

Date:

From: D&B Media Ltd t/a 2nd Foundation Music, a company registered in England and Wales under number 09225554, registered office 12 West Street, Ware, Herts, SG12 9EE, UK (“2FM”).

To: COMPOSER NAME, COMPOSER ADDRESS  
 (“the Writer”).

Dear Writer,

This letter confirms the agreement today between 2FM and you (as the Writer) whereby in consideration of the sum of £1 (one pound), receipt of which the Writer acknowledges, of 2FM’s introduction to the Writer of compositional opportunities, of 2FM’s commitment to use reasonable commercial endeavours to exploit the product of the Writer’s creative output as a composer and writer (without any guarantee of such exploitation) and 2FM’s agreement to procure for the Writer royalties and other earnings proportionate to the Writer’s contribution to any composition, taking account the contributions of other composers involved in such composition, the Writer agrees to render compositional services to 2FM or as directed by it exclusively for 2FM’s benefit and use in the licensing and other exploitation of any compositions arising. A “composition” shall be taken to include any lyrical work coupled with it in which the Writer may have any interest.

Save as may otherwise be agreed:

- (1) 2FM’s representative and the Writer’s principal collaborator in composition shall be Daryl Griffith, together with such other composers or arrangers as 2FM may specify;
- (2) The product of all of the Writer’s efforts under this Agreement shall vest in 2FM absolutely and unconditionally (subject to the terms of this Agreement), including in the composition of musical works and the production of recordings thereof for use as library music, and otherwise as 2FM may determine in its discretion;

- (3) Any collaboration as between the Writer and Daryl Griffith or any composer or arranger under the direction of 2FM shall be subject to this Agreement;
- (4) The Writer's compositional share of any musical work shall be determined on a work-by-work basis;
- (5) The Writer shall be entitled to credit and recognition as composer in customary terms and contexts;
- (6) 2FM shall procure that the Writer is accounted and paid in respect of the Writer's compositional contributions (as detailed by the schedule) on the like basis as any other royalty earning composer contributing compositions or parts of compositions as contemplated by this Agreement subject always to 2FM being entitled to retain  $\frac{2}{3}$  [sixty six & two thirds per cent] of all sums otherwise to be accounted as its administration fee;
- (7) The Writer will not be entitled to any royalty, remuneration or any payment or other benefit arising from the exploitation of recordings of any composition, including performance of such recordings, save for all usual entitlements of the Writer as composer including via collection societies.

The Writer warrants and undertakes that his efforts and the product of his services will at all times be new and original and will not infringe the rights of any other party or otherwise be in breach of the law.

This Agreement shall be construed in accordance with and be subject to the laws of England and Wales, the courts of which shall be of exclusive jurisdiction. The parties shall engage in bona fide attempts at dispute resolution through mediation in preference to any legal process should any dispute between them not be promptly resolved.



Read and agreed:

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COMPOSER NAME

("The Writer")

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Rhiannon Hitt

Duly authorised officer of

D&B Media Ltd t/a 2nd Foundation Music, 09225554