



EXCLUSIVE MASTER LICENSE AGREEMENT

Recording Distribution & Administration Agreement

Agreement Reference No.: _____ Effective Date: _____

. PARTIES

LABEL

The Lost Label
Partner: QR Müzik Dağıtım Hizmetleri
Representative: Can Ahmet Gündüz
Address: Gaziler Mah. 1718. Sokak No:1, Kocaeli, Turkey 41400
Email: info@thelostlabel.com

. RECORDING INFORMATION

Song Title(s): _____

Artist Name(s): _____

Genre: _____

ISRC (if available): _____

Delivery Date: _____

1. TERM

This Agreement shall commence on the Effective Date. The Term shall begin on the earlier of: (a) the date of the first commercial release of the Recording(s) by the Label; or (b) **one hundred eighty (180) days** following the Delivery Date, and shall continue for a fixed period of **seven (7) years** from such commencement date ("**Initial Term**").

Release Commitment: The Label shall use commercially reasonable efforts to release the Recording(s) within **ninety (90) days** following Delivery. Failure to release within such period shall not constitute a material breach, provided the Label demonstrates good faith release efforts.

Renewal: Upon expiration of the Initial Term, this Agreement shall automatically renew for successive periods of **three (3) years** each (each a "Renewal Term") unless either party provides written notice of non-renewal at least **ninety (90) days** prior to the expiration of the then-current Term.

Termination during Initial Term: The Artist shall not have the right to terminate this Agreement during the Initial Term. Early termination shall only be permitted in the event of a material breach by the Label that remains uncured for **thirty (30) days** following written notice.

Notwithstanding the foregoing, the Artist may not terminate this Agreement while any unrecouped advances or Recoupable Costs remain outstanding.



2. GRANT OF RIGHTS

The Artist hereby grants to the Label an **exclusive, worldwide, transferable and sublicensable license** during the Term to exploit the master Recording(s) in all formats and media now known or hereafter developed, including but not limited to:

- Digital streaming and downloads
- Physical formats (CD, vinyl, etc.)
- Performance and broadcasting
- Synchronization
- Mechanical reproductions
- User-generated content platforms (including but not limited to YouTube, TikTok, Instagram and similar platforms)
- Social media monetization
- Any technological formats developed in the future

This license includes the right to reproduce, distribute, publicly perform, communicate to the public, make available, synchronize, edit (for technical purposes only), monetize, and otherwise commercially exploit the Recording(s).

Publishing Rights: Nothing in this Agreement transfers ownership of the underlying musical compositions (publishing rights), unless otherwise agreed in a separate written agreement.

Synchronization: The Label shall have the exclusive right to negotiate and grant synchronization licenses for audiovisual uses (including film, television, advertising, gaming, social media, and digital content platforms). Synchronization fees shall be treated as Net Receipts and shared in accordance with Section 3 after recoupment of Recoupable Costs.

Sub-licensing: The Label may appoint distributors, digital service providers, sub-licensees, collection societies, and administrators as necessary to exploit the Recording(s).

Name & Likeness: The Label is authorized to use the Artist's professional name, approved likeness, photographs, artwork, logos, and biographical material solely for purposes of promoting and exploiting the Recording(s) during the Term.

AI Content Warranty: The Artist warrants that no artificial intelligence-generated material included in the Recording(s) infringes any third-party rights.

3. ROYALTIES & REVENUE SHARE

Subject to full recoupment of all Recoupable Costs as defined in Section 5, the Label shall account to the Artist for **fifty percent (50%)** of Net Receipts derived from the commercial exploitation of the Recording(s). The Label shall retain the remaining **fifty percent (50%)**.

Revenue categories subject to this split include:

- Digital streaming and downloads
- Physical sales
- Direct advertising revenue and user-generated content monetization
- Synchronization license income
- Digital platform bonuses and incentives
- Any other income directly attributable to exploitation of the master Recording(s)



Net Receipts shall mean all gross revenues actually received by the Label from third parties in connection with the exploitation of the Recording(s), less:

- Distributor fees and commissions
- Digital service provider commissions
- Payment processing fees
- Sales taxes, VAT, withholding taxes, and similar governmental charges
- Mechanical royalties payable to publishers or collection societies
- Approved recording, production, marketing and promotional costs
- Chargebacks, refunds, fraudulent stream reversals, clawbacks, platform penalties, and bad debt
- Currency conversion losses and banking fees

For avoidance of doubt, **general Label overhead shall not be deductible**. All royalties are calculated on a **“money received”** basis.

Collection Society Income: Income collected by neighboring rights societies shall be allocated according to applicable law. The legally defined phonogram producer (label) share shall belong exclusively to the Label and shall not be subject to the 50/50 split. The performer share shall belong to the Artist. Only income directly paid to the Label for master exploitation shall be included in Net Receipts.

4. MARKETING & PROMOTION

The Label shall have sole discretion regarding the marketing, promotion, advertising, and release strategy of the Recording(s). The Label shall allocate a minimum recoverable marketing budget of **One Hundred United States Dollars (USD \$100)** per Recording.

The Label may, at its sole discretion, invest additional marketing funds. Any marketing expenditure exceeding **Five Thousand United States Dollars (USD \$5,000)** per Recording shall require the Artist's **written approval** in order to be treated as Recoupable Costs. Expenditures above this threshold made without such approval shall be borne solely by the Label.

All marketing and promotional expenditures directly attributable to the Recording(s), including but not limited to digital advertising, playlist pitching, public relations campaigns, influencer marketing, content production, music video costs (if agreed), and promotional travel, shall be deemed **Recoupable Costs** and deducted from gross revenues prior to royalty distribution.

Nothing herein shall obligate the Label to achieve any minimum sales, streaming thresholds, or commercial results.

5. RECOUPMENT

The Label shall not be obligated to pay royalties to the Artist until all Recoupable Costs have been fully recouped from the Artist's share of Net Receipts.

Recoupable Costs shall include:

- Any advance payments made to or on behalf of the Artist
- Recording, mixing, mastering, and production costs approved in writing
- Marketing and promotional expenditures as defined in Section 4
- Music video costs (if approved in writing)
- Artwork and content production expenses
- Legal clearance costs related to the Recording(s)
- Distributor setup fees and related delivery costs



Recoupment shall be **cross-collateralized** across all Recordings delivered under this Agreement unless otherwise agreed in writing.

Mechanical royalties payable to publishers shall not be subject to recoupment.

If the Agreement expires while Recoupable Costs remain outstanding, the Label shall continue to retain its revenue share until **full recoupment** has occurred.

6. ACCOUNTING & PAYMENTS

The Label shall provide the Artist with a quarterly statement within **ninety (90) days** following the end of each calendar quarter. Statements shall be deemed final and binding unless the Artist submits a written objection within **twelve (12) months** from the date of delivery.

Payments shall commence **three (3) months** after the Effective Date of this Agreement. Thereafter, payments shall be made on a **monthly basis** provided that the Artist's accrued balance exceeds **One Hundred United States Dollars (USD \$100)**. The Artist shall be notified in writing when this threshold is exceeded. Payments shall be made within **thirty (30) days** following the Artist's submission of a valid invoice. Balances below USD \$100 shall be carried forward to the following month.

All payments shall be calculated based on amounts actually received ("**actually collected basis**"). Any bank charges, intermediary bank fees, and currency exchange differences related to payments to the Artist shall be borne by the Artist. The Artist shall be solely responsible for all taxes arising from income earned under this Agreement.

The Artist shall have the right, once per calendar year and at the Artist's own expense, to audit the relevant books and records of the Label upon **thirty (30) days'** prior written notice. Any such audit may cover a period of no more than **one (1) year** retrospectively. Late payments shall be subject to the commercial interest rate applicable under the laws of the Republic of Türkiye.

7. ARTIST OBLIGATIONS

The Artist shall deliver to the Label fully mixed and mastered master Recording(s) in minimum **24-bit / 44.1kHz WAV format**, together with:

- Final artwork (minimum 3000 x 3000 pixels)
- Accurate metadata
- Lyrics
- ISRC (if available)
- All necessary contributor credits
- Written confirmations of clearance for samples, interpolations, and third-party materials

The Artist warrants that all producers, featured artists, session musicians, engineers and contributors have been **fully paid or contractually secured**, and that no additional payments shall be owed by the Label.

During the Term and for **two (2) years** thereafter, the Artist shall not re-record or authorize any re-recording substantially similar to the Recording(s).

The Artist shall not upload or authorize the upload of full-length versions of the Recording(s) to any digital platform without the Label's prior written consent. Unauthorized exploitation shall entitle the Label to seek injunctive relief and claim damages.



8. COPYRIGHT & OWNERSHIP

Ownership of the master Recording(s) shall remain with the Artist; however, the Label shall be deemed the **exclusive licensee and phonogram producer** during the Term.

Nothing herein transfers ownership of the underlying musical compositions unless separately agreed in writing.

Upon expiration of the Term and **full recoupment** of all Recoupable Costs, all exploitation rights shall revert to the Artist, subject to existing third-party licenses granted during the Term.

9. NEIGHBORING RIGHTS

Neighboring rights shall be administered in accordance with applicable Turkish law. The **phonogram producer share** shall belong exclusively to the Label and shall not be subject to revenue sharing. The **performer share** shall belong exclusively to the Artist. The Label may register the Recording(s) with relevant collection societies in its capacity as phonogram producer.

10. REPRESENTATIONS & WARRANTIES

Each party represents that it has full authority to enter into this Agreement. The Artist warrants that:

- The Recording(s) are original
- No unlicensed samples are included
- No prior agreements conflict with this Agreement
- No security interests exist over the Recording(s)

The Artist shall be solely responsible for any third-party claims arising from breach of these warranties.

11. INDEMNIFICATION

The Artist shall indemnify and hold harmless the Label against any claims, damages, liabilities, or legal costs arising from breach of warranties. The Label may withhold reasonable sums from royalties pending resolution of disputes.

12. CONFIDENTIALITY

The terms of this Agreement shall remain confidential except where disclosure is required by law or to professional advisors. This obligation survives termination for **five (5) years**.

13. GENERAL PROVISIONS

This Agreement shall be governed by the laws of the Republic of Turkey. **Kocaeli Courts and Enforcement Offices** shall have exclusive jurisdiction.

If any provision is held invalid, the remainder shall remain in force. The Label may assign this Agreement to an affiliated entity or successor. The Artist may not assign without written consent.

Force Majeure: Force majeure events include natural disasters, war, government action, platform shutdowns, and digital policy changes. The Label shall be entitled to seek injunctive relief without posting bond.



14. MATERIAL BREACH & TERMINATION

Either party may terminate this Agreement in the event of a material breach by the other party, provided that written notice is given and the breaching party fails to cure such breach within **thirty (30) days** of receipt of notice.

Termination shall not affect any accrued rights, outstanding recoupable costs, or third-party licenses granted during the Term. If termination occurs due to the Artist's breach, the Label shall retain all rights necessary to continue exploitation of the Recording(s) until full recoupage of outstanding costs.

15. BANKRUPTCY OR INSOLVENCY

This Agreement shall automatically terminate if either party becomes insolvent, enters bankruptcy, or ceases business operations, provided that the Label shall retain exploitation rights until full recoupage of outstanding Recoupable Costs.

16. UNAUTHORIZED EXPLOITATION

If the Artist uploads, licenses, distributes, or otherwise exploits the Recording(s) without the Label's written authorization, the Label shall be entitled to:

- (a) Immediate injunctive relief;
- (b) Removal of the unauthorized content;
- (c) Damages equal to **three (3) times** the estimated lost revenue.

17. ELECTRONIC SIGNATURE

This Agreement may be executed electronically and in counterparts. Electronic signatures shall have the same legal effect as original handwritten signatures.

By signing below, both parties acknowledge having been advised to seek independent legal advice prior to executing this Agreement.



. SCHEDULE 1 - RECORDING(S) & ROYALTY SHARES

The following Recording(s) are subject to this Agreement. Additional recordings may be added by mutual written agreement of the parties and appended to this Schedule.

#	Song Title	Artist(s) / Contributor(s)	ISRC	Artist Share	Label Share	Comp. Own.
1				50%	50%	
2				50%	50%	
3				50%	50%	
4				50%	50%	
5				50%	50%	
6				50%	50%	
7				50%	50%	
8				50%	50%	
9				50%	50%	
10				50%	50%	

* Additional recordings may be added by mutual written agreement. Each added recording is automatically subject to all terms of this Agreement.

. SIGNATURES

IN WITNESS WHEREOF, the parties have read, understood and agreed to be bound by all terms of this Agreement and have duly executed it as of the Effective Date.

LABEL — THE LOST LABEL	ARTIST / AUTHORIZED REPRESENTATIVE	ADDITIONAL ARTIST / PARTNER
SIGNATURE Name: Can Ahmet Gündüz Company: The Lost Label / QR Müzik Dağıtım Address: Gaziler Mah. 1718. Sokak No:1, Kocaeli Email: info@thelostlabel.com Date:	SIGNATURE Name: Company: Address: Email: Date:	SIGNATURE Name: Company: Address: Email: Date: