

**LICENSE AGREEMENT - ADVERTISING**

Concluded on the day indicated below between

Name: .....

Address: .....

Telephone number: .....

Email address: .....

Bank account: .....

Or

Band..... made up of the following co-authors:

- |          |           |
|----------|-----------|
| 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 hereafter predominantly in short as the “author”, and

Name: .....

Address: .....

Telephone number: .....

Email address: .....

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

### **1. Subject of the AGREEMENT**

#### 1.1

The following works of music (composition with/without text) of the author the subject of the agreement (hereafter, in short: contractual work): .....

#### 1.2

The author grants the licensee the license to utilise the contractual work for advertising purposes for the advertising campaign .....

#### 1.3

The author guarantees that his work does not infringe third party rights and that he has not used the rights which form the subject of this agreement for any other purpose.

#### 1.4

The author also guarantees that nobody other than the named co-authors was involved in the creation of the contractual work and that the contractual work is not an arrangement of a previous work.

#### 1.5

Note that only the rights to the work (the composition) are granted with this agreement, not the rights to the recording. These rights are to be secured by the licensee through a special agreement with the label and/or performer.

### **2. Granting of Rights**

## 2.1

The author transfers the non-exclusive, transferable right for the use of the work in the advertising campaign ..... in Austria (optional: Germany/Austria/Switzerland; EU; worldwide), restricted to XX months after conclusion of the agreement.

## 2.2

Accordingly, the licensor is entitled to the right of combining the work with an advertisement (particularly TV, radio, cinema, online) to a maximum length of 1 minute, to shorten it for this purpose, to transmit the advertisement (online, terrestrial, satellite or cable, analog or digital, radio and televisions streams), to duplicate via download and in the production of copies of the advertisement, to show publicly (cinema, point of sale) and to make available to the public.

The author points out that he is a member of the collection societies AKM/AUME. Therefore, he can only transfer the rights to the extent that the fiduciary interests are not exercised by collecting societies. The licensee bears any copyright levies.

## 2.3

The contractual parties are aware that, particularly due to online utilisation, the advertisement will be retrievable worldwide. The author consents to this overstepping of the license area, provided the advertisement is predominantly directed at a German speaking audience in Austria.

### **3. Mention to Name and Title**

The licensee is – non-exclusively – entitled to use the name, stage name, brand, brand name, images and bibliographical material of the author (optional). The author is aware that, in the use of certain forms of advertising, for example, in radio advertising, the name of the author is often not mentioned and the licensee cannot exert any influence. The author will waive the right to having the name mentioned, in regards to the licensee and also third parties whose rights derive from the licensee.

The authors recognise the special importance of advertising and commit – following consultation – to contribute to the promotion of the recording and also the products and services of the campaign in an appropriate manner and according to market conditions (optional).

The author is prohibited from commenting on the licensee, his clients or products, services or advertising campaign in a way perceived as disparaging by the public.

Note that this agreement is not a testimonial agreement. Cooperation with the licensee or his clients in the scope of advertising which goes beyond this agreement requires separate agreements.

### **4. Exclusivity (Optional)**

The authors guarantee not to relate – themselves personally or their music – with advertising for a manufacturer from the ..... branch in Austria for 6 months after conclusion of the agreement.

### **5. Remuneration**

## 5.1

As consideration for the rights transferred by this agreement, the licensee pays a flat net fee of

€ xxxxxxxx.

All of the author's services are compensated with the flat fee. The contractual parties expressly hold that the utilisation of the recordings by the licensee should promote the author's notoriety and the related efforts of the licensee should benefit the author. Furthermore, the utilisation can lead to additional revenue for the author via the distributions of the copyright collecting societies.

## 5.2

In the event of turnover tax liability (tax ID number), against presentation of an invoice, the author will receive the turnover tax in addition.

The amount is due upon signing of the agreement. The payment is to be made to account no. ...., BSB ....., made out to ....., discharging the debt in relation to all authors.

## **6. Duration of Agreement / Option**

The agreement is concluded for a period of XX months. The right to extraordinary termination remains unaffected. In the event of such termination for an important reason, the author will enter into the legal relationships concluded by the licensee. Note that the licensee is no longer entitled to keep the advertising retrievable online – not even in an archive – following the end of the contractual period.

The author grants the licensee the one off option to extend for a further six months, by repayment of the remuneration agreed under point 5. In this case, the provisions of this agreement apply accordingly.

## **7. Data Protection**

The author agrees that data he has provided, namely, his name, address, phone number, email address, account number, photographs, information about the artist and the work, will be stored by the licensee and used and processed for the purposes of fulfilling the agreement. Furthermore, the data may be passed on by the licensee to his customers XY. Approval by the artist can be revoked at any time in writing to the agency.

## **8. Taxes**

The author is responsible for his own the tax and insurance law issues. He has to pay the taxes and social security contributions payable from contractual revenue himself.

## **9. Miscellaneous**

### 9.1

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 at the registered office of the licensee.

### 9.2

Substantive Austrian law applies, excluding the UN Sales Convention.

### 9.3

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.

### 9.4

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

### 9.5

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.

### 9.6

To the extent 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.