

CONTRACT FOR THE PRINTING, DISTRIBUTION AND PROMOTION
OF WORKS PROTECTED BY COPYRIGHT

This contract is between Da Vinci Publishing and _____
resident in _____

VAT number / Tax code _____ Ph.: _____

(henceforth Composer). It has at its object the publication of one or more musical works through
the official publishing section called Da Vinci Edition (henceforth Publisher). The work(s) is/are:
Title(s) of the work(s)

- _____
- _____
- _____
- _____

(henceforth Work/Volume)

ART.1 SELLING RIGHTS

The Composer transfers to the Publisher the Work's the rights of sale and exploitation of the music
contained in the Volume. By the present contract, the Publisher acquires from that moment the
rights of economic use, concerning the selling of the Work worldwide, for the entire duration
prescribed by law. Should one of the parties wish to interrupt this contract, they should
communicate their intention and justify it by email or registered letter at least 3 [three] months
prior to expiration.

ART.2 COPYRIGHT

Publishing rights will be managed exclusively, on behalf of Da Vinci Publishing, by the Society
Neuma Edizioni SAS. Under a separate contract, which shall be signed jointly with the current
one, Neuma Edizioni SAS will manage the aforesaid rights for the entire duration prescribed by
law. Neuma Edizioni will manage the storage, as well as the management and promotion of the
publishing catalogue with the purpose of media synchronizations, and will operate under a direct
contract with the Composer.

ART.3 DURATION OF THE TRANSFER OF THE WORK'S USE

The Work's Publishing rights are transferred by the Author to Neuma Edizioni SAS for the entire
period of copyright as per current law; Neuma Edizioni SAS will administer them on behalf of Da
Vinci Publishing in exclusive and for the entire duration prescribed by law.

ART.4 DUTIES OF DA VINCI PUBLISHING

By the present agreement, the Publisher engages itself to:

- A. Pay to the Composer the 15% (fifteen percent) of every net sum resulting from the score's sale.
- B. Pay the Composer the 50% (fifty) of every net sum resulting from the renting out of the Work's separate parts, in case they exist.
- C. Establish, at its discretion, the graphics and the sale price.
- D. Deliver the Work in all of its produced copies to the established supplier.
- E. Cover all expenses for distribution and reprints, if applicable.
- F. Attribute a univocal ISMN code to the score.
- G. To evaluate with the Composer, in case he/she expresses such a wish, the possibility of realizing, at a subsidized cost, audio-master recordings of the music contained in the Volume.

ART.5 DUTIES OF THE COMPOSER

The Composer engages him/herself to:

- A. Send the Work in PDF format, once it will have been approved by the Artistic Direction, and following the specifications provided by the Direction.¹ Should it be impossible to provide the Work in the required form, the Composer will be allowed to use (upon a separate agreement) a copyist provided for by the Publisher; the Copyist will provide to check the graphics and to copy the Work if needed.
- B. To purchase from the Publisher or the designated supplier the following number of copies (compulsory minimum number: 10 copies):
..... copies at the price of 6 Euros, if the score's length is comprised between 1 and 64 pages*.
..... copies at the price of 9 Euros, if the score's length is comprised between 64 and 250 pages.*²
 - In case of purchase of 30 or more copies, the graphical check will be made by the Copyist chosen by Da Vinci Publishing for free, if needed.

¹ In case of presence of unusual graphical signs, the possibility will be considered of an anastatic print of the manuscript version.

* In the case of an oblong (landscape) format, the cost per copy is increased by 1 (one) Euro. In case of presence of separate parts, the copy's cost is increased by 2 (two) Euros per copy.

² Works with a higher number of pages will be separately evaluated following an agreement with the Artistic Direction.

- In case of purchase of 100 or more copies, the graphical check and/or copying will be made by the Copyist chosen by Da Vinci Publishing for free, if needed.
- C. To register, if this has not been done by the date of signature of the current contract, the Work before the Copyright Societies in charge, in accord with the contract Neuma Edizioni SAS which shall be signed jointly with the present agreement. Should the Work not be deposited, or the contract with the abovementioned Society not be signed, the Work will not be published.

ART.6 OPTIONS

Furthermore, Da Vinci Publishing offers to the Composer the option to choose, if needed, two possible promotional campaigns and two proposals; these constitute an addition to the hitherto listed conditions. The costs of these campaigns are approximate, and they will have to be decided and agreed upon following a separate agreement to be stipulated directly with the Artistic Direction of Da Vinci Publishing. Please select one of the three following options, only if you are interested:

Mailing Campaign. Approximate cost Euro 130-200. Da Vinci Publishing will send by courier the Work to reference journals. The list of the journals, as well as the final sum, will be agreed with the Artistic Direction.

Advertising Campaign. Approximate cost Euro 500-1.500. Da Vinci will realise a series of promotional advertisement on a number of journals ranging from a minimum of three to a maximum of six. The list of the journals, as well as the final sum, will be agreed with the Artistic Direction.

Press Office. Approximate cost Euro 2.200-5.500 (period: 6 months/1 year). Through Da Vinci Publishing, the Composer will be able to access wide-ranging Press Office services in Italy. The Press Office will develop contacts, presentations and interviews. The ways in which this will be realized, as well as the possible services and the timings, will be discussed exclusively with the manager of the Press Office, who will demonstrate to the Composer the various features and possibilities. The Composer, in turn, will be able to evaluate, at his/her own discretion, the opportunity of actually activating such services with the Press Office manager. Such services will constitute the object of a separate contract, distinct from the present one. By ticking the box corresponding to the present option, therefore, does not imply any cost; it represents the Composer's manifestation of interest as regards this option.

□ Book Teaser Promotional Video. Approximate cost Euro 150-250. Da Vinci Publishing will commission to its reference group of professionals a promotional video regarding the Work and the Composer. The structure of the video, as well as the length and kind of realization will be discussed uniquely with the designated video producer, who will illustrate to the Composer the video's features and will evaluate the options and the possible requests and needs.

ART.7 COMPOSER'S GUARANTEE

The Composer guarantees that the Work is unpublished and/or free from publication obligations with other Publishing houses, both as concerns the music and the lyrics or literary text if present. The Composer furthermore declares the Work to be his/her original brainchild, and to be its sole author. In case one or more of the points above does not correspond to truth, the present contract will be declared as null and void, and the Publisher will be subject to no legal suits from those who own the rights. The Publisher will however be able to recoup its possible losses with the Composer, in case the Composer's false declarations have brought a damage to the Publisher's image. In that case, the Composer will be liable to pay a sum corresponding to the damage.

ART.8 ACCOUNTING AND DIVISION OF THE PROFITS

The accounting report will be available for consultation exclusively online on the Publisher's official website, where it will be published quarterly. In case profits deriving from the score's sale and/or from the renting out of the separate parts (see ART. 4-A, B) will be equal to or higher than 50 Euros, Da Vinci Publishing engages itself to correspond the sums to those having right to them within 40 days from the presentation of the online accounting report, following request and upon presentation of invoice. All the remaining rights will be corresponded by the Societies of Copyright, in the times and ways determined by law.

ART.9 VIOLATIONS

Every violation of the present contract will cause its automatic annulment.

All claims towards Da Vinci Publishing can be presented in a written form or by email.

Da Vinci Publishing will have up to 90 days after that presentation for resolving or settling that claim. After that period, in case no solution has been found, the present contract will be automatically dissolved, and all of the Works' rights will immediately return to the Composer.

The Composer and/or Da Vinci Publishing have the right to dissolve the present contract for justified reasons, which must be expressed to Da Vinci Publishing in a written form. Da Vinci Publishing and/or the Composer will have the right to provide to the problem's solution within 90 days; in case this proves impossible, the contract will be immediately terminated.

ART.10 USE OF THE NAME

Da Vinci Publishing has the right to use the Composer's name, biography and the Work's title for promotional use only.

ART.11 CHANGES TO THE PRESENT CONTRACT

The Contract can be modified in a written form only.

ART.12 READING CONFIRMATION

The Composer certifies that he/she has read the present contract thoroughly and that he/she accepts in full the articles and clauses detailed here.

ART.13 JURISDICTION

The jurisdiction pertains to the Court of Osaka. All possible controversies connected with this contract will be ruled through the appointment of lawyers chosen by the parties.

In order to testify to all the above, the parties add their signature below, as proof of their intention to comply to the present contract on the day ____/____/____

THE COMPOSER

 DA VINCI PUBLISHING

The present translation is a courtesy translation of the original Italian contract. For all controversies, the binding text is only and exclusively the Italian text.