



**HEAD OF AGREEMENT**  
**01. February 2025**

**▼ Exclusive Licensing between ▼**

You (Artist)

*hereinafter referred to as „LICENSOR“*

and

Amselcom

*hereinafter referred to as „LICENSEE“*

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The LICENSOR grants the LICENSEE the exclusive right to use, produce, manufacture, promote, sell, distribute, advertise, publicly perform, and broadcast the Master Recording within the Territory. This includes all physical and digital formats (including data networks). The LICENSEE may encode, format, reproduce, distribute, store, mix, and make the Master Recording available for download or streaming through any existing download stores, mobile platforms, or subscription services.

Additionally, the LICENSOR grants the LICENSEE a non-exclusive right to use, and allow others to use, the Artist's or LICENSOR's approved name(s), likeness(es), biographical material, logos, and trademarks for advertising, promoting, and selling records made from the Master Recording or in relation to the rights granted in this agreement.

<b>Artist</b>	
<b>Label</b>	Amselcom or sublabel hosted by Amselcom
<b>Tracks</b>	
<b>Format</b>	Digital
<b>Publishing</b>	Amselcom Publishing, unless the LICENSOR is affiliated with a different publisher
<b>Territory</b>	Worldwide
<b>Ownership</b>	LICENSEE will remain the master owner of the above-mentioned titles indefinitely.
<b>Royalties (Digital)</b>	Net digital income is split 50/50 after deducting costs for mastering, promotion, marketing, artwork, legal fees, system fees, remixes, mechanicals, and label expenses.
<b>Artist Production Costs</b>	The artist's share of production costs per track is €200, covering analog mastering, DJ, radio, and blog promotion. Includes customized pitching to major DSPs and social media promotion. Fully recoupable from the artist's royalties. Vinyl production costs are 100% recoupable from digital sales.
<b>Third-Party Licensing</b>	Net proceeds from third-party licensing deals are split 50/50, minus legal and administrative costs.
<b>Remixes</b>	The royalty split for remixes is negotiable on a case-by-case basis, with a standard 50/50 split unless otherwise agreed.
<b>Royalty Rate, Synchronization &amp; Third-Party Rights</b>	Net income is split 50/50 between the LICENSOR and LICENSEE. The LICENSEE has full authority to negotiate synchronization requests.
<b>Royalties: In-House Compilation</b>	50/50 split of all net proceeds from in-house compilations, after deducting legal and administrative costs.
<b>Interference</b>	The LICENSOR confirms they have no other contracts that could interfere with this agreement. The LICENSOR guarantees they are the sole owner of the master recordings and have the full right to transfer these rights to the LICENSEE.
<b>Artist Name</b>	The LICENSOR warrants that they have the right to use the artist name mentioned above.
<b>Accounting</b>	Payments will be made biannually within 90 days.

**Payment**

Payments are made only upon receipt of an official invoice. The LICENSEE cannot and will not issue payments without an invoice. If the total outstanding royalties are less than €200, the amount will roll over to the next payment period. If royalties do not reach this amount, the LICENSEE will not provide an update until the threshold is met.

**Samples**

If the track(s) contain any copyright-protected samples requiring clearance, and the LICENSOR did not disclose this to the LICENSEE in advance, the LICENSOR will be responsible for any legal consequences. If the LICENSOR notifies the LICENSEE about sample usage, the LICENSEE will attempt to clear the samples. If clearance is not possible, the LICENSOR must either remove the sample or accept full responsibility for any copyright infringement.

**Warranties**

The LICENSOR agrees to indemnify, defend, and hold the LICENSEE harmless against any liabilities, damages, costs, or expenses (including reasonable attorney fees) arising from:

- Copyright, trademark, privacy, or publicity rights violations
- Defamation claims
- Any other third-party claims that contradict representations made by the LICENSOR under this agreement.

**Additional Clause**

This contract is valid even without a signature as soon as the first royalty statements have been received via email, and an invoice for the statements has been submitted and paid.

**Governing Agreement**

Upon signing this Head of Agreement, it becomes a full and binding contract unless replaced by a long-form agreement between the parties.

Date:

Date: 01.02.2025

Place:

Place: Guatemala City

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LICENSOR



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LICENSEE