



**Performing Rights,
Internet Broadcast Rights Fee Waiver
and Digital Distribution Option**

This letter shall set forth all work submitted by Artist, including one or more songs and/or music scores
Artist’s Work shall comprise of the following tracks, songs and/or music scores:

TRACK TITLES

Digital Distribution Option

Optional: artists gives Magnatune permission to be the exclusive digital distributor to 3rd party stores (including, without limitation iTunes, Amazon, eMusic and Napster) to the Artist’s Work listed herein. Artist retains the right to revoke this permission at any time for any reason, with 90 days written notice to Magnatune.

If you want Magnatune to put your music on iTunes, and other stores, then put your initials in the line below. We will split all revenue we receive from these other stores using the same 50/50 formula we do with music we sell from our own site. You absolutely do not need to let us do this if you don’t want to. However, we do recommend that every musician of ours be on iTunes in some way or another, so if you don’t let us put your music on iTunes, we recommend you make other arrangements to get your music on iTunes.

Write your initials here if you want this “Digital Distribution Option”: _____

Artist certifies that if he/she currently is, or previously was, affiliated or a member of a performing rights licensing organization (including, without limitation BMI, ASCAP, PRS or SESAC) that Artist hereby grants Magnatune a waiver of performing rights royalties and Internet Broadcast royalties arising from performance or broadcast of these works.

We include the language above (which also is stated in the main Agreement) (i) to confirm that we can distribute your music as widely as possible through the Creative Commons License, and (ii) if ASCAP/BMI/SESAC ever show up at our door to seek royalty fees, we will give them just this one page, which demonstrates that they do not have

any right to a cut of the money you and we have made. Also, by restating the language in this Attachment, we don't have to give them the entire contract for their lawyers to nit-pick.

Artist hereby agrees to the foregoing terms of this Agreement.

Artist:

By: _____,

Date: _____