

LABEL AGREEMENT [EXAMPLE]

THIS AGREEMENT d.d. ____ - ____ - 2022

BETWEEN

1. [RECORD COMPANY] (company number) of [ADDRESS] ("Company")

and

2. [ARTIST] of [ADDRESS] ("Artist") (jointly and severally where Artist is a group)

NOW IT IS HEREBY AGREED as follows:

1. Definitions

For the purpose of this Agreement the following words shall have the meaning set forth against them:

- 1.1. "Act" shall mean the Copyright Designs and Patents Act 1988 and any statutory re-enactment or modification thereto and any future legislation passed for the protection of performers.
- 1.2. "Album" shall mean a Record with a playing time of not less than thirty five (35) minutes of playing time and containing not less than ten (10) different Tracks (unless the Company agrees to the contrary in writing)
- 1.3. "Artist" shall mean the recording artists currently performing together as []
- 1.4. "Contract Period" shall mean the Initial Period or any of the Option Periods.
- 1.5. "Controlled Composition" shall mean any composition wholly or partly written owned or controlled by the Artist or any person, company or other entity in which the Artist has a direct interest.
- 1.6. "Delivery/Delivered" shall have the meaning set out in clause 6 of this Agreement.
- 1.7. "Master" shall mean the original fully edited fully mixed down master recording on digital stereo tape delivered under this agreement and containing original sound recordings of the Artist's performances or any part thereof.
- 1.8. "Name" shall mean "[]" or such other name as the Artist may use from time to time.
- 1.9. "Online Media" shall mean the dissemination of Records and/or Masters and/or Videos by downloads or streams over the internet or any other electronic or online form of distribution now known or yet to be discovered or invented including without limitation dissemination to mobile telephones and other devices
- 1.10. "Online Sales" shall mean distribution by Online Media
- 1.11. "Online Sales Net Receipts" shall mean all gross consideration monies solely attributable to Online Sales of recordings less all discounts liabilities taxes and other payments directly incurred by Company in connection with such Online Sales
- 1.12. "Record" shall mean gramophone vinyl disc compact disc DCC mini disc magnetic tape (whether in cassette form or otherwise howsoever) or any other contrivance or appliance whatever bearing or used for emitting sounds whether now known or developed or discovered at any time after the date of this Agreement and which embodies Masters.
- 1.13. "Single" shall mean a Record containing not less than two (2) Tracks and not more than three (3) Tracks.
- 1.14. "Term" shall mean the Initial Period (as defined in this Agreement) together with each (if any) successive Contract Period in respect of which Company shall have exercised its option

including any extension or continuation of any Contract Period pursuant to the provisions of this Agreement.

- 1.15. "Territory" shall mean [the World and its solar system]
- 1.16. "Track" shall mean the recorded performance of a musical composition with a playing time of not less than three (3) minutes when played at normal speed.
- 1.17. "Video" shall mean a disc tape or any other sight and sound carrier (whether now known or to be invented) which is used for emitting sound reproduced in synchronisation and/or in conjunction with visual images.
- 1.18. "Website" shall mean the website at [www.\[\]](http://www.[])
- 1.19. "Website Costs" shall mean any and all costs incurred in developing building, hosting and maintaining the Website
- 1.20. "Website Revenues" shall mean the Company's receipts directly and solely attributable to sales of merchandise made on the Website.

2. Engagement and Exclusivity

- 2.1. The Company engages the Artist jointly and severally to furnish to Company the Artist's exclusive services during the Term as musical performers upon the terms set out in this Agreement.

3. Term and Options

- 3.1. The Initial Period of this Agreement shall be a period commencing on the date of this Agreement and ending ninety (90) days after the release of the Minimum Commitment in the UK.
- 3.2. The Artist hereby grants to Company three (3) separate consecutive options to extend the Term for further periods commencing upon the expiry of the then current Contract Period and expiring twelve (12) months after such commencement or if later three (3) months after the delivery of the Minimum Commitment for such Contract Period (the "First Option Period", "Second Option Period" and "Third Option Period" respectively and collectively referred to as the "Option Periods") provided that no Contract Period shall in any event last for more than two (2) years.
- 3.3. Each option referred to in clause 3.2 above shall be exercised by Company serving upon the Artist written notice at any time prior to the expiry of the then current Contract Period. Notwithstanding any of the foregoing if at the date when the then current Contract Period would otherwise have expired Company has neither exercised its option to extend the Term for a further period nor notified the Artist that it does not wish to exercise such option then the following provisions shall apply:
 - 3.3.1. The Artist shall forthwith notify Company in writing that its option has not yet been exercised ("an Option Warning")
 - 3.3.2. Company shall be entitled to exercise its option to extend the Term for a further period as set out above at any time before receiving the Option Warning or within five (5) business days thereafter.
 - 3.3.3. The then current Contract Period shall be deemed to have continued until Company either exercises its option or gives notice to the Artist that it does not wish to exercise its option or until the end of such period of five (5) business days (whichever shall first occur) provided always that in the event that Company exercises its option to extend the Term then the commencement date of the relevant Contract Period shall be deemed to be the date such Contract Period would have commenced had Company exercised its option in a timely fashion without regard for the provisions of this clause.

4. Minimum Recording Commitment

- 4.1. The Artist agrees to record for Company and Company agrees to so record sufficient Tracks in the Initial Period to comprise [one (1) Single] and in each Option Period (if any) sufficient Tracks to comprise [one (1) Album] together with such extra Tracks as Company may reasonably require after consultation with the Artist in good faith for use as "B" sides and bonus

tracks (the "Minimum Commitment").

5. Recording Procedure

- 5.1. The selection of musical compositions to be recorded the engagement of producers and other creative personnel and the terms of such engagement the studios the method and manner of recording, the choice of artwork for the initial release of Records embodying the Minimum Recording Commitment and the choice of Singles shall be mutually agreed between Company and the Artist both acting in good faith.
- 5.2. Each Master made by the Artist shall be subject to the approval of Company (acting reasonably and in good faith) as being technically satisfactory for the manufacture of Records and the Artist will at the request of Company repeat any performance until Masters reasonably acceptable to Company are obtained.
- 5.3. All recording costs incurred in connection with the production of Masters under this Agreement shall be paid by Company and provided such recording costs shall have been agreed by the Artist shall be treated as an expense deductible from Gross Income under clause 9 below. The recording budget shall be mutually agreed by Company and the Artist. Any excess costs over and above the recording budget that are incurred due to either party's wilful neglect, omission or default shall be deducted from the offending party's share of Net Income under clause 9 below.

6. Delivery

- 6.1. Provided that Company shall have given the Artist reasonable opportunity to record the same the Artist will deliver to the Company Masters comprising the Minimum Commitment in the Initial Period and in each of the Option Periods no later than six (6) months after the commencement of the relevant Contract Period.
- 6.2. Notwithstanding the foregoing no Master shall be deemed Delivered unless it is technically satisfactory as set out in clause 5.2 above and until Company has received all necessary consents and permissions (including without limitation mechanical licences and (if applicable) sample clearances) to enable Company fully to exploit such Masters together with all label information and other information which Company may reasonably require.
- 6.3. For the avoidance of doubt it is agreed that unless any Master is rejected as not being technically satisfactory within fourteen (14) days of physical delivery of such Master to the Company then such Master shall be deemed to be accepted by the Company.

7. Grant of Rights

- 7.1. The Artist now assigns to Company (by way of present and future assignment) with full title guarantee the copyright, making available right and all other rights in the Masters recorded under this Agreement and any Video produced therefrom free from restrictions encumbrances and third party claims and hereby undertakes and agrees that Company will be entitled to exploit such rights in its absolute discretion subject to the terms of this Agreement throughout the Territory for the full period of copyright and all extensions and renewals thereof.
- 7.2. The Artist hereby grants to Company all necessary consents to enable Company fully to exploit the Masters recorded under this Agreement and any Video produced therefrom including all consents required under the Act.
- 7.3. the Artist hereby irrevocably and unconditionally:
 - 7.3.1. consents to the recording of the Artist's performances and the exploitation of the same in any manner whatsoever throughout the Territory as required by Part II of the Act and any similar enactment or other law anywhere in the Territory
 - 7.3.2. asserts as against Company its licensees and permitted assigns the benefits of any moral rights to which they are or may be entitled in respect of their contributions to Masters delivered under this Agreement.
 - 7.3.3. grants to Company the sole and exclusive right to use and to allow others to use the Name the Artist's individual names and other names by which they are known and the right to use and allow others to use the Artist's logo and approved likenesses and approved biographical material in connection with the promotion or exploitation of Masters Records and Videos.

- 7.4. The Artist will promptly execute all documentation at the request and expense of the Company (which shall be an expense under clause 9.3 of this Agreement) as may be reasonably necessary to give effect to this Agreement. Provided that, where appropriate, the Artist shall have the opportunity to take legal advice upon such documentation.
- 7.5. The Artist further grants to the Company the non-exclusive right (but not the obligation) to:
- 7.5.1. develop, build, host, service and maintain the official Website and to apply for domain name registration in respect of such website;
- 7.5.2. link the Website to such other websites as the Company may in its reasonable discretion decide
- 7.5.3. advertise promote and sell Records, merchandise and tickets for live events on the Website; and
- 7.5.4. in the event that the Artist maintains a separate website the right to hyperlink such site to the Website.

8. Release Commitment

- 8.1. Company shall release or procure the release in commercial quantities of Records for sale to the general public through recognised channels Records embodying the Minimum Commitment Masters in the United Kingdom within three (3) months after delivery of such Masters.
- 8.2. In the event that any Master is not so released on Record in the United Kingdom the Artist shall have the right to serve written notice upon the Company requiring Company to release the same within sixty (60) days of receipt of such notice. In the event that the relevant Master is not then released on Record the Artist shall have the right to terminate the Term of this Agreement by notice in writing.
- 8.3. In the event that the Artist terminates the Term in accordance with Clause 8.2 above the Company shall, at the request of the Artist forthwith assign to the Artist all rights in and to unreleased Masters Videos and any artwork and photographs made or commissioned pursuant to this Agreement subject to the Artist agreeing:
- 8.3.1. To perform any obligation of the Company in respect of the payment of third party producer royalties in respect of any subsequent release by the Artist or any third party authorised by the Artist of the relevant Masters.
- 8.3.2. Pay to the Company or procure the payment by any third party releasing the relevant Masters and/or Video a royalty (the "Override Royalty") of two per cent (2%) in respect of one hundred per cent (100%) of Records sold and not returned throughout the Territory calculated on the published price to dealers of the releasing party and subject to the same deductions and reductions therefrom as are applied in the calculation of the royalty payable to the Artist by such releasing party including without limitation withholding taxes and reserves in respect of the Masters provided that such reductions and deductions are reasonable and no less favourable to the Artist than those generally applied in recording agreements. Further if the Masters are included upon any Record together with other recordings not the subject of this Agreement then the Override Royalty payable to Company shall be pro-rated by the number that such Masters reproduced upon such Record bear to the total number of recordings thereon.
- 8.3.3. In the event that the aggregate of payments referred to in sub-clause 8.3.2 above and received by the Company shall recoup the total unrecouped recording costs and advances paid by Company in respect of the Master (so assigned in accordance with clause 8.3 above only) then, thereafter the Override Royalty shall be reduced to one per cent (1%) in respect of such Master calculated as set out above.
- 8.4. Company shall use all commercial endeavours to release or to procure the release by third parties of Records embodying all or a substantial number of the Minimum Commitment Masters for each Contract Period in each of the territories of USA, France, Germany and Japan (the "Major Markets") within one hundred and twenty (120) days of release of such Record in the United Kingdom. In the event that any Record is not released in any one or more of the Major Markets then the Artist shall be entitled to serve notice in writing upon the Company requiring such release in such Major Market(s) within thirty (30) days of receipt of such notice.

- 8.5. In the event that the Company then fails to release or to procure the release of the Record then the Artist may require that the Company licence such record to a third party chosen by the Artist in the Major Market specified in the notice referred to in this clause. In the event that any Record is licensed pursuant to the terms of this clause 8.4 then the royalty payable to the Artist in respect of Net Income from such third party shall be eighty percent (80%).
- 8.6. For the avoidance of doubt the making available of Records for sale through an Online Medium shall not constitute "release" for the purpose of this clause 8 or clause 13 below.

9. Royalties

- 9.1. In consideration of the rights granted under this Agreement Company shall pay to the Artist by way of royalty a sum equal to sixty percent (60%) of Net Income (as defined in sub-clause 9.2 below).
- 9.2. "Net Income" shall mean all monies received by Company arising from the exploitation of the Masters Website Revenues and Online Sales Net Receipts (or any of them) ("Gross Income") less any Value Added Tax and any other similar taxes and less the "Expenses" (as defined in sub-clause 9.3 below) for the avoidance of doubt Gross Income shall not include any monies received by the Artist or the Company in respect of PPL income but shall include monies received by the Company from VPL
- 9.3. "Expenses" shall mean the costs and expenses incurred by Company (or its licensees or permitted assigns which are chargeable to Company) in the making of the Masters and/or Videos and all manufacture packaging distribution promotion and exploitation and all other costs and fees and expenses incurred by Company (or by its licensees which are chargeable to Company) directly attributable to the Masters and/or Videos including but not limited to the following:
- 9.3.1. All agreed costs actually incurred in the recording and production of the Masters and/or Videos including studio facilities studio time tapes musician costs third party engineers' fees and costs equipment hire mixing costs and cutting costs;
- 9.3.2. All agreed sums paid or payable by way of advance and/or royalty to any third party producer or to any mixer or re-mixer of the Masters or to any person firm or company in respect of the exploitation of the Masters;
- 9.3.3. Any and all manufacturing costs paid or payable in respect of the Masters and all Records whether in disc tape or other form including the origination and duplication of any artwork and packaging materials including labels liner notes sleeves and tape containers and any and all storage costs.
- 9.3.4. Mechanical copyright royalties and synchronisation fees paid or payable to the copyright owners of the musical works featured upon the Masters;
- 9.3.5. The costs of postage and packing and all other expenses incurred in respect of the sale and distribution of Records including all costs charges and expenses paid or payable to any third party distributor or licensee in respect thereof;
- 9.3.6. Fees paid or payable for collecting or suing for monies due from third parties in connection with the Masters with the Artist's prior approval;
- 9.3.7. All reasonable advertising and promotion costs and expenses approved by the Artist and directly paid or payable in respect of exploitation of the Masters including any agreed production costs of any promotional video posters dealer mailing point of sale materials and marketing tools promotional appearances (including costs of necessary promotional travel and subsistence) and photographic sessions;
- 9.3.8. All reasonable legal fees and reasonable accounting fees and all other professional fees payable directly in relation to this Agreement and the sub-licensing of the Masters or the protection of rights in respect of the Masters to include Artist's legal fees in respect of the Agreement;
- 9.3.9. Any and all costs incurred in supplying parts to servicing and liaising with sub-licensees which are directly attributable to Masters;
- 9.3.10. Any other expense which is reasonably incurred in accordance with the terms of this Agreement and which is fairly to be regarded as an exploitation expense in respect of the Masters and/or Videos.

10. Advances

- 10.1. Company shall pay to the Artist the following minimum sums by way of non-returnable advances recoupable from the Artist's share of Net Income:
- 10.1.1. Initial Period - []
- 10.1.2. First Option Period - []
- 10.1.3. Second Option Period - []
- 10.1.4. Third Option Period - []
- 10.2. The advance for the Initial Period shall be payable as to one half (½) upon signature and one half upon Delivery of the Minimum Commitment for the Initial Period. The advances for the First to Third Option Periods shall be payable as to one half (½) upon the commencement of the relevant Option Period and one half (½) upon Delivery of the Minimum Commitment for the relevant Option Period
- 10.3. Save as provided for in this Agreement the Company shall negotiate with the Artist in good faith in respect of any payment to the Artist of further advances received by Company from third parties provided that sufficient monies shall have been received by Company to cover all outstanding and reasonably anticipated Expenses.

11. Accounting

- 11.1. Company shall have the right to collect all Gross Income under this Agreement and shall account to the Artist half-yearly in the form of a detailed statement showing Gross Income, Expenses and Net Income and the calculation thereof within ninety (90) days of 30th June and 31st December in each year. Any payment due to Artist shall accompany such statement.
- 11.2. All such statements shall be binding upon the Artist unless specific objection thereto is made within four (4) years after the date upon which they are rendered.
- 11.3. The Artist may appoint a representative to examine the books and records of the Company but only once in any calendar year. The Artist shall give notice in writing of intent to examine and the Company shall arrange for such examination to take place within 30 days of said notice and the Company will co-operate with any representative conducting such examination and make available copy documentation (including for the avoidance of doubt manufacturing records and third party royalty statements) relating to Gross Income and Expenses as may be required. In the event of any such examination revealing an under payment in excess of 10% or £2,000 (whichever is greater) of the monies shown due to the Artist on statements (or any of them) rendered and the subject of the examination the Company will forthwith pay the Artist's reasonable costs of examination thereof together with the outstanding sum and interest thereon at 3% above the Company's banker's published base rate from time to time.

12. Income / Withholding Tax

- 12.1. In the event that the Company shall be obliged by the laws of the Territory or any part of the Territory to deduct and withhold income or other similar tax from royalties or advances payable to the Artist under this Agreement the Company shall provide the Artist with a certificate of such deduction/withholding. In respect of any deduction/withholding required to be deducted in respect of payments by third parties to the Company, the Company undertakes to complete, execute and deliver all double taxation exemption documentation or other clearances as are available to prevent such deduction/withholding SAVE THAT where such exemption is not available but the Company receives a tax credit in respect of such deduction or withholding the Company shall account to the Artist for the Artist's share of all sums earned gross of any deduction/withholding.

13. Re-recording Restriction

- 13.1. The Artist undertakes that it will procure that Artist will not record for five (5) years from the end of the Term any composition released on Record by Company or its licensees during the Term or within six (6) months of termination or expiry of the Term.

14. Mechanical Licences

- 14.1. The Artist warrants and confirms that Company shall be able to obtain a mechanical reproduction licence in respect of each composition embodied in Masters recorded under this Agreement.
- 14.2. The Artist warrants and confirms that in respect of Controlled Compositions all such licences and consents shall be granted to Company on the statutory terms applying in each part of the Territory (or if none the standard terms). If in the USA and/or Canada the Company is unable to obtain an undertaking from its licensees to pay such mechanical royalties at a full statutory rate then the mechanical royalties shall be payable at seventy five percent (75%) of the minimum statutory rate at the date of recording of Records comprising the Artist's compositions.
- 14.3. Mechanical royalties in the USA and/or Canada shall not be payable on more than eleven (11) Tracks per Album or two Tracks per Single or on Fifty per cent (50%) of Records used for promotional purposes.
- 14.4. Notwithstanding anything to the contrary contained in this Agreement mechanical royalties in respect of Controlled Compositions shall be subject to the terms of such bona fide agreements or licences as Company may enter into from time to time. In concluding any such agreement in the USA and/or Canada Company will use best commercial endeavours to secure a more favourable rate than is provided for in sub-clauses 14.2 and 14.3 above and in the event that Company is able to secure such more favourable rate then such rate shall apply under this Agreement.
- 14.5. The Artist hereby warrants and confirms that Company shall be able to obtain an unrestricted perpetual synchronisation licence from the owners of the copyright in respect of Controlled Compositions which are embodied on Videos made hereunder for promotional purposes to enable Company and its licensees to exploit such Videos throughout the Territory for the full period of copyright and any extensions and renewals thereof in any form and in any manner (including without limitation commercial exploitation). In respect of the exploitation of Videos made primarily for promotional purposes the said synchronisation licence shall be granted free of charge.

15. Videos

- 15.1. Company shall mutually agree with the Artist concerning the making of Videos for promotional purposes and/or commercial exploitation and the storyboard budget and the identity of the director and producer of such Video shall be mutually agreed between Company and the Artist. The Company agrees to make not less than two promotional Videos in each Contract Period in respect of Masters released as Singles.

16. Promotional Appearances

- 16.1. The Artist warrants and confirms that it will appear at such times and places during the Term as Company shall reasonably require upon reasonable notice for promotional photographs interviews and for other personal appearances in connection with the promotion of Records comprising Masters made under this Agreement. Company shall reimburse the Artist for the Artist's reasonable out of pocket expenses in connection with such personal appearance(s) (which have not been so reimbursed by any third party).

17. Sampled Recordings

- 17.1. In the event that Artist wishes to include "sampled" extracts from third party recordings ("Sampled Recordings") on Masters recorded under this Agreement and/or extracts from third party compositions ("Composition Extracts") the Artist will inform Company in writing and obtain Company's approval in writing before commencing recording. Company will use reasonable endeavours to obtain all necessary licences and clearances from the copyright owners of such Sampled Recordings and Composition Extracts upon terms acceptable to Company and mutually agreed with the Artist in writing.
- 17.2. Any payments fees costs or royalties (including any legal costs) payable for the use of Sampled Recordings or Composition Extracts shall be treated as Expenses under clause 9 of this Agreement.

18. Warranties and Undertakings

The Artist warrants and undertakes that:

- 18.1. it is free and able to enter into and perform its obligations under this Agreement;
- 18.2. the Masters recorded under this Agreement shall not infringe the rights of any third party;
- 18.3. the Artist will indemnify Company in respect of any costs, expenses, losses, claims, liabilities or obligations including reasonable legal costs arising directly out of any breach by the Artist of any of the warranties, representations or agreements on his part made in this Agreement.

19. Force Majeure

- 19.1. Notwithstanding anything to the contrary contained in this Agreement in the event that its performance by either party is delayed or rendered impossible for any reason beyond their reasonable control including without limitation by reason of war invasion act of foreign enemy hostilities (whether war declared or not) civil war or commotion strike lock out or other labour dispute act of government or its agencies or officers or other prevailing authorities act of God (including without limitation fire storm flood earthquake) failure of technical facilities or default of third parties (other than Artist) then any such non-performance shall not constitute a breach of this Agreement and the operation of this Agreement shall be suspended for the duration of such impossibility Provided that if the Agreement shall be rendered impossible to perform for a period of six (6) continuous months either party shall be entitled to terminate the Term forthwith by serving notice in writing on the other party. In the event of any such suspension specific dates periods and time requirements referred to in this Agreement shall be postponed or extended accordingly.

20. Group Provisions

In the event that one (1) or more of the Artist shall cease to perform as a member of the Artist ("Leaving Member") Artist or Leaving Member shall promptly give Company notice of such occurrence ("Leaving Member Notice"). On receipt of such notice Company shall have the following rights:

- 20.1. The option to terminate the Term of the agreement with respect to the remaining members.
- 20.2. The option to continue the Term with respect to the remaining members. However, if no notice is given to terminate the Term within the period set out in Clause 20.5 below it will be deemed to continue. In the event that the Term continues Company and the remaining members shall continue to be bound by the terms of this Agreement.
- 20.3. The option within the period specified in Clause 20.5 below to engage the exclusive services of any Leaving Member as a recording artist. In the event that Company exercises such option the Leaving Member shall be deemed to have entered into an agreement with Company upon all the terms and conditions of this Agreement except that:
 - 20.3.1. The Initial Period shall commence upon the date of exercise of the option;
 - 20.3.2. The Leaving Member grants to Company that number of options to extend the Term of the Leaving Member agreement as at such time remain unexercised under this Agreement;
 - 20.3.3. The Minimum Commitment in the Initial Period for such Leaving Member shall be the same commitment for the Contract Period in which such notice was served;
 - 20.3.4. The advances payable shall be a fraction of the advances payable for the relevant Contract Period commencing with the advance payable for the Contract Period in which such member left, the numerator being one (1) and the denominator being the number of members of the Artist prior to receipt of the Leaving Member Notice.
 - 20.3.5. There shall be no cross-collateralisation between any Leaving Member's royalty account and the Artist royalty account or any other Leaving Member's account.
- 20.4. A Leaving Member shall not without Company's consent use the professional name of the Artist which shall remain the property of the Artist who continues to perform their obligations hereunder.
- 20.5. Company shall have the right to exercise the options referred to in 20.1, 20.2 and 20.3 above within forty (40) days of receipt of the Leaving Member Notice.
- 21. Miscellaneous
- 21.1. Either party shall (without prejudice to any other rights or remedies) have the right to terminate the Term forthwith by notice in writing served upon the other party if:

- 21.1.1. they become bankrupt or enter into liquidation other than for the purposes of a solvent reconstruction; or
- 21.1.2. a receiver or administrator is appointed in respect of all or a substantial part of their assets and is not discharged within ninety (90) days or if they make or seek to make any voluntary arrangement with their creditors; or
- 21.1.3. they are in breach of any of their fundamental obligations under this Agreement and shall fail to remedy such breach, if capable of being remedied, within thirty (30) days being given notice in writing of such breach.
- 21.2. Without prejudice to the Company's right to sub-licence set out above neither party shall have the right to assign the benefit of this Agreement without the prior written consent of the other party.
- 21.3. No waiver of any breach of any term hereof shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other term.
- 21.4. All notices or payments which either party shall deliver to the other shall be sent by pre-paid letter post addressed to the other at the address set forth herein or at such other address as may be communicated in writing from time to time. All such notices shall be deemed served at the date three (3) days after the date of said mailing or upon actual receipt by the addressee whichever is earlier.
- 21.5. Nothing in this Agreement shall be construed so as to imply a partnership between the parties.
- 21.6. A person who is not a party to this Agreement shall have no rights to enforce any term of this Agreement.
- 21.7. This Agreement contains all of the terms agreed between the parties and replaces all previous agreements written or oral and may not be varied except in writing signed by the parties hereto.
- 21.8. This Agreement shall be governed and construed in accordance with Dutch Law and the Courts of Amsterdam shall be the Courts of sole jurisdiction.
- 21.9. The Clause headings do not form part of and shall not be read into the construction of the Agreement.

If the above correctly reflects your understanding of our agreement please sign where indicated below. By signing you confirm that you have been advised by us and have also taken independent legal advice from an entertainment industry lawyer.

The Company
Date: _____

the Artist
Date: _____