CONTRACT No. B / N

ON GRANTING THE RIGHT TO USE OBJECTS OF COPYRIGHT AND RELATED RIGHTS

ON EXCLUSIVE LICENSE

Moscow "\_\_\_" \_\_\_\_\_ 2019

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being the owner of exclusive copyrights to the Work specified in the Appendices to this Agreement, hereinafter referred to as the “Licensor”, on the one hand, and Vergo Music LLC, represented by the Director General Chernosculov Anton Valerievich, acting on the basis of the charter, hereinafter referred to as the “Licensee ", On the other hand (hereinafter jointly the Parties), have concluded this Agreement (hereinafter the" Agreement ") as follows:

CONCEPTS USED IN THIS AGREEMENT

In this Agreement, the following terms will have the following meanings:

Works - musical works with text (without text), including arrangements as well as audiovisual works listed in the Appendices to this Agreement.

Album / Collection - a set of phonograms, performances, works performed by one or more performers, arranged in a certain order and united under a common name, which includes the Works specified in the Appendices to this Agreement (all or all of them only).

Performances - Presentation by the Performers of the Works through singing, playing musical instruments, the list of works is indicated in Appendix No. 1

Phonograms- Sound recordings of performances of works. The list of phonograms is indicated in Appendix No. 1

Objects - Collectively Works, Performances, Phonograms.

Performer - A citizen whose creative work created the performance - Artist-Performer (actor, singer, musician, dancer or other person specified in Appendix No. 1

Media - any kind of material media, including video and sound media (LP, MC, CD-DA, CD-ROM, MPEG 3, BLU RAY, MPEG 4, DAT, DVD, Audio-DVD, HD-DVD, VHS, USB flash drives and so on), both known at the time of signing the Agreement, and those that will be invented in the future, including various printing products.

Master tape recording of Works on an R-DAT magnetic digital cassette, on a CD-ROM or other media acceptable to the Licensee, fully edited, balanced and suitable for the production of Media.

Duration - the period of time for which this Agreement is concluded and for which the Licensor grants the Licensee the right to use Works. The term will be calculated from the date of signing by the Parties to this Agreement and will be valid for three years.

 Territory - the territory within which the Licensee has the right to use the right to use Works. Permitted

Territory - the whole world.

Territory - the territory within which the Licensee has the right to use the right to use the Works. Permitted Territory - the whole world.

Content - Objects processed into a digital format (including MP formats,

MP3 MP4, WMA, WMA, AAC, MIDI and any other formats that exist and can

be used further During the term of this contract, for

providing subscribers with data networks and mobile, telephone,

satellite, television, cable or via Internet resources in

digitally and consumed using computers, laptops and others

digital devices (computer)

Mobile content means any objects created using Objects

and intended for use in mobile communications devices (telephones,

smartphones, tablets, and other similar

mobile devices) including, but not limited to:

Ringtone MIDI file with recordings intended for use as a sound signal of an incoming call of a mobile phone.

The right to use Objects - the right to use the Works,

Phonograms, Performances and their fragments (as part of collections or separately) together or

individually, under the conditions of an exclusive license during the Term in the Territory

in the following ways: playback on any kind of media and in any formats that

exist or will exist in the future during the term of this contract

1. SUBJECT OF THE AGREEMENT 1.1. The Licensor grants the Licensee the right to use the Works specified in the Annexes to the Agreement, under the conditions of an exclusive license, for a Term and Territory for a fee, and the Licensee accepts this right and undertakes to pay the Licensor the fee specified in the Annexes to the Agreement. The right to use the Products under an exclusive license includes the right to carry out and / or permit to carry out and / or prohibit the following actions in relation to the Works (listed in the Appendices to this Agreement), within the Territory during the Term for profit or without profit goals:

 1) reproduction of the Works in any form;

2) distribution of Works by sale or other alienation of its original or copies;

3) import of the original or copies of the Works for distribution purposes.

4) public display of works

5) rental of the original or a copy of Works;

6) public performance of Works.

7) broadcast message

8) cable communication

9) bringing Works to the public in such a way that any person can get access to Works from any place and at any time of their choice (bringing to the public)

10) translation or other processing of the Works

11) the inclusion of Works in any complex objects (audiovisual works).

The Licensor transfers to the Licensee the right to receive remuneration for each of the above methods of using Works. The Licensor transfers to the Licensee the right to receive remuneration for the reproduction of performances and phonograms of works, audiovisual works exclusively for personal purposes, established by Art. 1245 of the Civil Code of the Russian Federation, as well as for the public performance of Works (phonograms, performances), communication of the Works (phonograms, performances) on air, by cable, in accordance with Art. 1326 of the Civil Code and in accordance with Article 1270 of the Civil Code.

2. WARRANTIES OF THE LICENSOR

2.1. The Licensor guarantees that the exclusive right to use the Works specified in the Appendices belongs only to him and does not contain any borrowings or other elements that may be considered as violations of the rights of third parties at the time of signing this Agreement. The licensor warrants that the provided methods of using the Works listed in clause 1 of the Agreement are outside the rights and claims of third parties.

2.2. The Licensor guarantees that at the time of signing this Agreement it is not bound by any agreements and obligations regarding the methods of using Works listed in clause 1 of the Agreement (including one or more of them).

2.3. The licensor also guarantees that he will not enter into any contracts, agreements, etc. in order to provide any third party with any licenses for the use of the Works specified in the Appendices to the Agreement, within the Term of this Agreement and the Territory.

2.4. The Licensor undertakes to independently resolve all property and non-property claims (disputes) with third parties that may arise in connection with the execution of the Agreement. Licensee will be exempted from payments to any third parties.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Licensor undertakes to transfer to the Licensee the names of the Works, first names and surnames (pseudonyms) of the authors and performers (Appendices to this Agreement), which the Licensee undertakes to place on printing to Media. The Licensor bears all responsibility for the correctness of the indication in the Annexes of the names of the Works, names, surnames, pseudonyms of authors and performers.

3.2. In the event of the insolvency of its statements and warranties, the Licensor shall undertake to transfer all claims under this Agreement from third parties to the Licensee to its own account and bear all costs associated with it. In the event that third parties file a lawsuit against the Licensee for unlawful use of the exclusive license to use the Works transferred under the Agreement due to the fault of the Licensor, the Licensor agrees to act on his own behalf in the judicial authorities on the side of the Licensee, providing all the necessary information that he has and compensate all related this documented losses and legal costs of the Licensee.

3.3. The Licensee has the right to grant the right to use Works to third parties.

3.4. The Licensee has the right to use independently and / or permit third parties to use the Works as part of any Albums / Collections (both of all Works at once, or separately).

3.5. The name and compilation (arrangement and number of Works) of these Albums / Collections is determined by the Licensee at its sole discretion without prior approval from the Licensor.

3.6. During the term of the Agreement, the Licensee has the right to use and / or allow third parties to use the Works as part of a complex object (audiovisual work) for the entire duration of the protection of rights to the audiovisual work.

3.7. The Licensee is obligated to submit to the Licensor quarterly by the 15th day of month following the next month after the reporting period, written reports on the income received as a result of the sale of the work

3.8. The Licensor does not retain the right to issue licenses to other persons.

3.9. If prior to the signing of this Agreement the Works specified in the Appendices were not published, the Licensor permits the Licensee to publish Works.

4. RESPONSIBILITY OF THE PARTIES

4.1. The parties are liable in accordance with the current legislation of the Russian Federation.

4.2. A party to the Agreement whose interests are violated as a result of non-performance or improper performance of obligations under the Agreement by the other party is entitled to demand full compensation for the losses caused by this party, including lost profits.

5. SETTLEMENT OF DISPUTES

5.1. All disputes between the Parties on which no agreement will be reached are resolved in accordance with the legislation of the Russian Federation.

5.2. If the Parties do not come to an agreement, the dispute shall be resolved in the Moscow Arbitration Court in the manner prescribed by the current legislation of the Russian Federation.

6. FORCE MAJEURE

6.1. In the event of force majeure circumstances, the obligations under this Agreement may be suspended by mutual agreement of the Parties. Force majeure circumstances mean extraordinary external events, political and economic changes that directly affect the fulfillment of contractual obligations that occurred regardless of the will of the parties (fires, earthquakes, floods, epidemics, accidents, explosions, accidents, strikes, riots, unrest civilian population, actions of hostile forces, war), as well as all other events and circumstances that will be recognized and declared cases of failure in the manner prescribed by law Lima forces. The Party shall notify the other Party in writing of the occurrence of these circumstances and their termination in writing within one month.

7. FINAL PROVISIONS

7.1. After signing this Agreement, all preliminary negotiations on it, correspondence, preliminary agreements and protocols of intent on issues related to this Agreement in one way or another, lose their legal force.

7.2. The terms of this Agreement may be changed only by mutual agreement of the Parties with the compilation of a written document drawn up in the form of an annex to the Agreement and coming into force after mutual signing.

7.3. All annexes specified in this Agreement are made in writing, signed by authorized representatives of the Parties and are an integral part of this Agreement.

7.4. The contract can not be terminated ahead of schedule at the initiative of one of the parties. In the event that none of the parties announced the termination of the contract at the time the contract expires in writing, it is automatically extended for the same period.

7.5. This Agreement is made in two original copies having the same legal force.

8. DETAILS AND SIGNATURES OF THE PARTIES

Licensee: Vergo Music LLC

Bank account 40702810610000139257

in Tinkoff Bank JSC

TIN: 9710009928

BIC: 044525974

Correspondent account: 30101810145250000974

Address: 1st Tverskaya-Yamskaya 24

tel. 89055708300

General Director \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Chernosculov A.V. /

Licensor: Name

Passport (series, number, by whom issued, when)

Registered at:

Payment account

Name of the bank:

BIC

Gearbox

TIN (personal not bank)

email:

tel.

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ANNEX No. 1

to CONTRACT No. B / N

ON GRANTING THE RIGHT TO USE OBJECTS OF COPYRIGHT AND RELATED RIGHTS

ON EXCLUSIVE LICENSE

Moscow "\_\_\_" \_\_\_\_\_ 2019

The Licensor grants the Licensee the right to use the following Works, performances, phonograms

№ Name of Works Author of music Author of words Artist

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **№** | **Track Name** | **Music Author** | **The author of words** | **Artist Name** |
| 1 |  |  |  |  |
| 2 |  |  |  |  |
| 3 |  |  |  |  |
| 4 |  |  |  |  |
| 5 |  |  |  |  |
| 6 |  |  |  |  |
| 7 |  |  |  |  |

This Appendix is ​​an integral part of the Agreement No. B / N of "\_\_\_" \_\_\_\_\_ 2019.

drawn up in two original copies having the same legal force.

SIGNATURES OF THE PARTIES

Licensee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Chernosculov A.V.//

Licensor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / /

ANNEX No. 2

to CONTRACT No. W / n

ON GRANTING THE RIGHT TO USE OBJECTS OF COPYRIGHT AND RELATED RIGHTS

ON EXCLUSIVE LICENSE

Moscow "\_\_\_" \_\_\_\_\_ 2019

FINANCIAL CONDITIONS

1.1. The Licensee agrees to pay the Licensor for the right to use Works under the conditions of an exclusive license, a fee based on the 70% share of the licensor and 30% of the licensee. The specified remuneration is paid to the current account specified in clause 8 of the Agreement.

1.2. The parties agreed that the payments are in accordance with paragraph 1.1. of this application are made after deduction of all taxes and fees of the company under this agreement.

1.3. The date of fulfillment of the obligations of the Licensee under the Agreement shall be the day the funds are debited from the current account of the Licensee to the Licensor.

1.4. The parties agreed that the licensor receives payments if the sales revenue exceeds 1000 (One thousand rubles) for one or more reporting periods in the amount of

This Appendix is ​​an integral part of the Agreement No. Б / н "\_\_\_" \_\_\_\_\_ 2019

. Compiled in two original copies of equal legal force.

SIGNATURES OF THE PARTIES

Licensee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Chernosculov

Licensor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / /

ANNEX No. 3

to CONTRACT No. W / n

ON GRANTING THE RIGHT TO USE OBJECTS OF COPYRIGHT AND RELATED RIGHTS

ON EXCLUSIVE LICENSE

Moscow "\_\_\_" \_\_\_\_\_ 2019

ACCEPTANCE ACT

We hereby confirm that the Licensor transfers to the Licensee:

1. Master taping with the recording of Works referred to in Appendix No. 1 and No. 4 to the Agreement, the recording quality on which meets the requirements of the Licensee.

1. Recording media type: Digital.

2. The right to use the Works specified in Appendix No. 1 and No. 4 to the Agreement, under the conditions of an exclusive license by the methods specified in the agreement

3. The parties have no claims against each other.

This Appendix is ​​an integral part of the Agreement No. Б / н dated “\_\_\_” \_\_\_\_\_ 2019.

drawn up in two original copies having the same legal force.

SIGNATURES OF THE PARTIES

Licensee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Chernosculov A.V. /

Licensor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / /

ANNEX No. 4

to CONTRACT No. B / N

ON GRANTING THE RIGHT TO USE OBJECTS OF COPYRIGHT AND RELATED RIGHTS

ON EXCLUSIVE LICENSE

Moscow "\_\_\_" \_\_\_\_\_ 2019

Licensor grants Licensee the right to use the following audiovisual works

№ Title of Works Author of music Author of words Artist Director / Scriptwriter

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **№** | **Track Name** | **Music Author** | **The author of words** | **Track Name** | **Director / Scriptwriter** |
| 1 |  |  |  |  |  |
| 2 |  |  |  |  |  |
| 4 |  |  |  |  |  |

This Appendix is ​​an integral part of the Agreement No. B / N of "\_\_\_" \_\_\_\_\_ 2019.

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SIGNATURES OF THE PARTIES

Licensee:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / Chernosculov A.V.//

Licensor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ / /