



Terms and Conditions for Artists

Terms and conditions for all artists on Slicethepie relating to all aspects of the financing process, including scout room, showcase, artist profile, recording and distribution, copyright, royalties and promotional rights. These terms and conditions should be read together with the general terms and conditions for the website which can be accessed [here](#); with the privacy policy which can be accessed [here](#), and with the terms and conditions which govern trading which can be accessed [here](#).

Help yourself to a piece of the music industry

www.slicethepie.com

Terms and Conditions for Artists

On acceptance, these terms and conditions will govern your relationship with Slicethepie Limited ("**Slicethepie**") whether that is for the Scout Room or Showcase elements of the Financing Process (the "**Agreement**"). In these terms and conditions "you", "your", or "yours" shall mean either the Artist (as defined below) or, where the Artist comprises more than one person, an individual who represents all the members of the Artist and is authorised by all such members to enter into this relationship with **Slicethepie**.

Scout Room

Creation of a profile allows you to upload to the Slicethepie web site (the "**Website**") up to ten different songs (the "**Demo**") featuring your performances or those of a group of performing and recording artists of which you are a member and which you warrant you represent (the "**Artist**").

Each Artist is only permitted to have one profile on the Website and Slicethepie reserves the right to remove the profiles of any Artist found in breach of this condition.

Demo tracks & biographies

The songs on the Demo must be new and original and previously unpublished and either owned by the Artist or by a member of the Artist, or, if it is the unpublished work of a third party the Artist must have unrestricted rights in the songs in order to grant to Slicethepie the rights granted by the terms of this Agreement.

You are not permitted to include in the Demo cover recordings of previously published songs or one or more samples of previously recorded songs ("**Samples**"). If Slicethepie finds you have submitted a cover recording or that the Demo contains Samples Slicethepie will remove it and you and any Artist you represent will be excluded from the Scout Room and potentially from the Website in Slicethepie's absolute discretion.

In addition to the Demo you may at the same time also upload one photograph, one video link and a biography of the Artist of not more than 2,000 characters (the "**Material**").

For details of the formats Slicethepie accepts for the Demo and the Material please refer to the FAQs which can be found [here](#), and if you require further assistance please see the FAQs or email Slicethepie on info@slicethepie.com.

Slicethepie has the absolute right to refuse to accept or to remove the Demo and/ or the Material or any of it from the Website if its security systems detect, or it has reasonable grounds to believe that it may contain viruses or is otherwise harmful to the Website. Slicethepie will notify you by email if it rejects or removes the Demo and/or the Material for this reason and you will

have an opportunity to upload another file with the Demo and/or the Material which does not contain the virus or other harmful material.

Slicethepie accepts no liability for any damage, losses or costs arising out of the Demo or the Material which you supply. If you cause damage to Slicethepie you indemnify Slicethepie in full as set out below both on your own behalf and on behalf of all members of the Artist.

Slicethepie also has the right to remove the Demo and/or the Material (or any of it) if, in Slicethepie's opinion, such decision being final, it considers it is obscene, defamatory, or is in breach of copyright, privacy rights or any other rights of third parties, or is otherwise likely to cause offence, or if it is legally required to do so.

Once you have uploaded the Demo and the Material you will not be able to remove it without Slicethepie's agreement.

You can provide links to other web sites containing further information about the Artist, including the video link. Slicethepie accepts no liability for the maintenance of these links and no liability for the material contained on or applying to the linked websites. It shall be entirely the Artist's responsibility to ensure that all rules and regulations applying to the linked websites have been complied with and you and the Artist agree to indemnify Slicethepie in full.

Promotional rights

By uploading the Demo and the Material to the Scout Room on the Website you grant Slicethepie the non-exclusive unconditional free right to stream, perform and otherwise make available the songs on the Demo on the Website and other third party websites for promotional purposes, as well as to third party mobile, handheld or other devices, and to broadcast or otherwise use the Demo, the songs on the Demo and the Material in all reasonable manner and media free of charge for promotional purposes. You will be responsible for any and all payments that may be due to the writers and composers of the songs on the Demo, or to the Artist, or any producers and mixers of the recordings on the Demo or any payments of any kind due to third parties in connection with the songs, the Demo and the Material.

You grant Slicethepie on your own behalf and on behalf of each member of the Artist any and all performer's consents necessary for Slicethepie to make use of the rights granted under this Agreement. You warrant that all performers on the Demo have given their unconditional consent to the use of their performances and you will be responsible for any and all payments due to such performers. You irrevocably and unconditionally waive on behalf of yourself and of each other member of the Artist any and all moral and or like rights anywhere in the world in the songs on the Demo and the performances embodied on the Demo as well as in any of the Material.

You also grant Slicethepie the non-exclusive right to use the name(s) and likeness(es) of all members of the Artist on the Website, other third party

websites, on mobile phones and other hand held or other electronic devices and in related publicity materials for promotional purposes.

You grant Slicethepie the right to make a copy of the Demo for central storage as part of the operation of the Website, for any purpose contemplated by this Agreement and for archiving purposes. Slicethepie does not own the copyright in the songs and the recordings on the Demo or in the Material which remains the property of the copyright owner but is subject to the rights granted under this Agreement.

Slicethepie has no interest in the Artist name (the "**Name**") but if the Artist has any interest in any trade mark in relation to the Name you grant Slicethepie a non-exclusive licence to use the same in connection with the rights granted under this Agreement.

Showcase

Financing

If the Artist has sufficient firm commitments of finance from users of a showcase (the "**Fans**") to provide a minimum fund of £15,000 gross before deduction of any bank transfer charges and fees (the "**Finance**") to enable the Artist to record an album of master recordings of the Artist's performances (the "**Album**") then you on behalf of each member of the Artist agree to the following additional terms and conditions:

- The Artist will enter into agreements on pre-agreed terms with the Fans who have agreed to provide the Finance to the Artist (the "**Investment Agreement**"). The terms of the Investment Agreement can be found [here](#).
- The Artist will set up a bank account (the "**Bank Account**"). in the Artist's name within 14 days of the date that Slicethepie confirms to the Artist that sufficient firm commitments have been received to receive all Finance raised by the Artist from the Fans and will advise Slicethepie of the details by completing and returning to Slicethepie the bank details form available [here](#). You are responsible for ensuring that you have the consent and approval of all members of the Artist to set up the Bank Account. You authorise Slicethepie on behalf of yourself and of the Artist, through a secure money collection service to collect the Finance on your behalf and on behalf of the Artist as envisaged in the Investment Agreement and to hold it in a separate account until you have provided Slicethepie with details of the Bank Account. Slicethepie will pay the Finance it receives on your/the Artist's behalf into the Bank Account in tranches after deduction of any bank transfer charges and fees following valid draw-down requests from you as advised by Slicethepie to you.
- You agree that Slicethepie is entitled to ten per cent (10%) of all Finance received by Slicethepie on your behalf from the Fans (net of

bank transfer charges and fees) in consideration of Slicethepie permitting you to have access to the Website and the opportunity to raise the Finance (the "**Fee**"). The Fee will be deducted by Slicethepie from the Finance it receives on your behalf from the Fans and the balance will be paid through to you. You are liable for any bank transfer charges and fees.

- If the Artist fails to raise a minimum of £1,000 from Fan commitments in the first 30 days of appearing in a Showcase, Slicethepie reserves the right to remove that artist from the Showcase and all moneys that have been committed will be returned (in full) to the Fans.

Recording and distribution

- You agree that the Artist will record an Album within six months of receiving the Finance. You also agree that this Album will be made for commercial release within that six month period by means of a digital distribution agreement which is on pre-agreed terms and which will be entered into by Slicethepie on your behalf. The digital distribution partner is currently Tunecore (www.tunecore.com) and a copy of the agreement that Slicethepie will enter into on your behalf is available to view and download [here](#). Slicethepie may substitute any other digital distribution agreement for this digital distribution agreement provided that the substitute agreement will be on no worse terms than this agreement and a copy of such substitute agreement will be provided to you by email as soon as practically possible after it is entered into (the "**Digital Distribution Agreement**"). If you or (any of) the Artist(s) is in breach of these obligations you must procure that the Artist immediately repays to the Fans all Finance the Artist has received under the Investment Agreements. You will repay the sums to Slicethepie initially who will collect it on the Fans behalf and pay the sums collected to the Fans concerned net of any bank transfer charges or fees.
- The Album must be of a first class technical standard and of at least the same commercial standard as the Demo. It must also comply with the technical requirements set out in the Digital Distribution Agreement. It must consist of new and original recordings solely of performances by the Artist recorded in a studio, and a minimum of ten (10) different new and original and previously unpublished musical compositions each of at least two (2) minutes duration. If it does not then subject to the six month cut-off period referred to in the paragraph above the Artist must re-record the Album until one which is satisfactory to Slicethepie has been recorded. Slicethepie's decision will be final provided that Slicethepie acts reasonably and in good faith.
- The Album will be exclusively available via the Digital Distribution Agreement for a minimum of two years from its initial commercial release (the "**Royalty Term**") unless ended earlier by reason of the

buy-out as set out below or by reason of the rights of removal set out on page 6 below.

Royalty and Accounting provisions

- During the Royalty Term Slicethepie shall be entitled to a royalty equal to two pounds and fifty pence (£2.50 sterling) for each complete copy of the Album sold and twenty five pence (25p) for each single track off the Album sold (except as part of a sale of a whole Album), whether by way of the Digital Distribution Agreement or by way of sales of physical copies of the Album or of single tracks off the Album (the "**Royalty**").
- You authorise Slicethepie to collect the Royalty on sales made under the Digital Distribution Agreement direct from the distributor. This authorisation is irrevocable until such time, if at all, that the Royalty is bought out for the remainder of the Royalty Term as set out below. Slicethepie has rights of audit in respect of such sales under the Digital Distribution Agreement. Dependent on the terms of any buy-out of Slicethepie's rights under this Agreement you may be liable to pay an additional sum per copy of the Album or for each single track off the Album (the "**Override Royalty**") during the **Override Royalty Term** both as more particularly set out below.
- In respect of sales of physical copies of the Album or of single tracks off the Album the Artist agrees to account to Slicethepie for the Royalty during the Royalty Term on a quarterly basis and within 60 days of the end of each quarter ending on 31 March, 30 June, 30 September and 31 December in each year of the Royalty Term. The Artist will send Slicethepie a statement setting out in reasonable detail the number of physical copies which have been sold in the previous quarter together with a calculation of the Royalty due to Slicethepie. Slicethepie will have the right to deduct the Royalty due on physical sales from the proceeds of digital sales made under the Digital Distribution Agreement direct from the distributor. In the event that that sales under the Digital Distribution Agreement are insufficient to cover the Royalty on physical sales the Artist will pay to Slicethepie the balance of the Royalty due on a quarterly basis.
- After the end of the Royalty Term Slicethepie will have a period of two years in which to collect in the Royalty due to it from sales during the Royalty Term.
- Slicethepie shall have the right to audit the Artist's books and records relating to sales of physical copies of the Album or of single tracks off the Album on reasonable notice. If this audit reveals that the Artist has under-accounted the Royalty due to Slicethepie the Artist will immediately pay to Slicethepie the amount of the shortfall as well as paying Slicethepie's reasonable costs of the audit if there is a shortfall of £3,000 or more.

- If the Artist or record company that the Artist is negotiating with wishes to buy-out Slicethepie's Royalty entitlement then, subject to the rights of the distributor under the Digital Distribution Agreement, such persons shall be entitled to do so on the following terms: Either:
 - on payment to Slicethepie of a lump sum equal to 22,500 times the contract price at 12 midday GMT on the day which is 3 days prior to the trading in contracts in that Artist being suspended by Slicethepie at the request of the Artist or otherwise in accordance with the terms and conditions of the Slicethepie Exchange which can be accessed [here](#); or
 - at the option of Slicethepie, on payment to Slicethepie of a lump sum equal to 15,000 times the contract price at 12 midday GMT on the day which is 3 business days prior to the trading in contracts in that Artist being suspended by Slicethepie at the request of the Artist or otherwise in accordance with the terms and conditions of the Slicethepie Exchange which can be accessed [here](#) and on the Artist entering into an agreement with Slicethepie to secure direct accounting by such third party record or music publishing company of an Override Royalty equal to 3% of the published price to dealers in respect of all sales or other exploitation of the Album or Singles, or of any re-recordings of the songs on the Album or Single featuring the performances of the Artist or any member thereof. The Override Royalty will be calculated and paid on the same terms and subject to the same accounting provisions as the Artist is subject extracts of which will be produced to Slicethepie at the time of entering into the agreement with the record or publishing company concerned. However, if an advance is paid to the Artist against future royalty earnings then the Artist will either procure that Slicethepie receives a pro-rata share of such advance or that it is paid in respect of all sums applied to recoup such advance. In all other respects Slicethepie shall be paid from record one regardless of the fact that the Artist may be required to recoup costs under the terms of such agreement. It shall be a term of this Agreement that the third party record or publishing company must enter into a direct agreement with Slicethepie agreeing to honour these obligations on the part of the Artist. The Override Royalty shall be payable for the life of copyright, including all renewals and extensions thereof, throughout the world (the "Override Royalty Term").

The option referred to above must be exercised in writing within 30 business days of the Artist requesting that trading in contracts in the Artist should be suspended as set out above. Nothing contained in this Agreement prevents the Artist from re-recording, editing and remixing the Album but all such re-

recording, editing and remixing is subject to the Digital Distribution Agreement and to this Agreement. The Royalty and the Override Royalty is payable for the Royalty Term and the Override Royalty Term (as applicable) even if the Artist re-records all or part of the recordings on the Album. It also applies to all mixes and versions of the recordings on the Album.

The Artist agrees to undertake reasonable amounts of promotional activities to support and encourage sales of the Album at the Artist's own expense or using any remaining balance of the Finance.

Promotional Use of Album

You grant to Slicethepie on behalf of the Artist a non-exclusive free licence to publicly perform, broadcast and otherwise make available the Album and individual tracks taken from the Album in streamed only format and to reproduce the songs which are on the Album solely for promotional purposes on the Website and any third party website together with all other forms of media including on third party mobile phones and other handheld or electrical devices for users to listen to free of charge for promotional purposes.

The rights granted to Slicethepie include all consents, licences and permissions from all performers on the recordings on the Album and any producers or mixers who have rendered services in relation to the Album which are necessary for Slicethepie to make the fullest use of the rights granted to Slicethepie under this Agreement.

You confirm that Slicethepie is entitled to make a copy of the Album for central storage as part of the operation of the Website, for archiving purposes, in order to provide a copy to the Fans on the Artist's behalf under the terms of the Investment Agreement, and for all other purposes contemplated by this Agreement. Slicethepie has the right to refuse to accept or to remove the Album from the Website if its security systems detect that it may contain viruses or is otherwise harmful to the Website. Slicethepie will notify you by email if it rejects or removes the Album for this reason and you will have an opportunity to upload another file with the Album which does not contain the viruses or other harmful material.

Slicethepie also has the right to remove the Album from the Website if, in Slicethepie's opinion, such decision being final, it considers it is obscene, defamatory or otherwise likely to cause offence or is in breach of copyright, privacy rights or any other rights of third parties, or it is legally required to do so.

You also grant to Slicethepie all rights necessary in order to give effect to the terms of the Digital Distribution Agreement.

Copyright

Slicethepie has no interest in the copyright in the songs or in the recordings on the Album or in the Name, but if the Artist has any interest in any trade mark in relation to the Name the Artist grants Slicethepie a non-exclusive

licence to use the same in connection with the Album for the purposes set out in this Agreement.

Nothing contained in this Agreement shall prevent the Artist from entering into a recording, performing or publishing agreement in relation to the recordings and songs on the Album but all such arrangements shall be subject to this Agreement and to the Digital Distribution Agreement. The Artist agrees to bring the existence of this provision and of these agreements to the attention of anyone that the Artist proposes entering into negotiations with for such recording, performing or publishing agreements. The Artist will procure that it is a condition of all recording agreements relating to the Album that the Royalty is paid for the Royalty Term in respect of all sales of the Album under such recording agreements and that Slicethepie is accounted to direct for the Royalty and shall have a direct right of audit of the books and records of the record company concerned relating to the Album on the same terms as you have a right to audit them alternately that the Royalty is bought out as provided for above. If Slicethepie elects to pay a reduced buy-out fee together with the Override Royalty then these same requirements set out in the last sentence shall also apply to the Override Royalty for the Override Royalty Term.

Commercial Opportunities

From time to time, through Slicethepie's media network and commercial music industry contacts, it may be successful in originating or procuring commercial opportunities for Artists, in respect of the commercial exploitation, marketing and promotion of the Album and the recordings and compositions contained on the Album and/or in respect of the Materials, including, but not limited to:

- Recording or music publishing deals
- Synchronzation deals
- Third party content distribution deals with eg. brand names, social networks, third party media companies
- Sponsorship and/or merchandising deals

Slicethepie makes no warranty or promise that it will be able to originate or procure such opportunities and is not holding itself out as being able to procure work for the Artist. Slicethepie is not acting in any way as an employment agent. If, however an opportunity does present itself then Slicethepie may, in its absolute discretion, put such opportunity forward to the Artist. In such cases, the Artist is under no obligation to pursue any opportunity which may be presented to it by Slicethepie. If, however, the Artist wishes to proceed with such opportunity then as a pre-condition to the Artist accepting such an opportunity the Artist agrees to pay or procure the payment to Slicethepie, of a sum equal to no less than 15% of the gross fee

or revenue generated for the Artist from any such commercial agreement. The Artist will procure that the third party enters into a direct agreement to pay such sums directly to Slicethepie. The Artist will also procure that Slicethepie has a direct right of audit of the books and records of such third party and will supply Slicethepie on signature of the deal with a copy of the agreement signed. It shall be solely the obligation of the Artist to ensure the Artist is free to accept such opportunity and to ensure that in so doing the Artist is not in breach of any other obligations and the Artist indemnifies Slicethepie in full in respect thereof.

General

In relation to both the Scout Room and the Showcase you warrant and agree on behalf of yourself and the Artist that:

- you have the right and full authority of all members jointly and severally of the Artist to accept these terms and conditions; to grant the rights granted; and that neither you nor any other member of the Artist will seek in any way to undermine the rights granted to Slicethepie;
- that all songs on the Demo and on the Album will be new and original and not previously published, will be entirely your work or that of the members of the Artist or to the extent that they are songs written or composed by someone else you warrant that you will have the unrestricted right to use such songs for all purposes without Slicethepie becoming liable to any additional payments which shall be solely your responsibility;
- that the songs on the Demo and the Album as well as the recordings on the Demo and on the Album do not and will not contain any unauthorised samples from anyone else's work; that the Artist will be solely responsible for any payments which may have to be made to any third party for the use of such songs and/or recordings;
- the Artist owns the Material, has the unrestricted right to use it, and is solely liable for any payments which may have to be made to any third party for the use of the Material;
- the Artist owns the unrestricted right to the Name;
- the Artist grants to Slicethepie all performer's consents necessary for Slicethepie to fulfil its obligations under the Digital Distribution Agreement and to enable Slicethepie to use such performances for all purposes contemplated by this Agreement;
- that all moral rights of any performers or writers or composers of any songs or master recordings on the Demo or on the Album have been irrevocably and unconditionally waived;

- no member of the Artist is currently party to any recording agreement or other agreement for the Artist's services as recording and performing artists with a third party who is obliged to record and commercially release master recordings of the Artist's performances;
- no member of the Artist or any other person who has written or composed any of the songs on the Demo or on the Album is party to any form of publishing agreement and nor is such person a member of any performing or mechanical royalty collection society;
- that each member of the Artist is over the age of eighteen (18).

Each member of the Artist agrees to indemnify Slicethepie on a joint and several basis in respect of any loss, costs or damage Slicethepie may suffer as a result of a breach or threatened breach of any provision of this Agreement or of any warranties or representations made by you on your own behalf or on behalf of the Artist.

In the event that the you and/or the Artist is in breach of this Agreement and fails to rectify such breach within 7 days of being notified of it then, in addition to the other sanctions specifically set out in this Agreement or in the related agreements Slicethepie has the right to pursue the Artist or any member of the Artist for damages, and the right to seek an injunction preventing any further breach or threatened breach. Termination of this Agreement shall not terminate the right to receive the Royalty or the Override Royalty.

These terms and conditions contained in this Agreement are in addition to the terms and conditions and privacy policy which apply to the Website as a whole. Use of the secure payment service is subject to the terms and conditions applying to the use of such service and Slicethepie accepts no liability in respect thereof.

Nothing contained in this Agreement shall create a partnership or joint venture between the Artist and Slicethepie. English law will apply and if there is a dispute which cannot be settled and either party wishes to take the matter to court it must do so in the United Kingdom. Any notice required to be given to Slicethepie should be in writing and sent to its registered office at One London Wall, London EC2Y 5EB marked for the attention of the Company Secretary. Any notice to be given to the Artist should be sent by email to the email address provided by you on behalf of the Artist and you and the Artist also consent to service of legal proceedings by email.

