

## ASSIGNMENT AGREEMENT

Date: [ ]

The following shall constitute the Agreement between [ ] (ID Card Number [ ] OR Passport Number [ ]; Country [ ]), e-mail: [ ] (“Songwriter”) and Individual Entrepreneur Maxim Zagorulko (Principle State Registration Number 318547600168972, Tax ID 540863310966), e-mail: [info@everysong.pro](mailto:info@everysong.pro) (“Company”) regarding the subject matter set forth below.

### RECITALS

- A. Company is a rightsholder of the Internet platform for aggregating and selling Songs created by songwriters;
- B. Songwriter is an individual or other entity, that creates, composes and/or produces the Song or any person or entity acting on Songwriter’s behalf or under Songwriter’s direction or control;
- C. Songwriter desires to engage Company’s Services to assist in the sale of the Song;
- D. Songwriter agrees to transfer all the rights to the Song titled [ ], to the Company in exchange for [ ] US dollars (“Payment”) or the Payment reduced by discount, 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 Songwriter hereby agree as follows:

### DEFINITION

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

- 1.1 “Store” means the Company’s platform for aggregating and selling Songs created by songwriters.
- 1.2 “Composition” means music work including any accompanying lyrics (if any) embodied on the Master.
- 1.3 “Master” means demo master recording including embodied performance of the Composition.
- 1.4 “Song” means collectively the Master and the Composition.
- 1.5 “Cover Artwork” means cover artwork and any other artwork or images relating to the Song.
- 1.6 “Confidential Information” means 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 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.
- 1.7 “Service” or “Services” means services provided by Company for facilitating the selling of the Songs, including all features and functionalities, website, and user interfaces, as well as all content and software associated with the Store.

### LICENSE & ASSIGNMENT

**2.1 Temporary License.** By using Company’s Services, Songwriter hereby grants to Company an exclusive, worldwide, royalty-free, temporary license to use, reproduce, modify, distribute, publicly perform, transmit, communicate, distribute and sell the Song until the Song is sold or until Songwriter removes the Song from the Store. Songwriter also grants to the Licensee a non-exclusive, worldwide, royalty-free, temporary license to use, reproduce, modify, distribute, publicly perform, transmit, communicate the Cover Artwork.

**2.2 Assignment.** Upon purchase of the Song by third-party buyer, the temporary license shall be terminated, and Songwriter hereby irrevocably assigns and transfers to Company all of Songwriter’s right, title and interest in the Song including the Composition and the Master embodied performance.

**2.3 Property Rights.** Songwriter acknowledges and agrees that upon assignment Company owns all right, title, and interest in the Song now or hereafter subject to this Agreement. Without limiting the generality of the foregoing, Company shall have the exclusive and unlimited right to the Song, including, but not limited to, the exclusive, unlimited and

perpetual rights throughout the universe: (i) to manufacture, advertise, sell, lease, license, distribute or otherwise use and exploit the Song; (ii) to release the Song under any name, trademark or label which, Company or any of its licensees, may from time to time elect; (iii) to perform such Song publicly and to permit public performances thereof by means of radio broadcast, television, electronic transmission, webcast or any other method now or hereafter known; and (iv) to reproduce, adapt, transmit, communicate or otherwise use such Song, all upon such terms and conditions as Company may elect. For avoidance of doubt, Songwriter waives all moral and like rights to the Song.

**2.4 Files Transfer.** Songwriter provides Company with demo with vocals (MP3; 320kbps), instrumental (WAV; 24 bit; 44.1khz), trackout —individual tracks for each instrument (WAVs; 24 bit; 44.1khz), lyrics of the Song and the Cover Artwork.

**2.5 Store and Song.** This Agreement does not guarantee that the Song will be featured on the Store. The Company may, for any reason, remove the Song from the Store. Songwriter receives no compensation for the Song being featured on the Store. Songwriter only receives compensation when Company can find a third party buyer for the Song.

**2.6 When Payment Is Due.** Payment is conditioned on finding a third party buyer for the Song.

**2.7 Discounts.** Songwriter acknowledges and understands that from time to time, Company will have promotions via the Store offering discounts to sell Songs. Songwriter agrees to the following deductions in the Song's price: (i) up to 20% deduction without any additional Songwriter's approval; (ii) more than 20% deduction subject to Songwriter's prior approval via e-mail. Therefore, should the Song be sold at a reduced rate, Songwriter is entitled to the reduced payment per this agreement. If the Song is sold during promotion, Company doesn't increase Songwriter's rate.

**2.8.** Songwriter acknowledges that after the Effective Date of this Agreement, Songwriter will stop using the Song submitted to the Store and will not challenge Company's use of the Song. Songwriter agrees not to share the Song to any third party or perform the Song at any time.

## **REPRESENTATIONS AND WARRANTIES**

**3.1** Songwriter represents and warrants that Songwriter has the authority to enter this Agreement, is the owner of the Song and has not previously sold or transferred the Song to any third party.

**3.2** Songwriter represents and warrants that the Song and/or its significant element have 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** Songwriter represents and warrants that the Song has not been previously submitted to any music or record label company, website, blog or any other music promotion outlet and that the Song was not created while Songwriter was employed by a third party.

**3.4** Songwriter represents and warrants that the Song does not feature any unregistered loops or samples and that the Song is original.

**3.5** Songwriter represents and warrants that the Song has not been constructed from a construction kit computer program or other prepackaged music composition mechanism.

**3.6** Songwriter represents and warrants that Songwriter knows of no material claims, nor basis for such claims, which may affect the ownership or validity of the Song.

**3.7** Songwriter represents and warrants that Songwriter shall be solely responsible for the payment of any royalties or other payments to any third parties, including, without limitation, to any songwriters, co-writers, performers and other creators of the Song.

**3.8.** Songwriter represents and warrants that the Cover Artwork and/or the Song (including, without limitation, lyrics, music, performance, master and any other element of the Song) shall not infringe upon any other material, or violate or infringe upon any common law or statutory rights, including but not limited to copyright, trademark rights, and rights of privacy and publicity of any third party.

## CONFIDENTIAL INFORMATION AND NON-DISCLOSURE

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

4.2 Songwriter 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 Songwriter without prior permission from Company is not authorized. Company's failure to enforce certain limitations related to Songwriter's use of the Confidential Information does not operate as a waiver of future rights to enforce the same limitations.

## GENERAL PROVISIONS

5.1 **Governing Law; Jurisdiction.** The Agreement shall be deemed to have been made in the State of New York, without regard to its conflict of laws provisions, and its validity, construction, performance and breach shall be governed by the laws of the State of New York. Any dispute, controversy or claim which may arise out of or in connection with the Agreement or the entry into force, conclusion, alteration, execution, breach, termination or validity thereof, shall be settled by arbitration at the International Commercial Arbitration Court at the Chamber of Commerce and Industry of the Russian Federation in accordance with its applicable regulations and rules. An arbitral award shall be final for the parties. It shall not be allowed to submit a motion to a state court to make a decision on the lack of jurisdiction of an arbitral tribunal in connection with the issuance by the arbitral tribunal of a separate order on existence of jurisdiction as a matter of preliminary nature.

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 (e.g. via ) shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5.3 **Termination.** Company shall have the right, at any time, to terminate the Temporary license immediately for any reason, or no reason, that Company may determine in its sole discretion. Songwriter shall have the right to terminate the Temporary license and remove the Song from the Store with thirty (30) days prior email notice to Company. The thirty days period shall be deemed to have started on the date Company confirms the receipt of the request for the Song removal.

5.4 **Partial Invalidity.** If any provision of the Agreement or the application thereof shall for any reason be declared by a court of competent jurisdiction or arbitration proceeding under the Agreement to be invalid or unenforceable, the remainder of the Agreement shall not be affected, void or invalidated thereby . It is declared to be the intention of the parties that the Agreement shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal, and enforceable while preserving its intent or, if such modification is not possible, by substituting it therefore for another provision that is valid, legal, and enforceable so as to materially effectuate the parties' intent.

**5.5 Indemnification.** Songwriter agrees to indemnify, defend, and hold Company, buyer, assigns, licensees, sub-licensees and other third parties harmless from and against all third party claims and resulting damages, liabilities, losses, costs and expenses, including, without limitation, reasonable attorneys' fees and court costs, arising out of or connected with any breach or alleged breach by Songwriter of any warranty, representation or agreement made herein or pertaining to any act, error, or omission committed by Songwriter or any person or entity acting on Songwriter's behalf or under Songwriter's direction or control.

**5.6. Taxes.** Songwriter is responsible for all taxes payable to the local tax office and electronic tax 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 Songwriter's Payment stated herein and no portion of any such tax payments to be made by the Songwriter hereunder shall be deductible from Songwriter's Payment which is expressly agreed as being stated net of all taxes payable.

**FOR SONGWRITER:**

Signed: \_\_\_\_\_

Full name: \_\_\_\_\_

**FOR COMPANY:**

Signed: \_\_\_\_\_

Full name: \_\_\_\_\_

<http://everysong.pro/>

