

SAMPLE PRE-LITIGATION SETTLEMENT AGREEMENT

This law firm represents the following recording companies and their respective United States record company and record label affiliates and subsidiaries involved in the marketing and distribution of sound recordings for which they have authority to settle:

- EMI Music North America
- BMG Music
- Sony Music Entertainment Inc.
- Warner Music Group Inc.
- UMG Recordings, Inc.
- Univision Music Group.

These companies (the “Record Companies”) own or control many of the copyrighted sound recordings listed in Attachment A to this letter (the “Recordings”).

This confirms an agreement (the “Agreement”) between you and the Record Companies. You acknowledge that you have distributed (*i.e.*, by uploading) and/or reproduced (*i.e.*, by downloading) the Recordings via the Internet and/or an online media distribution system without the authorization of their copyright owners. You further acknowledge that such conduct by you is illegal and wrongful. Therefore, you and the Record Companies agree as follows:

1. You shall pay to the Record Companies the total, lump sum of _____ Dollars (US \$_____) by cashier’s check. Such payment shall be made payable to [LAW FIRM] within five (5) calendar days of your receipt of the fully executed Agreement. Your payment must be received by [LAW FIRM] in order for this Agreement to take effect. For your record keeping purposes, you may want to consider sending your payment by Federal Express, certified mail, or some other traceable delivery service.

2. You agree to cease infringing each of the Recordings and any other sound recording protected under federal or state law that is owned or controlled by any of the Record Companies, whether now in existence or later created. This agreement not to infringe shall include, but not be limited to, using the Internet or any online media distribution system to upload or download the Record Companies’ sound recordings or otherwise to distribute or make available for distribution to others any such recordings, except pursuant to a lawful license or with the express authority of the Record Companies. You further agree to destroy all copies in your possession of the Recordings and any other of the Record Companies’ sound recordings that you have downloaded onto any computer hard drive or server without the Record Companies’ authorization and also to destroy all copies of such downloaded recordings that you have made onto any physical medium (*e.g.*, CD-R) or device in your possession, custody or control.

3. So long as you continue to comply with the obligations under this Agreement, the Record Companies will not assert copyright claims for infringement against you based on your infringement of the Recordings. However, if you breach your obligations under this Agreement at any time, the Record Companies shall have the right to assert copyright claims for infringement against you based on your infringement of any sound recording in which any of them owns or controls the copyright, including, but not limited to, the Recordings.

4. You acknowledge that we have advised you that you may consult with counsel of your choosing prior to entering into this Agreement and that you have entered into this Agreement of your own free will, without any promise or inducement not stated in this Agreement. You further acknowledge that nothing contained in this Agreement constitutes a denial of wrongdoing by you. The Record Companies each reserve all rights not expressly waived herein.

5. You agree not to make any public statement that is inconsistent with any term of this Agreement.

6. Your payment and signature, together with the signature of the attorney below who is authorized by the Record Companies to execute this Agreement on their behalf, creates an enforceable contract, binding on you personally. This Agreement is not transferable or assignable.

DEFENDANT

LAW FIRM