

PRODUCER AGREEMENT

Concluded on the day indicated below between

Name/Firm:

Address:

Telephone number:

Email address:

Bank account:

referred to in short as the “label”, and

Name/Firm:

Address:

Telephone number:

Email address:

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

1. Subject of the Agreement

The label commissions the producer to produce audio recordings under the album title
..... by the artist

Artist/Band:

Comprising:

.....

.....

.....

.....

in faultless and publishable quality. The album shall include the following individual titles:

2. Production

2.1

The contractual parties have agreed to a production budget that is attached to the agreement as Appendix A.

2.2

The contractual recordings will be produced in the producer's studio and under his management. The label has entered into an artist's agreement with the aforementioned artist. Further agreements, for example with studio musicians, on the rental of equipment or with staff are to be entered into by the producer in his own name and at his own expense.

2.3

The producer is obliged to secure all the rights necessary for the utilisation of audio recordings of contributors. The label recommends the use of releases of artistic rights.

2.4

The production of the contractual recordings, including direction, is to take place under the personal management and supervision until the delivery of the technically and artistically faultless master tapes. The latest delivery date is

2.5

The label bears the costs of production, to the extent that they are taken into account in the production budget in the respective type of costs. On the instructions of the producer, the label remits positions that are provided for in the budget direct to the third contractual partner. The label is not required to pay further costs.

2.6

If the producer uses samples in the production, he is to secure the relevant rights at his own cost.

2.7

The producer commits, without special remuneration, to repeat the mixing and mastering of the recordings of the titles to be produced until a faultless and publishable quality is produced.

2.8

The label is the producer of the audio media in terms of copyright law; therefore it gains the ancillary copyrights in the production.

3. Granting of Rights

3.1

The producer transfers the exclusive, worldwide and transferable rights for the comprehensive utilisation of the contractual recordings to the label for the duration of the copyright protection period. The label accepts the transfer of rights.

3.2

The comprehensive transfer of rights includes, in particular:

- the neighbouring rights and other rights of all participating artists;
- the neighbouring rights of the producer, to the extent that, contrary to the express provision in point 2.8, they are generated for the producer;
- the neighbouring rights of the producer, to the extent that they are generated for him as a participating artist;
- any existing copyrights, to the extent that the producer intervened creatively and to the originality of the work's structure or that he edited the work;
- the right to utilise individual or all contractual recordings in any composition whatsoever, for example, as part of a compilation;
- the right to edit the contractual recordings, in particular, to shorten, remix or sample, and to utilise them in connection with a film, a computer game or advertising, for products or services of third parties (third party advertising);
- the right to electronic merchandising, especially in connection with ring tones and other exploitation forms for telecommunications devices.

3.3

The comprehensive transfer of rights includes in particular the following types of utilisation:

- Reproduction in any configuration and distribution, for example, production and sale of CDs, DVDs and records and their sale;
- Renting and lending;
- Broadcasts, particularly online, terrestrial, satellite or cable, analogue or digital, radio or television;
- Public performance and
- Comprehensive online utilisation.

3.4

The label is entitled to the ownership of the audio recordings and the underlying data. The producer bears the responsibility to protect the data from loss and destruction. At the request of the label, the producer has to return all data and delete it.

3.5

The label is entitled to transfer all or part of the contractual rights. The label is also entitled to grant sublicenses.

4. Exclusivity

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

5. Utilisation

The decision on the manner and scope of the exploitation of the contractual recordings is made by the label alone.

6. Shares

Alternative 1: 6.1 Fixed Fee

For his services, the producer receives a fixed net fee of € **XX**.

One third of the fixed fee is to be paid after commissioning, one third after completion of the recordings and, finally, after acceptance of the master tapes in impeccable quality.

Alternative 2: 6.1 Audio Medium – Fixed Share

For each audio medium unit, the producer 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 3: 6.1 Audio medium – Share of Turnover

For each audio medium unit, the producer 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 in this price from the label needs the producer's approval.

100% of the sold, paid and not returned audio media are to be accounted for. A returns allowance to the amount of **XX** % (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.

6.2 Online

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

6.3 Licensing

In addition, the producer receives:

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

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

XX % of the net revenue from advertising or film revenue

6.4

The label will balance its accounts with the producer 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 producer, plus any applicable turnover tax. If several persons are involved as producers, 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.

6.5

The producer 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%, but at least € 100.00, to the disadvantage of the producer, the label bears the costs of the review. Otherwise the costs are borne by the producer.

7. Assertion of Rights

The producer 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.

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 (place)

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 by the producer, 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 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.