

## SAMPLING AGREEMENT

Concluded on the day indicated below between

Name/Firm: .....

Address: .....

Telephone number: .....

Email address: .....

Bank account: .....

referred to hereafter in short as the "licensor", 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 licensor has produced an audio recording entitled ..... (hereafter: original recording). The licensor is entitled to the performer's and audio producer's ancillary rights to the contractual recordings.

The licensor grants the licensee the right to integrate certain parts of the original recording to the length of .... seconds (hereafter: sample) into the audio recording of his work ..... (hereafter: contractual recording).

#### 1.2

The licensee has already sent the licensor a demo version of his work, which includes the integrated parts. The licensor grants approval for use in a version which is substantially consistent with the demo version. A use which differs requires the licensor's consent.

### 1.3

The licensor guarantees to have carried out the rights clearance and to have all rights for the editing of the recording as well as the subsequent utilisation by the licensee. To the extent that the licensor gains the rights to the work (copyrights), this guarantee also applies to these. If the licensor does not gain the rights to the work, the licensee is to secure the consent of the publisher or the composer/lyricist for the use of samples as his own expense.

### 1.4

The title of the contractual recording will be the following: .....

The credits will run as follows: .....

## 2. Granting of Rights

### 2.1

The licensor transfers the non-exclusive, worldwide and transferable rights for the comprehensive utilisation of the contractual recordings to the label within the limits of the contractual recordings (see point 1.1). The licensee accepts the transfer of rights.

### 2.2

The comprehensive transfer of rights includes, in particular:

- the neighbouring rights and other rights of all participating artists;
- the neighbouring rights of the producer
- in the event that it involves an original composition by the licensor: the utilisation copyrights in relation to the further utilisation of the samples in the scope of the contractual recordings;
- 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 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.

### 2.3

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.

#### 2.4

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

#### 2.5

The rights administered by collecting societies remain, in any event, unaffected.

### 3. Exclusivity (Optional)

The licensor guarantees the original recordings by not allowing any third party to use the sample – in any form whatsoever – for a period of one year from concluding the agreement.

### 4. Utilisation

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

### 5. Fee

#### 5.1

For his services, the licensor receives a fixed net fee of € XX. The fixed fee is due upon conclusion of the agreement.

#### 5.2

The fixed fee includes the utilisation of 10,000 contractual recording units (tangible, for example, on CD, or intangible, for example, via online sales). With the utilisation of unit 10,001, the fixed fee again becomes payable. This rule applies accordingly for unit 20,001, 30,001 and so forth.

#### 5.3

The licensee is obliged to report immediately to the licensor once the amount of 10,000 units has been exceeded. He is obliged, upon request, to inform the licensor once per year on the number of utilised units and to provide the relevant documentation as to the sale numbers.

### 6. Miscellaneous

#### 6.1

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)

## 6.2

Substantive Austrian law applies, excluding the UN Sales Convention.

## 6.3

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.

## 6.4

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

## 6.5

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.

## 6.6

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.