

Artist Contract

Concluded on the day of submission (track upload form on www.trioli-records.com) between:

Artist

(data submitted in the track upload form by the artist)
on one side

Client

on the other side, as follows:

Trioli Records

AUSTRIA

www.trioli-records.com

office@trioli-records.com

1 Subject of the contract

The subject of the contract is the production of sound recordings with the artist for the purpose of comprehensive exploitation by the client for the contract recordings submitted in the track upload form by the artist (individual titles).

2 Transfer of rights

The artist hereby transfers to the client the comprehensive, transferable, sublicensable and exclusive right to use, exploit and edit the sound recordings to the extent specified below for the duration of the applicable legal protection period (= currently 70 years after publication in Austria).

The comprehensive transfer of rights includes in particular:

- the ancillary rights of the artist;
- the right to exploit any or all of the contracts in whatever composition, for example as part of a compilation;
- the right to name the artist by real name and the artist / band name listed above;
- the right to advertise the client, individual or all contracts and the artist;
- the right to process the contract recordings, in particular to shorten, remix or sample them;
- the right to use the contract in connection with a film / video, a game or an advertisement for the client (self-promotion)
- the right to use the contract after the artist's consent in connection with advertising for products or services of third parties (third-party advertising);
- the right to electronic merchandising, especially in connection with ringtones and other forms of evaluation via mobile devices. The comprehensive transfer of rights includes the following types of exploitation:
 - Reproduction in any configuration and distribution, for example production of CDs, DVDs, records and their sale;
 - renting and lending;

- Broadcast, in particular online, terrestrial, via satellite or cable, analog or digital, on radio and television, stream;
- public performance and
- comprehensive online exploitation (right to make available). The client declares acceptance of the transfer of rights.

3 Collecting society reservation

The rights that are exercised in trust by collecting societies for music and that must therefore be paid separately by the user are excluded from the transfer of rights.

4 Processing rights

If independent composition rights await his performances, he waives his part in the processing in favor of the original author.

5 Assurances

The artist assures that

- he is entitled to grant the contractual rights to the sound recordings and materials;
- his services do not violate the rights of third parties or violate applicable law.

6 Fee

The artist is responsible for the contractual services (including processing) and the transfer of rights

- a flat rate fee of a desired amount of money (submitted by the artist in the track upload form); the fee is due for payment within 14 days after complete service provision and proper billing. With the payment, all contractual claims of the licensor are settled.
- the artist, after weaving, is not entitled to any compensation from the sale or promotion of the content. The only fee it earns is a fee from the sale of content.

7 Other

7.1 Each contracting party is responsible for its own tax and insurance law. In the case of direct payment of taxes by the client based on legal provisions, the client is authorized to offset against the artist's claims to participation. The artist also receives any sales tax.

7.2 If the artist sells content that legally belongs to third parties, he will bear full legal responsibility to a third party for the sale of stolen content.

7.3 For all disputes arising in connection with the present contract, including the pre- and after-effects, the exclusive jurisdiction of the court responsible for VILLACH is agreed.

7.4 Substantive Austrian law applies, excluding the reference standards.

7.5 Should individual provisions of this contract be or become ineffective in whole or in part, or should there be a gap in the contract, this should not affect the validity of the remaining provisions.

7.6 The present contract regulates the contractual relationships of the contracting parties.

7.7 Changes and additions to the contract as well as contractual declarations must be in writing. This also applies to a departure from the written form requirement. Declarations by email are in writing.