



Copyright Assignment and Release of Rights

By signing below, you (Producer) agree to the following terms with Individual Entrepreneur : I am ghost producer.

RECITALS

- A. Company is an Internet platform for aggregating Musical Compositions created by individuals, groups and/or entities for the purpose of selling those Musical Compositions to other individuals, either for direct appropriation or for the creation of Derivative Compositions;
- B. Producer is an individual or other entity, which creates, composes, and/or produces Musical Compositions and other works;
- C. Producer desires to engage Company's Services to assist in the sale of Musical Compositions created by Producer;
- D. Producer agrees to transfer all rights in the track titled **Bigelow**, BPM **128** key (scale) **A min** to the Company indefinitely in exchange for **263\$** ("Payment") as compensation, subject to this Agreement; and

NOW, THEREFORE, in consideration of the covenants, agreements, representations and warranties, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company and Producer hereby agree as follows:

ARTICLE ONE

DEFINITION

Terms defined elsewhere in the Agreement and not listed below shall have the meanings ascribed to them therein.

- 1.1 "Site" refers to the Internet site with the web address of www.iamghostproducer.com owned by Company.

1.2 “Musical Composition” consists of music or sounds, including any accompanying words, recorded or composed by the use of musical instruments, computer programs and/or any other sound production equipment, digital, analogue or otherwise.

1.3 “Copyrighted Work” consists of any and all Musical Compositions or other works uploaded by Producer, in any form, to the Site. This includes, but is not limited to, the file types listed in Exhibit A.

1.4 “Derivative Composition” includes any modified version or versions of a Copyrighted Work.

1.5 “Confidential Information” consists of any and all information and materials, tangible or intangible, relating in any manner to the Company (including all trade secrets), its personnel (including their officers, directors, employees, agents and/or contractors), its actual and prospective customers, clients, members and accounts and all others with whom the Company does business. Confidential Information includes but is not limited to, computer files, books, documents, other records or other data information lists, and all other information pertaining to present or former accounts, business or marketing plans or strategies, forecasts, financial information, works in progress, and other business information. Confidential Information also includes any and all information concerning the production, creation, Producer-identity, maintenance, storage and all possible Company treatment of Licensed Work.

1.6 “Service” or “Services” means mean services provided by Company for facilitating the buying and selling of custom made Musical Compositions, including all features and functionalities, website, and user interfaces, as well as all content and software associated with our service.

ARTICLE TWO

LICENSE & COPYRIGHT ASSIGNMENT

2.1 Temporary License. In using Company’s Services, Producer hereby grants to Company an exclusive, worldwide, royalty-free, temporary license to use, reproduce, modify, distribute, and sell the Copyrighted Work and any Derivative Compositions. Producer agrees not to reproduce, modify, sell, distribute or otherwise disseminate the Copyrighted Work for the term of the Temporary License, which is for a period until Copyrighted Work is sold or until Services are deemed complete or terminated. No right to disclose knowledge of, publicly perform or reuse the Copyrighted Work is granted, either expressly or by implication, including without limitation, any rights to edit, enhance, remake or remix new versions or Derivative Compositions of the Copyrighted Work.

2.2 Copyright Assignment. Upon purchase of Copyrighted Work by third-party buyer, the temporary license is terminated and Producer hereby irrevocably assigns and transfers to Company all of Producer’s right, title and interest in the Copyrighted Work. The rights hereby granted to Company include, without limitation, the right to do any and all acts or things necessary or appropriate to protect the rights granted hereunder, including the copyright, and to institute any actions for such purpose in the name(s) of Producer, Company or both of them.

2.3 Property Rights. Producer acknowledges and agrees that, upon assignment, Company owns all right, title, and interest in the Copyrighted Work now or hereafter subject to this Agreement, and in all of Producer’s copyrights relating to the design, production or composition of the Copyrighted Work. The use by Producer of any of these property rights, without the written approval of Company, is not authorized.

2.4 No Further Use. Producer acknowledges that after the Effective Date of this Agreement that Producer will stop using all Copyrighted Work submitted to the Site and will not challenge the Company's use of Copyrighted Work.

2.5 Site and Copyrighted Work. This Agreement does not guarantee that Copyrighted Work will be featured on the Site. The Company may, for any reason, remove Copyrighted Work from the Site. Producer receives no compensation for Copyrighted Work being featured on the Site. Producer only receives compensation when Company can find a third party buyer for Copyrighted Work. The Company will make all best efforts to find a third party buyer for Copyrighted Work.

2.6 When Payment Is Due. Payment is conditioned on finding third party buyers for Copyrighted Work. If a third party buyer cannot be found for Copyrighted Work, Company may relinquish all right, title and interest in the Copyrighted Work back to Producer and terminate this Agreement. No payment is due to Producer if this Agreement is terminated or if all right, title and interest in the Copyrighted Work is relinquished back to Producer.

2.7 Producer acknowledges and understands that from time to time, Company will have promotions via the Site offering discounts to sell Musical Compositions. Producer agrees to up to a 20% deduction in the Musical Composition price. Payment should the Musical Composition be sold at a reduced rate. Should the Musical Composition be sold without a reduced rate, Producer will be entitled to the entire Payment per this agreement. However, if the Musical Composition sold during promotion, Company increase Producer's rate from 70% to 80%.

ARTICLE THREE

REPRESENTATIONS AND WARRANTIES

Producer warrants and represents the following related to Copyrighted Work:

3.1 Producer has the authority to enter this Agreement, is the owner of Copyrighted Work and has not previously sold or transferred Copyrighted Work to any third party.

3.2 Producer represents that this Licensed Work has never been made public or presented to a third party, social media website, music streaming, or music-sharing platform, including, but not limited to, Pandora, Spotify, SoundCloud, YouTube, Instagram, Twitter, or Facebook.

3.3 Producer represents that this Copyrighted Work has not been previously submitted to any music or record label company, website, blog or any other music promotion outlet and that Copyrighted Work was not created while the Producer was employed by a third party in the music industry.

3.4 Producer represents and warrants that Copyrighted Work does not feature any unregistered loops or samples and that all Copyrighted Work is original.

3.5 Producer represents that the Copyrighted Work is not constructed from a computer program construction kit or other prepackaged music composition mechanism.

3.6 Producer agrees not to share this Copyrighted Work to any third party or perform the Copyrighted Work at any time.

3.7 Producer agrees not to disclose to any third party the fact that Producer is the original creator of the Copyrighted Work.

ARTICLE FOUR

CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

4.1 By virtue of this Agreement, Producer may be exposed to possible Company Confidential Information. All Confidential Information, whether provided to Producer by the Company or by any client or prospective client of the Company, or from any other source, or prepared by Producer during the term of Producer's service under this Agreement, belongs to the Company and remains property of the Company at all times. Producer agrees to hold in trust and confidence all Confidential Information during and after this Agreement. Producer acknowledges and agrees that such Confidential Information is unique and valuable to the Company and is developed and acquired through substantial investments of time, effort and financial and other resources. Producer shall not disclose any Confidential Information to anyone outside of the Company without the written approval of the Company, or use any Confidential Information for any purpose other than for the benefit of the Company. Upon termination of this Agreement by either party for any reason (a) Producer shall not use Confidential Information, or disclose Confidential Information to anyone, for any purpose, unless expressly requested or authorized to do so in writing, (b) Producer shall not retain or take with Producer any Confidential Information in any form, (c) Producer shall destroy any Confidential Information retained in intangible form and (d) Producer shall immediately deliver to the Company any and all Confidential Information in a tangible form that Producer may then thereafter hold or control, as well as all other property, equipment, documents or things that Producer was issued or otherwise received or obtained during the term of this Agreement.

4.2 Producer acknowledges and agrees that Company owns all right, title, and interest in the Confidential Information now or hereafter subject to this Agreement. Use of Confidential Information by Producer without prior permission from Company is not authorized. Company's failure to enforce certain limitations related to Producer's use of the Confidential Information does not operate as a waiver of future rights to enforce the same limitations.

ARTICLE FIVE

GENERAL PROVISIONS

5.1 **Governing Law; Jurisdiction.** To the maximum extent permitted by applicable law, the provisions of this Agreement shall be governed by and construed and enforced in accordance with the laws of Ukraine, without regard to principles of conflicts of law. Each of the parties hereto irrevocably and unconditionally confirms and agrees that it is and shall continue to be (i) subject to the jurisdiction of the Arbitration Court of Ukraine, and (ii) subject to service of process in Ukraine. Each party hereto hereby irrevocably and unconditionally (a) consents and submits to the exclusive jurisdiction of any state court located in Ukraine, for any actions, suits or proceedings arising out of or relating to this Agreement or the transactions contemplated by this Agreement (and agrees not to commence any litigation relating thereto except in such courts), and (b) waives any objection to the laying of venue of any such litigation in the Arbitration Court of Ukraine.

5.2 **Counterparts.** This agreement may be signed, physically or electronically, in any number of counterparts, each of which is an original and all of which taken together form one single document. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5.3 Termination. Company may terminate this Agreement if a third party buyer cannot be found for any of Producer's Licensed Work or when all of Producer's Licensed Work is removed from the Site and returned to Producer. If either party breaches any provision of this Agreement and if such breach is not cured within fifteen (15) days after receiving notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this Agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.

5.4 Partial Invalidity. If any paragraph, provision, or clause in this Agreement shall be found or be held to be invalid or unenforceable in any jurisdiction in which this Agreement is being performed, the remainder of this Agreement shall be valid and enforceable and the parties shall negotiate, in good faith, a substitute, valid and enforceable provision which most nearly effects the parties' intent in entering into this Agreement.

5.5 Indemnification of Company. Producer agrees to indemnify and hold Company harmless against any cost, loss, liability, or expense (including attorneys' fees) arising out of third party claims against Producer which arise as a result of or in connection with the performance, modification, use or distribution of the Copyrighted Work and/or Derivative Composition by Producer, which results in the damage to persons or property or infringement of a third-party copyright or misappropriation of a third-party interest. In no event will Company be liable for any damages (including but not limited to lost profits or loss of use), or for legal fees, costs and expenses, arising out of use, sale or modification of the Licensed Work. Producer also agrees to indemnify and hold Company harmless against any cost, loss, liability, or expense (including attorneys' fees) arising out of third party claims against Company resulting from Producer's misrepresentation concerning any terms of this Agreement.

5.6. The Producer is responsible for all taxes payable to the local tax office and electronic payment systems for the track including any income taxes or any similar local taxes payable with respect to the fee. All such tax payments shall accrue and be paid in addition to the producer's Payment stated herein and no portion of any such tax payments to be made by the Producer hereunder shall be deductible from the Producer's Payment which is expressly agreed as being stated net of all taxes payable.

FOR THE PRODUCER:

Signed:



Name and Surname : Anatolii Vered

Date: 25.05.20

Phone: +48795264543

Pay Pal: Arysofficial@gmail.com

Number of Credit Card:

(It needs if you have not PayPal)

EXHIBIT A

Non-exhaustive list of file types:

- MP3
- WAV
- AIFF
- AU
- FLAC
- MPEG
- AAC
- WMA
- M4A
- RAW
- WV
- AUP