

<http://www.3Dudioshop.com>

ARTIST DISTRIBUTION CONTRACT

3Dudioshop.com is a website constituting a Platform for online distribution of musical works, pursuant to free distribution licenses, accessible at the following address: <http://www.3Dudioshop.com>

This website is operated by the company :

A&G Soluzioni Digitali
4, via Marradi
57126 Livorno
Italy
P.IVA 01342770508

Hereinafter referred to as « A&G ».

A&G offers contracting ARTISTS nonexclusive distribution of their works of art, particularly by re-mastering them on SD cards using A&G's proprietary spatialisation technology. Throughout the entire duration of the contract, the ARTIST may select new modes of exploiting his Works proposed by A&G.

According to the mode of exploitation selected by the ARTIST, A&G will put the Works at the Users' disposal from the platform, and will also develop the search for, and conclusion of, commercial partnerships with other platforms and partners in order to promote, enhance and distribute the Artists and their Works especially with users of these other sites.

The purpose of this contract is to set forth the terms and conditions for A&G's nonexclusive distribution of the musical works delivered to it by the ARTIST, provided that the latter agrees herewith and follows the entire procedure for delivering the Works.

ARTICLE 1 - DEFINITIONS

For the purposes of this contract, key terms herein are defined as follows:

SD CARD designates a set of Works that the ARTIST provides to A&G. Each SD CARD is composed by four soundscape or soundscape compositions.

ARTIST designates an owner or the representative of an owner of copyrights and/or related rights in the Works, who commits to comply with this contract, identifiable by A&G after his registration for A&G's services on the site by filling out the appendix 1 first article's form. This term also designates the holder of a corresponding Paypal Account.

ARTIST ACCOUNT designates the personal Webpage of an ARTIST, to which he has access by means of an identifier and a personal password that he receives at the time of his registration, giving him access to:

- the Yoursoundscape.ning.com social network Interface;
- information sent by the Yoursoundscape Newsletter.

ILLICIT CONTENT designates any content (text, voice, image, sound, etc.) of such a nature as to infringe on any recognized rights of third parties (whether they are natural persons, legal entities, groups or community...), regardless of the applicable legislation. Any content that might infringe on literary or artistic property rights or personal rights, as well as any content that might constitute an apologia for war crimes, crimes against humanity and, more generally, any form of discrimination against one or more categories of persons is particularly deemed to be illicit content.

DOCUMENTATION designates all of the contracts, forms and information that constitute the documentary framework for the exploitation of Works throughout the application of this contract, such as:

- this Contract for Distribution of musical works, including its Appendix 1;
- the Information Sheet filled out for each SD CARD provided, an example of which is reproduced in Appendix 1;
- the Interface;
- Newsletters that are sent regularly to the ARTIST at his e-mail address.

FORMATS designates the various digital formats under which the Works may be adapted, reproduced and distributed, as required by the modes of exploitation that A&G proposes to Users and to Commercial Partners.

INTERFACE designates the Webpage accessible in the Artist's account, consisting of screens and forms, the purpose of which is to recapitulate for each Work the PROGRAMS joined by the ARTIST, and to offer him new ones.

LICENCE designates free distribution licenses (Creative Commons, Art Libre). The distribution of works by A&G assumes the choice of a license from among those that are proposed for each Work. If agreements result in the development of new licenses related to the distribution of free works, the ARTIST will be so advised by the newsletters that he receives or by information inserted in his Artist page. The ARTIST may then decide whether he wants the application of a new free distribution license to the entirety, or to one or more, of his Works.

MATERIAL designates, if such exists, the text of the Works' words, and all of the documents (photograph, drawing, SD CARD jacket, biography, etc) intended for promotion of the Works on line.

WORK (S) designates musical works created and/or performed by the ARTIST, that have been delivered to A&G, which will be designated, with information related thereto, in the table of appendix 1. Works consisting only of recited texts without melodic and/or rhythmical accompaniment are not deemed to be musical works.

DERIVED WORKS designates any literary and artistic Works that include all or part of a Work, and/or any content protected for any reason by any present or future national and international legal standard.

COMMERCIAL PARTNERS designates any third parties with which A&G has established or will establish commercial relationships, assuming that these third parties and/or their users have access to Works that may generate income from advertising or any other source.

PLATFORM designates any digital platform of media distribution in any form whatsoever.

PEER TO PEER (or P2P) designates peer to peer networks of exchanges to which each user has free access. In particular, A&G provides its Users with technical means for listening to and downloading Works, thus enabling them to exchange them with users of P2P networks and Platforms.

PROGRAM(S) designates a group of commercial or other partnerships, the purpose of which is to promote the Works and/or to generate income for the Artists.

SITE designates the website operated by A&G at www.3Dudioshop.com.

USERS designates any person identified and registered for A&G's services, who agrees to the General Terms and Conditions of Use of the Service, and who has the right to use the services put at his disposal.

ARTICLE 2 - MODES BY WHICH THE ARTIST DELIVERS THE WORKS

2.1 - ARTIST registration

An ARTIST who desires to distribute his works on 3Dudioshop.com, must subscribe to A&G services by mail or fax, and fill out, at the minimum, the mandatory spaces necessary for his identification in appendix 1, with respect to creation of his Artist Account. It is up to the ARTIST to advise A&G of any change in his contact information through his Interface.

The ARTIST must also take cognizance of this contract and fill out all the spaces included in appendix 1. The ARTIST agrees, with its signature, to all of the terms and conditions herein. Upon receipt, A&G could send the ARTIST a confirmation of account creation by e-mail to the address indicated by the ARTIST, if necessary.

2.2 - Delivering Works

The ARTIST commits to provide A&G with at least one SD CARD. The ARTIST shall provide his Works following the instruction listed in appendix 1. Whenever he want to deliver an SD CARD, the ARTIST must fill out a copy of the appendix 1 Information Form, indicating for each Work:

The exact title;

The names of all of the Authors/composers and their contributions;

The names of all of the Artists/performers;

The LICENSE selected.

No Works will be put on line until A&G has received the completed Information Form.

At his discretion, the ARTIST may also provide the texts of the Works' words by email. At the same time that he delivers the WORKS, it is up to the ARTIST to provide A&G the Materials (apart from the optional texts) that might be used for promotional purposes. Said Materials may be photographs, drawings and any other elements for promotion of the Works. The ARTIST is informed that A&G screens the Works it receives, and reserves the right to refuse any Work that contains Illicit Content or which is devoid of any musical value.

2.3 - By accepting this contract, the ARTIST expressly subscribes to all of the inspection measures that A&G establishes in order to verify that the Artist includes the yoursoundscape badge on its personal website. If one or more Works are owned by one or more authors and/or composers and/or artists/performers, the ARTIST guarantees that each of them will undergo this advance inspection measure of A&G.

ARTICLE 3 - DISTRIBUTION

3.1- At the time that he delivers his works, the ARTIST selects a LICENSE. According to the type of license selected, A&G may proceed to a more or less extensive distribution of the Work. In particular, the choice of a commercial license will permit generation of income for the ARTIST under the conditions defined hereinafter.

3.2 - Regardless of the type of license selected by the ARTIST, the ARTIST grants A&G the nonexclusive worldwide right to:

reproduce or have reproduced, publish or have published, distribute or have distributed, and transfer in all formats the Works provided by the Artist, whether or not including the Material;

communicate the Works to the public by any means that are presently known or are yet to be discovered, particularly through the Internet;

adapt the Works in any formats whatsoever for A&G's specific and technical needs, particularly for the exchange by P2P platforms, and for its relationships with commercial partners;

use the Works and corresponding Material to promote the ARTIST and A&G ;

insert in the web page on which each of the Works is accessible, any promotional or advertising link, animation, and image with or without soundtrack.

3.3 - A&G may also propose that the ARTIST join PROGRAMS authorizing use of Works in the context of partnerships or agreements with third parties. These proposals will be transmitted to him via Newsletters. The ARTIST may at any time print and retain the Interface that lists the Works delivered to A&G and the licenses or distribution options selected by the ARTIST.

ARTICLE 4 - INCOME

The ARTIST acknowledges and agrees that the Works may be distributed for commercial purposes in order to generate income from advertising or any other sources.

4.1 - Commercial PROGRAM

The ARTIST joins, signing this agreement, a PROGRAM for the commercial exploitation of WorkS. A&G shall pay the ARTIST an amounts, for each SD CARD sold, that corresponds to the resell price of its SD CARD (x) minus the cost of the empty SD CARD (y), split in two. Numerically " $(x-y)/2$ ". The payment will be made each six months but only when the total amount to be corresponded, calculated on the base of the number of copies sold, will be higher than Euro 100,00 (one hundred).

4.2 - Paypal Account

Adherence to the PROGRAM implies the opening of a Paypal account. All remunerations of any nature shall be paid to the ARTIST's Paypal account. The Artist may consult the balance of the Paypal account directly through the PayPal User Interface. The parties expressly agree that the ARTIST himself assumes the tax consequences of sums he receives, which will be taxable according to the legislation applicable in his country, and the ARTIST guarantees A&G against, and holds it harmless from, any legal action in that regard.

If the Works are written and/or composed and/or interpreted by a number of authors and/or artists/performers, it is the ARTIST's responsibility to distribute the sums he receives as agreed between these participants. Therefore, the ARTIST guarantees A&G against, and holds it harmless from, any legal action of third parties in that regard.

As soon as the Artist's Paypal account reaches a minimum of 100 euros, the Artist shall request the transfer thereof, sending via email or fax to A&G an invoice, or an equivalent document in respect of the italian laws, with the subject "Prestazione artistica".

The balance may also be transferred at the time the Artist closes his account.

4.3 - Other incomes

The only amount of money that A&G shall pay to the ARTIST is the one indicated at article 4.2. The ARTIST guarantees A&G against, and holds it harmless from, any legal action in that regard.

ARTICLE 5 - DURATION - TERMINATION

5.1 - This contract is concluded for the period during which the Work is protected.

5.2 - However, the ARTIST has the right to terminate this contract via fax or letter at any time. A&G will remove all of the ARTIST's Works, or the Work (s) that is (are) specifically listed by the ARTIST, within a month of receipt of the e-mail.

If necessary, the ARTIST commits to obtain authorization from the other authors and/or composers and/or artists/performers prior to announcing removal of the Work, and guarantees A&G against, and holds it harmless from, any legal action in that regard.

5.3 - In any event, the ARTIST declares that he is aware and agrees that Works that were downloaded by Users or any third party authorized by A&G prior to their removal from the Site might, after his request for removal, be exchanged and reproduced by said Users by means of the Platforms or P2P networks, and, more generally, on the web. The ARTIST declares that he guarantees A&G against, and holds it harmless from, any legal action of any third party in that regard.

ARTICLE 6 - GUARANTEES PROVIDED BY THE ARTIST

6.1 - The ARTIST guarantees that he is the sole author and/or artist/performer of the Works that he entrusts to A&G. Should the Works be written and/or composed by other authors and/or composers, the ARTIST declares that he has obtained their authorization before providing the Works to A&G, and authorizes the exploitation thereof pursuant to the Documentation. Therefore, the ARTIST guarantees A&G against, and holds it harmless from, any legal action in that regard. The ARTIST guarantees that he has not assigned the copyrights attached to any of the Works to any third party, and is not bound to any third party by a contract that might lead him to grant such an assignment (such as a preferential contract concluded with a musical editor or a collective management company). Should the Works provided to A&G be performed by artists/performers other than the ARTIST, the latter declares that he has obtained authorization from these artists/performers, and holds A&G harmless with respect thereto.

6.2 - If, subsequent to acceptance of this contract, the ARTIST engages in any contractual relationship of such a nature as to infringe on the rights granted hereunder (such as an exclusive recording contract, a musical edition contract and/or adherence to a collective management company), the subject of which is the Works provided to A&G, the ARTIST commits to promptly advise A&G and to cancel his registration for the Services in accordance with article 5.2 herein.

6.3 - The ARTIST guarantees A&G peaceful and undisturbed exploitation of the Works in accordance with the Documentation. The ARTIST declares that he has not inserted in the Works Illicit or Protected Content that might engage A&G's liability. In any event, the ARTIST declares that he has obtained all of the necessary authorizations to render the entire Documentation valid and in full force and effect, and guarantees A&G against, and holds it harmless from, any legal action of any third party. More generally, the ARTIST guarantees A&G that he has obtained all of the authorizations necessary for the purposes of this contract.

6.4 - In reconstituting the Uses of his Works by using the Interface in accordance with 3.4 herein, the ARTIST acknowledges and agrees that the Works were previously distributed as he has earlier desired. Works that have previously been downloaded and/or used by a User or any third party authorized by A&G, and sometimes modified, might, after the Artist's request for their removal, be distributed, exchanged and reproduced by these Users and/or third parties by means of the Platforms or P2P networks, and, generally, on the web. The ARTIST declares that he guarantees A&G against, and holds it harmless from, any legal action of any third party in that regard.

The ARTIST also acknowledges and agrees that A&G shall have a period of 8 (eight) business days within which it can request that its partners apply any modifications that the ARTIST might have effectuated in the distribution of Works.

6.5 - The ARTIST acknowledges and agrees that the identifier and password he receives upon the confirmation of his registration are delivered to him personally and are confidential and under his own responsibility. Therefore, the ARTIST shall not hold A&G liable for usurpation of his identity. The ARTIST commits to inform A&G via the Interface if he observes or suspects a fraudulent use of his identifier and password.

ARTICLE 7 - OBLIGATIONS OF A&G

7.1 - By virtue of this contract, A&G becomes the transferee of nonexclusive rights of distribution.

A&G shall extend its best efforts to promote the ARTIST's Works on Internet networks that are most suitable to receive the Works in the context of their exploitation and in its relationships with its Partners, pursuant to the terms and conditions that the ARTIST grants to A&G as set forth in the Documentation.

In addition to promoting the Works, A&G shall seek and negotiate commercial contracts for commercial exploitations of Works for which the ARTIST has selected a license.

7.2 - A&G shall extend its best efforts to protect the Works and avoid the alteration thereof. In that regard, A&G shall request that Users report any use that does not conform to the authorizations given by the ARTIST. However, the ARTIST shall not held A&G responsible for incorrect use by a User or any third Party.

Under no circumstance shall the ARTIST solicit A&G to initiate legal proceedings for incorrect use of one or more Works. But, depending on the situation, A&G may assist the ARTIST in making contacts that facilitate termination of the difficulty and/or take any useful steps in that regard.

7.3 - A&G shall provide the ARTIST in his Artist Account with statistical means enabling the latter to be informed of the uses of his Works.

7.4 - Should the ARTIST fail to comply with any of his commitments herein, particularly in the even of his provision of Illicit Content, A&G reserves the right to terminate this contract, to remove all of the Works from its site and to close the Artist Account. A&G also reserves the right to initiate any legal actions that it deems necessary before any court.

ARTICLE 8 - INFORMATION FOR THE ARTIST

8.1 - A&G shall regularly inform the ARTIST of the Site's evolutions via a Newsletter sent to the ARTIST at the e-mail address designated thereby. The ARTIST is free to ask A&G at any time for explanations regarding the modes of distribution of Works via the Interface.

8.2 - Any new use of Works that is not already specified in the Documentation shall be submitted for the approval of the ARTIST who, if he is interested, activates the option by sending an email to the address provided for that purpose in the Interface. The ARTIST shall be informed of any modification that might be effectuated via the Interface with respect to this Contract or any other element of the Documentation. New provisions shall take effect as soon as the ARTIST gives his agreement thereto by clicking on the box provided for that purpose in the Interface.

ARTICLE 9 - VALIDITY

If a provision of this distribution contract is deemed to be in conflict with any of the provisions of present or future Creative Commons Licenses, it is expressly agreed that the provisions of this distribution contract concluded between the parties shall prevail.

ARTICLE 10 - NULLIFICATION

If any of the provisions herein are deemed to be null and void, the parties agree that the other provisions shall remain valid, and that the contract shall continue to be in force and effect.

ARTICLE 11 - APPLICABLE LAW

This contract is governed by the laws of Italy.

Any dispute regarding the construction or performance of this contract shall be submitted to the competent courts of Italy.

Upon the reading of this Distribution Contract,

the ARTIST: _____

represented by: _____

acknowledges to have thoroughly read this distribution contract and its appendix in their totality, and agrees to their provisions without reservation.

Appendix 1 for <http://www.3Dudioshop.com> distribution agreement

1. The Artist _____, represented by (name) _____ (last name) _____, born in _____ on the (date) _____, (Full address, state and country) _____, VAT Number _____, PayPal Account _____ shall provide to A&G four soundscapes (minimum 7 minutes, max 10 minutes each one) edited as whole full length loops, or four soundscape compositions (minimum 7 minutes, max 10 minutes each one) making each one in way such that the end can be connected and edited perfectly to its start in loop, preferably without fade in or fade out. The format of the audio files composing the soundscapes shall be WAV or AIFF, 16 bit, 44.1 kHz. The number of audio files provided shall be, in any case and for each soundscape, higher than 2 (two) but minor or equal to 8 (eight).

2. Artist agree to License the four soundscapes in Creative Commons 3.0, (attribute, no derivatives, commercial use permitted under these terms to A&G Soluzioni Digitali) with the following titles:

- a) _____;
- b) _____;
- c) _____;
- d) _____;

3. Artist shall read and complete and print this agreement, sign it and send it to A&G Records via fax at number +44 (0)207 845 9884 or, if you can produce a scanned version, via email at l.agostini@aegweb.it.

(NB: Take your time to fine edit or remix your work, we don't want to stress anyone, but in the meantime please proceed to steps 4 and 5).

4. The title you would like to use to identify your first SD card is _____.

5. Artist shall send via e-mail (or share an address for download) four mp3 stereo short preview files, each almost one minute and extracted from his four soundscapes. They could be inserted in the main player of your soundscape home page.

6. Artist shall send the completed and separated tracks composing the soundscapes or soundscape compositions to:

A&G Soluzioni Digitali
via Marradi 4
57126 Livorno ITALY

on CD ROM, DVD ROM or USB memory pen. The tracks will be used to produce the customized spatialisation for the end user.
