



**Head of Agreement
31. December 2020**

▼ Exclusive Licensing between ▼

Artist

Vogelsang Digital OÜ

Sepapaja 6
15551 Tallinn
Estonia

Licensor

Licensee

The Licensor hereby grants the Licensee the exclusive right to use and produce, manufacture, promote, sell, distribute, advertise, publicly perform, broadcast the Master Recording through the Territory - in each manner and in each Physical (e.g. Vinyl, Tape, CD, CD-Rom, 7inch, 12inch) & Digital form (e.g. in data networks, in particular the right to encode, format, couple, reproduce, distribute, store, mix, make available for download and streaming via any download shop(s), mobile platform or subscription service(s) known at the date of execution hereof.

The Licensor also grants the Licensee the non-exclusive right to use and allow others to use the name(s), approved likeness(es), approved biographical material, logos and/or trademarks of the Artist and/or Licensor in connection with the advertising, promotion and/or sale of records manufactured from the Master Recording hereunder or in connection with the rights granted hereunder.

Artist

Label Amselcom

Tracks

Format digital

Publishing Copyright control

Territory Universe

Term Amselcom will be the master owner of the above-mentioned titles for an everlasting period of time.

Royalties digital 50/50 share of net digital income after deduction of mastering, promotion, marketing, artwork, legal costs, system fee, remix and or video costs, mechanicals and label costs.
Artist share of the production costs per track for the artist are 100€ Including analog Mastering, DJ, Radio, Blog Promo. Customized pitching to all major DSP's & Social Media promo. Recoupable by 100% of the Artists royalties.
Vinyl production costs are 100% recoupable on digital sales.

3rd party deals 50/50 Share of all net proceeds derived from the licensing to third parties minus any legal or administration costs.

Remix fee Original artist doesn't earn royalties from remixes. The remix is treated the same way as an original by recouping itself.

Image & Text The artist is responsible of producing and delivering press photos and bio texts 6 weeks ahead of the release date. The release text will be finalized by Amselcom.

Video costs Licensee or any of its licensees shall be entitled (but not obliged) to commission the production of promotional or commercial videos or other audiovisual recordings synchronizing the Master Recording hereunder with visual images. All videos or other audiovisual recordings so commissioned by Licensee or any of its licensees shall be subject to the following provisions:

Licensee or its licensees shall be entitled to submit such videos for broadcast, transmission or other public performance without Licensor's prior written consent; the costs relating to the production, editing or copying of such videos shall be borne by Licensee or its licensees and shall be recoupable to the extent of 100% (hundred percent) against all royalties and any other remunerations owed by Licensee to Licensor pursuant to this Agreement and any other agreements between parties.

Licensee shall own such videos throughout the Territory and in perpetuity.

Licensee can make the videos so commissioned hereunder available to any of its licensees for a reasonable contribution, to be collected by Licensee without further obligations towards Licensor.

Royalty Rate Synchronization, & 3rd Party rights 50/ 50 Split of the Net Income between Licensor and Licensee. Licensee is empowered to negotiate Synchronization requests.

Royalty Inhouse Compilation 50/50 Share of all net proceeds derived from the in- house compilation minus any legal or administration costs.

Interference The artist warrants that he/she has no other contract or agreement which will interfere in any matter with this agreement. The artist warrants that he/she is the sole owner of the master recordings and has the right to transfer these rights to Amselcom.

Artist name	The artist warrants that he/she has the right to use the above-mentioned artist's name.
Accounting	Payments will be made biannually within 90 days.
Payment	Payment will be done upon receipt of an official invoice. Without an invoice Amselcom cannot and shall not pay any money to the artist. If the total outstanding payment due is less than 100.00 Euro the money due is transferred to the next period. If your royalties do not reach that amount, you will not hear from Amselcom until they do.
Samples	<p>If the track(s) mentioned above contain any copyright protected samples which would require sample clearance and the artist has failed to mention this to Amselcom beforehand, the possible consequences will be accounted to the artist.</p> <p>If the artist makes a notice of the use, Amselcom will try to clear the used samples. If this is not possible the artist will have to remove the sample from their track(s) or be held responsible in the case of copyright infringement might the artist decide not to do so.</p>
Warranties	The artist agrees to indemnify, defend and hold harmless Amselcom from any liability damages, costs or expenses (including reasonable attorney fees) arising out of any claim demand or action which is inconsistent with any representation made by the artist under this agreement. This includes, without limitation violations of copyright, trademark, invasion of privacy, violation of right to publicity, defamation and any other rights of third parties.
Additional clause	This contract is valid even without a signature as soon as the first statements have been received via eddy.app and an invoice for the statements has been submitted and paid. The contract that can be viewed in eddy.app corresponds to the HOA21, even without explicitly mentioning it there.

Artwork and direction

Amselcom will arrange all artwork related tasks. The artist is not responsible for any art direction related concerns.

Governing Law

Laws of Estonia
Upon signature of this Head of Agreement, it shall constitute a full and binding agreement between the parties until and unless replaced by a long form agreement between the parties.

Tallinn,

31 December 2020

For and on behalf of Licensor

For and on behalf of Licensee

