

SPINNIN' RECORDS TALENT POOL EXCLUSIVE EXPLOITATION AGREEMENT

Master(s)	:	[...]
Artist/project name	:	[...]
Label name	:	Spinnin' Records B.V. and/or its affiliate record labels] ('Spinnin').
Label Address	:	Marathon 4, 1213 PJ Hilversum – The Netherlands
Producer/Composer name	:	[...] ('Producer').
Producer's Address	:	[...] (email: [...])
CAE/IPI number:	:	
Subject	:	<p>Producer hereby transfers to Spinnin' – and Spinnin' 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 sublicenses to third parties. Producer grants to Spinnin' 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 Spinnin' shall register the Master(s) with performance rights organizations for its phonogram producer's share within the meaning of the Neighbouring Rights Act. Spinnin' shall retain and collect the phonogram producer's share and 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 Spinnin'.</p>
Term of the exclusive exploitation of the Master(s)	:	<p>20 (twenty) years from commercial release date. After expiration of this Term and with regard to all Spinnin's uploads of recordings of the Master(s) then available, Producer shall grant to Spinnin', 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.</p>

Territory	:	Worldwide.
Producer Royalty	:	<p>In the event that Producer transfers his share of the publishing rights in the composition embodied in the Master to MusicAllStars B.V.:</p> <p>30% (thirty percent);</p> <p>Or in the event that Producer does not transfer his publishing rights:</p> <p>25% (twenty five percent)</p> <p>of net received exploitation income of the Master(s), such as digital exploitation and exclusive and non-exclusive licensing income by Spinnin' 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.</p>
Recoupable Costs	:	The following costs incurred by Spinnin' 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	:	to be send twice a year, within 90 days after June 30 and December 31 st . Producer may only invoice the Producer Royalty based upon statements received from Spinnin'.
Publishing	:	<p>Producer hereby transfers his publishing rights to publisher MusicAllStars B.V ("MAS") limited to the (co-)written musical composition in relation to the Master(s) transferred to Spinnin' under this agreement, simultaneously with the undersigning of underlying agreement. MAS is linked to Spinnin' 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 Spinnin' and MAS 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 MAS by entering into the publishing agreement. Both parties hereby declare that entering simultaneously into the MAS agreement will not be a tying obligation and reason for (early) termination of this agreement as regulated in article 25F of the Dutch Copyright Law, since Producer will receive a reasonable publisher efforts and additional compensation.</p>
Option	:	Spinnin' shall have the first exclusive option(s) on the two (2) follow up Single(s) of Producer, irrespective of the artist/project

		<p>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 Spinnin' wishes to exercise its option, Spinnin' needs to approve in writing (email will suffice) the option within ninety (90) days after offering the finished product.</p> <p>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.</p> <p>Spinnin' 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.</p>
<p>Warranties and Indemnification</p>		<p>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.</p> <p>Producer further warrants to own and control all rights that are granted to Spinnin' hereunder. Producer shall indemnify and hold Spinnin' free and harmless from any third party claim in connection with the rights granted to Spinnin' hereunder.</p> <p>Producer warrants that all Masters that Producer delivers to Spinnin' 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 Spinnin' in writing.</p>
<p>The Spinnin' 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.</p>		

Thus agreed and drawn up in duplicate:

in Hilversum

on _____

in _____

on _____

Spinnin' Records B.V./MusicAllStars B.V.

Producer

Roger de Graaf

Name: [...]

By this second signature, Producer agrees to and transfers his share of the publishing rights to the composition embodied in the Master to MusicAllStars B.V. on the terms that are exhibited to the Terms of Use:

Writer/Composer

Name: [...]