



Publishing Agreement

The following shall constitute an agreement ("Agreement") on this

Date

between

Full, Second & Surname („Writer“), ipi (optional)

Artist Name

Address, Street, ZIP, Town/City, State/Country

and

Dennis Weitzel, FBP Music Publishing ("Publisher")
Mierendorffstrasse 27, 60320, Frankfurt/Germany

with respect to an exclusive publishing agreement between Writers and Publisher. The effectiveness of this Agreement shall not be affected by a change of name and/or personnel of Writers' group.

1. TERM:

(a) The initial term ("Initial Term") of this Agreement shall commence on the date hereof and shall continue for an Initial Contract Period ending 5 years from the date of this Agreement.

(b) This Agreement shall be renewed for a period of twelve (12) months automatically unless Publisher or Writer shall give written notice of termination not later than thirty (30) days prior to the expiration of the Initial Term or the then current renewal period, as applicable, subject to the terms and conditions in this Agreement.

2. TERRITORY: The World ("Territory").

3. SCOPE OF AGREEMENT:

(a) Subject Compositions: listed in the agreement or submitted online via the submission form.

(b) Subject to those requirements and/or restrictions set forth herein, Writers hereby gives the Publisher the administer right to collect one hundred percent (100%) share of Writers' copyright interest and transfer Royalties in all registered Compositions under (a) Subject Compositions to the Writer's Performance Royalty Organization or accountings. In the case of co-written compositions (collectively referred to as "Subject Compositions") Publisher shall have the exclusive rights to administration of the Subject Compositions for the term of this agreement in each instance in the Territory.

(c) In the case of co-written compositions, such co-ownership and administration shall only extend to Writers' fractional interest, calculated by multiplying one hundred percent (100%) by a fraction, the numerator of which is Writers and the denominator of which is the total number of contributing writers.



(d) Publisher and Publisher's foreign subsidiaries, affiliates and licensees have the fullest possible rights to administer and exploit the Subject Compositions, to print, publish, sell, dramatize, use and license any and all uses of the Subject Compositions, to execute in its own name any and all licenses and agreements whatsoever affecting or respecting the Subject Compositions, including but not limited to licenses for mechanical reproduction, public performance, dramatic uses, synchronization uses and subpublication, and to assign or license such rights to others, to utilize Writers' name and likeness in connection therewith and to execute PA forms (and other routine copyright documents) in Writers' names and on Writers' behalf as attorney-in-fact (which appointment is coupled with an interest and is therefore irrevocable). This statement of exclusive rights is only in clarification and amplification of the rights of Publisher and not in limitation thereof.

4. COLLECTION OF INCOME:

Publisher is entitled to receive and collect and shall receive and collect all gross receipts ("Gross Receipts") derived from the Subject Compositions. "Gross Receipts" is defined as any and all revenue, income and sums derived and actually received by Publisher in Germany from the exploitation of the Subject Compositions, including without limitation, mechanical royalties, synchronization fees, dramatic use fees, printing income and the publisher's share of public performance fees. In the event Publisher or Publisher's subsidiaries or affiliates in Germany shall print and sell any printed editions of any of the Compositions, Gross Receipts with respect thereto, for the purposes of this Agreement, shall be deemed to be a royalty on the net paid sales of each printed edition, which royalty shall be equal to the then current royalty generally being paid by print licensees in Germany to unrelated music publishers.

5. ROYALTIES/ SALES SHARE:

Publisher shall receive full Publisher Share and the Writer shall receive full Writer Share. All Publishing royalties will be stated and reported directly by the Royalty Societies to both parties. The publisher independently sells recordings, digital files or streams via the InHouse- or affiliated Record Companies. The revenue will be split between Writer 60% and Publisher 40%.

6. COLLECTION OF PERFORMANCE ROYALTIES:

(a) Small performing rights in the Subject Compositions, to the extent permitted by law, shall be assigned to and licensed by the performing rights society to which both parties belong. Said society shall be and is hereby authorized to collect and receive all monies earned from the public performance of the Subject Compositions and shall be and is hereby directed to pay directly to Publisher the entire amount allocated by said society as the publisher's share of public performance fees for the SC(s).

(b) If any musical composition acquired in whole or in part by Writers during the term hereof or by Publisher under the provisions or the Agreement shall have been written or co-written by a member of a performing rights society other than the society to which the parties hereto belong, said musical composition or the appropriate share thereof shall be a Composition hereunder, co-owned by an affiliate of Writers which shall be a member of said other society, and administered by Publisher's affiliate.

Annexed hereto is the form of letter of direction and assignment from Writers to BMI which shall effectuate the provisions of this paragraph. Writers shall sign and deliver to Publisher copies of said letter simultaneously herewith, and in default thereof Publisher is hereby authorized and empowered by Writers to sign copies of this letter for and on behalf of Writers and submit same to the appropriate society.



7. COLLECTION OF MECHANICAL ROYALTIES:

Mechanical royalties for the Subject Compositions may be collectible by Publisher, provided, however, that Publisher shall, in the case of any record company affiliated with Publisher, issue the mechanical licenses directly to said record company at the then current statutory rate (with such reduced rates for special types of sales or distribution for which Publisher customarily grants reduced rates to nonaffiliated record companies) and collect mechanical royalties directly therefrom, in which case there shall be no collection fee as referred to in clause 4 above.

8. SUBPUBLISHING AGREEMENTS:

Publisher may enter into subpublishing or collection agreements with, and license or assign this Agreement and any of its rights hereunder and delegate any of its obligations hereunder to, any persons, firms or corporations in the Territory. If Publisher is or shall be a party to any subpublishing, collection or administration agreement for any country of the world with a subsidiary or affiliate, such agreement shall be deemed to be an agreement with an unrelated third party and, for the purposes of this Agreement, such agreement shall be deemed to be on a basis no less favorable to Publisher than an agreement providing for the subpublisher to receive fifty percent (50%) of the mechanical royalties computed at the source, fifty percent (50%) of public performance royalties computed at the source and ten percent (10%) of suggested retail selling price on printed editions.

9. ACCOUNTING:

a) No royalties shall be payable to Writer by any of Publisher's licensees until payment therefore has been received by Publisher or credited to Publisher's Account. Royalties payable by any such licensees shall be deemed to have occurred in the semi-annual accounting period during which such licensees shall have rendered to Publisher accounting statements for such sales.

b) Royalties received or credited to Publisher's account from outside of Germany shall be computed in the national currency in which Publisher is paid by Publisher's licensees, shall be credited to Writer's royalty account hereunder at the same rate of exchange as Publisher is paid, and shall be proportionately subject to any transfer or comparable taxes which may be imposed upon Publisher's receipts.

c) Company shall maintain books of account concerning the sale of Records hereunder. Writer, or a certified public accountant, in Writer's behalf, may, at Writer's sole expense, examine Company's said books (relating to the sale of Records hereunder) solely for the purpose of verifying the accuracy thereof, only during Company's normal business hours and upon reasonable written notice.

10. RIGHT TO PROSECUTE CLAIMS:

Publisher shall have the sole right but not the obligation to prosecute, defend, settle and comprise all suits and actions respecting the Subject Compositions, and generally to do and perform all things necessary concerning the same and the copyrights therein, to prevent and restrain the infringement of copyrights or other rights with respect to the Subject Compositions. In the event of the recovery by Publisher of any monies as a result of a judgment or settlement, such monies shall be divided between Writers and Publisher in the same shares as provided in clause 5 above, after first deducting the expenses of obtaining said monies, including counsel fees, and paying any necessary share thereof to Composer or any other writers. Writers shall have the right to provide counsel for yourself, but at Writers' own expense, to assist in any such matter. Any judgments against Publisher and any settlements by Publisher of claims against Writers respecting any of the Subject Compositions, together with costs and expenses, including counsel fees, shall be covered by the indemnity provisions of paragraph 12 hereof, and Writers' indemnity payment thereunder shall be paid to Publisher promptly upon demand and may also be recouped by Publisher from any and all sums that may become due to Writers hereunder.



11. WARRANTIES and REPRESENTATIONS:

Writers hereby warrant and represent that they have the right to enter into this Agreement and to grant to Publisher any rights granted herein, and that the exercise by Publisher of any and all rights with respect to the Subject Compositions will not violate or infringe upon any common law or statutory rights of any person, firm or corporation, including without limitation, contractual rights, copyrights and rights of privacy. The rights granted herein are free and clear of any claims, demands, liens or encumbrances. Writers acknowledge that Publisher has the right to administer and publish compositions in Writers' SC(s).

12. INDEMNIFICATION:

Both Publisher and Writers agree to and do hereby indemnify, save and hold each other harmless of and from any and all loss and damage (including reasonable attorney's fees) arising out of or connected with any claim by any one or more third parties or any act by each other which is inconsistent with any of the warranties, representations, and/or agreements made by each party herein, and agree to reimburse each other on written demand for any reasonable payment made by either party at any time with respect to any liability or claim to which the foregoing indemnity applies. Pending the determination of any claim involving such alleged breach or failure, Publisher may withhold sums due Writer hereunder in an amount consistent with such claim.

13. CURE OF BREACH:

Neither party will be deemed in breach unless the other party gives notice and the notified party fails to cure within 30 days after receiving notice (15 days, in the case of a payment of money); provided, that if the alleged breach does not involve a payment of money and is of such a nature that it cannot be completely cured within 30 days, the notified party will not be deemed to be in breach if the notified party commences the curing of the alleged breach within such thirty day period and proceeds to complete the curing thereof with due diligence within a reasonable time thereafter. However, either party shall have the right to seek injunctive relief to prevent a threatened breach of this Agreement by the other party. All payments required to be made by Publisher hereunder shall be subject to any rights and/or remedies which may otherwise be available to Publisher in the event of a breach of this Agreement on Writers' part not cured in the manner prescribed above, and to any withholding which may be required by the rules and regulations of any taxing jurisdiction having authority.

14. NOTICES and CONSENTS:

(a) Notices shall be sent registered or certified mail (return receipt requested) with postage prepaid, to Writers and to Publisher at the following addresses until written notice of a new address shall be duly given:

To Writer:

Real Name, Band/Artist Name („Writer“)

and

To Publisher: FBP Music Publishing, Mierendorffstrasse 27, 60320, Frankfurt/Germany

(b) Statements (and payments, if applicable) shall be sent by ordinary mail. Where the consent or approval of a party is required, it shall not be unreasonably withheld (unless expressly provided otherwise herein) and shall be deemed given unless the party whose consent or approval has been requested delivers notice of nonconsent or disapproval to the other party within fifteen (15) days after receipt of notice requesting such consent or disapproval.



15. ENTIRE AGREEMENT:

This Agreement sets forth the entire understanding between the parties, and cannot be changed, modified or cancelled except by an instrument signed by the party sought to be bound.

16. LAW AND FORUM:

This Agreement has been entered into in, and is to be interpreted in accordance with the laws of Germany. All actions or proceedings seeking the interpretation and/or enforcement of this Agreement shall be brought only in the State or Federal Courts located in Frankfurt, Germany, all parties hereby submitting themselves to the jurisdiction of such courts for such purpose.

17. MISCELLANEOUS:

(a) Nothing contained herein shall constitute a partnership between or a joint venture by Publisher and Writers.

(b) If any provision of this Agreement shall be declared invalid, same shall not affect the validity of the remaining provisions hereof.

(c) No waiver of any provision of this Agreement or of any default hereunder shall affect the waiving party's rights thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.

(d) The Writers' obligations under this Agreement are joint and several. All references to "Writers" include all members of the group collectively and each member individually, unless otherwise specified herein.

(e) "Writers" shall refer to the members of the group as presently comprised and such other individual(s) who at any given time during the term hereof shall then comprise the group. Any substituted individual of Writers' group will be deemed a party to this Agreement and shall agree in writing to be bound by all of the terms and conditions of this Agreement. Writer shall promptly deliver to Publisher any documents as Publisher may require executed by such substituted member as Publisher, in its judgment, may deem necessary or advisable to effectuate the institution of such substituted member.

The effective date of this Agreement shall be the first date written above.

Publisher: FBP Music Publishing

By: _____

Dennis Weitzel, Mierendorffstrasse 27, 60320, Frankfurt/Germany

Writer:

Real Name („Writer“)

Signature

Date



Subject Compositions

SONG TITLE	ARTIST NAME	LYRIC WRITER	MUSIC WRITER

Writer:

Real Name(,Writer")

Signature

Date