

09.27.2022

Recording Agreement

This recording agreement between Octavia Olivia Oliver6060 and Ontaren Entertainment is effective upon the signing of all parties. Artist and Company agree to be bound by the following terms, in relation to the digital and physical release of Artist's sound recordings and compositions.

Distribution, Exclusivity, and Term. Company retains exclusive digital distribution rights to Record in perpetuity. Company retains exclusive rights to physical distribution of Record on compact disc, cassette, vinyl and all other physical formats, now existing or hereafter arising, in perpetuity.

Ownership and Manufacturing. The Company owns all sound recordings and compositions associated with Record and may seek to exploit those sound recordings and compositions in any commercially reasonable manner. Company shall register the copyright in the name of the Company. Company controls the copyright in Record for the duration of the Agreement and shall pay to Artist sound recording, mechanical, and publishing royalties, as well as synchronization licensing fees arising from the Record.

Artist agrees to include Company logo and name, as well as all catalog numbers, barcodes, and technical data in association with Record in any format for the duration of this Agreement.

Sound Recordings and Mechanical Royalties. Company shall pay to Artist 10% to 20% of all net royalties from digital sales of Record's songs. Net means those royalties remaining after all of Company's reasonable expenses related to the production, distribution, promotion, marketing, and sale of the record, including recoupment of costs related to physical product. Expenses means costs arising from or related to the production, distribution, promotion, marketing, sales and any other cost associated with Record.

Company shall pay to Artist 10% to 15% of all net royalties from physical sales, after full recoupment of costs related to physical product.

Royalty statements shall be provided from Company to Artist on the 1st day of April, reflecting the prior calendar year ending December 31st.

Artist shall have the right to audit Company's royalty records, at Artist's expense.

Publishing and Composition Royalties. Company shall deduce from gross publishing receipts (monies received) for the following expenses to the extent that such expenses were actually paid or incurred by Company including, but not limited to, songwriter's royalties and advances,

registration fees, lead sheets, arrangements, and all other miscellaneous fees and expenses incurred on behalf of the compositions comprising the Record.

Company shall pay to Artist 50% to 75% of net publishing receipts less the above contemplated deductions.

Sheet music and all printed materials concerning the compositions comprising the Record shall bear the name(s) of the copyright registrant(s).

Performing Rights Organizations' ("P.R.O."), such as ASCAP, BMI, and SESAC, song clearance and record clearance cards and forms shall bear the names of Company and Artist. The P.R.O.(s) shall pay one half to each party.

Company shall render statements and make payments to Artist semi-annually within sixty (60) days after the last day of each January through June, and July through December semi-annual period.

Publisher shall be free to make licensing and sub-publication agreements without consulting Artist and upon whatever terms it deems commercially reasonable.

Synchronization Licenses.

All fees for synchronization licensing and placement opportunities shall be split 50% between Artist and Company. Synchronization licenses procured with third party entities, agencies, managers, or sub-publishers requiring payment to such third party entity, agency, manager, or sub-publisher, shall pay Artist 45% of the synchronization licensing fee collected by Company after the third party entity, agency, manager, or sub-publisher's fee.

Disputes. If any dispute arises during or after the term of this Agreement between Artist and Company, parties shall hold negotiations amongst themselves before pursuing litigation.

Indemnification. Artist will indemnify, protect, defend, and hold Company harmless from and against, any and all loss, cost, damage and expenses arising from, or in any way related to, any third party claims against Artist.

Company will indemnify, protect, defend, and hold Artist harmless from and against, any and all loss, cost, damage and expenses arising from, or in any way related to, any third party claims against Company.

Written Agreement. This Agreement constitutes the sole agreement between the Company and Artist with no additions, deletions, or modifications that may be accomplished without the

written consent of both parties. Any oral representations made at the time of executing this Agreement are not legally valid and, therefore, are not binding upon either party.

Original Copies. Each signatory to this Agreement acknowledges receipt of an executed copy thereof.

Governing Law. This Agreement shall be bound to the laws of California.

Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, but instead will be enforced to the full extent permitted by law.

Date and Signature. The parties acknowledge having read this Agreement and hereby bind themselves to this Agreement with their authorization affixed below.


(Signature Page Follows)

Chilliix

Date 09.27.2022

ChillyChilliChi

Ontaren Entertainment

oCTαvIA 

Date 09.27.2022

Octavia Olivia Oliver6060

Octavia

This is a fake contract and is a roleplay.