

takeover agreement

Tonprojektion, Claudius Glöckner, Belziger Str. 68, 10823 Berlin, Germany
(as label / licensee)

(licenser)

1. contractual item

1.1 object of this contract is the exclusive adoption of sound recordings of the performances with the artist group

_____ (as artist / band)

for the purpose of their exploitation. CONTENTS as download sites in the WWW and as ringtones as well as bundles of the selfsame, ie PIC TONES, videos, logos and games; besides the pure downloads as so-called streams.

Licensor transmits this exclusive rights necessary to the label.

2. Licensing

When signing a contract to label claims the right to license the production of the artist through the distribution marketing by AWAL, Kobalt Music Ltd.

3. exploitation rights

3.1 Licensor (artist) transfers Licensee (label) to the contract recording

3.2 related rights of artists, and all other persons participating in the contract recordings

3.3 all intellectual property rights and other powers as are necessary for the exercise of the contractual acts of exploitation, including the right to their own image (pictures) of artists.

3.4 to advertise the signed recordings in any manner of media

3.5 Company accepts the transfer of rights in *Section 3.1. to 3.4.* hereby

5. exclusivity

- 5.1 Label receives with the contract for a period of one year after signing exclusive rights to the evaluation transmitted over recordings. Exclusivity without any timeframe then enters into force, callable before by contradiction or advance a new contract may be closed, which then excludes exclusivity of this treaty.
- 5.2 In this case of heavy sells and a well contractual relationship, label will do artist / band management in a way decided and concluded by another contract done by the company. This promotional campaign requires bilateral signature.

6. advertising

Label and the distributor in terms of *section 2* are entitled to claim for the recovery of contract person recordings of the artist and the artist's name in advertising word and image. Licensor will support label thereby.

7. Marketing rights

On the manner and scope of exploitation of the contract recording or image recordings, the label decides in consultation with the licensor. This includes in particular the timing, location, nature, shape and duration of the release.

Without express written consent is prohibited from Label to edit the recordings agreement to amend or supplement, especially to create remixes or remixes or evaluate translations to make the playbacks or separately.

The label is required to determine and set the visual presentation, the cover in agreement with the licensor. The cost of mastering and the artwork carries the label.

Label will inform licensor after completion of the music master and the cover before publication familiar with and obtain their consent.

If licensor will do that on their own, they will contact the label with the material.

8. royalty payments

8.1 As for the contract recordings and their recovery and for the transferred rights, title and powers licensor receives a share of sales in accordance with the following provisions:

8.2 a 50% (fifty percent) per unit, per download, less the costs of technical expenses / marketing by company under *clause 2* and VAT. (net revenues)

8.3 a 30% (thirty percent) per sum of streams, views from services given by Spotify, Rapsody, Deezer, and Youtube (another more included)

9. Billing and Payment

Statements are to be sent to the address of the licensor, as it is stated in the contract header, unless a change of address label has been notified in writing.

Artists payments to be made to the following account:

account owner : _____

account : _____

sort code : _____

bank : _____

Label will inform licensor for the month of the corresponding quarter of the year by billing the actual revenue.

10. Contract period

The DURATION starts with signing by both parties and is initially one year. It is automatically renewed for an indefinite period, if it is not terminated at the expiration of the contract period of one year by one of the parties. Termination to the expiration of the fixed term of the contract or during the prolonged, indefinite term must be in writing and each requires a notice period of one month to the end of the month.

11. EVALUATION AREA

EVALUATION AREA is due to the global ability to access the Internet and mobile networks the world.

12. FINAL PROVISIONS

Where, under this agreement, the release, consent or agreement of licensor (whether in writing or not) is required, this shall be deemed granted if licensor does not within five (5) business days after receipt of any written request explicitly (in writing or refused by email).

This contract reflects all agreements between the parties, oral agreements do not exist. The contract shall be in writing, this also applies to any waiver of the written form requirement. Insofar as any provision of this agreement is invalid or void, this shall not affect the validity of the remaining contract. Invalid or ineffective provisions shall be replaced by valid clauses that correspond to the original economic intent.

German law applies to the exclusion of the CISG. Jurisdiction, unless the agreement between the parties is permitted, Berlin.

The Label:

Berlin, _____

The artist:

_____, / _____



TONPROJEKTION