

AGREEMENT

BETWEEN

CONCORDE AVENUE/STUDIO JUMBO SARL
17, Avenue de la concorde
77290 – Mitry-Mory
FRANCE
Rcs : 4786666688
Represented by its manager : Eric Laloue

Hereafter called **« THE MUSIC PRODUCER »**

ON THE ONE HAND,

AND:

COMPANY

.....
.....
.....

Hereafter called **« THE COMPANY »**

Represented by:

ON THE OTHER HAND.

THIS CONTRACT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS :

The MUSIC PRODUCER certifies and guarantees to be the owner of the rights of use of the recording's title

« »
Composer : »
Publishing :
N° ISRC :
hereafter called « the TRACK »

The MUSIC PRODUCER guarantees he is authorized to grant the COMPANY the rights to use the track, as stipulated hereunder.

The COMPANY makes or gets directed a promotional video presenting its activities on its website, that we will call « COMMERCIAL OR SHORT FILM » hereby. The COMPANY would like to use the track « » as a theme music.

NOW, THEREFORE, IT IS AGREED AND DECIDED AS FOLLOWS :

Clause 1 / Object :

The MUSIC PRODUCER grants the COMPANY the non-exclusive right to incorporate the track as a theme music of the COMMERCIAL or SHORT FILM. The MUSIC PRODUCER allows the track to be adjusted within several formats/lenghts, provided those adjustments are still used to be a theme music of the COMMERCIAL OR SHORT FILM.

Clause 2 / Territory :

.....

Clause 3 / Terms :

The hereby broadcasting permission on the territory as defined in clause 2 above is granted for one year from January the 1rst 2012, date of the first public representation of the COMMERCIAL or SHORT FILM. Renewable by tacit agreement for an equivalent lenght.

Clause 4 / Ways of broadcasting:

1. The current authorization is granted for the broadcasting of the COMMERCIAL or SHORT FILM sound disigned with this sound track via the following media and ways :

a Internal communication within the group of the COMPANY, as well as the group the COMPANY may belong.

b Internet website of the COMPANY and internet website of the group the COMPANY may belong, under the following conditions:

Picture(s)/Text(s) associated with the track have to be the ones created for the needs of the COMMERCIAL or SHORT FILM

It shall not be any opportunity for users downloads of the track (no MP3 format), as well as the COMMERCIAL or SHORT FILM

2 The current authorization is granted provided that:

a. the COMPANY, using the track as a theme music of the COMMERCIAL or SHORT FILM, does not proceed to any modification, change, transformation, splintering of the track unless it is useful to the sound designing of the COMMERCIAL or SHORT FILM. What's more, any use or change of the track shall not damage moral rights of the artists/performers of the track.

b. the track as a theme music of the COMMERCIAL or SHORT FILM is only used for an Internet presentation or for an internal communication.

c. It is hereby agreed that every other way of running than these considered above will be submitted to the prior and written agreement of the MUSIC PRODUCER.

Clause 5 / Royaltys :

- 1 The current authorization is agreed by the MUSIC PRODUCER to the COMPANY on the substantial and suspensive condition that the COMPANY pays a ...**NEGOCIATE**..... royalties to the MUSIC PRODUCER, thirty days after the signature of the current agreement and on January the 1rst of each year in case of renewal of the current agreement.
- 2 The royalty provided above by the clause 5.1 is payable by cheque, transfer or any other way, to **CONCORDE AVENUE** according to the corresponding invoice. A bill will be made out every year in case of renewal or the current agreement.
- 3 The current authorization will only be considered granted after the complete payment of the current royalty by the COMPANY to the MUSIC PRODUCER.
In case of non-payment of the royalty provided above by the clause 5.2, the current agreement will be rescind in its own right.
- 4 After payment, and assuming that the COMPANY would waive to use the track as a theme music of the COMMERCIAL or SHORT FILM or would put a stop to its broadcast before the current agreement's end, it is understood that the aforementioned royalty will still and fully remains to the MUSIC PRODUCER.

Clause 6 / Copyright :

The following mentions have to be clearly visible on the COMMERCIAL or SHORT FILM :

« » composed by

Clause 7/ Miscellaneous :

7.1 For the hereby enforcement, the involved parties are based at their respective addresses, specified in the page header of the hereby. Each party is required to notify, without any delay, by registered letter with acknowledgment of receipt to the other party, every change of address that may occur during the implementation of the hereby.

7.2 The applicable law of the current agreement is French law. The involved parties will strive to find amicable agreement for every litigation or argument that could arise from interpretation, validity and/or enforcement of the hereby, before any resort for which parties expressly agree to attribute to the exclusive competence of the courts of Paris.

Paris, on January the 1rst 2012, in two original copies, each party admitting having received his copy.

Read and agreed:

Read and agreed:

The MUSIC PRODUCER

THE COMPANY

CONCORDE AVENUE/STUDIO JUMBO