



DA VINCI PUBLISHING
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DA VINCI PUBLISHING AGREEMENT

THIS AGREEMENT, made and entered into as of this ____day of _____, 20__, by and between _____ (hereinafter "Author") address _____
_____ Tel.: _____ and OMK-Da Vinci
Classics and Jazz (hereinafter "Company"), whose address is Osakashi, Miyakojimaku, Miyakojima
Minamidori, 2-1-3-1307, with respect to the following original work:

IT IS HEREBY UNDERSTOOD

- a. Company is an organization, which specializes in the production and distribution of musical products;
- b. Company and Artist wish to enter into this Agreement to provide for the production and distribution of the Recording.

IT IS, THEREFORE, AGREED AS FOLLOWS:

ART 1. PRODUCTION: Company agrees to produce a recording from one master consisting of tracks recorded by the Artist (hereinafter referred to as the "Master". The recording (hereinafter referred to as the "Recording") shall include music of not less than forty (40) minutes in playing duration, and shall be of a quality which is equal to master recordings normally produced for commercial distribution. In case of audio problems not directly connected to the artistic project, the Company will refuse the Master.

ART 2. TERM: The effectiveness of this Agreement shall commence with its execution by all of the parties, and shall continue thereafter for a period of five (5) years. At its end will be mutually renewed for the same period if both parties agree to do it. In case of not renewal Company have the faculty to sell all the Recordings for 6 months after the end of the agreement.

ART 3. DUTY OF THE ARTIST: Artist agrees to cooperate with the Company, in good faith, giving a complete and finished Master; and to otherwise strictly observe the remaining duties and obligations of this Agreement.

ART. 4. COSTS:

- a) Company shall be responsible for all costs incurred in the promotion and distribution of the Recording.
- b) To buy a minimum of ____ copies at the cost of 2,5 Euro each.
- c) Cover the shipment fee from Italy to address pointed by the artist

ART 5. ARTISTIC CONTROL: Company and Artist shall be jointly responsible for all decisions regarding the artistic content of the Recording.

ART 6. TITLE: The title of the Recording shall be chosen by agreement between the Company and the Artist.

ART 7. COPYRIGHT: Artist will be the only owner of the Recording copyright. The Company will be responsible only for its distribution and co-owner of the selling rights.

ART 8. DISTRIBUTION. The company will diligently use its best efforts to secure distribution of the Recording throughout the world, through one or more major distribution companies (including record companies, or any other company). Any such contract entered into between Company and any such record distribution company shall be subject to the terms of this Agreement.

ART 9. ROYALTIES.

a) In accordance with the rights granted by Artist to Company herein, Company intends to contract with a record distribution company for distribution of the Recording. Company will be entitled to receive royalties or licensing fees (herein collectively referred to as the "Royalties") as a result of such contract. Royalties shall include any compensation received by Company, or promised to Company, which directly or indirectly results from the use, exploitation or existence of the Recording, or any reproduction applied to satisfy costs incurred and paid by Company. In the event that Royalties are insufficient to complete such reimbursement, Artist shall not be liable for such costs.

b) The Royalties, if any, shall be allocated and distributed between Company and Artist, in the following proportion:

- **Sixtyfive (65%) Percent to Company for the physical cd and Fifty (50%) Percent for the Digital**
- **Thirtyfive (35%) Percent to Artist for the physical cd and Fifty (50%) Percent for the Digital**

Royalties due Artist hereunder shall be delivered by Company to Artist within thirty working days from the Company's receipt thereof.

c) If the receipts received by the company, calculated by adding the proceeds from both the digital and physical sales, equals or exceeds EUR 5,000, the Association will create a grant fund of 20% of the received amount that the artist may use for his own benefit for concert events and promotion for the project. This sum is constrained to only artistic representation and cannot be reused in any way for other recording projects of any nature.

d) The royalties shall be computed in the national currency of Japan and shall be paid to Artist in Japanese currency at the rate of exchange prevailing on the date payment is made or, if higher, at the rate of exchange at the business day that payment should have been in accordance with this Agreement. Any bona fide reasonable and or agreed fees paid to third party distributors by Company or deducted from Company's Gross Receipts will be included as deductible expenses for purposes of calculating Net Receipts.

e) No royalties will be paid for:

- i) Records distributed for promotional purposes to radio stations, television stations or networks, record reviewers or other customary recipients of promotional Records; on so-called "promotional sampler" Records.
- ii) Records distributed on a so-called "no-charge" or "free" basis (such as, but not limited to, Records commonly described in the record industry as "free-goods" or "freebies").

ART 10. NON-CIRCUMVENTION. Artist shall not detrimentally interfere with the efforts of Company to distribute the Recording through one or more distribution companies or enter into any contract inconsistent with the rights of distribution assigned to Company hereunder. Artist shall not contact any such potential distribution company except through the offices of the Company.

ART 11. RIGHT OF INSPECTION. At any time during the term of this Agreement upon prior written notice to Company of at least seven (7) days, Artist or his/her designated representative shall be permitted unrestricted access to the books and records of Company which in any way pertain to Artist, for inspection and photocopying by Artist or Artist's designated representative.

Such books and records shall include, but shall not be limited to, any documents or records which evidence the receipt or disbursements of Royalties. Company shall maintain such books and records at its principal office.

ART 12. MISCELLANEOUS.

a) **JURISDICTION/APPLICABLE LAW.** Company and Artist hereby submit to the jurisdiction of the courts of Osaka (Japan) for the enforcement of this Agreement or any arbitration award or decision arising herefrom. This Agreement shall be enforced or construed according to the laws of Japan.

b) **COVENANT OF GOOD FAITH AND FAIR DEALING.** Company and Artist agree to perform their obligations under this Agreement, in all respects, in good faith.

THE PARTIES AGREE to the terms and obligations and so execute on the day and date first above mentioned.

- **ARTIST**

- **OMK-Da Vinci - President**

A handwritten signature in blue ink is written over a red circular stamp. The stamp contains the name 'OMK-Da Vinci' and other illegible text. The signature is written in a cursive style.
