUE AND AMENDMENTS. THIS AGREEMENT IS GOVERNED BY THE LAWS OF THE REPUBLIC OF KENYA, WITHOUT REFERENCE TO CONFLICT OF LAWS PRINCIPLES. ANY DISPUTE BETWEEN YOU AND COMPANY REGARDING THIS AGREEMENT WILL BE SUBJECT TO THE HIGH COURT OF KENYA.

This Agreement may not be amended unless in writing and signed by both you and the Company. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. This Agreement is the Agreement between you and the Company and supersedes any other communications or advertising.

10. QUESTIONS? Should you have any questions concerning this Agreement, or if you desire to contact Company for any reason, including, without limitation, for purposes of notifying Company of any claims of infringement, please contact: beatbuzz@beatlock.net

I HAVE READ THE ABOVE AND AGREE TO BE BOUND BY THE MUSIC SUBMISSION AGREEMENT:

I am over the age of 18, and have authority to sign for the band or group.

Name (please print)

Signature

Witnessed by:

Date: