

PRODUCER/LABEL AGREEMENT



Date: _____

This shall serve as the sole agreement between the label San Francisco Nights, legally represented from Lorenzo Gritti, with headquarters in via S.Elia 7- 24020 Torre Boldone (BG) - Italy, VAT 03471380166 (hereinafter referred to as "Producer/Label") and the

Artist(s) _____

professionally known as _____

date of birth _____

Birthplace _____

tax code _____

(hereinafter referred to as "Artist").

AGREED AS FOLLOWS

ART.1 - Object

The Artist, who claims to be free of any commitment similar to that covered by this contract, agrees to engage exclusively and worldwide for its artistic activity with specified name for the production of phonograph records, audio and if needed visual, musical compositions, suitable to the transfer of records, tapes, video discs, video tapes, digital media and formats, and any other similar means of reproducing sound and / or of the current and future (hereinafter sometimes called "media").

For the duration of this contract, the Artist agrees not to make other recordings for himself or for any third party, in every way and so, since this activity is reserved exclusively to the Producer/Label for the duration of these agreements.

ART.2 - Duration

Considering the permanent transfer as specified at Article 4, the term of this agreement shall commence as of the date hereof and shall continue until the completion of Producer/Label's services for realization/selling of 6 (six) SP or 3 (three) EP or 1 Album to be implemented within two years from agreement sign.

The executions of the same song performed by the Artist in different languages or different versions will be deemed for all purposes, but only once / production and the Producer shall have the exclusive right of exploitation and reproduction of all the versions under this contract.

ART. 3 - Selection of compositions and recording sessions

The works to be recorded will be chosen by mutual agreement by the Producer/Label and the Artist.

The Producer/Label will select the best execution /s and / or version /s of the Artist and the Artist agrees to repeat / correct running / track as far as necessary in order to achieve a satisfactory result and crew, in the opinion of Producer/Label.

The registration dates will be determined by agreement between the parts.

ART. 4 – Rights

The artist transfers to the Producer/Label the 50% of its rights as artist, composer and performer on the recording /song, for Italy and all countries of the world, which are determined by laws, rules and international conventions, current and future.

The Artist will thus be replaced by 50% to the Producer/Label in everything and everywhere, regarding his/her as an interpreter / performer and the ownership of records/songs and tapes and related matrices that will be taken, with fully attributable to all the inherent rights of exploitation.

In case of future transfer of rights to an Editor or a Major payments of this sale will be divided by 50% between Artist and Producer/Label.

The Producer/Label has the exclusive right to reproduce the recordings on discs, tapes, compact discs, mini discs, dat., Video discs, video tapes, digital media and other similar. present and future, to disseminate and transmit it in public radio, telephones, television, film scores and other similar, present and future, to



manufacture, distribute and sell any object and a means to reproduction, distribution, transmission, and in general use recordings, as well as adapting and re-record same recordings/songs.

The Producer/Label has the exclusive control of publishing rights and master rights of songs to make agreement with royalties collection companies (this royalties too are divided by two between Producer/Label and Artist).

ART.5. Obligations of the Producer/ Label

The Producer/ Label agrees:

- 1) To make each year the term of this contract, the minimum number of 2 (two) recording / releases.
- 2) To remunerate any person who Producer/Label intends to use to achieve optimum results with songs works and / or services for the realization of recordings / songs outside of the artist (singers, musicians, engineers, arrangers, etc..)
- 3) To pay all charges for the realization of the "master".

ART.6 Use

It is for the Producer/ Label to establish all the time and mode of reproduction of records, including the media type / s. selling prices, the time of marketing and its withdrawal, either temporary or permanent, from the market itself.

In particular it is for the Producer/ Label to determine, at its option any way relating to the sale or presentation of the recordings, combination of tracks recorded with both other Artist tracks and/ or other tracks from different artists, and the amount, terms and the time of any propaganda of the Artist and records.

At the end, the Artist hereby authorizes the Producer/ Label to do, directly or through third parties, photo shoots and film of 'artist himself and to use their photos and their films (the latter also displaying any video discs and / or video tapes) and the names, biographical and artistic works and, where appropriate, copies of handwritten signatures, without giving effect to any specific right of remuneration for the Artist.

As for the present contract and this ART.6. that is specifically for the use of recordings for advertising (see *) and commercial promotion of products and services in all sectors, in any form or manner. The Artist agrees, if it had to make commitments in the publicity field, to be without prejudice to the powers expressly granted to the above manufacturer in this field.

* In any case, each possible advertising revenue it will be rewarded to the artist for a specific compensation (or royalties) to be established time to time.

ART. 7 Participation in the sale and liquidation rights

1) As compensation for its production and sale of reproducing the records supports the Producer/ Label will pay the artist, regardless of the expiry of the period to Art .9. and for the duration of protection in various countries to Art .4, the percentage of 50% (fifty percent) for each media selling, reproducing the recordings of the artist, to be counted on net royalties received from Producer/ Label .

No compensation will be due to the Artist on media distributed to merchants discos, cinemas, radios, TV stations, to critics, to newspapers and other used for promotional transactions (NOT FOR SALES).

2) On the media sold in Italy and abroad with a companion TV advertising, film, radio, and / or any other means, the percentage will be reduced by the cost of the campaign (on the basis of prior agreement between the parties).

3) The above percentages have been so determined flat rate and absorb any compensation for the artist, so that nothing will be due by the Producer/Label and its successors, which have to be that the uses of the executions.

4) Of the percentages will be given to the artist statement every quarter after 35-45 days before the end of the quarter. The amounts accrued to his benefit will be paid after submission of the statement, upon presentation of invoice and net of withholding taxes. The powers in favor of the Artist will be liquidated in



accordance with the above deadlines, but with reference to the date of receipt of fees from the distributors.

6) Nothing shall be payable if this agreement had to be terminated due to failure of the Artist, without however prejudice any claims of the Producer/Label for damages.

ART.8 Further Exclusives

The Artist agrees not to register for themselves and / or anyone else, the songs he has registered on behalf of the Producer/Label.

ART.9 Preemption

The Artist agrees to provide the Producer/Label preemption of any contractual offer any activity having as its object the Artist field in a sound recording, art that it received during the original term or extended in the previous ART.2 and in the next three years to the maturity or extended in the same period and that the artist intends to accept.

The Producer/Label exercising pre-emption is in any case only required to set aside capital equivalent to the Artist performance effects than the bids. Exercise of preemptive just though its statement of intent.

ART.10 Propaganda and Advertising

The Artist agrees to lend his artistic collaboration for free, if the producer asked him for propaganda purposes, promotion and printing. Travel costs and subsistence expenses incurred by the Artist to make propaganda and advertising, will be borne by the Manufacturer.

ART.11 Quotes

For the duration, the original or extended, of this contract, the Artist shall be submitted to the Producer/Label all the works he had composed (alone or jointly with others, as an author, composer, melodist composer, lyricist and arranger) and that it would publish. The Producer/Label will have the option of all rights over the work (or, in cases of multiple artists on the artist part) with the percentage of 50% (fifty percent) on phono-mechanical rights, the proportion of 12/24 (twelve / twenty fourths) of performing rights.

This writing is to be considered private agreement, working exclusively on behalf of the Producer/Label, the Artist still considering itself bound by immediately starting as of the date of execution of this Act.

In case of differences which is not believed, these conditions will be determined by an arbitrator appointed in agreement (or, failing that, appointed by Court of Bergamo - Italy) with the function and power to contract and define the common agent.

ART.12 Termination clause and penalties

The violation, even in part, on your part, of exclusive Pact content in this private agreement gives to Producer/Label the right of resolution of this contract.

In the hypothetical case of termination of this Agreement for your breach of covenants of even one of exclusivity, as a result of unnecessary caused commencement of the period allowed by the notice, you will pay the Producer/Label, as a penalty and to pay compensation for further damages the sum of € 20.000,00 (twenty thousand euro).

ART.13 Domicile

The Artist and the Producer/Label declare that the address indicated by them in the introduction is to be considered valid for the purposes of any communication relating to the contract for the duration of the relationship. Any changes must be communicated in writing.

ART.14 law and competent court



This contract is subject to Italian law. For any dispute shall be exclusively competent Court of Bergamo - Italy.

PRODUCER/LABEL

Agreed and Accepted:

ARTIST