

LICENSE AGREEMENT - FILM

Concluded on the day indicated below between

Name/Firm:

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/Firm:

Address:

Telephone number:

Email address:

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

1. Subject of the AGREEMENT

1.1

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

1.2

The author grants the licensee the license to utilise the contractual work for the film

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 contract 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, worldwide and transferable rights for the comprehensive utilisation of the contractual work to the licensee for the duration of the copyright protection period in connection with the film and a soundtrack released to this film.

2.2

Accordingly, the licensee is in particular entitled to the right to connect the contractual work with the film, to shorten it for this purpose, to screen the film publicly, transmit (online, terrestrial, satellite or cable, analogue or digital, radio or television streams) and to reproduce, distribute, rent and lease, to reproduce by way of download 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.

3. Credits

The name of the author and the title of the work will be named as follows in the film:

Author:

Title:

4. Remuneration

4.1

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.

4.2

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.

5. Exclusivity (Optional)

The author guarantees, 18 months from concluding the agreement – with the exception of the production of a music video – not to grant any synchronisation rights to a third party for film production, nor to exercise this right himself.

6. Duration of Agreement

The contractual relationship is concluded for the duration of the copyright protection period. 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 licensor.

7. 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.

8. Miscellaneous

8.1

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.

8.2

Substantive Austrian law applies, excluding the UN Sales Convention.

8.3

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.

8.4

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

8.5

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.

8.6

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.