

MASTER-RECORDING-AGREEMENT

Performer = Producer

Concluded on the day indicated below between

Name:

Address:

Telephone number:

Email address:

Bank account:

Or

Band..... Made up of the following performers:

- | | |
|----------|-----------|
| 1) | 6) |
| 2) | 7) |
| 3) | 8) |
| 4) | 9) |
| 5) | 10) |

The band is represented by its contact person:

Name:

Address:

Telephone number:

Email address:

Bank account:

referred to predominantly in short as the “performer”, and

Name:

Address:

Telephone number:

Email address:

referred to in short as the “label”, as follows:

1. Rights Clearance

With the master-recording-agreement at hand (henceforth, in short: agreement), the performer transfers rights to audio recordings, materials and documents, such as photographs, images and texts to the label for comprehensive utilisation. All content supplied by the performer will henceforth be referred to as “content”.

Prior to concluding the agreement at hand and the connected further transfer of rights to content, it is essential for the performer himself to secure all rights to the content. The performer is recommended to secure the rights of other contributors to the production through a release of artistic rights.

In the following agreement, the performer guarantees to the label that he has undertaken the rights clearance and to dispose of the rights to the content in the scope of the granting of rights (“contractual rights”). The performer indemnifies the label in the event of a third party infringement.

2. Subject of the Agreement

2.1

The performer has produced audio recordings under the album title The audio recordings comprise the following individual titles:

.....
.....
.....

The transfer of rights essentially includes no copyrights to the recorded works. In the case original compositions being recorded, the performer guarantees to be member of the AKM/AUME or other comparable musical collecting societies and to remain so during the exploitation period. In the event of termination of membership, the performer transfers to the label the copyrights in the scope of the last valid collection agreement of AKM/AUME. The label accepts this assignment.

In the case of original compositions, the comprehensive transfer of rights concerns the following copyrights, which are transferred non-exclusively by the performer to the label:

- The right to first publication;
- The right to combine the audio recording with a music video of the performer and to utilise the music video;
- The right to utilise the audio recording – individual or all contractual recordings – or the performer as part of advertising for the label (self-marketing). Note that the synchronisation rights remain otherwise unaffected and an additional separate agreement – for example, for a film or third-party advertising – is to be made with the author.

3.5

The master CD to be transferred remains the property of the performer.

3.6

The performer transfers the non-exclusive usage rights of the band name, trademark rights, photographs, graphics and other content which he provides for the purpose of fulfilling the agreement.

3.7

The label is entitled to transfer all or part of the contractual rights. The label is also entitled to grant sublicenses. Transfer and licensing is to serve the interests of the performer. In any event, the label remains secondarily obliged to fulfil the agreement.

3.8

The performer remains entitled to have his own website and to make all titles available to the public as (streamed) samples. The same applies for a music video produced in the scope of this agreement.

3.9

Vinyl reservation: If the performer notifies the label that he wants to exploit recordings on vinyl, and the label does not state to have done so within one month of notification, the performer is entitled to exploit the contractual recording on vinyl at his own cost.

4. Exclusivity

4.1 (Optional)

The performer commits to be available exclusively to the label for the duration of the agreement for the production of audio and music video recordings (personal exclusivity).

4.2

The performer commits not to rerecord and utilise the works which form the basis of the contractual recordings – in any form whatsoever – for a period of ... (e.g. 5) years from publication (title exclusivity).

4.3

To ensure exclusivity, the performer agrees to grant the label the rights to those recordings that result from violation of the exclusivity requirement as of now. The label accepts the transfer of rights.

4.4

Recordings by the performer for radio and television station broadcasts, as a studio musician or ensemble member of minor significance, as well as recordings involved as an actor, producer or remixer are not part of the exclusivity.

5. Advertising

5.1

The performer will make content (photos, CVs, etc.) available to the label free of charge.

5.2

The performer commits to be (free of charge) available for the usual timescale required for the production of a music video at the expense of the label.

5.3

In the first year after the appearance of the relevant title, the performer will be available for promotional appearances, provided at least the cost of return travel, accommodation and meals are covered.

6. Utilisation

The label is obliged to exploit the contractual recordings in line with market practice (duty to exploit). The first audio medium will be released within a period of XX months after delivery of the master CD and will be distributed as follows: (description of distribution). The decision on the manner and scope of the exploitation is made by the label alone. The approval of the performer is to be sought for the choice of titles, the title sequence and the artwork. Copyright levies are paid by the label.

Optional: The label will, in any event, produce a quantity of XX CDs.

7. Shares

Alternative 1: 7.1 Audio Medium – Fixed Share

For each audio medium unit, the performer receives a fixed amount of € XX (long-play album), or € XX (single).

100% of the sold, paid and not returned audio media are to be included. A returns allowance to the amount of ... % (5 to 20%) is excluded. If an audio medium is not exclusively made up of contractual recordings, the share is calculated proportionate to the titles.

Alternative 2: 7.1 Audio medium – Share of Turnover

For each audio medium unit, the performer receives the following share:

XX % of the dealer selling price for each audio album unit

XX % of the dealer selling price for each audio single unit

The dealer selling price is the price set by the label on the basis of the respective valid price list for the sale of the audio medium to retailers less sales and turnover tax. The dealer selling price is initially: € XX. An initial deviation from this price by the label needs the performer's approval.

100% of the sold, paid and not returned audio media are to be accounted for. A returns allowance to the amount of ... % (5 to 20%) is excluded. If an audio medium is not exclusively made up of contractual recordings, the share is calculated proportionate to the titles.

7.2 Online

The performer is entitled to a share of XX% of net revenues (revenue less turnover tax) from intangible sales of audio media.

7.3 Licensing

In addition, the performer receives:

50 % of the net revenue from the granting of a sublicense

50 % of the net revenue from the marketing of music videos

50 % of the net revenue from advertising or film revenue

Alternative 3: 7.1 to 7.3 All Revenues – Cooperation

The performer's initial production cost investment is determined by mutual agreement to the amount of € XX, and the label's initial investment to the amount of € XX. The revenues will primarily be credited against the difference between the two named amounts and the contractual party with higher initial costs is entitled to them in full. Following, all revenue will be shared on a 50:50 basis. The parties have to agree on further investments which are subject to this rule.

7.4

The label will balance its accounts with the performer within one month of the end of each calendar half year. The payment of the share is to take place within 14 days of the proper rendering of accounts by the performer, plus any applicable turnover tax. If several persons are involved as

performers, debt is discharged against every individual by transfer of the share to the account stated. A payment total of under € 2 can remain unpaid and will be rolled onto the payment total of the following year. In any case, a payment must be made in the following year.

7.5

The performer has the right to review or have reviewed by a private party obliged to confidentiality (lawyer or chartered accountant) the label's documents which form the basis of the settlements. If the review results in just one individual settlement of more than 3%, and at least € 100.00, to the disadvantage of the performer, the label bears the costs of the review. Otherwise the costs are borne by the performer.

8. Advance Payment (Optional)

The label will provide a non-refundable advance payment of € XX, offset, however, with the shares to the respective audio recording.

9. Free and Concert Copies / Dumping

9.1

The performer receives XX free copies upon request.

9.2

The performer is entitled to purchase audio media from the label at production costs for the purpose of his own sales at concerts. The production costs are expected to amount to € XX per audio medium. Should the label prove that even just one concert copy was not sold at a concert venue, the performer is obliged to pay a contractual penalty of € 1,000.00. The label remains at liberty to claim more extensive damages.

9.3

The label is to inform the performer of a reduction in the dealer selling price of more than 50% and to give him the option of purchasing the stock. The right also exists for any further price reduction below 50%.

10. Duration of Agreement

10.1

The agreement enters into force upon signing and is entered into for a period of XX (12 to 36) months (fixed contract period).

10.2 (Optional)

The performer grants the label the one off option to extend for a further year, calculated from the delivery of the new contractual recording in the scope of a long-play album. The option may be exercised in writing until 3 months prior to the end of the agreement. For the options-album, an advance of € XX is to be paid and the provisions of this agreement apply accordingly.

10.3

Note that for the duration of the exploitation period given in point 3.1, the label is entitled – also after the conclusion of the agreement period – to utilise the contractual recordings according to the conditions of this agreement.

10.4

If a tangible form (especially CD) is not available on the market in individual countries within a period of 12 months of first publication, despite an additional period of 6 months being granted, rights for the tangible utilisation in the country concerned return to the performer.

10.5

Both contracting parties retain the right to extraordinary termination due to an important reason; in this case, rights fall back to the performer. As an important reason, it is agreed in particular that

- despite an additional period of at least 2 months being granted in writing, the first tangible audio medium did not appear in the period of point 6;
- the audio recordings are deleted from the label's catalogue.

10.6

In the event of an end to contractual relations, the performer will enter the label's legal agreements with third parties.

11. Taxes

The performer is responsible for his own tax and insurance law issues. He has to pay the taxes and social security contributions payable from contractual revenue. In the event of a direct payment of taxes by the label or its licensee due to legal requirements, the label is authorised to settlement corresponding to the performer's involvement. The performer receives any additional turnover tax.

12. Assertion of Rights

The performer will support the label in judicial or non-judicial enforcement of acquired rights by word and deed, in particular, make the necessary original documents available and, if necessary, perform – or bring about the performance of – the assignment of emerging necessary rights to the label. The label is entitled – but not obliged – to pursue violations by third parties against the contractual rights in its own name and at its own expense.

13. Band Clause

13.1

If the performer is made up of a number of persons, all group members authorise the above mentioned contact person for representations with the label for the duration of contractual relations. The contact person is, in particular, entitled to accept contractual declarations and payments.

13.2

The obligations from this agreement affect the band as well as each band member. A departure from the band or a change in the make up for the duration of the agreement should be discussed with the label. The rights to the band name remain in these cases, in any event, with the remaining members.

14. Miscellaneous

14.1

The exclusive jurisdiction of the competent court responsible for (place) is agreed upon for all disputes arising in connection with the present agreement, including contractual effects before conclusion and after termination. The place of performance is (place)

14.2

Substantive Austrian law applies, excluding the UN Sales Convention.

14.3

If any provision of this agreement, in whole or in part, should be or become invalid, or should there be a loophole in this agreement, the validity of the remaining provisions shall not be affected.

14.4

The present agreement conclusively governs the contractual relationship of the parties. With the signing of this agreement by the performer, collateral verbal agreements lose their effectiveness.

14.5

Changes and additions to the agreement must be in writing. This applies also to any departure from the written form requirement. Statements by email or fax comply with the written form.

14.6

To the extent that only the masculine form is given for references to natural persons, such references relate to men and women equally. In applying the form to particular natural persons, the respective gender specific form is to be used.