

Please read The Agreement very carefully. Your acceptance of The Agreement enables us to post your music on our websites. Please note The Agreement does not grant Tinman-Creative (“Tinman”) ownership of your music. You must read The Agreement and indicate your acceptance during the submission process. If you are unclear, please have an experienced person read this or seek independent legal advice. Please save or print The Agreement for future reference.

Tinman-Creative Music Downloads Hosting Agreement

(“The Agreement”)

1.

www.musicmadeinportugal.com, www.tinmanmusicdownloads.com and www.tinmanradio.com are associated website of www.tinman-creative.com, which is the property of Tinman-Creative (“Tinman”).

Tinman specializes in the promotion and the online sales of your music, through all associated Tinman Websites existing or yet to be created (“The Tinman Portal”), with the goal to gain more international awareness and recognition for “Music Made in Portugal”.

Tinman encourages you to stay independent. Thereby enabling you to retain full ownership of your copyright while authorizing Tinman to sell your music online. You are free to grant similar rights to other companies during and after the term of The Agreement with Tinman. Tinman does not allow any unsolicited submissions or automated uploads of your music (“The Recorded Work”), but selects submitted material carefully, constantly aiming for quality.

You agree upon the following terms:

2. Authorization for Downloads

2.1. You grant Tinman the non-exclusive right to promote and sell your recorded work online as an MP3 Download on The Tinman Portal for the

period of 12 months commencing on the date of the submission of The Agreement (“Submission Date”).

2.2. You hereby warrant:

2.2.a. That you own the copyright in The Recorded Work submitted to Tinman and that you are able to prove this upon request.

2.2.b. That you have the power and full right to perform The Agreement and that all third party’s consents to enter into The Agreement are secured.

2.2.c. That the submitted Content (“Content”) does not and will not infringe upon any third party’s right, copyright, patent, trademark, rights of privacy and/or any similar rights.

Content means all material submitted to Tinman, The Recorded Work, promotional material, images, videos and any similar material

2.2.d. That the Content does not contain any pornographic, obscene or defamatory material and does not violate any law.

3. Submitted Content and Promotion

3.1. For the period of The Agreement you authorize Tinman to make any technical alteration to the content, required to make the content available to consumers for listening or purchasing via The Tinman Portal.

3.2. Furthermore, you authorize Tinman to use your Artist and/or Band Name and any promotional material you supply in the sale of the submitted Recorded Work and to create further promotional material from this Content, for example thumbnails, samples and similar material.

3.3. You authorize Tinman to promote The Recorded Work not only through The Tinman Portal but you also allow Tinman to use the submitted Content for marketing campaigns in collaboration with Print Media, Radio and Internet Radio, Television and similar media, to create as much awareness as possible for you and The Recorded Work for consumers on the Internet.

4. Payments and Accounting

4.1. Tinman will offer the MP3 Download of The Recorded Work for sale for a price set by you under the condition that the price ranges between eight

(8) Euros minimum and sixteen (16) Euros maximum, unless otherwise expressly agreed in writing.

4.2. Tinman does not sell singles.

4.3. You are entitled to fifty percent (50%) of the sales price of each Recorded Work sold through The Tinman Portal.

Tinman will not deduct any costs associated with the sales and the promotion of The Recorded Work, the accounting to you, and the maintenance of The Tinman Portal, merchant and transaction fees, server fees, blanket license fees or any other similar costs.

4.4. Tinman will account to you twice a year. One accounting period is six(6) months.

You will receive one accounting statement within sixty (60) days after the last day of December and another accounting statement within sixty (60) days after the last day of June. The statement will be send by e-mail to the address you submitted to Tinman.

Any payment due according to the statement will be paid into your account with PayPal within sixty (60)days after the end of each accounting period.

4.5. All payments made to you by Tinman shall be in Euros.

4.6. You indemnify Tinman against any loss (including legal fees) that Tinman may suffer resulting from any claim against Tinman inconsistent with any representation made by you in The Agreement. Until such claim is reduced to judgment or settled Tinman may withhold any payments to be made to you.

5. Termination

5.1. You shall be able to terminate The Agreement at any time giving four (4) weeks notice in writing. Tinman will then remove any of your submitted Content within seven (7) days after having received your notice. You will receive final payment and the final accounting statement within sixty (60) days after the end of the actual accounting period.

5.2. If any item of the Content delivered to Tinman is not used in accordance with The Agreement or unavailable to the public via the Tinman Downloads Portal due to the act or default of Tinman for a period of more than thirty (30) days your sole remedy shall be to terminate The Agreement

by notice in writing. Tinman will then remove any of your submitted Content within seven (7) days after having received your notice. You will receive final payment and the final accounting statement within sixty (60) days after the end of the actual accounting period.

5.3. Tinman may in its sole discretion at any time terminate The Agreement and remove any Content or Promotional Material from the Tinman Downloads Portal without prior notice to you, if in its reasonable opinion it is necessary to do so to avoid any damage to Tinman for legal, technical, political, moral, marketing or similar reasons.

You will receive final payment and the final accounting statement within sixty (60) days after the end of the actual accounting period.

5.4. The Agreement will automatically be extended for a further twelve (12) months, if you do not give written notice to Tinman within four (4) weeks prior to the end of the term of The Agreement.

6. Disclaimer

Tinman disclaims any responsibility for failures caused directly or indirectly by our service providers, including telecommunication, power providers, and hosting services.

Furthermore Tinman disclaims responsibility for all failures due to the technology that underlies our sites, including computer viruses, natural disasters, and/or any other cause beyond Tinman's reasonable control.

7. Miscellaneous

7.1. No partnership is created by The Agreement and neither party shall represent otherwise.

7.2. Neither party shall bring any proceedings against the other in respect of The Agreement unless the party intending to bring proceedings first makes a bona fide offer to participate immediately in a mediation conducted by a mutually agreed third party and the other party has declined such offer. The costs of the mediator shall be equally divided between the parties. In the event that the mediation fails, any conflict between the parties that may arise from The Agreement shall be decided by a Court of Arbitration.

7.3. All notices referred to The Agreement shall be in writing.

7.4. The Agreement is governed by the law of Portugal.

7.5. The Agreement operates to the fullest extent permissible by law. If any provision of The Agreement is unlawful, void or unenforceable, that provision is deemed to be several from The Agreement and does not affect the validity and enforceability of any remaining provisions.

THE AGREEMENT REPRESENTS THE ENTIRE AGREEMENT BETWEEN THE PARTIES IN RESPECT OF ITS SUBJECT MATTER.

I HAVE READ AND UNDERSTOOD THE AGREEMENT AND AGREE TO ALL OF THE PROVISIONS CONTAINED ABOVE.

