



### **Exclusive Volume transfer agreement**

**Artist Name (Your real name) :**

(Here in after called the "producer")

and

**KRYPTOFABRIKK RECORDS  
Kampenwandstr. 17  
83278 Traunstein  
Deutschland**

### **1st Subject of Contract**

Exclusive Volume takeover-/transfer/- agreement for the Track/s of the artist:

**Artist Name (This is the name that will appears on the portals) :**

### **2nd Transfer of Rights**

Producer transfers to the company the exclusive and transferable right, to evaluate during the contract period his performances in any way and evaluate technical execution, especially on sound recordings on the image and sound recordings incorporated in any way in whole or in part. The legal transfer of power includes all rights of the recording contract, including the rights of the artist and the other persons to the contract recordings participating or the rights of phonogram producer of § § 54, 73-77, 85, 86 and 94 of the Copyright Act, including the appropriate compensation claims, and all other rights of the contributors to a recording contract.

In particular, following rights are herewith transferred

- a) the exclusive right of phonographic publishing and evaluation / of image recordings of all configurations, including singles and couplings (eg, so-called multi-artist and / or one-artist compilations such as Best Album, etc.);
- b) the exclusive right of the public presentation , broadcast, performance, etc.;

- c) the exclusive synchronization right to be used in film, radio, video, advertising of any kind, including "Third Party Advertising (Drittwerbung), and the right to feed and analyse interactive storage media and data banks of all kinds (eg, satellite, cable, Internet systems or carriers such as CD-ROMs, CD-I and other similar systems), including serving on the so-called "download" and / or "streaming" with the individual user on the Internet, and the synchronization rights for the aforementioned uses, with the transfer of the right to use the recording contract for all uses under this contracting process (eg remixes, cuts, etc.) and to evaluate the contractual recordings by means of the so-called practise of sampling ;
- d) the right to use the name, photo, biography of the artist / project related to the evaluation of the contract recordings under this contract.
- e) The parties agree that the company may transfer all rights and obligations under this Agreement in the context of a band or label takeover- contract to a third recording company.
- f) The producer ensures that he has his own contractual agreements with the participating artists / producers of the music project, or the licensor is in a position to fulfil his obligations properly and completely . The producer guarantees that he has acquired from the participants in the contractual recordings the exclusivity-contract for the title for at least another 5 years with effect from the beginning of the contract. Title exclusivity means, in this context, that the producer and the other participants during this period, every new addition to the contract underlying recordings include works. These titles exclusivity applies to the recording on-screen Discs (eg video disks, video tapes, CD-I, CD-ROM, DVD, etc.) not only for purposes of Television or public n consumption in the public. The title-exclusivity will transfered to the company. When in a single case, the title-exclusivity is not guaranteed , the producer will have to inform the company. After expiration of the exclusivity- contract there will remain a non-exclusive right of evaluation, including Sublicenses, for the duration of the statutory period of protection. (Lifetime of copyright)for the company.

### **3rd Product Scope**

All images (including video) from a producer for the following titles:

**Title Name Bundle :**

**Artist name . Title**

1

2

3

**Music style or Genre:**

Including all versions / Mixes (hereinafter "contract recordings").

#### **4th Contract period**

One (1) years exclusively, beginning with the conclusion of this contract.

Remember one important thing, your track will be exclusivity only for one year for Kryptofabrikk after that, accepting the contract and releasing with us, they automatically assign the copyright of their recordings to Kryptofabrikk for entire life of the artist, This means they no longer own them and only have a right to one year royalties. we are not to take down the track from the portals for the next 99 years.

#### **5th Territory**

World

#### **6th Licences**

The producer receives for his contractual efforts and the transfer of its rights for every sale of contract recordings (minus returns), revenues sharing on the basis of the respective price list in the selling country. If this is not known, the revenue sharing is as follows:

**Digital:** 50% of profit per track

**Couplings:** 50% of the company to third-party licensing net amounts paid

**Technology costs deduction:** CD 50% (percent), 50% (percent)  
all Other formats, including online

**Remixes for Third Parties:** Producer shares Revenues (50 %) with the company on remix orders, which have been acquired, and at least two (2) remix future orders generated by the acquired company.

**Legal Advice:** According to UHRG the artist is committed to ensure the Independent production of his works and to the label with the delivery of all works in the production of all parties involved, and their consent to the publication of written evidence. The label is not liable for future claims by third parties to the works of the artists.

#### **7th Payment and Delivery**

The label pays quarterly for all recorded music sold.

The artist receives his payment from the label not later than the end of the quarter based on the complete settlement of recorded music sales to the sales figures. After the receipt of the settlement the artist commits to label to make a statement. A payment term of 30 days has been agreed upon.

A licence must be duly signed by the artist and must be presented to the label

### **8th Returns**

The artist gives the label returns right in the amount of 100% on all sales in the distribution area. When deleting a publication the exclusivity of this product is no longer valid.

a) Producer guarantees that the artists of the company for advertising and promotion activities, including the production of videos will be available.  
This is done by agreement and the written agreement between the company and producers.

b) Producer guarantees the acquisition of the rights here, and the full implementation of this treaty commitments. In addition, producer ensures that the rights of third parties or contractual relations with third parties performing this contract is not contrary. Producer holds the company so far harmless from all third party claims and any of the company resulting damages and expenses.

For disputes arising from this agreement, the residence of the plaintiff as exclusive jurisdiction. A resignation and / or termination of the right gem. Section 323 BGB is excluded. The right to immediate termination gem. § 314 BGB remains thereof unaffected.

c) Verbal agreements were not reached. Changes and amendments to the contract must be in writing. If any provision of this contract is ineffective, the contract is still valid. The parties are in such a case requested to reach the consensus and substitute the ineffective by the contractual provisions valid purpose appropriate and proper wording.

### **9th Returns**

**IMPORTANT:** Do not upload your entire track from Kryptofabrikk on your soundcloud or similar, it is important that you repost the one from Kryptofabrikk, if you have it on your Soundcloud, delete it .

If you do not do this we are going to Withdrawal the contract, and you will not get paid for your sales.

**Report sales:** once a year from the first of December to the 15th of December.

#### **Royalty payment:**

We will pay a royalty of your release only for the duration of the contract, one year.

Example: If you release a track the 01/12/2019 you will get paid for your royalty until 01/12/2020.

Once the track/s are under Kryptofabrikk records we will never take down them from the shops  
not even after the end of the contract.

We need:

Description of your track and the bundle title (Important we need it )

Photo

Bio (Important)

All your social net.

Facebook fan page

twitter

soundcloud

mixcloud

Resident Advisor

**and a dj set of one hour in mp3**

### **What we do for you:**

Bundle artwork

Social networks promotion of your track one time, on Instagram Facebook and Twitter of Kryptofabrikk.

One hour of your dj set on Mixcloud and Soundcloud of Kryptofabrikk.

Your bundle on 265 music portals.

Your track on the Official Kryptofabrikk records Soundcloud.

Your track on the Official Kryptofabrikk records web site.

Mastering of your track

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### **Your information.**

**PIC OF YOU: Send it in e-mail**

**ALL YOUR SOCIAL NETWORK :Send it in e-mail**

**REAL FIRST & LAST NAME:**

**MAILING ADDRESS:**

**COUNTRY:**

**EMAIL ADDRESS:**

**DATE:**

**real artist name:**

Label Manager Kryptonicads  
KRYPTOFABRIKK records

Signature and date