

# Publishing agreement

## THE UNDERSIGNED:

1. the company under German law SellaBand AG

(hereinafter to be referred to as: "Publisher")

and

2.

**Composer:**

**Lyricist:**

**Name:**

**Name:**

**Address:**

**Address:**

(hereinafter referred to as "Writer")

and together referred to as "*Parties*";

## HAVE AGREED AS FOLLOWS:

### 1. Duties Writer

1.1 The Writer shall exclusively transfer the author rights in relation to the Works, as described in article 4.1, to Publisher. If the Writer consist of a group of composers and/or lyricists, all group members shall exclusively transfer the author rights in relation to the Works to Publisher.

### 2. Duties Publisher

2.1 Publisher will use its best endeavors to exploit the Works in all possible ways and control and administrate the rights related to the Works, as befits an adequate publishing company. Publisher therefore makes available its organization, expertise and know how.

### 3. Exclusivity

3.1 The Writer is not entitled to undertake activities in relation to the Works, undertaken by him-/herself and/or third parties, identical or competing with the activities of a publishing company or violating the purpose of this Agreement. The Writer shall, during the Term of this Agreement, in no way obstruct the rights of Publisher, obtained by Publishing hereunder, including the exploitation related thereto, with regard to the Works.

### 4. Transfer of rights

4.1 The Writer hereby exclusively and irrevocably assigns to Publisher, subject to all terms and

conditions herein and in accordance with the Terms and Conditions as they are submitted to the website [www.sellaband.com](http://www.sellaband.com), and agreed upon by Writer and the Title Agreement of SellaBand, as submitted to the website [www.sellaband.com](http://www.sellaband.com), all – whole or partly – unrestricted worldwide author

rights to the Works, and all other rights of a like nature, whether vested or contingent, and such other rights as may be conferred or created by law or international arrangement or convention whether by way of new or additional rights not now comprised in copyright or by way of extension or renewal of existing rights, of and in the words and music of the Work(s), titled:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

4.2 In addition to the rights of Publisher to exploit the Works the rights transferred hereunder shall include, but without limitation:

(i) the exclusive right to reproduce, release, distribute, advertise, sell, publicly perform, broadcast and transmit the Works in any format, in any manner and in any medium now or hereafter known.

(ii) the exclusive right to grant non-exclusive licenses worldwide for the synchronization purposes including, but without limitation, advertisements, movies and computer games;

(iii) the exclusive right to make new adaptations and arrangements of the Works, to translate the lyrics thereof or provide new lyrics thereof for purposes of exploitation. All such new matter including but not limited to adaptations, arrangements, translations and new titles shall be the property of Publisher;

(iv) Notwithstanding anything contained herein to the contrary Publisher shall have the right to sell off all single sheet printed copies of the Works for a period of six months from the date of termination of the Term and shall have the right to continue selling any album, book or folio containing the Works or any of them for the life of the publication of such album, book or folio on payment to the Writer of royalties;

(v) Publisher shall be free to license or assign all or any of its rights hereunder to any associated company, sub-publisher or licensee of Publisher.

## 5. Collective rights

5.1 The Writer declares to be registered with the following collecting society,  
....., located in .....

since.....

5.2 In the event Writer terminates her/his registration or changes her/his registration to another society, he/she will notify Publisher immediately in writing.

## 6. Remuneration

6.1 Both parties agree that all rights mentioned in article 4 are collected by the collective rights organization to whom they are registered. The collecting society collects these rights and distributes them directly to the Writer and the Publisher according to the following division:

Writer: 60% (Composer 30% and Lyricist 30%)

Publisher: 40%

The fact that Writer is not registered to any collecting society can't be held against Publisher. In that event Publisher won't be obliged to collect on Writers' behalf. If Publisher decides upon Writers request to collect on Writer behalf, Publisher shall be entitled to deduct a administration fee of 10% of the income of Writer.

In the event Publisher and/or Writer receive a different remuneration through their own collecting society, they will notify the other party immediately. Parties will use their best endeavors to balance the payment with each other as well as to inform their collecting society of the discrepancy.

6.2 Both parties agree that net revenues earned with the exploitation as mentioned in article 4 that are not collected by a collecting society will be collected by Publisher and will be divided in the same manner as mentioned in 6.1 provided that Publisher shall be entitled to deduct an administration fee of 10%.

6.3 The Publisher agrees that 25% of his revenue share (e.g. 10% of the whole revenue) will go to the producer or producers of the album that includes the Work(s)

6.4 Royalty statements showing in reasonable detail all monies collected by Publisher with respect to exploitation as described in article 6.2 shall be issued within 90 days of the expiration of 6 month accounting periods ending December 31 and June 30 of each year. All royalty payments shall be made within 14 days from the date of the issuance of invoices for royalties payable.

6.5 All royalty statements rendered by Publisher shall be binding and not subject to any objection by Writer unless objection is given to Publisher within two (2) years from the date rendered. Writer shall have the right to appoint an accountant or auditor to examine Publisher's books, provided such examination shall take place at Publisher's offices during normal business hours with reasonable notice, not more frequently than once in any calendar year, and at Writer's sole cost and expense. If an underpayment of more than ten percent (10%) of the royalties payable to Writer is found as a result of such an examination, then Publisher shall reimburse Writer for the expense of such inspection in addition to remitting the amount due according to the examination plus interest.

## **7. Territory**

7.1 The territory shall consist of the world.

## **8. Term**

8.1 The assignment of rights mentioned in paragraph 4 shall be for the lifetime of copyright.

## **9. Guarantees and indemnification**

9.1 The Writer guarantees that he/she is exclusively and fully entitled to enter into this Agreement and that he/she is and will be exclusively entitled to transfer his/her music publishing rights to Publisher.

9.2 The Writer guarantees that the Works in relation to which he/she transfers the rights under this Agreement do not infringe any rights of third parties, intellectual and industrial property and neighboring rights included therein.

9.3 The Writer indemnifies and holds Publisher harmless against any third party claims in relation to the paragraphs 9.1 and 9.2, including all damages and (legal) costs as a result thereof.

## 10. Termination

10.1 Any failure to comply with his/her obligations under this Agreement, if and in so far as the nature of the non-compliance permits, shall be remedied by the Writer within a period of 30 (thirty) days. If rectification is not possible within this period, the Writer shall be deemed in default without the need for any further notice of default. If the nature of the non-compliance renders rectification impossible, the Writer shall be deemed in default without the need for any further notice of default immediately after the non-compliance occurs. Publisher will then be entitled to terminate this Agreement with immediate effect without prejudice to Publisher's right to alternative or supplementary compensation, including but not limited to legal costs.

10.2 Publisher is entitled to terminate this Agreement in writing with immediate effect without notice of default or judicial intervention being required if one or more of the circumstances of Section

13.2 of the Artist Terms and Conditions is applicable.

## 11. Final provisions

11.1 All changes and/or amendments to this Agreement shall be agreed in writing between the Parties. Each party shall immediately inform the other party in case of changes in address.

11.2 If one or more of the paragraphs of this Agreement would be invalid or non-binding in another way, this shall not affect the validity of the other paragraphs. In that case Parties shall jointly consult and adjust the paragraphs along the lines of the present Agreement, to the extent necessary, to the effect that non-binding paragraphs shall be replaced by provisions that vary as little as possible from (the intent of) the non-binding articles concerned.

11.3 The Provisions of this agreement are subject to material German law excluding UN purchasing law. When the writer is a consumer, agreements including this agreement are subject to German law as far as this does not conflict with binding legal provisions, and notably provisions of the law on consumers' protection.

11.4 When the writer is a merchant in the sense of the Commercial Code, a legal person of public right, or a Federal Special Fund, Publisher's head office shall be the exclusive place of jurisdiction for all claims arising from this agreement. The same applies to persons who do not have a general place of jurisdiction in Germany or persons who, after conclusion of the agreement, have moved their habitual residence or abode to outside of Germany or whose habitual residence or abode is not known when legal proceedings are instituted.

**MADE, DRAWN UP AND SIGNED IN DUPLICATE in \_\_\_\_\_ on [date]**

**PUBLISHER**

**WRITER**

\_\_\_\_\_

\_\_\_\_\_