



Exclusive license contract on the use of the work

Closed pursuant to §40 and the following of the Act No. 185/2015 S. on Copyright and rights related to the copyright (the Copyright Act) between:

Provider: Name and surname (business company):
Date and place of birth (ID No., Tax ID No.):
Permanent residence (headquarters of the company):
E-mail:
Phone No.
Bank Account No. (IBAN):

And

Acquirer: AllRecordss.r.o.
Rosinská 477, 01322 Rosina
ID No. 47804114
Tax ID No. 2024106282
E-mail: info@allrecords.pro
IBAN: SK1409000000005058155155

Art. I
Subject to contract

1.1 The subject of this contract is to issue the approval of the Provider as the author or the owner of the right to give approval for the use of work of creative or photographic work (especially the album cover), musical work, audio recording or artistic performance recorded on an audio recording to the Acquirer for distribution uses in the extent pursuant to section 1.4 of this article (from here on as "license") and under the conditions agreed in this contract.

1.2 The cooperation of the contractual parties shall take place in a manner where the Provider fills in his data in the web interface at the AllRecords.pro domain (from here on as "server of the Acquirer"). At this time he shall provide the E-mail address, which will be binding for negotiating amendments and changes of this contract, which have to be done in a written form (legal actions executed from this E-mail address will be binding for the Provider). Under the previous sentence the Provider cannot allow access to his E-mail to third parties, with the exception if the third party is authorized to act in his name, and he shall maintain access data to stated E-mail in secret. In case of change of the E-mail address the Acquirer shall inform the Provider (or other parties authorized by the Provider) by sending an E-mail message from the registered E-mail address, or by mail. It shall then be taken that the binding E-mail address is this newly informed E-mail address.

1.3 Any agreed amendments or changes of this contract have to be in written form and signed by statutory representatives of the contracting parties.

1.4 Under the previous section the Provider shall load to the server of the Acquirer digital files using the web interface, containing especially works of visual art (album cover), musical work or audio recordings in form or expression by the Provider himself or the music group listed in the header (each song individually as a digital track) and the Acquirer shall subsequently confirm the download of the files with the covers by writing a control code, which he shall receive to his E-mail listed in the header (or eventually at a later time by means specified in this contract). At the time of confirmation of download of the digital files in question (i.e. writing the control code), the Provider issues to the Acquirer exclusive license for the use of the works listed in section 1.5 in the extent and under the conditions set by this contract.

1.5 The provider grants the acquirer approval to use (license) for:

- a) audio recording contained in uploaded digital files pursuant to the previous paragraph of this contract (hereinafter referred to as "Records"), to the extent pursuant to § 107 of the Copyright Act, unless stated otherwise;
- b) artistic performances recorded in the records (hereinafter referred to as "Performances") to the extent pursuant to § 94 of the Copyright Act, unless stated otherwise;
- c) musical work with or without text recorded in the records to the extent pursuant to § 65 of the Copyright Act, taking into account the nature of the work, for authors not represented by SOZA;

- d) painting and photography artwork contained on the album cover made by the provider under the preceding paragraph, to the extent pursuant to § 65 of the Copyright Act, taking into account the nature of the work, unless stated otherwise, and
- e) other artworks contained in the recorded digital files under the preceding paragraph, to the extent pursuant to § 65 of the Copyright Act, taking into account the nature of the work,

(hereinafter referred to everything as “Works“ or “Work“).

1.6 If under the previous section the Provider as the author of some of the musical works is represented by an organization of collective rights management SAPU – Slovak Author Protection Union for Rights to Musical Works, Rastislavova 3, 821 08 Bratislava 2 ID No.:178 454 (from here on as "SAPU"), the license is provided pursuant to section 1.4 only in the extent, in which the author is not represented by SAPU and in the extent, in which he is represented by the SAPU the license relates only to those regions and methods of use, where the SAPU does not have a contractual partner (foreign collective administrator), through whom he would be able to provide the license. For the time during which the Provider as the author (or heir) would not be represented by the SAPU in the execution of any of the property right, which is part of the license, (the same applies also to the region, where the SAPU cannot provide license, see above), the parties agree that in relation to the execution of this property right the license under this contract shall apply. The license for the use of musical works of the Provider as the author represented by the SAPU at the time of issuing the license shall be therefore issued to the Acquirer always conditionally, always in the extent and for the purposes, for which the Provider as the author is not contractually (or actually) represented by the SAPU, and considered individually for individual property copyrights. Otherwise provisions on the works under this contract shall apply to these musical works.

1.7 The Provider guarantees that at the time of providing the license (either under the Act, under contracts closed with third parties or based on other legal facts) he is always the owner of the rights of the records producer, he is entitled to use the Performances and he is entitled to use the Works, or parts thereof, always in the extent, in which he is providing the license for their use to the Acquirer. Whether the Provider is the author or owner of the license with the right to provide sublicense shall determine pursuant to section 1.4 whether the license or sublicense is issued to the Acquirer. However for the purposes of simplification this issuing of license is from here on referred in this contract as “license” irrespective of the fact stated in the previous sentence.

1.8 The license provided to the Acquirer pursuant to section 1.4 shall be provided as exclusive entitlement for the use of Works, jointly or individually, completely or partly, even after processing, while the Acquirer shall pay a reward the Provider for providing the entitlement under this contract. The Provider shall confirm and secure that no prior standing entitlement for the use of the Works has been issued to a third party prior to providing the license to the Acquirer, which would overlap, even partly with the license provided to the Acquirer under this contract. The Provider is entitled even after closing this contract to issue a license for the use of the Works to the operator of another service of digital distribution of music, however always with the prior express consent of the Acquirer, which can be revoked by the Acquirer at any given time of the duration of this contract, which terminates the license provided to the third party.

Art. II
The method of using the Work and extent of license
(Digital distribution for noncommercial purposes)

2.1 The Provider provides to the Acquirer exclusive license for the use of the Works based on their nature always in the extent pursuant to art. 1.4 of this contract by the means of the Internet and the network of mobile devices especially in a way, where the end customer will be able to view given content using the appropriate network (streaming) or to procure a copy for the purposes of its storing and reproduction on own device (download). The license is not limited technologically, by the number of uses, by territory (provided world-wide), and is given for the duration of the cooperation under this contract and for one year thereafter (this means that the license established by the contract survives the termination of this contract by one year, irrespective on how this contract will be terminated) – however for the duration of this one year the license will not be exclusive and the Acquirer will not be providing new sublicenses, but will be withdrawing the offer of Works from individual retailers. The Procurer is entitled to provide acquired entitlements pursuant to section 1.4, Art. I of this contract, in full or in part to a third party by the means of sublicense contract or pass on in full or in part.

2.2 The Acquirer is not obliged to exercise acquired entitlements pursuant to section 1.4, Art. I of this contract. The Acquirer is not obliged to distribute Works, or parts thereof, which are unsuitable especially from the technical or artistic side until the arrangement of correction. The Acquirer shall inform the Provider about the Works, which are unsuitable for distribution based on previous sentence together with notes for restitution by an E-mail message about non-acceptance of recorded Works, or parts thereof, sent to the E-mail address listed in the header of this contract or to the changed E-mail address pursuant to section 1.2, Art. I of this contract or by mail. The Provider is entitled to withdraw from the contract under the Civil Code after the duration of 2 years since issuing individual license.

2.3 The Provider undertakes to settle at his own responsibility the claims of all persons, whose subjects of rights of intellectual property provided to the Acquirer by the means of this contract.

Art. II
The method of using the Work and extent of license
(Digital distribution for commercial purposes)

2.1 The Provider issues to the Acquirer the right to create a digital copy of the Works, or parts thereof at the www.AllRecords.pro portals for the purpose of presentation and subsequent facilitating of a sublicense for the commercial use of the Works, or parts thereof to a third party.

2.2 Irrespective of other provisions of this contract the Provider issues to the Acquirer an extra license in this extent:

Making the created digital copy of the Works, or parts thereof available online using the www.AllRecords.pro domains without limitation, including the right to provide a sublicense to a third party for commercial purposes.

2.3 Based on the previous section the license is issued by the Provider to Acquirer is exclusive for the time period of two years.

2.4 The Provider issues to the Acquirer the license for indefinite period of time in accordance with the duration of the property rights of the author of the Works based on the nature of given Works pursuant to the Copyright Act.

2.5 After the cessation of the Acquirer as a legal entity, to which license has been issued, the rights and obligations of this contract are transferred to the legal successor of the Acquirer.

Art. III Reward

3.1a The Acquirer shall pay to the Provider a proportional reward for providing all of the entitlements under this contract and for the duration of this contract in the amount of the agreed percentage rate of 70%

These services provided by the AllRecordss.r.o. Company to the Provider are for free.

The reward of the Provider for the distribution of the Works to international online music stores for non-commercial use is payable semiannually and the Acquirer delivers to the Provider the receipt thereof always within 60 days after the end of given 6 months and pays it after the end of the third month since issuing the receipt, usually to the account listed in the header or to another account provided at a later date; if the Provider is or becomes a VAT payer, he shall notify the Acquirer without any unnecessary delay by sending an E-mail message from the registered E-mail or by mail – in which case the Acquirer sends to the Provider only the receipt (not the reward), based on the delivered receipt the Provider issues to the Acquirer a receipt (tax document) for the proportional reward with added VAT at the statutory rate, which will be payable within 90 days after its delivery to the Acquirer. The basis for determining the proportional reward using the stated percentage rate is the sum total of all real profits of the Acquirer from using the Works, especially the Recordings (i.e. Sum of profits from the direct providing of the Works, especially the Recordings to the customers in a non-material way and the profits from providing the rights to use the Works, especially the Recordings to third parties, after the deduction of VAT, transaction costs (bank fees, fees for credit card payments, provisions of the E-shop operators, etc.) and license fees paid by the author of the musical works represented by the SAPU. Should the provided file contain except the Works, especially the Recordings also other audio or audio-visual recordings, the share on profit from provided Works, especially the Recordings shall be determined based on the ratio of the contained Recording footage to the sum footage of the whole file. In case the amount of the reward of the Provider the with a bank account in the Slovak Republic for the past six months does not reach the sum of at least 5 Euros (excl. VAT) and of the Provider with a bank account outside of the Slovak Republic the sum of at least 10 Euros (excl. VAT), the maturity of the proportional reward shall not be reached and this reward will be added to the next settlement and the payment shall happen only after the sum of the settlements reaches the required amounts, and the payment shall

take place no later than the payment following the termination of this contract, even if stated sums would not be reached.

3.1b The reward of the Provider for providing the Works, or parts thereof to music databases of AllRecords.pro for non-commercial as well as commercial use is payable once in a quarter, while the Acquirer shall deliver to the Provider a receipt always within 30 days after the end of given quarter and settles it after the end of the third month after issuing the receipt. Other conditions are identical to section 3.1a for Rewards of the Provider and for providing works to international online music stores for non-commercial use.

3.2 If the Acquirer is late in paying the reward the contractual parties agree on the right of the Provider to demand the payment of interest from the delay in the amount stated in the legislation. In case the payment of the proportional reward exceeds the delay of 30 days after the delivery of a written notice to the Acquirer, the Provider is entitled to withdraw from given partial license contract (which establishes the license reward, which the Acquirer is late in paying), which terminates given partial license on the day following the day of the delivery of the withdrawal notification; this does not affect the right of the Provider to continue the sale of the Recordings for one year after the termination of the contract.

IV. Supplementary provisions

4.1 The Provider undertakes to provide the Acquirer recorded digital files pursuant to Art I., section 1.3 of this contract in the format chosen by the Acquirer – the Provider will be informed about acceptable formats during the process of loading to the server of the Acquirer by the means of the E-mail address listed in the header of this contract or other suitable method.

4.2 Under Art. I, section 1.3 of this contract the Provider shall index the downloaded digital files with information on the title of the track, its authors, performing artists, year of first release of given Recording (if it hasn't been released yet, the production year) and the ISRC code. If given Recording does not have an ISRC code, the Acquirer issues the code to this Recording, while the Provider agrees for the Acquirer to register the Recording issued with an ICRC code in this way as his own at the organization of collective rights management, eventually other users and unconditionally forwards hereby to the Acquirer all of his future claims, which would occur to him during the duration of the rights of the producer of the Recording as the owner of the rights of the producer of the Recording, based on the use of the Recording issued with the ISRC code of the Acquirer, i.e. especially claims against the collective administrator SLOVGRAM; to avoid doubt it is expressly stated that should the Recordings have another ISRC code (e.g. if the Provider himself secures this code), this forwarding of claims does not apply to this type of Recordings.

4.3 For each recorded Work, especially a Recording the Provider shall mark in which price range he wants the Work, especially a Recording to fall. The Acquirer will subsequently distribute this Work, especially a Recording in this price range. The Provider is entitled to change the price range, while the Acquirer undertakes to implement this change without unnecessary delay.

4.4 The Provider has the obligation to keep his contact data updated. The change of contact and other data can be done by sending an E-mail message from the registered E-mail to the E-mail address Info@allrecords.pro or by mail.

4.5 The Acquirer is entitled to rename or change the AllRecords.pro domain at any given time, or to move the user account of the Provider to another server.

4.6 The Provider agrees to the processing of his personal data, which he provides to the Acquirer through the web interface or in another way, until the end of cooperation under this contract, however at least for the duration of the license under this contract. After the cancellation of the user's account the Acquirer will no longer process the personal data of the Provider, but he will maintain it for accounting and archiving purposes for the duration set by special regulations. The Acquirer is entitled to hand over this data in the extent of name, surname and address to third parties for the purposes of business and services proposal; the Provider can express his dissent with this procedure at any given time. The Provider has the right to access to his personal data, the right to request its correction, the right to request explanation and the right to request the removal of an illegal state, as well as other rights set by regulations for the protection of personal data. The Provider agrees to be sent business notifications by E-mail as well as mail; he can revoke his consent or give consent again at any given time. The provisions of the section shall apply to the Provider only in case he is not a legal entity.

V. Other and closing provisions

5.1 This contract shall be governed by the law of the Slovak Republic, it comes into force and effect on the day of its signing by both contractual parties, it is negotiated for indefinite period of time and it can be terminated always before the end of year anniversary of the duration of the contract (i.e. on the day, which coincides with the day on which the contract has been closed, i.e. on the day this contract has been signed by the last of its participants), with a termination period of one month, taking into account that the Provider is entitled to terminate this contract no later than the second year of its duration. The termination can be submitted by both parties in electronic form, taking into account that the Provider shall do so using his registered E-mail to the E-mail address info@allrecords.pro.

5.2 The Provider undertakes to cover the pecuniary and non-pecuniary damage to the Acquirer caused by falsified statements or breach of his commitments contained in this contract.

5.3 All changes and amendments of this contract have to be done in written form and signed by both contractual parties, otherwise they shall not be taken into account by either party, if not stated otherwise in this contract.

5.4 Claims of the Provider based on this contract cannot be transferred to a third party without the prior written consent of the Acquirer.

5.5 Disputes arising from this contract and violations thereof shall be settled exclusively by the courts of the Slovak Republic. The rights and obligations under this contract shall be transferred to the legal representatives of the contractual parties. This contract is issued in two copies, each contractual party shall receive one copy. The parties agree that they have not made any verbal secondary agreements or promises.

5.6 If it shall come to pass that some provisions of this contract are invalid or apparent, it shall not affect the other contents of this contract, which remains valid, unless it is a provision, which cannot be separated from the other contents of this contract.

5.7 The contractual parties declare that they have closed this contract of their own free will and seriously, they have not acted in error or under pressure, they understand the contents and as a sign of consent with its contents enclose their own signatures.

In Žilina on:

In Žilina on:

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AllRecords s.r.o.

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Provider