

Every song

<https://everysong.pro/>

ASSIGNMENT AGREEMENT № R-488-2020

As of 01/07/2020

The following shall constitute the Agreement between John Parker (C15326485, USA); e-mail: johnparker9090@gmail.com (“You”) and Individual Entrepreneur Maxim Zagorulko (Principle State Registration Number 318547600168972, Tax ID 540863310966), e-mail: info@everysong.pro (“Company”) regarding the subject matter set forth below.

WHEREAS

A. Song-writers Store is a Company’s platform for aggregating and selling Songs created by producers and songwriters (“Store”);

B. Company is willing to assign and transfer to You the rights to the following Song titled Run genre Pop rightsholder Individual Entrepreneur Maxim Zagorulko.

“**Composition**” means music work including any accompanying lyrics (if any) embodied on the Master;

“**Master**” means demo master recording including embodied performance of the Composition.

“**Song**” means collectively the Master and the Composition.

1 ACCEPTANCE

1.1. You accept and agree to be bound by the terms of the Agreement by making the Payment. You understand and agree that the Agreement and transfer of rights shall not become effective until Company receives the full Payment.

2 ASSIGNMENT AND TRANSFER OF RIGHTS

2.1 You shall pay Company 930 US dollars (“Payment”) via Paypal or other authorised methods of payment on the Store. You are solely responsible for paying all transactional fees connected with the Payment.

2.2 Upon receipt of the Payment, Company hereby: (i) irrevocably assigns and transfers to You all rights, title and interest in and to the Song; (ii) provides You with the following download link <https://everysong.pro/en/order/CKM319844/> to a demo with vocals (MP3; 320kbps), instrumental (WAV; 24 bit; 44khz), trackout — the individual tracks for each instrument (WAVs; 24 bit; 44khz), lyrics of the Song and Agreement in .pdf format.

2.3 You shall own right, title and interest in and to the Song after the assignment. Without limiting the generality of the foregoing, You, and each person authorized by You, 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 You, or any of your 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 You may elect.

- 2.4 For avoidance of doubt, You may publish the Song on third party "user-generated" content distribution platforms (e.g., YouTube) (each a "UGC Platform"). If You become aware that any third party claims any ownership interests in the Song, You agree to promptly notify Company of each such claim.

3 REPRESENTATIONS AND WARRANTIES

- 3.1 You and Company each warrant and represent that neither You nor Company is under any disability, restriction or prohibition, whether contractual or otherwise, with respect to each of your right to execute the Agreement or to fully perform its terms and conditions. Without limiting the foregoing, You and Company specifically warrant and represent that no prior obligations, contracts or agreements of any kind undertaken or entered into by You or Company shall interfere in any manner with the complete performance of the Agreement.
- 3.2 Company represents and warrants that: (i) Company has the right to enter into the Agreement and to perform all of its obligations hereunder and transfer the rights set forth herein; (ii) Company has not granted to any third party any rights that are inconsistent with the rights transferred to You hereunder; (iii) Company knows of no material claims, nor basis for such claims, which may affect the ownership or validity of the Song; (iv) producer(s) of the Song waived all their moral and the like rights.

4 INDEMNIFICATION; LIMITATION OF LIABILITY

- 4.1 Company agrees to indemnify and hold You harmless against any cost, loss, liability, or expense arising out of third party claims against You which arise as a result of or in connection with the breach of Company's representations and warranties which results in the damage to persons or property or infringement of a third-party copyright.
- 4.2 Company's aggregate liability for any and all causes of action arising out of or related to the Agreement shall not exceed the amount of Payment.
- 4.3 In no event will Company be liable to You or any third party for any indirect, consequential, exemplary, incidental, special or punitive damages, including damages for lost profits or lost data arising from or in connection with the Agreement. The limitations of liability set forth in this section will apply regardless of the cause of action under which such damages are sought, whether for breach of contract, negligence, strict liability, or other tort, whether or not the parties were or should have been aware or advised of the possibility of such damage, and regardless of whether any remedy fails of its essential purpose. You and Company agree that the limitations of this section are an essential element of this Agreement, that the agreements made in this section reflect a reasonable allocation of risk, and that each party would not enter into this agreement without these limitations on liability.

5 MISCELLANEOUS

- 5.1 No breach of the Agreement by Company shall be deemed material unless within thirty (30) days after You learn of such breach, You serve notice thereof on Company specifying the nature thereof and Company fails to cure such breach, if any, within sixty (60) days after receipt of such notice.
- 5.2 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.

- 5.3 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.
- 5.4 All notices hereunder shall be sent electronically to the Email addresses first provided above.

