

WOD MUSIC TALENT POOL EXCLUSIVE EXPLOITATION AGREEMENT

Master(s):

[...].

Artist/project name:

[...].

Label name:

WOD Records and/or its affiliate record labels] (“WOD Music”).

Label Address:

10305 Couture Blvd., G2B 3T2 Quebec City, QC, Canada

Producer name:

[...] (“Producer”).

Producer’s Address:

[...].

Subject:

Producer hereby transfers to WOD Music – and WOD Music accepts – all rights to the Master(s) including without limitation the exclusive exploitation rights to the Master(s) and to Producer’s performances of the Master(s), including without limitation the exclusive, unrestricted and unlimited rights to record, duplicate, publish, make available and furthermore exploit the Master(s) and Producer’s performances in any possible way, now known or in the future devised, including without limitation the exploitation by means of CD, DVD, download, iTunes, streaming, sampling, syncs with TV/radio/film, YouTube, social media, broadcasting, and similar uses, and the right to grant licenses and sub-licenses to third parties. Producer grants to WOD Music the unlimited, unrestricted and exclusive right to use and exploit (in every way possible) the Master(s) and the Artist-/project name in connection with the Master(s). It is hereby agreed that WOD Music is phonogram producer within the meaning of the Neighbouring Rights Act with regard to the above mentioned Master(s). Producer shall receive the artist share through its membership of a collecting society. Producer shall co-operate immediately in any delivery and assignment of rights if so required by WOD Music.

Term of the exclusive exploitation of the Master(s):

20 (twenty) years from commercial release date. After expiration of this Term and with regard to all WOD Music’s uploads of recordings of the Master(s) then available, Producer shall grant to WOD Music, on a non-exclusive basis, the exploitation rights to the Master(s) for all recordings of the Master(s) uploaded to download and streaming platforms and YouTube where the Master(s) has been made available during the Term of this agreement and shall account to Producer accordingly.

Territory:

Worldwide.

Producer Royalty:

35% (thirty-five percent) of net received exploitation income of the Master(s), such as digital exploitation and exclusive and non-exclusive licensing income by WOD Music and payable to Producer upon receipt of invoice with a payment term of 30 days and after deduction of the Recoupable Costs as mentioned hereunder.

Recoupable Costs:

The following costs incurred by WOD Music for the exploitation of the Master(s) are a 100% recoupable against the Producer Royalty payable to Producer: out of pocket costs for additional mixing, mastering, video clips, teasers, artwork, remixes, additional (vocal) production, promotion & marketing.

Statements:

Will be send twice a year, within 90 days after June 30 and December 31st. Statement will be send only when income due is over 300 euro. Producer may only invoice the Producer Royalty based upon statements received from WOD Music.

Publishing:

Producer hereby transfers his publishing rights to publisher World of Dance Publishing (BMG-Talpa Music) limited to the (co-)written musical composition in relation to the Master(s) transferred to WOD Music under this agreement, simultaneously with the undersigning of underlying agreement, in a separate publishing agreement from World of Dance Publishing (BMG-Talpa Music). World of Dance Publishing (BMG-Talpa Music) is linked to WOD Music and these parties cooperate closely together to actively exploit the musical composition in relation to the Master(s). With this exploitation, such as third party licensing, it is contributory that WOD Music and World of Dance Publishing (BMG-Talpa Music) shall have both the exploitation rights to the Master(s) and to the lyrics and composition at their disposal. Producer may expect sufficient and reasonable publisher efforts from World of Dance Publishing (BMG-Talpa Music) by entering into the publishing agreement. In the event that Producer does not agree to transferring his publishing rights to World of Dance Publishing (BMG-Talpa Music), the Producer Royalty that Producer receives from WOD Music shall be decreased to a total of 25% (twenty five percent) of net received exploitation income of the Master(s) instead of the Producer Royalty rate as mentioned above. Both parties hereby declare that entering simultaneously into the World of Dance Publishing (BMG-Talpa Music) agreement will not be a tying obligation and reason for (early) termination of this agreement, since Producer will receive a reasonable publisher efforts and additional compensation.

Option:

WOD Music shall have the first exclusive option(s) on the two (2) follow up Single(s) of Producer, irrespective of the artist/project name and/or whether the Single is produced by Producer alone or in collaboration with others, under the same terms and conditions as hereunder. If WOD Music wishes to exercise its option, WOD Music needs to approve in writing (email will suffice) the option within ninety (90) days after offering the finished product. Producer warrants there will be no releases on other record labels until a period of four (4) months has lapsed after release of the last Single hereunder.

WOD Music shall have the first exclusive option to enter into an exclusive producer agreement with Producer, to be negotiated in good faith and within a year after the first release hereunder.

Warranties and Indemnification:

Producer hereby warrants that Producer is free from any obligation that would hinder the commitments of Producer under this agreement and is of legal age or represented by a legal guardian.

Producer further warrants to own and control all rights that are granted to WOD Music hereunder. Producer shall indemnify and hold WOD Music free and harmless from any third party claim in connection with the rights granted to WOD Music hereunder.

Producer warrants that all Masters that Producer delivers to WOD Music are produced by Producer and that Producer will not re-recorded or once again mix or remix and/or offer the same Masters to third parties for exploitation except after prior permission by WOD Music in writing.

The WOD Music Records Talent Pool Terms of Use (“Terms of Use”) apply to this agreement.

Producer acknowledges to have read and understood said Terms of Use and agrees to the Terms of Use. In case of conflicts between the Terms of Use and this agreement, the latter will prevail.

Thus agreed and drawn up in duplicate: in Quebec City

on _____

WOD Music _____ Patrick Koops

Producer _____