



## TURMIC RECORDS LABEL AGREEMENT – DIGITAL ONLY

### 1. Grant of Rights

The undersigned ("Artist/Group") irrevocably grants to Turmic Records, throughout the universe and during the "Term" (defined below), the non-exclusive right (a) to sell, copy, sublicense, distribute and otherwise exploit the "Recordings" (defined below) by all digital means and media (whether now known or existing in the future), including, without limitation, the right to transmit, perform, distribute, promote and make commercial use of the Recordings via the internet and via other forms of digital dissemination of music such as, without limitation, games and gaming platforms, cell phones and mobile memory and hard drive devices, and (b) use artists' and producers' name(s), photographs and likenesses, biographical and other information in connection with the Recordings and Turmic Records' business. Turmic Records will not have any merchandising rights for products other than the Recordings. Although the rights granted to Turmic Records are non-exclusive, once Turmic Records places a Recording with an account (that Artist/Group has not already licensed), that account shall be exclusive to Turmic Records. Physical distribution of music via traditional sound carriers, such as vinyl records, cassettes, CD's and DVD's, is not included in this agreement. The "Term" of this agreement, with respect to each Recording delivered hereunder, shall begin on the respective delivery date and end ten (10) years thereafter. At the end of that ten-year period the Term shall continue without interruption for succeeding ten-year periods, subject to termination by either party with respect to any new ten-year period by giving the other party notice at least thirty (30) days prior to the start of such period.

### 2. Recordings

The "Recordings" shall include the phonorecord sound recordings that Artist/Group now submits to Turmic Records as well as any other recordings that Artist/Group chooses to add hereafter by giving Turmic Records notice. Upon request, Turmic Records will periodically provide Artist/Group with listings of the accounts to which the Recordings have been licensed. Turmic Records shall not be responsible for any inadvertent error in any listing of Artist/Group's Recordings and reserves the right to reject any Recording(s), artwork or other material artist submits.

### 3. Royalties

Turmic Records will pay Artist/Group fifty percent (50%)/sixty percent (60%)/seventy percent (70%) (*depending on the offer TR makes to you*) of "Net Income" (defined below), accounted for quarterly. Payment will be processed quarterly once Artist/Group royalty balance reaches USD\$50.00. "Net Income" means Turmic Record's gross receipts directly from the sale of the Recordings, minus all related out-of-pocket costs and expenses. Any objection relating to any accounting statement or any lawsuit arising there from must be made (and any lawsuit commenced) no later than one year after the date the statement is rendered and Label hereby waives any longer statute of limitations that may be permitted by law.

Artist/Group is responsible for providing updated e-mail address and contact info to Turmic Records, in order to receive on-time payments. Any change and update in the contact info shall be submitted to [info@turmicrecords.com](mailto:info@turmicrecords.com). Any monies paid to Artist via Paypal that remain unclaimed for ninety (90) days will be returned to Turmic Records.

### 4. Fees

A €50,00/€60,00/€70,00 (*depending on the offer TR makes to you*) non-refundable fee will be charged for the first CD submitted and €25,00/€30,00/€35,00 (*depending on the offer TR makes to you*) for each additional CD. Artist/Group is responsible for any additional bank or wiring fees. Swedish citizens are charged 25% VAT on top of the fee.

### 5. Third Party Obligations

Artist/Group shall be solely responsible for securing and paying for digital phonorecord delivery (DPD), mechanical and any other licenses required from musical composition copyright owners (or their agents) in connection with Turmic Records' exploitation of rights hereunder, royalties due to artists, producers and other persons who performed in the making of the Recordings and all payments that may be required under collective bargaining agreements.

### 6. Warranties; Representations; Indemnities

Artist/Group warrants and represents that it has the right and authority to enter into this agreement and to grant to Turmic Records all rights specified; all of the Recordings, artwork, metadata, videos and any other materials furnished by Artist/Group to Turmic Records or relating to the Recordings are owned or controlled by Artist/Group and shall not infringe on the copyrights or other rights of any person or entity; and that Turmic Records shall have the right to exploit same in all manner hereunder free from adverse claim and without any obligation to make any payment of any nature to any person or entity, other than the royalties due to Artist/Group described in paragraph 3 above.

Artist/Group shall defend and indemnify Turmic Records (including its directors, members, officers, employees and other representatives) against any third party claims or expenses and losses resulting from breach, or a claim which if true would constitute a breach, of Artist/Group's warranties, including reasonable attorneys' fees and litigation expenses. Turmic Records shall give Artist/Group prompt notice of any claim and Artist/Group shall defend Turmic Records at Artist/Group's expense with counsel approved by Turmic Records (which approval shall not be unreasonably withheld). If a claim is made Turmic Records shall have the right to withhold payment of royalties hereunder in an amount reasonably related to the claim and potential expenses.

## 7. Other Important Provisions

(a) Turmic Records cannot guarantee exploitation of the Recordings, which will depend on the marketplace. Turmic Records may assign its rights under this agreement in whole or in part. Artist/Group shall notify Turmic Records if Artist/Group assigns this agreement. This agreement does not create a partnership or joint venture. This agreement constitutes the entire agreement between Artist/Group and Turmic Records pertaining to its subject matter and may not be changed, waived, discharged or terminated except by an instrument in writing signed by Artist/Group and Turmic Records.

(b) Neither party shall be deemed in breach of this agreement unless the other party has given the breaching party notice, and the breaching party has failed to cure such breach within 30 days after receipt of such notice. In no event shall any breach entitle either party to rescind the rights granted hereunder, but rather the aggrieved party shall only be entitled to damages reasonably related to the breach concerned and no penalty shall be awarded to either party.

(c) This agreement provides that the undertaking described herein shall be carried out with the mutual understanding and cooperation of both parties hereof. In the event any disputes or differences may arise between the parties hereunder, each party shall use its best effort to resolve such disputes or differences by consulting each other to the benefit of both parties. If the parties cannot settle such disputes or differences hereto, they shall be finally settled by either arbitration or settlement in accordance with the rules of Conciliation and Arbitration of the International Chamber of Commerce. The place of arbitration shall be Malmö, Sweden.  
Agreed:

Artist/Group: \_\_\_\_\_

Name of Contact Person : \_\_\_\_\_ Date of birth: \_\_\_\_\_

Date and Contact Person 's signature. \_\_\_\_\_

Signature of parent if Contact Person is under 18 years old: \_\_\_\_\_

Date and signature of Turmic Records Representative: \_\_\_\_\_

**Scan the signed agreement and send it to [labelmanager@turmicrecords.com](mailto:labelmanager@turmicrecords.com)**

**OR**

**Put one copy of the signed agreement in an envelope and send it by post to:**

**Turmic Records  
Turning Torso  
Lilla Varvsgatan 14  
211 15 Malmö  
SWEDEN**