



DA VINCI PUBLISHING

〒534-0023, Osaka-Shi, Miyakojima-ku, Miyakojimaminamidori, 2-1-3-1307

Tel : +81 (0)80-8325-7780

Email : info@davinci-edition.com

Site : <https://davinci-edition.com/>

## DISCOGRAPHIC LICENSE AGREEMENT

This License Agreement is entered into between Da Vinci Publishing, in the person of its legal representative, Edmondo Filippini, based in Osaka and hereinafter referred to as “Company/Licensee”, and \_\_\_\_\_ (filling in of the personal datasheet is mandatory), hereinafter referred to as “Artist/Licensor”, who declares him/herself to be the sole owner and holder of all rights to use the Master containing the recordings of his/her performances.

*This agreement has been translated for the sole purpose of courtesy from the Italian; the Italian version found on Da Vinci Publishing’s Website is the sole binding version.*

### THE PARTIES AGREE AS FOLLOWS

#### ART.1. Objects

The Artist/Licensor declares him/herself to be the holder of all the rights of the Master/Album “ \_\_\_\_\_ ” (*insert a working title if not yet established*). She/he also assigns the selling rights of the Master/Album in exclusive to the “Company/Licensee” for the entire duration of this agreement. As is determined in the following art. 2., the “Company/Licensee” is assigned, and accepts to receive, license for the production and publication of an audio/audiovisual recording of the aforementioned Master/Album, and the consequent commercialization of the same. This recording will be suitable for transfer on disks, digital files and any other similar media; this includes both currently existing and not-yet-invented media for the reproduction of sound and images (hereinafter called “media”).

#### ART.2. Duration of the license and obligations

The license for the aforementioned rights is intended to be granted for a period of 5 years starting from the date on which the medium is created. At the license’s expiration, all changes to this license must be agreed in writing; otherwise, the license will be automatically renewed.

The Artist/Licensor engages him/herself to deliver a (physical or digital) Master/Album ready for printing, and to communicate all the related credits (date and place of recording, audio technician, etc.) approximately by the following date \_\_\_\_\_.

The Company/Licensee engages itself to produce the media within 60 days from the date of \_\_\_\_\_.

#### ART.3. Title

The master’s title is the object of an agreed choice between the Artist/Licensor and the Company/Licensee.

#### ART.4. Assignment of the rights – Object of the license

The Artist/Licensor assigns and transfers to the Company/Licensee only the selling rights, for all countries, of the produced media (which are the objects of the present agreement). These include: the exclusive right to the replication of the Album on CDs, disks, videodisks, videotapes, digital files and similar media, currently in production or yet to be invented. Moreover, with the only purpose of promoting the Album, the Artist also assigns



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to the Company/Licensee the non-exclusive right to broadcast and transmit publicly, via radio or web radio, via TV and web-TV, the Album and the recordings included in it.

The mechanical rights up to 2,000 euros remain in full ownership of the Licensor. Once this amount has been exceeded, the Company / Licensee and the Licensing Artist will divide the subsequent proceeds by 50% (fifty percent). The licensing Artist is required to have regular registration with a copyright company (eg: SIAE) or a related right recovery company (eg: Itsright). Registration for the latter is free.

#### ART.5. Duties of the Artist/Licensor

1) The Artist/Licensor engages him/herself to deliver to the Company/Licensee a Master, finished and completed in all of its parts; the Company/Licensee reserves the right to refuse it in case it is flawed by technical or audio defects which do not pertain to the artistic project.

2) To deliver high resolution photos (minimum 300 dpi) to the company for graphic editing. In case these do not respect the graphic and artistic standards, the Company reserves the right to modify it calculating an additional hourly cost that will be quantified at the end of the work itself.

3) (*See also Art. 6, §6*) The Artist / Licensor purchase a number of:

- 150 copies (minimum recommended withdrawal) at a cost of Euro 2.80 each.
- 200 copies at a cost of Euro 2.75 each.
- 300 copies at a cost of Euro 2.60 each.
- 500 copies at a cost of Euro 2.5 each.

For requests of less than 150 copies and more than 500 copies as well as for quantities other than those indicated, a separate estimate will be provided.

For Master / Album with compositions and tracks under copyright in co-edition with the Company, an additional cost of Euro 0.50 will be applied with a mandatory minimum withdrawal set at 200 copies.

For Master / Album with compositions and tracks under copyright not in co-edition with the Company, an additional cost of Euro 1 will be applied with a mandatory minimum withdrawal set at 200 copies.

All costs are VAT and shipping costs excluded.

4) The Artist/Licensor engages him/herself to pay the resulting invoice in one tranche within ten days before the actual printing, on the date which will be indicated by the Company/Licensee.

#### ART.6. Duties of the Company

The Company/Licensee engages itself to:

1) Print the master within 60 days from the date indicated at Art. 2, and to commercialize, within 90 days from printing, the media containing the Album, so as to



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fulfil the agreement detailed above (indicative specs: jewel box, transparent tray, 8-pages colour booklet);

- 2) Undertake all expenses for the realization of the artwork, for the printing of the disks, for the selling of the media as to Art. 6, §1, and all distribution expenses;
- 3) Send the aforementioned Master/Album to a number of journals/reviews chosen by the Company/Licensee, whose number and names will be communicated to the Artist<sup>2</sup>, for the purpose of promotion;
- 4) Undertake all expenses if commercial reprint should be realized, in case of sale of all stock in store;
- 5) Undertake the shipment expenses from the printing facilities to the distribution hub (Egea Music, Saluzzo).
- 6) Send to the Artist, as an advance on the royalties:
  1. 75 further copies, if the Artist/Licensor purchases 300 to 499 copies;
  2. 125 further copies, if the Artist/Licensor purchases 500 to 999 copies;
  3. 225 further copies, if the Artist/Licensor purchases more than 1000 copies.
- 7) In case 200 copies or more are ordered, the Company / Licensee will undertake to commission/translation of the album notes at its own expense.

#### ART. 7. Options

Da Vinci Publishing provides two optional promotional campaigns. They constitute an addition to the conditions expressed in this agreement. The costs of these campaigns are furnished only for reference and must be decided and stipulated with a separate agreement directly with the artistic direction of Da Vinci Publishing. Please select, if interested, one of the two, both or neither, the following options:

- Shipping campaign: indicative cost euro 150-250. Da Vinci Publishing will send the complete album to all relevant magazines and newspapers by courier. The list of publications, as well as the final amount, will be decided with the artistic direction.
- Advertising campaign: indicative cost euro 1,500 - 3,000 euros. Da Vinci Publishing will carry out a series of promotional advertisements from a minimum of 3 to a maximum of 6 magazines. The list of publications, as well as the final amount, will be decided with the artistic direction. \_

<sup>2</sup> Other journals/reviews may be suggested by the Artist/Licensor; in that case, the Artist/Licensor may have to pay only for the shipment, which will be calculated separately.



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#### ART.7. Marketing

The Company/Licensee has the exclusive duty and right to establish all aspects relating to the Album's production, including the kind of medium/media, the sales price, the marketing schedule (without prejudice to Art. 6, §1 above) and the temporary or definitive withdrawal of the Album from sales.

#### ART.8. Sales and payment

- 1) In exchange for the License, the Company/Licensee will pay the Artist/Licensors a percentage of 35% (thirty-five percent) for every copy invoiced (excluding the returned products), to be calculated on the price established and cashed by the Company/Licensee from the official distributors: *Egea Music, Naxos Digital*.
- 2) In exchange for the digital sales of the Album, the Company/Licensee will pay the Artist/Licensors a percentage of 50% (fifty percent) of the digital PPD for each track or album sold by digital distributor *Believe Digital*.
- 3) Six months after the first marketing of the media, the Company/Licensee can sell the same in series at a discount price, without varying the above-mentioned percentages.
- 4) The Artist/Licensors will receive no payment for the promotional media distributed for free and those sent for free to the Artist as an advance on the royalties according to Art. 6, §6.

#### Art.9. Sales report and publication of the Financial Statements

- 1) All reports will be collated by the Distributors (*Egea Music, Believe Digital, Naxos Digital*) which will present to the Company/Licensee the general report of the sales and what is due to the Company/Licensee. This will be done annually by March 30<sup>th</sup>. The amounts due to the Artist/Licensors will be paid upon presentation of a regular invoice and net of the applicable withholding taxes. Should the Company/Licensee fail to provide these reports by the aforementioned dates, the Artist/Licensors will be allowed to require the reports, and the Company/Licensee engages itself to provide them in the shortest possible time in case the reports are actually available.
- 2) The Company/Licensee will pay the amounts due to the Artist only when these will exceed the minimum sum of Euro 50. Lesser amounts will be withheld and added up until the minimum amount will be reached. In case of dissolution of the contract, the Company/Licensee will pay the due sums in full, regardless of their amount.
- 3) The Artist/Licensors acknowledges and accepts that the Company/Licensee may discretionally publish, on the website of Da Vinci Publishing, the Financial Statements; however, no other information about the medium or the Artist will be published online.
- 4) Should this agreement be terminated due to the Artist's failure to fulfil it, nothing will be due to him or her; this does not preclude the Company/Licensee to advance claims for damage compensation in such a case.



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ART.9. Law and Place of Jurisdiction

This agreement is subject to Japanese Law. For all controversies, the only Place of Jurisdiction is the Court of Osaka.

Read, approved and signed in..... on \_\_\_\_\_

• ARTIST/LICENSOR:

• Da Vinci Publishing-Presidente





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### SCHEDA DATI PERSONALI

CODICE FISCALE: .....

PARTITA IVA: .....

COGNOME (nomi d'arte non accettati): .....

NOME (nomi d'arte non accettati): .....

NUMERO DI TELEFONO: .....

DATA DI NASCITA: .....

COMUNE DI NASCITA: .....

RECAPITO POSTALE (completo di codice di avviamento postale)

.....

### COORDINATE BANCARIE DEL CONTO CORRENTE INTESTATO ALL'ARTISTA

NOME BANCA: .....

AGENZIA: .....

CODICE IBAN: .....

CODICE BIC/SWIFT: .....

CONTO PAYPAL (se presente): .....

Il/La sottoscritto/a dichiara sotto la propria responsabilità che i dati personali, riportati nel presente documento, corrispondono a verità.