

The contract (the "Agreement") dated _____

Between Yk3 Music and _____

The Artist(s) is a professional entertainer and recording artist known as the stage name:

“ _____ ”

1. Exclusive Recording Services

Yk3 Music agrees to employ the Artist to make recordings, and the artist agrees to record exclusively on Yk3 Music's label for a period of _____ or one year if left blank, from the date execution of this agreement. During the term of this Agreement, Artist will not make, or participate in the making of any recordings, other than on Yk3 Music's label, unless Yk3 Music explicitly approves of that participation.

2. Music Rights

- A. The Artist wishes the company to produce Master Recordings of the Artist's
- B. The Label will keep 60% of all stream revenue and of all sales digital and physical as a royalty fee for all independent works. Collaborative works must be split with separate contracts.
- C. Stream revenue created through Youtube Videos and online video content for music releases will be split where 50% of monetized ad revenue goes to the label, unless otherwise specified a royalty fee including Lyric Videos, Music Videos, and other music content. This includes any material made that was produced explicitly as non-published works from the artists from all independent works, (fan updates, vlogs, tutorials, etc.)
- D. Yk3 Music has final rights of approval on all material to be recorded by Artist under this Agreement.
- E. The Label will keep 20% of all income obtained motion picture and television appearance fees.
- F. Any outsourced costs will be deducted from revenue of the content before revenue is divided into royalties.
- G. Separate collaborative contracts with outside parties may be signed under direction of both the artist and label.
- H. Alternate royalty contracts may be signed by all involved parties if deemed necessary by Yk3 Music; Artist may request this but the final say lies with Yk3 Music.(See article 10)
- I. In the case of collaborative projects, Yk3 Music, The artists, producers, songwriters, sound engineers will determine the final revenue split for all artists, song-writers, engineers, producers, sound-engineers, DJs, people involved in each work.
- J. Event Sponsorships, Tours, and Live Performances may be resolved in separate binding contracts.

3. Rights to Name and Likeness of Artist.

Artist will permit the use of the artist's likeness or other identifying characteristics by Yk3 Music for the promotion of sales of records produced under this agreement. During the term of this Agreement, Company will have the sole right to the use of Artist's name, voice, likeness, sound, and similar characteristics for the purpose of advertising, promoting, selling, and otherwise merchandising CDs,

tapes, other audio recordings from the masters produced by Artists under the terms of this Agreement, including but not limited to selling, advertising, distributing, permitting their use in other mediums, and including them in masters containing the work of other artists.

1. Artist grants to Label the exclusive rights throughout the universe (“Territory”) to utilize the Artist’s Identification Materials, in connection with the manufacture, advertisement, merchandising, promotion, distribution and sale and/or license of any Merchandise bearing Artist’s name and/or likeness. Artist grants the Label the exclusive right to sell Merchandise to wholesalers and retailers, including internet-based wholesalers and retailers, for resale. Artist grants the Label the exclusive right to sell Merchandise directly to consumers through the Internet, mail order sales, and CD inserts. Artist grants the Label the exclusive right to enter into License Agreements for Merchandise. “Artist’s Identification Materials” include: posters, stickers, patches, lighters, buttons, keychains, novelty items, souvenir tour merchandise, toys, dolls, lunchboxes, t-shirts, jerseys, sweatshirts, hats, and other apparel bearing Artist’s name and/or likeness.

2. Royalties – Label shall pay to Artist the following royalties on Net Sales of Merchandise:
(1) Wholesale/Retail Sales

1. 22% of Net Retail Receipts for t-shirts;
2. 20% of Net Retail Receipts for hoodies and sweatshirts;
3. 15% of Net Retail Receipts for headwear and other items.

- (2) Direct To Consumer Sales (“D2C”)

- a. 25% of Net Receipts

- (3) Licensing/Income

- a. 60% of Net Licensing Receipts

(a): Sell-Off Period – Label shall be entitled for a period of six (6) months after the expiration or termination of the Merchandise Agreement (“Sell-Off Period”) to continue to sell, on a non-exclusive basis, any already existing Merchandise in Label’s possession. Label will not manufacture quantities of the Merchandise in excess of the amount Label reasonably expects to sell during the Sell-Off Period. Label shall pay Artist in accordance with the terms and conditions of this Agreement during the Sell-Off period.

3. Fan Club

- a. Label shall have the exclusive right throughout the Territory to establish, register, maintain, control, administer, promote, and monetize the Fan Club, including the right to create, update and manage website(s) related to the Fan Club and to sell, advertise and promote the Fan Club and products and services offered for sale by the Fan Club on behalf of the Artist. A “Fan Club” shall mean any Artist-based subscription or registration-based subscription services.

- b. Artist shall have prior approval over the so-called “look and feel” of the Fan Club. The parties contemplate that the Fan Club shall include but not be limited to a home page, message board, early ticket purchasing opportunities, exclusive merchandise, contests, unreleased recordings, interviews and VIP Fan Experience packages.
- c. Artist shall provide Label with timely information regarding Artist’s entertainment-related activities (including public appearances, endorsements, advertisements sponsorship, and performances). Artist shall provide Label with materials as Label reasonably requests for use in connection with the Fan Club, including but not limited to Artist Identification Assets, Special Greetings, audio and audio-visual messages. Artist shall also make itself reasonably available for a reasonable number of Fan Club interviews and to make personal appearances and participate in “Meet and greets” in connection with the Fan Club. Artist shall be responsible for answering fan mail; however, all reasonable out-of-pocket costs (e.g. cost of Fan Club stationery, postage, photos of Artist) shall be reimbursed pursuant to a mutually agreed budget.
- d. Label and Artist(s) will have a 50% split to each party for all income earned through fan club activities.

4. Suspension.

- (a) Yk3 Music have the right to suspend this Agreement, if Artist suffers any physical, mental, or other disability, including but not limited to changes in Artist’s voice, that will, in the judgment of Yk3 Music, interfere with the Artist’s performance; or fails, refuses, or neglects to perform any duties set forth in this Agreement, or declares either personally or through a representative that said Artist does not intend to perform those duties or conduct of the Artist which results in a violation of the law or adverse publicity with Yk3 Music believes may reflect badly on the Artist and/or Yk3 Music.
- (b) Yk3 Music’s right to suspend this Agreement will be contingent on the delivery to Artist of a written notice of suspension at least 30 days before the date that suspension will take place. Disability or breach will be deemed ended when the Artist notifies Yk3 Music that they, without reservation, or condition, willing and able to perform all duties under this Agreement, and in fact, is willing and able.
- (c) If Yk3 Music suspends the operation of this Agreement as provided by (a) and (b) of this Paragraph, The Artist’s right to be compensated will be suspended accordingly, however, the Artist will be entitled to continue to receive all royalties on work already produced under this Agreement.

5. Drug Free Workplace

Yk3 Music. (the Company) intends to help provide a safe and drug-free work environment for our clients and our employees. With this goal in mind and because of the serious drug abuse problem in today's workplace, we are establishing the following policy for existing and future employees of Yk3 Music.

Yk3 Music explicitly prohibits:

1. The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on Company or customer premises or while performing an assignment.
2. Being impaired or under the influence of legal or illegal drugs or alcohol away from the Company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
3. Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the Company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the Company's reputation.
4. The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

6. Termination

Yk3 Music will have the right to terminate this Agreement if any of the following events occur: the material and permanent change in Artist's ability to perform; Artist's election to cease all activities in the music industry; or conduct of the Artist which results in a violation of the law or adverse publicity with Yk3 Music believes may reflect badly on the Artist and/or Yk3 Music.

7. Notice of Breach

Neither party will be deemed to be in breach of this Agreement until it has received notice of supposed breach from the other party. The party charged with breach of the Agreement will have 14 days from the date of receiving notice in which to either cure the claimed breach or otherwise respond. If the circumstances leading to the charge that the Agreement was breached has not been explained or cured within 30 days of the date on which the party received notice of breach, the non-breaching party may terminate this Agreement.

8. Representations

Both the Artist and Yk3 Music, the company, represent that they have full capacity and authority to grant all rights and assume all obligations with they have granted and assumed by virtue of executing this Agreement.

9. Attorney's Fees

If any action at law or inequity is brought to enforce or interpret the provisions of this agreement, the prevailing party will be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled.

10. Amendments

This Agreement may be amended by parties only by a written agreement.

11. Governing Law

Yk3 Music and the Artist submit to the jurisdiction of the courts of the State of California for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the State of California.

12. Alternate Royalty Contract

- a. If artist requires a payment agreement different from the agreement included, the below section may be filled out and agreed upon by all involved parties.

Yk3 Music is to receive:

_____ of Other: _____
_____ of Other: _____
_____ of Other: _____

The representative of Music Label: Yk3 Music

Date: Legal Name: Kyler Chin

Relation to Yk3 Music, The Company: Co- Founder

Sign: x_____

By signing you agree to all articles of this document

Artist:

Date: Legal Name:

Sign: x_____

By signing you agree to all articles of this document

Artist Legal Representative / Parent / Guardian

Date: Legal Name:

Sign: x_____

By signing you agree to all articles of this document