

# MUSIC PUBLISHING AGREEMENT

The Swedish Association of Music Publishers [Svenska Musikförläggareföreningen] (SMFF), the Swedish Society of Popular Music Composers [Föreningen Svenska Kompositörer Av Populärmusik] (SKAP) and Society of Swedish Composers [Föreningen Svenska Tonsättare] (FST) recommend that their members use this standard agreement when rights to individual musical works and/or lyrics are assigned or licensed to music publishers.

This standard agreement is not an Exclusive Writers Agreement and it is not intended that it should apply when Exclusive Writers Agreements are entered into. If the parties intend to enter into an Exclusive Writers Agreement, that agreement should be drawn up and signed separately.

## 1. GENERAL

### 1.1 Parties

Author .....

Personal Identification Number .....  
(below referred to as the Author)

Music Publisher .....

Corporate Identification Number .....  
(below referred to as the Music Publisher)

### 1.2 Work

The following work/s (below referred to as the Work) shall be subject to this agreement: .....

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Code	Author	Society	Author's share in the Work

CODES: C = composer, A = author, CA = composer/author, C-AR = music arranger, A-AR = translator/arranger of lyrics

1.2.1 The Author certifies his/her authorship of the Work and his/her right to enter into a Music Publishing Agreement concerning the Work. The Author certifies that the assigned or licensed rights do not, in so far as the Author is aware, contain sections that, when used, would infringe of any third party copyright.

1.2.2 The Author shall be entitled to use, for creative purposes, any Theme from the Work in other independent works. The Author shall first offer the Music Publisher the new work. The Author shall be entitled to enter into agreement with a third party if the Music Publisher does not within 180 days agree to publish the new work.

### 1.3 Definitions

The definitions in this clause shall apply to the interpretation and application of this agreement.

<b>At Source</b>	Allocation based on payments collected At Source, i.e. in the country where they were earned, with deduction, if any, in respect of that country's taxes, other public charges and society commission, i.e. the Society's copyright management fees.
<b>Checking Copy</b>	Copy of an Edition produced as evidence of the production of the Edition.
<b>CISAC</b>	Confédération Internationale des Sociétés d'Auteurs et Compositeurs. International umbrella organization for Societies.
<b>Communication to the Public</b>	Making a work available to the public as provided in the Swedish Copyright Act [Upphovsrättslagen (1960:729)].
<b>Compilation Edition</b>	Compilation of several works in one Edition.
<b>Distribution Rules</b>	Stim's distribution rules adopted at Stim's annual general meeting of 9 May 1990 and at an extraordinary general meeting of 17 September 1990.
<b>Edition</b>	Published document in Graphic Form (items that store information for reading, listening or viewing) in a certain format produced on one or – with unchanged contents – several occasions.
<b>Exclusive Writers Agreement</b>	Agreement between author and music publisher concerning the author's output and the music publisher's obligations concerning the works created by the author in the period stipulated in the Exclusive Writers Agreement. An Exclusive Writers Agreement is not restricted to one or several specific works.
<b>Graphic Form</b>	A work in visual form, e.g. readable text, melodic or harmonic analysis. Graphic Form shall not mean videograms or similar.
<b>Issue</b>	All copies that the Music Publisher arranges to be produced on one and the same occasion.
<b>Materials for Hire</b>	Parts and scores to be hired out to e.g. string orchestras, chamber orchestras, symphony orchestras, wind orchestras or choirs.
<b>Mechanical Payment</b>	Payment for Mechanization of a work.
<b>Mechanization</b>	Transfer of a work to a device by which it can be reproduced. Mechanical rights is the collective term for the rights that NCB manages on behalf of Stim and foreign right holders, e.g. reproduction of works on phonograms (e.g. CD discs, audio tapes, audio files) or videograms (e.g. films, DVDs, video cassettes). Reproduction can also be effected in digital form, e.g. by storage in a database.
<b>Membership Contract</b>	Agreement between Stim (the Swedish Performing Rights Society) and an author or between Stim and a music publisher.
<b>Moral Right</b>	An author's right pursuant to the Swedish Copyright Act [Upphovsrättslagen (1960:729)] to get his/her name stated in connection with the work, an author's protection against offensive changes to a work and an author's right to protection against a work being made available in an offensive manner.
<b>Musical Anthology Agreement</b>	Agreement entered into in 1988 between the Swedish Association of Music Publishers [Svenska Musikförläggareföreningen], of the one part, and the Swedish Publishers Association [Svenska Förläggareföreningen] and the Swedish Association of Producers of Educational Aids [Föreningen Svenska Läromedelsproducenter], of the other part.
<b>NCB</b>	Nordisk Copyright Bureau. A Society that enters into agreements concerning Mechanization of music on behalf of its members.
<b>Original Publisher</b>	The music publisher with which the author enters into an agreement.
<b>Pris Base Amount</b>	Price Base Amount as provided in the Swedish National Insurance Act [lagen om allmän försäkring (1962:381)].
<b>Pro rata</b>	Calculation of payment for works in a Compilation Edition in Graphic Form in relation to the number of works in the Compilation Edition. If the work covers fundamentally more or fewer pages than other works in the Compilation Edition, this shall to a reasonable extent be taken into account in the calculation of payment.
<b>Public Performance</b>	Making a work available by performing a work in public as provided in the Swedish Copyright Act [Upphovsrättslagen (1960:729)].
<b>Remaindered Issue</b>	Stock of a certain Edition remaindered at the Music Publisher.
<b>School Book Anthology</b>	Compilation works for educational use as provided in the Swedish Copyright Act [Upphovsrättslagen (1960:729)].

Separate Edition	Edition containing one (1) work consisting of lyrics and/or composition.
Society	Copyright management organization.
Statutory Deposit Copy	Copy of a publication as provided in the Swedish Statutory Deposit Copy Act [lag (1978:487) om pliktexemplar].
Stim (the Swedish Performing Rights Society)	The Swedish Composers' International Music Bureau. A society that enters into agreements on behalf of its members concerning Public Performances, Communication to the Public and Mechanization of music.
Sub-publisher	A music publisher that enters into an agreement with an Original Publisher in order to represent an author in another country/territory.
Sub-publishing Agreement	Agreement between Original Publisher and Sub-publisher.
Synchronization	Mechanization of a work by means of combining a work with another sound or image.
Theme	Melodic material in a composition that has an important function in a longer composition or movement and that is normally repeated or the subject of further arrangement.

#### 1.4 Agreement Period

The agreement period indicated by an X below and followed by the parties' initials shall apply to this agreement.

The agreement period shall run:

- from signature of this agreement until and including ..... / ..... 20..... (licence).

*Initials Author:* ..... *Initials Music Publisher:* .....

- for as long as the Work is protected by law, i.e. life of copyright (assignment).

*Initials Author:* ..... *Initials Music Publisher:* .....

#### 1.5 Territory

The territory indicated by an X below and followed by the parties' initials shall apply to this agreement.

This agreement covers:

- the whole world.

*Initials Author:* ..... *Initials Music Publisher:* .....

- the whole world except: .....

*Initials Author:* ..... *Initials Music Publisher:* .....

- the following countries/geographical areas: .....

*Initials Author:* ..... *Initials Music Publisher:* .....

#### 1.6 Amendment of Statutory Protection

If any statutory protection of the copyright is amended during the agreement period, such amendment shall apply to the agreement.

If any country subjects the protection of copyright, its renewal or extension, to a requirement of notification, registration or other formal action, the Music Publisher and the Author shall be jointly obliged to assist in achieving and/or maintaining copyright protection.

## 2. THE MUSIC PUBLISHER'S RIGHT OF DISPOSAL

### 2.1 Areas of Use

This agreement shall apply to all areas of use referred to in 2.1.1 unless an exception thereto is stipulated in 2.1.2.

2.1.1 The Author hereby assigns or licenses to the Music Publisher an exclusive right of disposal of the Author's rights to the Work during the agreement period by means of production of copies of the Work and by making the Work available to the public in original or altered form, in translation or adaptation, in any other literary or artistic form or by other technical means. The Moral Right shall not be subject to this right of disposal.

2.1.2 This agreement shall not apply to any area of use indicated by an X below and followed by the parties' initials.

This agreement shall not apply to use in Graphic Form.

*Initials Author:* ..... *Initials Music Publisher:* .....

This agreement shall not apply to use by Public Performance/Communication to the Public.

*Initials Author:* ..... *Initials Music Publisher:* .....

This agreement shall not apply to use by Synchronization.

*Initials Author:* ..... *Initials Music Publisher:* .....

This agreement shall not apply to use by Mechanization otherwise than by Synchronization, i.e.:

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*Initials Author:* ..... *Initials Music Publisher:* .....

This agreement shall not apply to use by:

.....

*Initials Author:* ..... *Initials Music Publisher:* .....

2.1.3 If the Author has a Membership Contract with Stim or if the Author later becomes a member of Stim or any other Society that is a member of CISAC, the Music Publisher's right of disposal of the Work shall be restricted as may follow from any such contract. If any Membership Contract should cease to be in force, the rights set out in the Membership Contract/s shall pass to the Music Publisher unless otherwise stipulated in 2.1.2.

2.1.4 If the Work constitutes a part of a larger work (e.g. a symphony, choral work, dramatico-musical/dramatic work) created by the Author, the Music Publisher shall be entitled to enter into a music publishing agreement concerning the larger work in its entirety. The Author shall be entitled to enter into agreement with a third party if the Music Publisher does not in writing and within 180 days exercise its right to publish the larger work in its entirety. The Music Publisher's consent shall be required for any third party's use of the work except if it occurs in connection with use of the larger work in its entirety.

### 2.2 The Music Publisher's Right to Collect Payment

The Music Publisher shall be entitled to collect payment for the Work during the agreement period. This collection right shall commence as from signature of this agreement unless otherwise stipulated in the second paragraph of this clause.

The Music Publisher's right to collect payment in respect of the Work shall commence as from .....

The Music Publisher shall be entitled to collect revenue relating to the agreement period as stipulated in 1.4 irrespective of when this is received by the Music Publisher.

### 2.3 Assignment

The Music Publisher shall be entitled to assign the rights to the Work to any third party with or without a right for such party further to assign the rights in its turn. It shall be the Music Publisher's responsibility that the new right holder enters into an agreement to perform the rights and obligations stipulated in this agreement.

The Author shall be notified in writing of any such assignment within 60 days of the assignment taking place.

### 2.4 Licensing to Third Parties

The Music Publisher shall within the agreement period be entitled to license rights to the Work to third parties with or without a right for that party further to license the rights in its turn.

The Author shall be notified in writing of any such licensing not later than when the next statement relating to the Work is submitted.

## 3. THE MUSIC PUBLISHER'S OBLIGATIONS

### 3.1 The Music Publisher's General Obligations

The Music Publisher shall undertake music publishing operations by promoting the full artistic and financial potential of the Work as efficiently as possible and on the basis of what may be appropriate with regard to the Work.

The Music Publisher shall, unless otherwise stipulated in 2.1.2, make the Work available to the public in Graphic Form or by Public Performance/Communication to the Public or by Synchronization or by Mechanization or otherwise or, if applicable, make the Work available to the public in other ways.

### 3.2 The Music Publisher's Specific Obligations

3.2.1 Any item indicated by an X shall in this agreement be termed a Specific Obligation. The Music Publisher shall perform the following Specific Obligations, i.e. the Work shall be made available to the public:

- in Graphic Form
- by Public Performance/Communication to the Public
- by Synchronization
- by Mechanization otherwise than by Synchronization, i.e.:

.....  
*Initials Author:* ..... *Initials Music Publisher:* .....

in other ways, i.e.: .....  
*Initials Author:* ..... *Initials Music Publisher:* .....

3.2.2 If the Music Publisher has not within two years of signature of this agreement or of the Author's delivery, as stipulated in 3.4.3, to the Music Publisher of a complete manuscript or other approved material, below referred to as the Initial Period, performed any Specific Obligation indicated above, the Author shall, after expiry of the Initial Period, be entitled to request performance of the Specific Obligation by recorded delivery letter to the Music Publisher. The Author shall be entitled to terminate the agreement with immediate effect if the Specific Obligation is not performed within 180 days of the Author's dispatch of such a recorded letter.

3.2.3 If the parties have not agreed any Specific Obligation as stipulated in 3.2.1 and if the Music Publisher has not made the Work available to the public in any form within the Initial Period, the Author shall be entitled to terminate the agreement with immediate effect by recorded delivery letter claiming breach of agreement.

### 3.3 The Music Publisher's Other Obligations

3.3.1 In addition to what is agreed above, the Music Publisher shall after expiry of the Initial Period perform the following obligation(s) within the time period agreed below by the parties:

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 .....  
 .....

*Initials Author:* ..... *Initials Music Publisher:* .....

3.3.2 If the Music Publisher does not perform its obligations stipulated in 3.3.1, the Author shall be entitled by recorded delivery letter claiming breach of agreement and requesting remedy to request that any other obligation be performed. The Author shall be entitled to terminate the agreement with immediate effect if the matter is not remedied within 90 days after dispatch of such request.

### 3.4 Manuscript/Approved Material

3.4.1 The Author shall submit to the Music Publisher a complete manuscript relating to the Work. Complete manuscript shall mean finished material that is fully developed as to contents and form.

The Music Publisher has in lieu of a complete manuscript approved the following material:

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 .....

3.4.2 Any original manuscript shall be the Author's property.

3.4.3 The Initial Period shall commence at the time indicated by an X below and followed by the parties' initials. If no alternative is indicated or if there are no initials, all approved material shall be deemed to have been submitted and the Initial Period shall commence on signature of the agreement.

The Author has on signature of this agreement submitted a complete manuscript or other material approved by the Music Publisher. The Initial Period referred to in 3.2.2 shall commence on signature of this agreement.

*Initials Author:* ..... *Initials Music Publisher:* .....

No complete manuscript or material approved by the Music Publisher has been submitted on signature of this agreement.

When the Music Publisher receives the material from the Author, the Music Publisher shall immediately acknowledge receipt of the material and state the date of receipt and confirm that the material constitutes a complete Manuscript or other approved material. If the Music Publisher confirms that the material is approved, the Initial Period shall commence from the date of the Music Publisher's receipt of the material. If the Music Publisher does not approve the material, the Music Publisher shall send acknowledgment of receipt of the material to the Author containing also the required amendments that are necessary for the material to be considered to constitute a complete Manuscript or other approved material.

If receipt of the material is not promptly acknowledged in writing, the Author shall be entitled to request such acknowledgment by recorded delivery letter. The Author shall be entitled to terminate the agreement with immediate effect if acknowledgment is not dispatched within 60 days of the Author's dispatch of the request for acknowledgment.

*Initials Author:* ..... *Initials Music Publisher:* .....

### 3.5 The Music Publisher's Duty to Provide Information

3.5.1 The Music Publisher shall after expiry of the Initial Period and not later than 90 days after the Author's request by recorded delivery letter provide information in writing about current and planned activities or management of rights in respect of the Work and any other matter of importance to the promotion of the Work.

- 3.5.2 The Author shall be entitled to terminate this agreement by recorded delivery letter claiming breach of agreement if the Music Publisher does not provide the requested information within the time period stipulated in 3.5.1 or if the Music Publisher has in writing notified the Author that the Music Publisher does not intend to undertake any activities in order to make the Work available in accordance with this agreement.

### 3.6 The Music Publisher's Administration of Rights

- 3.6.1 The Music Publisher shall administer such rights as may be assigned or licensed by this agreement and shall attend to the Author's interests relating to the Work. If this agreement applies to Public Performance/Communication to the public and/or Mechanization, the Music Publisher shall be obliged to notify/register the work with Stim.

### 3.7 Statements and Distribution

- 3.7.1 The Music Publisher shall submit statements and effect distribution to the Author in respect of the Author's share of collected payments.
- 3.7.2 Statements shall be submitted and distribution effected in respect of collected payments within 90 days of 30th June and within 90 days of 31st December of each year. As regards payments for licensing in Graphic Form, hiring out of Materials for Hire and payments in respect of sold Editions, statements shall be submitted and distribution effected within 90 days of 31st December of each year.
- 3.7.3 The Music Publisher shall be entitled to postpone submission of the statement for the accounting period if the sums collected do not amount to a minimum of 1% of the Price Base Amount for the year of the statement. If the Author so requests, the Music Publisher shall provide information about the amount collected in the relevant accounting period. If the Music Publisher publishes several of the Author's works, and the total sum collected in respect of the works amounts to a minimum of 1% of the Price Base Amount for the year of the statement, the Music Publisher shall submit a statement in respect of and distribute the amount.
- 3.7.4 The Author shall be entitled to terminate the agreement with immediate effect by recorded delivery letter claiming breach of agreement if the Music Publisher does not perform its obligations stipulated in 3.7 and if the matter is not remedied within 60 days of the Author's dispatch of such recorded delivery letter. The Music Publisher shall in case of termination, as stipulated in 3.7, distribute to the Author all collected payments in respect of the Work that relate to the period of the Music Publisher's breach of its obligation until termination of the agreement. Any collected music publisher's share that relates to the period prior to dispatch of the recorded delivery letter shall remain the Music Publisher's on termination.

### 3.8 Accounting Review

- 3.8.1 The Author shall at his/her own expense, once a year, during normal working hours, be entitled to examine the books on which the Music Publisher's statements submitted to the Author in respect of the Work are based. Such examination shall be undertaken by an approved or authorized public accountant.
- 3.8.2 If any such audit should show that the Music Publisher's settlement has been incorrect and to the Author's disadvantage, the Music Publisher shall immediately reimburse the Author his/her reasonable audit expenses. Audit expenses shall be reimbursed only if the miscalculation exceeds 10% of the settlement amount for the Work relating to the period covered by the audit; the miscalculation must however amount to a minimum of 10% of the Price Base Amount applicable at the time of commencement of the audit. The Music Publisher shall not reimburse any travel and living expenses occasioned by the audit.

## 4. USE OF THE WORK IN GRAPHIC FORM

### 4.1 Issues and Selling Price

The Music Publisher shall after consultation with the Author, if the Author so requests, determine the quantity of the Issues, the format of the Edition and the selling/rental price.

The Author shall be entitled to receive information in writing about the quantity of the Issue.

### 4.2 Proof-reading

- 4.2.1 The Author shall be entitled and obliged to proof-read the materials that are to be published prior to publication. The Author shall after the examination return the proof to the Music Publisher. If the proof is not returned to the Music Publisher, the Music Publisher shall after notice in writing to the Author be entitled to consider the proof accepted.
- 4.2.2 If the Author, after the proof-read Work has been submitted to the Music Publisher, changes the Work to such an extent that the cost of the corrections exceeds 10% of the production cost already incurred at that time, the Music Publisher shall be entitled to require that the Author bear the excess cost.

### 4.3 Free Copies

If the Music Publisher produces an Edition, the Author shall be entitled to receive at no cost:

..... free copies of the first Separate Edition.

..... free copies of later Edition.

..... free copies of any Compilation Edition.

### 4.4 Author's Copies

The Author shall be entitled to purchase copies for his/her own use from the Music Publisher at the same discount that is allowed retailers. The price shall be determined on the basis of the Music Publisher's estimated retail price exclusive of VAT.

## 5. DISTRIBUTION OF ROYALTIES

### PUBLIC PERFORMANCE/COMMUNICATION TO THE PUBLIC

#### 5.1 Joint Copyright

If several Authors are entitled to payment, payment for Public Performance/Communication to the Public of the Work shall be allocated on the basis of the Author's share in the Work.

#### 5.2 Stim's Distribution Rules

Stim's Distribution Rules shall form the basis for division of payments in respect of Public Performance/Communication to the Public. Amendments to Stim's Distribution Rules shall not affect this agreement unless otherwise stipulated in this agreement.

#### 5.3 Division of Royalties between Author and Music Publisher

The following division of payment for Public Performance/Communication to the Public shall apply to use of the Work:

The Author shall receive ..... % (not lower than 66,67%).

The Music Publisher shall receive ..... % (not more than 33,33%).

If there is also an arranger and the Author has in writing agreed to arrangement, the arranger may receive a share in accordance with Stim's Distribution Rules in force at the time of the creation of the arrangement.

#### 5.4 Division of Royalties between Author and Music Publisher (Original Publisher) in case of Sub-publishing

If the Music Publisher (Original Publisher) enters into agreement with a foreign sub-publisher, payment in respect of Public Performance/Communication to the Public shall be divided as follows:

The Author shall receive .....% At source (not lower than 50% At source).

The Music Publisher (Original Publisher) and the Sub-publisher shall together receive .....% (not more than 50% At source).

If there is also a foreign arranger and the Author has in writing agreed to arrangement, the arranger shall receive a share of the Author's share in the Work in accordance with the collecting society's distribution rules.

### MECHANIZATION

#### 5.5 Joint Copyright

If several Authors are entitled to payment for the Work, Mechanical Payment shall be allocated on the basis of the Author's share in the Work.



## 5.6 Stim's Distribution Rules

Stim's Distribution Rules shall form the basis for division of royalties in respect of Mechanization. Amendments to Stim's Distribution Rules shall not affect this agreement unless otherwise stipulated in this agreement.

## 5.7 Division of Royalties between Author and Music Publisher

5.7.1 The following division of royalties in respect of Mechanization shall apply to use of the Work:

The Author shall receive ..... % (not lower than 66,67%).

The Music Publisher shall receive ..... % (not more than 33,33%).

If there is also an arranger and the Author has in writing agreed to arrangement, the arranger may receive a share in accordance with Stim's Distribution Rules in force at the time of the creation of the arrangement.

5.7.2 If the Work constitutes an instrumental work without lyrics or with lyrics that are in the public domain the following division of royalties for Mechanization shall apply:

The Author shall receive ..... % (not lower than 50%).

The Music Publisher shall receive ..... % (not more than 50%).

The above division shall apply also to the arrangement of a work in the public domain.

If there is also an arranger and the Author has in writing agreed to arrangement, the arranger may receive a share in accordance with Stim's Distribution Rules in force at the time of the creation of the arrangement.

## 5.8 Division of Royalties between Author and Music Publisher (Original Publisher) in case of Sub-publishing

The division indicated below by an X and followed by the parties' initials shall apply as between the Author and the Music Publisher. The Music Publisher shall be obliged to notify Stim of any division agreement entered into.

5.8.1

- If the Music Publisher (Original Publisher) enters into an agreement with a foreign Sub-publisher that grants foreign right holders a right to receive a maximum of 50% of payment, payment in respect of Mechanization shall be divided as follows:

The Author shall from NCB receive ..... % (not lower than 66,67%) of the share NCB receives from abroad.

The Music Publisher (Original Publisher) shall from NCB receive ..... % (not more than 33,33%) of the share NCB receives from abroad.

*Initials Author:* ..... *Initials Music Publisher:* .....

- If the Music Publisher (Original Publisher) enters into an agreement with a foreign Sub-publisher that grants foreign right holders a right to receive a maximum of 50% of payment, payment in respect of Mechanization shall be divided as follows:

The Author shall from NCB receive 100% of the share NCB receives from abroad.

*Initials Author:* ..... *Initials Music Publisher:* .....

5.8.2

- If the Music Publisher (Original Publisher) enters into an agreement with a foreign Sub-publisher that gives the foreign Sub-publisher a right to collect 100% of the Mechanical Payment, the Author shall receive .....% At source.

*Initials Author:* ..... *Initials Music Publisher:* .....

- If the Music Publisher (Original Publisher) enters into an agreement with a foreign Sub-publisher that gives the foreign Sub-publisher a right to collect 100% of the Mechanical Payment, the Author shall receive .....% of the share that the Music Publisher (Original Publisher) receives from abroad.

The share for the Sub-publisher/foreign right holder shall not exceed .....% of collected payment.

*Initials Author:* ..... *Initials Music Publisher:* .....

## GRAPHIC USE

### 5.9 Joint Copyright

If several Authors are entitled to payment, payment for use of the Work in Graphic Form shall be allocated on the basis of the Author's share in the Work.

### 5.10 The Music Publisher's In-house Publications

As payment for sales of an Edition of the Work, the Music Publisher shall pay the Author .....% of the Music Publisher's estimated retail price exclusive of VAT per copy sold.

The Music Publisher shall in case of sales to book clubs and sales via subscriptions and in case of bargain sales/campaigns be entitled to adjust the price that forms the basis for calculation of the Author's remuneration by the same ratio as the price to the customer has been adjusted.

If the Work is included in a Compilation Issue produced by the Music Publisher, payment to the Author shall be calculated Pro Rata.

If the Work is included in a School Book Anthology produced by the Music Publisher, payment to the Author may be calculated in accordance with the rules in the Music Anthology Agreement.

### 5.11 Foreign Sales of the Music Publisher's In-house Publications

The Music Publisher shall in respect of foreign sales of any Edition pay the Author 50% of the payment stipulated in 5.10.

### 5.12 Materials for Hire

The Music Publisher shall in respect of revenues from Materials for Hire pay the Author .....% of any such revenues exclusive of VAT that the Music Publisher receives.

### 5.13 Digital Distribution via Networks

The Music Publisher shall in respect of digital distribution via networks of the Music Publisher's in-house publications of the Work pay the Author .....% calculated on any revenue exclusive of VAT that the Music Publisher receives on the sale. The Author's share shall not be affected by any digital sales of the Work to foreign countries.

### 5.14 Other Payments for Licensing in Graphic Form

Any payment for licensing of the Work in Graphic Form other than the aforementioned shall be allocated in equal shares as between the Author and the Music Publisher.

### 5.15 Licensing without Payment

The Music Publisher shall be entitled to license rights at no payment for charitable or non-profit purposes by the Author's prior consent in writing. The Music Publisher shall also be entitled, by the Author's prior consent in writing, to permit any third party to use the Work in a context that in the Music Publisher's opinion would make a positive contribution to the financial exploitation of the Work.

### 5.16 Copies Exempt from Payment

The Music Publisher shall be entitled to submit Checking Copies and Statutory Deposit Copies to third parties without payment to the Author.

The Music Publisher shall be entitled to utilize a maximum of 10% of any Issue as free and marketing copies without payment to the Author.

### 5.17 Remained Issues and Destruction

The Author shall be entitled to information about any Remained Issues at each turn of the year. The information shall, if the Author so requests, be supplied in writing and not later than one month after the accounting period in question.

The Music Publisher shall be entitled to destroy any Issue wholly or partly without payment to the Author. The Music Publisher shall prior to complete destruction in writing offer the Author copies for his/her private use at no cost.

If copies of the Work in Graphic Form remain with the Music Publisher after expiry of the agreement period, the Music Publisher shall have a non-exclusive right to use the copies upon payment as stipulated in 5.10. This shall not apply to copies intended for digital distribution via networks.

This clause shall not apply to any issue of a Compilation Edition that includes the Work.

## OTHER PAYMENTS

### 5.18 Division of other Payments

Any income arising from rights to the Work, which are not defined or known at the time of signature of this agreement, shall be divided in accordance with this agreement.

## 6. EXPIRY OF THE AGREEMENT ETC.

### 6.1 Termination

- 6.1.1 Termination of this agreement shall be effected by means of recorded delivery letter and in accordance with the stipulations in 3.2-3.5 and 3.7.
- 6.1.2 The rights to the Work shall revert to the Author on termination. The Music Publisher's right to collect payment in respect of the Work shall cease on termination. If the Music Publisher receives payment after termination, the Music Publisher shall distribute to the Author all collected payments received by the Music Publisher after termination.
- 6.1.3 If a party is in fundamental breach of this agreement otherwise than as stipulated in 3.2-3.5 and 3.7, the other party shall be entitled by recorded delivery letter claiming breach of agreement and requesting remedy to terminate the agreement with immediate effect if remedy is not effected within 90 days of dispatch of the recorded delivery letter.

### 6.2 Force Majeure

Either party shall be excused sanctions for failure to perform any obligation in this agreement if the failure is caused by a circumstance of the nature listed below ("force majeure") and the circumstance prevents, makes considerably more difficult or delays performance thereof. The following shall for instance be considered force majeure: action or failure to act by authorities, new or amended legislation, industrial action, blockades, fire, flooding or accidents of a major incidence.

Any party claiming excuse under the above stipulations shall promptly notify the other party thereof.

Notwithstanding what is stipulated about excuse from sanction, either party shall be entitled to give notice of termination of the agreement with immediate effect if performance of a certain obligation is delayed by more than 90 days because of force majeure.

### 6.3 Termination of the Right of Assignment in Connection with Insolvency etc.

If the Music Publisher becomes insolvent, suspends its payments, commences any reconstruction or composition procedure or is declared bankrupt, the Music Publisher's right to assign as stipulated in 2.3 shall immediately terminate. The right shall revert to the Music Publisher if the aforementioned situation should cease.

### 6.4 Conditions after Expiry of the Agreement

Any item in this agreement that relates to payments, collection, statements, distributions or audits shall apply also to payments in respect of any use according to this agreement that the Music Publisher receives after expiry of the agreement.

### 6.5 Dispute Resolution

Any dispute arising from this agreement shall be resolved by a Swedish court of law and according to Swedish law.

## 7. MISCELLANEOUS

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*Initials Author:* ..... *Initials Music Publisher:* .....

This agreement shall replace any earlier agreements, whether oral or in writing, between the parties concerning the Work. Any addition to this agreement shall be in writing and signed by both parties in order to acquire validity.

The Author and the Music Publisher have received one copy each of this agreement.

PLACE ..... DATE ..... / .....

*Music Publisher:* ..... *Clarification of signature:* .....

PLACE ..... DATE ..... / .....

*Author:* ..... *Clarification of signature:* .....

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