



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 AND PRODUCTION 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”, and _____ (filling in of the personal datasheet is mandatory), hereinafter referred to as “Artist”, 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.

THE PARTIES AGREE AS FOLLOWS

ART.1. Objects

The Artist declares him/herself to be the holder of all the rights to utilise the Master/Album “_____” (*insert a working title if not yet established*). S/he also assigns the selling rights of the Master/Album in exclusive to the “Company”. As is determined in the following art. 2., the “Company” is assigned, and accepts to receive, license for the production and publication of an audio/audiovisual recording of the aforementioned Master/Album. This recording will be suitable for transfer on disks, tapes, videodisks, videotapes 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”), and the consequent commercialization of the same.

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 transmitted to the Company. After five years, the license is tacitly renewed unless there has been a communication of cessation by the Artist or the Company at least three months prior to the natural expiration.

The Artist engages him/herself to deliver a Master/Album ready for printing, and to communicate all the related credits (date and place of recording, audio technician, etc.), and the Company engages itself to produce the media within 60¹ days from the date when the printing process starts; that date will be communicated to the artist with a 30 days’ notice. The present contract will be valid only and exclusively after the Company will have listened to and approved the final audio materials.

¹ In case of delay the Company will communicate the reason for it timely, together with the new scheduled date.



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ART.3. Title

The master's title is chosen together with the Artist/Licensors by the Company/Licensee.

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

The Artist/Licensors 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 duplication 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 to the Company 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 Artist/Licensors is bound to be a regular member of a Society in charge of collecting the relative rights (e.g. Itsright, Nuova Imaie). Societies such as the above-mentioned have no subscription fee.

ART.5. Duties of the Artist

EDIT: This article underwent a temporary modification following the emergency created by the European crisis of energy and raw materials. In order to understand the depth of the changes with respect to the original formulation, we kindly advise you to read and view the following link. Our duty and our mission will be to bring it back to its original terms as soon as the global situation will improve.

Link: <https://davinci-edition.com/modifiche-contrattuali/>

- 1) The Artist/Licensors engages him/herself to deliver to the Company 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) The Artist/Licensors will provide the Company with high resolution pictures (at least 300 dpi) for the graphical production process. Should these fail to respect the graphical and artistic standard, the Company reserves for itself the right to modify them, adding a hourly fee for this task; the fee will be quantified at the end of the task itself.
- 3) (*SEE ALSO ART.6.6.*) The Artist/Licensors engages him/herself to purchase copies of the Master/Album, also paying for the delivery costs from the office of the Distribution Company Egea Music (Saluzzo, Italy); the number of these copies is – at least – as follows:



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For Master/Album without works or tracks under copyright:

- 150 copies at Euro 3.74 each.
- 200 copies at Euro 3.40 each. (This is the minimum suggested purchase)
- 300 copies at Euro 2.88 each.
- 500 copies at Euro 2.6 each.

For requests lower than 150 copies or higher than 500, as well as for quantities different from those indicated here a separate estimate will be provided.

For Master/Album with works and tracks under copyright, published jointly with the Society², an added fee of 0.125 € will be charged; the compulsory minimum purchase will be of 200 copies.

For Master/Album with works and tracks under copyright, not published jointly with the Society, an added fee of 0.75 € will be charged; the compulsory minimum purchase will be of 200 copies.

All costs must be understood as being net of IVA³ and mailing expenses⁴.

4) The Artist engages him/herself to pay the resulting invoice in one tranche, at least ten days prior to the CD's printing, in the dates indicated by the Company or within seven days from the invoice sent by Egea Music.

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 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;

² The musical editions are managed, on behalf of Da Vinci Publishing, by Neuma Edizioni SAS, and are ruled in accordance with a separate agreement which must be signed compulsorily together with this contract.

³ The process of ordering, invoicing and managing the printing process and copyright are entrusted with an exclusive license to the Italian distributor Egea Music.

⁴ Indicative delivery expenses: ca. 45 Euro for 150 copies; 50 Euro for 200 copies; 65 Euro for 300 copies.



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- 3) Send the aforementioned Master/Album to at least six journals/reviews (e.g. Rivista Musica, BBC Music Magazine, Radio 3-Primo Movimento, Pizzicato, Radio Classica, Crescendo) chosen exclusively by the Company, and to send a digital copy to selected journalists who accept it. Upon request, the Artist will be notified the names of these journals.
- 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. 50 further copies, if the Artist purchases 300 to 499 copies;
 2. 100 further copies, if the Artist purchases more than 500 copies;
- 7) In case of purchase of 200 or more copies, the Company/Licensee engages itself to commission and/or translate at its own expenses the text of the album booklet.
- 8) To deliver the purchased media to the Artist within 90 days from printing.

ART.7. Optionals

Da Vinci Publishing offers promotional campaigns and services to which the Artist has the right to agree, and which constitute an addition to the above-mentioned conditions. The costs for these campaigns are indicative, and will have to be decided and established in a separate accord directly with Da Vinci Publishing's artistic direction. Please check and tick, if interested, the following boxes:

Abroad +: no fee

In order to respond to an increasing interest by the international distribution, the Artist/Licensee might choose to leave a pre-established number of his/her own copies at the distributor's. These will be employed only for distribution outside Italy; the Artist will be able to obtain a percentage increased by 45% at the moment of selling. The projects which can be considered for this option are decided with the Artistic Directorship of Da Vinci, who will detail the actual possibility of activating it.

Mailing campaign: indicative fee approx. 150-250€

Da Vinci Publishing will send the Album by courier to all reference journals. The list of the journals, as well as the final fee, will be agreed with the Artistic Direction



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Communication and Promotion Office (this option includes all promotional campaigns; should you choose this one, it is unnecessary to activate any other): approximate fee 1.200-2.000€.

The person in charge of Communication will advertise the new publications on journals and radio and will contact specialists and experts (such as music critics) both in Italy and abroad, within a constantly expanding network of contacts. This will also involve our website, our official social media and our newsletter, which currently numbers approximately 12,000 readers. The Artist will therefore get access to an important service of communication, not only at the national level. The modes of this campaign, as well as the activable services and their timing will be discussed exclusively with the person in charge, who will illustrate to the artist all journals, possibilities, and the number of working hours which will be dedicated to this project. In turn the Artist will be able to evaluate, at his/her sole discretion, the possible and actual activation of this campaign, discussing it directly with the person in charge and by signing a separate contract, different from the present one. By flagging the present option, therefore, no cost will be charged; it will simply mean the Artist's interest in exploring that option.

Promotional video: indicative cost 400-2,000 €. Da Vinci Publishing will commission to its staff of experts a promotional video regarding the album and the artist. The video's structure, its length and kind of realization will be discussed uniquely with the person in charge, who will illustrate the features to the Artist and will evaluate the possibilities and the possible requests and needs.

ART.8. Utilizations

The Company/Licensee will be in charge of establishing all times and modes of the Album's realization, including the kind of medium/media, the sales prices, the timing of commercialization (but respecting the deadline described at art. 6.1 above) and the possible withdrawal from commercialization, either temporary or definitive

ART. 9. Sales and payment

1) In exchange for the License, the Company/Licensee will pay the Artist/Licensor a percentage of 35% (thirty-five percent) for every copy actually invoiced (excluding the returned products), to be calculated on the sales price actually established and cashed by the Company to its distributor.

2) In exchange for the digital sales of the Album, the Company will pay the Artist a percentage of 50% (fifty percent) of the digital PPD for each track or album sold.

3) Six months after the first marketing of the media, the Company can sell the same at a discount price, without varying the above-mentioned percentages.



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4) The Artist will receive no payment for the promotional media distributed for free and those sent for free to the Artist according to Art. 6, §6.

ART. 10. Audit report and publication of the Financial Statements

1) All reports will be collated by the Distributor (Egea Music) which will present to the Company the general audit report of the sales and what is due to the Company. This will be done by March 30th. The amounts due to the Artist/Licensor will be available within 90 days after the Company/Licensee will have received them from the Society of Distribution, and will be paid according with the established timings and following a direct request by the Artist and 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/Licensor will be allowed to require the audit reports, and the Company/Licensee engages itself to provide them within 14 working days.

2) The Company 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 will pay the due sums in full, regardless of their amount.

3) The Artist acknowledges and accepts that the Company 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 to advance claims for damage compensation in such a case.

ART.9. Law and Place of Jurisdiction

This agreement is subject to Italian Law. For all controversies, the only Place of Jurisdiction is the Court of Reggio Calabria.

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.

Read, approved and signed in on _____

• ARTIST:

• Da Vinci Publishing-Presidente