

Introduction

The Problem - New acts NEED to break into the industry. Recording companies always NEED new blood. Everyone knows at least one good unsigned band or artist. So, what's the problem?

Most recording companies have strict policies against accepting unsolicited demos and other materials. 'Their' music is created to be saleable and recording companies can only assume these sales if a new Artist fits within what that recording company thinks is its established market – The result is a market that is largely dominated by manufactured acts.

The Answer – The mold needs to be broken by demonstrating either that existing unsigned artists fit their guidelines or prove that NEW music created outside of those guidelines can be saleable.

Every week Pulse Now receives a large amount of new material from unsigned talent across the globe. What we believe to be the very best of this material is added to genre specific broadcasts and exceptional material is also added to our main playlist broadcast via the Internet and by satellite.

Feedback is received from listeners via the voting system on our PulseNow website and the top ten acts each month are featured on the homepage and on our free promotional discs – providing potential valuable exposure for these artists to both the public and to the industry.

Why Radio? Why Pulse?

Radio is a powerful medium and the Internet is a cost effective vehicle for broadcasting audio over a large geographical area. The Internet is also excellent for collecting data, providing Information that could potentially influence the industry.

The Pulse Global Ltd Radio Network consists of Pulse Unsigned, broadcasting from the UK and Pulse Now in North America. September 30th 2004 saw the launch of Pulse Unsigned's satellite radio channel broadcast via Sky Digital to over 7 million homes in the UK & Europe in addition to the established and rapidly growing number of listeners to their Internet stream. During 2005, Pulse will be expanding into other territories throughout the world via the Pulse Global Ltd Radio Network, thereby creating possibly the largest platform for unsigned talent in the world and providing the largest possible potential audience for your music.

2005 will also see our main Internet stream and Satellite broadcasts switch from streamed music to Presenter based programs giving us the opportunity to give additional promotion to selected Artists through interviews and news features.

A platform this large can provide potentially great exposure and consumer demand for high quality, original new music - and should make the industry sit up and take notice!

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Who listens? Why do they listen?

Pulse Now listeners are: Musically disenfranchised, Alternative, Confident, Independent and Intelligent. A large amount of Pulse listeners are musicians and/or involved in the music industry at some level.

They listen because they enjoy new music, They listen because they enjoy a varied mix of original music and, if they are in the industry, They listen because it is in their interest to listen!

What can we offer an artist?

Airtime, web presence, a community in which artists can learn and share, support, information, venues, studios, gigs, technical and creative advice, feedback and, most importantly, exposure that could be your route into the industry.

Unsigned Music Submission Pack

If you would like to send us your music please read this pack carefully as it contains information you need to know and once you sign and send us the Unsigned Music Submission Form documents and Submission Contract, along with our Terms of Use/Privacy

Policy accessible by clicking on the "Terms of Use" button on the bottom of our Homepage, constitutes your agreement with us and with all of the terms and conditions in these documents (in whole and in part, "the Agreement" for short).

The following pages should contain all the information you need regarding the submission of your music to us but if you have any further questions please email us at office@pulsenowmail.com.

Pulse Now is part of the Pulse Global Ltd Radio Network and any music and materials submitted to Pulse Now will automatically be made available to other members of the Pulse Global Ltd Radio Network worldwide subject to the Agreement.

How the Pulse Now playlist works

We choose submitted demos we think our listeners will be interested to hear. We believe every track we feature stands out in some way - the production or musicianship may be of a particularly high quality, or the track may have an original or innovative sound.

We also select tracks because they illustrate potential to us or because we believe they are a good example of a certain genre or sound.

The very large amount of demos we receive means that we can't possibly feature all of them, but don't let this discourage you from submitting your material. Our planned continual expansion will eventually give us the opportunity to provide genre specific broadcasts in addition to our primary broadcast, giving us the opportunity to air even more material.

Because we receive such a substantial volume of demos you may not be notified immediately of receipt of your material. We do however endeavor to contact all bands/acts/artists as soon as possible after receipt of their material.

We do sometimes have a backlog of material we want to broadcast so it may take a while before we can feature yours if we choose it. However, if you have not heard from us after a few weeks then we are probably not using your music. If this is the case, please don't give up - keep your new material coming in!

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How do we select which demos go online?

As demos come in they are reviewed not only for musical originality and quality of performance, they are also reviewed for recording quality therefore all CD's should be of digital broadcast quality.

We also encourage artists to make an extra effort with regards to CD artwork and packaging. This will in no way affect whether your material will be playlisted - It only serves to be more eye catching for those industry professionals who access our website.

Tips for sending music to Pulse Now

We receive a large amount of music every week. Follow these simple tips and you'll have a better chance of being broadcast by Pulse Now.

- You must be an Unsigned Artist (defined below).
- Ensure your material is of broadcast quality.
- Don't rush to send us your music before it's ready.
- You must send at least two tracks.
- Write your music's genre on the front of the envelope.
- Ensure your CD-Rs play on normal stereos.
- Put your name and contact details on everything.
- Don't forget to put the track listing on both the CD and sleeve.
- Point out what you believe are the best tracks. If you only have one really good track don't let this discourage you from sending it to Pulse Now. If it is up to our standards we'll broadcast it.
- CDs are generally tough. They'll make it through the post in a single padded envelope. You don't need to encase them in layers of padding and

bubble wrap.

- Do not send material by registered or secure post. We may not be here when the mail arrives.
- Submit informative artist biographies with real and quality information.
- Send us some artwork or a photo if your CD/white label doesn't have cover art. Include any relevant jpegs of logos, promo photos etc. This will ensure your profile page looks it's best. (Send via CD, we cannot receive emails with large attachments).
- Do not send us MP3's! We will convert your music to our standard.
- We accept music from all over the world. Don't be discouraged if you live outside of North America. We endeavor to provide the best coverage of unsigned music in the world.

YOU (AND EVERYONE ELSE IN YOUR BAND, IF YOU ARE A BAND) MUST BE 18 YEARS OF AGE OR OLDER AT THE TIME OF EACH OF YOUR SUBMISSIONS. IF YOU OR ANYONE IN YOUR BAND IS UNDER 18 YEARS OF AGE, YOU MUST LIST ALL ARTISTS/BAND MEMBERS TRUE AGES IN THE UNSIGNED MUSIC SUBMISSION FORM WHERE INDICATED AND THE PARENT OR LEGAL GUARDIAN OF EACH PERSON UNDER 18 MUST SIGN THE SUBMISSION CONTRACT FOR THAT PERSON. EACH PERSON THAT SIGNS THIS AGREEMENT WARRANTS AND REPRESENTS TO US THAT THEY ARE 18 YEARS OF AGE OR OLDER WHEN MAKING EACH SUBMISSION TO US.

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Important details

What is an Unsigned Artist?

We define an Unsigned Artist as an artist that is not signed to a major label (e.g: Universal, BMG/Sony, EMI, Warner Music Group or a subsidiary of one of these) or to an independent record label with five or more artists on its roster. However, Pulse Now reserves the right to change this definition without notice at our discretion.

If you are signed to an independent label with five or less artists on it's roster, have a publishing contract or are signed to a management company or manager then you must enter their details on this submission form and warrant that you have obtained their agreement to our terms and conditions.

The Submission Contract

We also need you to sign the Submission Contract, which among other things, gives us the non-exclusive right to broadcast and/or transmit your music. This Submission Contract gives Pulse Now, and all other members of the Pulse Global Ltd Radio Network worldwide, the unlimited right to use your music and/or any other materials you provide to us, in whole or in part, on each and all of their and our websites (individually and collectively, "Website(s)" for short) broadcasts, transmissions and/or on any and all broadcast and/or transmission media of any kind or nature now or later contemplated and/or in/on any promotional material (e.g. magazine cover discs, samplers or on discs created for submission to members of the music industry) without any payment of any monies of any kind or nature to anyone for any reason, including, but not limited to, synchronization fees, mechanical royalties, MCPS, PRS fees or any equivalents.

This does not take away your copyright or stop you using your music in any other way but if you have any questions or concerns about anything in the Agreement you should seek professional legal advice, before you sign the Agreement.

Downloads

You are given the option in the "Your Music" section of the Submission Form to allow us to sell your music as MP3 downloads via the Websites. If you agree to this you will be paid the

royalty as mentioned in that section.

Music Content

We cannot accept, broadcast or transmit tracks that contain swearing, indecent lyrics, plagiarized material or anything else we feel is inappropriate so please send us a 'radio edit' if necessary. If you don't do this we may not be able to use your music or we will make our own edits.

For copyright reasons all tracks must be your original compositions and must not contain any samples or other material that may infringe on the copyrights, trademarks, an/or any other rights of any kind or nature of any third party. Additionally, all of the other materials you submit to us either with or separately from your music, must also not contain any materials that may infringe on the copyrights, trademarks, an/or any other rights of any kind or nature of any third party. By submitting music or any other materials of any kind or nature to us, you are warranting and representing to us and agreeing that everything you submit to us is 100% wholly owned and/or controlled by you and will not be subject to any claims of any kind or nature by any third parties in any manner to the contrary.

We will not accept, broadcast or transmit what we believe are any cover versions of songs as these may infringe upon the rights of music publishers and/or other third parties.

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How long is music kept online?

We will keep selected tracks online indefinitely, but reserve the sole right to rotate playlists and/or delete music at any time for any reason, including but not limited to, permit inclusion of new tracks and artists on the Websites.

Artists who sign to a major label (or subsidiary) or an independent record label with five or more artists on their roster, will be removed from the playlists and all material deleted from the website within 30 days of receiving notification of such signing from either the Artist or the Record Label. If you wish us to remove your music, details and/or any of the other materials you provided to us from one or more of the Website(s) for any reason you must notify us in writing and we will remove what is in your written request within 30 days after our receipt of your written request.

Some Small Print

Submission of demos/white labels or any other material to Pulse Now does in no way guarantee that they will be used online, through our other broadcast or transmission mediums or any other means a media now or later contemplated or by any other member of the Pulse Global Ltd Radio Network. The decision of Pulse Now is final and binding

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Unsigned Music Submission Form

Band/Artist/Group's Name: _____

Musical Genre: Rock / Metal / Pop / R&B / Hip Hop / Folk / Country / Electronica / Other

(Delete as appropriate. Pulse Now reserve the right to reclassify genres based on the opinions of our industry professionals.)

Main Contact Details:

Name: _____

Address: _____

City/Town: _____

County/State: _____

Unsigned Music Submission Form

Your music

1. Track Selection: You must send at least two tracks. Please highlight the two you think are best. This does not guarantee these will be the tracks selected should your material be playlisted, however it does give us an idea of your preference.

Track number: _____

Title: _____

Track number: _____

Title: _____

You must also provide us with full, complete and proper copyright notice for each track you submit, including, but not limited to, this copyright information for both the recordings and the musical compositions on the recordings on the lines below:

2. MP3 Downloads: Initial here if you do not wish us to sell your music as non-copy-protected MP3 downloads.

(Note: The download section of the Websites will launch in April 2005.)

If you agree to allow us to sell your music as MP3 non-copy-protected downloads it will be on a

non-exclusive worldwide basis and we will pay you for any such sales the following monies::

a) Royalty – We will pay you 30% of the net receipts for each download sold.

(Net receipts are defined as the sales price we actually receive from a download, less local sales tax or VAT and credit card charges if any)

b) Accounting – You will be sent a statement showing the total number of downloads sold and the total amount of net receipts due to you at the address or email then on your Submission Form within 60 days from the 30th of June and the 31st of December of each year accompanied by a cheque for the amount due but no payment will be made to you of your 30% of net receipts until and unless this amount exceeds \$ 50.00 (fifty US dollars).

c) Third Party Royalties – We will not be responsible for any payments of any kind or nature now or later contemplated to any third parties or for the division of monies paid by us to you amongst band members, writers or any other copyright holder. As the receiver of these royalties this will be your sole responsibility, as are any and all other monies of any kind or nature now or later contemplated that may be due to third parties as result of our exploitation of your music per this Agreement, in whole and in part.

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d) Cancellation: You have the right to remove your music from sale at any time

subject to 30 days prior written notice and in this event all net receipts monies then due to you will be paid to you at the next accounting date.

3. **Industry Submissions:** Initial here if you do not wish your material to be submitted to members of the music industry we believe may be interested in you and your music _____.

4. **Promotional Discs:** When people listen to tracks on the Websites they are afforded the opportunity to vote for their favorite acts. Periodically we create a disc featuring the top ten tracks each month that we try to get featured on the cover of selected music magazines or be distributed free of charge through one or more retailers.

Initial here if you do not wish to be included on these promotional discs. Please bear in mind that these discs may expose your music to over 250,000 readers and members of the music industry _____.

Checklist

1. **Artwork:** If your CD/White label does not have artwork you must supply something visual

for us to use. This can be a photo or logo that you solely own or control (preferably in electronic form on a CD). Have you done this? _____

2. **Contact Details:** Write your name and contact phone/email on the CD or white label, its cover and any accompanying material you send. Have you done this? _____

Important Notes

1. **Submissions:** Submission of demos/white labels to Pulse Now or to any member of the

Pulse Global Ltd Radio Network in no way guarantees that they will be used online or through our other broadcast or transmission media. We select based on our sole opinion of merit. Our decision is final and binding.

2. **Pulse Global Ltd Radio Network:** The Pulse Global Ltd Radio Network consists of it's International franchisee's including Pulse Now. Any rights granted to Pulse Now in this Agreement shall be deemed to also be granted to all members of the Pulse Global Ltd. Radio Network.

3. **Confidentiality:** Please refer to our Privacy Policy by clicking on the "Terms of Use" button at the bottom of our Homepage.

4. **Our Address:** Send this form and the contract with your CD/white label, with your music genre clearly marked on the envelope to:

Pulse Now
6133 Bristol Parkway
Suite #175,
Culver City, CA. 90230

USA

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Submission Contract

All rights granted by you to us in this Agreement shall apply equally to all members of the Pulse Global Ltd. Radio Network.

1. You hereby warrant and represent that you have the full and unencumbered right and authority to enter into this Agreement fully perform its terms and have obtained any and all

necessary third party rights and permissions necessary to allow this.

2. You hereby grant us a non-exclusive license to use any and all of the materials you submit

to us including without limitation any audio tracks, trademarks, text, graphics, pictures and other

images (in whole and in part, "the Material" for short) for dissemination via any and all forms and

formats of media now or later contemplated including, but not limited to, the Internet, satellites,

and on any promotional material including but not limited to magazine cover discs, samplers or

on discs created for submission to members of the music industry throughout the universe in

perpetuity, without the payment of any fees of any kind or nature now or later contemplated

including, but not limited to, royalties, MCPS, PRS fees or any equivalents throughout the

universe for the full period of the copyright including, but not limited to, any and all renewals or

extensions thereof.

3. We shall not be obliged to make use of any Material and shall not be liable for any loss of

publicity, reputation or otherwise howsoever caused.

4. You hereby accept that no submitted Material will be returned to you and shall become our

property.

5. You hereby warrant and represent that the submitted Material including, but not limited to,

all recordings and musical compositions submitted, is your original work and that it does not

infringe upon the copyright, trademark or any other rights whatsoever of any third party.

6. You warrant and represent that you are the sole author(s) of the Material and that the individual submitting the material has obtained and all necessary consents and

permissions

from any and all persons or entities contributing to the Material in any manner now or later

contemplated to allow us to make any and all uses of the Material contemplated in this Agreement and, additionally, that you are authorized by each and every such person or

entity to

submit the Material to us.

7. You grant us the unfettered right to edit or change the Material in any way that we may in

our sole discretion consider necessary for the purposes and uses provided for in this Agreement.

8. You grant us the non-exclusive unfettered right to seek and issue publicity, promotion and advertising as we deem appropriate in our sole discretion on behalf of you and/or us as well as to use the Materials for our general purposes of trade.

9. Submissions of all Materials is made at your sole expense and we shall not be liable in any manner to pay for or reimburse you for any expenses incurred in making a submission of Material.

10. If you have agreed to us making your music available for sale as MP3 downloads per section 2 of the "Your Music" section of the Unsigned Music Submission Form that forms a part of this agreement, we undertake to pay you the royalties agreed to in that section, subject to the provisions of that section and the other provisions of this agreement.

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11. You will at all times fully and effectively defend, indemnify, and hold us and all other applicable parties harmless from and against any and all claims, damages, liabilities, costs and

expenses suffered or incurred by us or on our behalf, arising out of any actual, alleged, or

anticipated breach of any of your warranties, representations, or agreements made in this

agreement, all as more fully provided for you in paragraph 5 of the TOU.

12. You also warrant and represent that the material does not contain any defamatory, obscene,

indecent, profane, or plagiarized materials of any kind or nature.

13. In the event that Artist(s) is signed to a record label, distribution, publishing and/or administration agreement, you agree to allow us to promote and publicize same in any and all

forms and formats of medium now or later contemplated including, but not limited to, via interviews, press releases and/or live performances. You agree to whenever possible, publicize

and promote us.

Signed _____

Date _____

Print

name _____

_____ For & on behalf of (Insert name of

Artist(s): _____

If you or any band member under the age of 18, then this Agreement must also be signed by a

parent or guardian for each below:

Signed _____ as legal guardian for

_____ Date _____

Signed _____ as legal guardian for

Date _____

Signed _____ as legal guardian for

Date _____

Signed _____ as legal guardian for

Date _____