



## Exclusive Master License Agreement

**Primary Artist(s): LXGHTLXSS**

Name: Eymen Aksha  
Address: leutkirch  
City/Town: Germany  
Postcode: -  
Country: Germany  
Email: [eykozproduction@gmail.com](mailto:eykozproduction@gmail.com)  
Phone: -

(hereafter the “Artist” or “you”)

**Primary Artist(s): OXXED**

Name: Heikki Mikael Varonen  
Address: Kylakouluntie 1  
City/Town: -  
Postcode: -  
Country: Finland  
Email: [waronen.heikki@gmail.com](mailto:waronen.heikki@gmail.com)  
Phone: +35 8453193179

(hereafter the “Artist” or “you”)

**Partner Label: -**

Representative: -  
Address:-  
City/Town:-  
Country: -  
Email:  
Phone: -

(hereafter the “Artist” or “you”)

**Primary Artist(s): GRXTOR**

Name: Hüseyin Efe  
Address: İzmir/Tire  
City/Town: -  
Country: Türkiye  
Email: [Abdullah.huseyin.efe@outlook.com](mailto:Abdullah.huseyin.efe@outlook.com)  
Phone: -

(hereafter the “Artist” or “you”)

**Label : The Lost Label**

**Partner :QR Müzik Dağıtım Hizmetleri**  
Representative: Can Ahmet Gündüz  
Address: Gaziler Mah. 1718. Sokak No:1  
City/Town: Kocaeli  
Country: Turkey  
Postcode: 41400  
Email: [info@thelostlabel.com](mailto:info@thelostlabel.com)

(hereafter the “Label” or “lost.”)

**A. Label is engaged in the business of exploiting master recording copyrights and wishes to acquire exclusive exploitation rights in Artist's and/or Partner's Recordings (as defined herein);**

**B. Artist owns and controls the Recordings and wishes to grant to Label exclusive exploitation rights in and to the Recordings.**

**C. NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the terms and conditions set forth below (the "Agreement").**

**Effective Date.** This Agreement and the rights granted in the Recordings to the Label by the Artist and/or Partner will commence on the date of execution of this Agreement by both parties (the "Effective Date").

**Artist:** Eymen Aksha p/k/a "LXGHTLXSS", Heikki Mikael Varonen p/k/a "OXXED", and Hüseyin Efe p/k/a "GRXTOR".

**Master(s) / Recording(s).** As set forth on Schedule 1.

**Artist(s) Share(s) of Master(s).** As set forth on Schedule 1.

**Artist(s) Share(s) of "Composition(s)" embodied by Master(s):** See Schedule 1. For clarity, all income payable to Artist(s) and/or Partner under this Agreement shall be apportioned in the Artist's and Partner's percentages set forth on Schedule 1, attached hereto and incorporated herein. Schedule 1 may be amended from time-to-time by mutual agreement.

**Territory.** The "Territory" shall mean the world and universe.

#### **1. Term:**

The Term of this Agreement shall commence on the Effective Date and shall continue for a fixed period of five (5) years from the date of the first commercial release of the Recordings ("Term"). During the Term, the Label shall retain the exclusive worldwide rights granted under this Agreement, and the Artist shall not record, license, distribute, or authorize any other party to exploit any of the Recordings or any substantially similar recordings. The Term is fixed and non-cancellable by the Artist and/or Partner under any circumstances. The Artist shall have no right to terminate the Agreement early, with or without cause, and no buyout, repayment, or reimbursement mechanism shall allow the Artist to regain rights before the completion of the Term. The Label shall have the unilateral right to suspend the Term in the event of any breach by the Artist or Partner. Any period of suspension shall extend the Term for a duration equal to the suspension period. If the Label determines that the Artist or Partner has violated any of the obligations set forth in this Agreement, including but not limited to the recording, distribution, or licensing of competing or derivative works, the Label may extend the Term for an additional period of up to two (2) years as a remedy, without prejudice to any additional rights or options available under Turkish law. Upon expiration of the Term, all rights granted to the Label under this Agreement shall remain valid for any licenses, agreements, or exploitations initiated during the Term, and the Label shall retain the right to continue exploiting the Recordings until the natural expiration of such agreements.

## **2. Copyright Ownership:**

The copyright in the Recordings shall be owned by the Artist but exclusively licensed to the Label during the Term throughout the Territory.

## **3. Grant of Rights:**

The Artist hereby irrevocably grants to the Label the exclusive, worldwide, transferable, sublicensable rights to exploit the Recordings and Artwork in all formats and media currently known or later developed, including but not limited to digital distribution, streaming, download, physical formats, performance, broadcasting, synchronization, mechanical use, and any derivative or ancillary exploitation. The Label shall have the exclusive right, at its sole discretion, to negotiate, approve, grant, license, or otherwise authorize any and all synchronization uses of the Recordings and the underlying compositions, including without limitation:

- (i) film, TV, series, documentaries, advertisements, games, trailers;
- (ii) social media campaigns, commercial placements, short-form content;
- (iii) global sync libraries, production music platforms, or third-party catalogs.

No prior approval, consent, signature, notice, or communication from the Artist shall be required for any synchronization use. The Artist unconditionally waives any right to object to, restrict, delay, or influence any synchronization decision made by the Label.

- I. All upfront synchronization fees, advances, guarantees, buyouts, usage fees, and any other payments generated from synchronization placements shall be collected exclusively by the Label. The Label shall first recoup any and all unrecouped expenses related to the Recordings before any royalty sharing occurs. After recoupment, Net Receipts shall be shared according to the royalty structure defined in this Agreement.
- II. The Label may edit, cut, adapt, remix, time-stretch, reformat, or modify the Recordings solely for the purpose of synchronization placements, including complying with technical requirements of film studios, agencies, or clients. Such modifications shall not require Artist approval.
- III. The Artist agrees that any moral rights (including integrity and attribution rights) shall not be used to prevent, block, or interfere with synchronization exploitation authorized by the Label.
- IV. This synchronization clause shall survive expiration or termination of the Term for all sync licenses initiated, negotiated, or executed during the Term, and the Label shall retain all rights necessary to fulfill such licenses until their natural expiration.

#### **4. Royalties:**

In connection with the commercial exploitation of the Recordings (e.g., including by way of records in physical format, downloads, streams, third party synchronization and sample licenses etc.), Artist and Partner will receive a royalty at the rate of 50% of Net Receipts from such exploitations of the Recordings. For the purposes of this Agreement, Net Receipts shall mean the gross revenue actually received by the Label from exploitation of the Recordings (or credited to the Label from an advance previously received by the Label for which Artist and/or Partner did not participate) after deduction of all documented out-of-pocket third party costs and expenses incurred by Label from the production and exploitation of such Recordings, including, without limitation, recording expenses, manufacturing, advertising, marketing and promotion expenses, third party licensing agent commissions, distributor fees, mechanical royalties, returns, digital delivery costs (including the digital delivery and aggregation costs of any third party aggregator), sales and other taxes, conversion rates and voided sales, but excluding Label's general overhead. In order to account for possible returns of physical copies, the Label is entitled to retain a reserve at the rate of 50% of gross revenue from records sold in physical formats, which will be liquidated at the end of each subsequent semi-annual accounting period after first establishment by the Label. Artist's royalties for records that embody recordings that are not entirely Masters shall be pro-rated by a fraction, the numerator of which is the number of Masters embodied on such records and the denominator of which is the number of royalty-bearing master recordings (including Masters) embodied thereon. Notwithstanding the foregoing, recording expenses shall be recoupable from your share of Net Receipts; provided that, Label agrees to treat recording costs of any so-called "specialty remixes" commissioned by Label as an "off the top" expense in the calculation of Net Receipts.

#### **5. Controlled Compositions/Mechanical Licenses**

Artist grants to the Label an unlimited irrevocable mechanical license for reproduction of the musical compositions ("Composition") contained on the Recording(s) at the standard minimum industry standard rate in the Territory at the date of release in any part of the Territory of the Recordings during the Term. In addition, Artist grants to Label a gratis license to reprint the lyrics of the Composition in liner notes and promotional materials related to Recordings and to reproduce such Composition in promotional videos embodying the Recording. Mechanical royalties may be deducted as expenses from the gross revenues received by the Label from exploitation of the Recordings by the Label.

#### **6. Social Media:**

The Artist shall be permitted to use the Recordings on their personal social media platforms for promotional purposes only. Such usage shall not include monetization, licensing, or distribution in any form. The Artist may upload teasers, previews, short clips, or behind-the-scenes content containing portions of the Recordings immediately upon commercial release. No delay period shall apply. The Artist shall not upload, distribute, or share the full Recording or any full-length version thereof on any platform, including but not limited to Spotify, Apple Music, Deezer or any digital service, unless explicitly approved in writing by the Label. The Label may issue takedown notices for any unauthorized uploads.

#### **7. Licensing:**

The Label will use reasonable efforts to actively pursue licensing opportunities for Recording(s), for compilations and other placements (e.g., samples). The Label will use all reasonable efforts to obtain Artist's and/or Partner's approval with respect to all such licensing opportunities for the Recordings. However, Artist and/or Partner agrees that such approval is not mandatory.

## **8. Third Party Payments:**

The Label shall have no obligation whatsoever to make any payments to any third party involved in the creation of the Recordings, including but not limited to producers, beatmakers, engineers, mixers, mastering engineers, featured artists, session musicians, or any other contributors ("Participants"). All financial obligations to Participants shall be the sole and exclusive responsibility of the Artist and/or Partner. The Artist warrants that all Participants have been fully paid and have no outstanding claims that could affect the exploitation of the Recordings. The Label shall not be required to verify, manage, negotiate, or settle any agreements between the Artist and Participants. If the Label voluntarily chooses to pay any Participant, such payments shall be fully recoupable from the Artist's royalty share, and the Label may deduct such amounts at its sole discretion without notice. The Artist agrees to indemnify and hold harmless the Label from any claims, disputes, or financial demands brought by any Participant related to the Recordings..

Notwithstanding the foregoing, and solely as an accommodation to Artist and/or Partner, Label may at its election enter into an agreement with a Participant providing for the payment by Label, rather than Artist and/or Partner, of advances, royalties, or other compensation to the Participant. In such an event, Label shall be entitled to recoup any amounts payable to Participant from royalties otherwise payable to Artist and/or Partner (excluding mechanical royalties). The material terms of such agreement shall be subject to Artist's and/or Partner's prior approval (not to be unreasonably withheld). With respect to any agreement between Label and a Participant whose performance is embodied on a Master licensed to Label under this agreement (i.e., a producer agreement or a side artist agreement), such agreement and Label's obligations thereunder shall automatically be assigned to Artist (and Artist agrees to accept such assignment) upon expiration of Label's exploitation rights to such Master, by virtue of this agreement.

## **9. Neighbouring Rights:**

The neighbouring rights related to the Recordings shall be administered in accordance with the applicable laws of the Republic of Türkiye, including the operations of related collective management organizations such as MÜ-YAP, MSG, POP, or any other competent rights society. The Label shall be entitled to receive and collect the legally defined "label share" (phonogram producer share) arising from the exploitation of the Recordings.

The Artist shall be entitled to receive the legally defined "performer share". Nothing in this Agreement shall require the Label to register the Recordings in any foreign neighbouring rights society unless the Label chooses to do so at its sole discretion. In the event that the Label registers or administers neighbouring rights internationally, the Label shall have the right to collect all such "label share" payments globally without the need for additional approval from the Artist. All neighbouring rights payments (label share) collected by the Label shall not be subject to royalty sharing and shall belong exclusively to the Label.

## **10. Promotion:**

The Label shall have the right in its sole discretion to market, promote and advertise the Recording(s) and the Artist(s) and/or Partner subject to this agreement, including but not limited to usage of the artist name, likeness and logos, trademarks and other visual materials. Any such costs incurred by the Label will be a deductible expense from gross income derived from the Recordings. In addition, and in consultation and coordination with Label, Artist and/or Partner shall use reasonable efforts to promote the Recordings on its official Artist and/or Partner social media accounts.

**11. Artwork:**

The Record Label may facilitate the creation of custom artwork for the Record(s), provided that the Artist(s) and/or Partner's consent is not unreasonably or prematurely withheld. All artwork creation costs incurred by the Record Label will be considered a deductible expense from the gross revenue from the Record. For the avoidance of doubt, the Artist and/or Partner will have the right to use such artwork in merchandise sold at the Artist's live performances and may keep 100% of such revenue for their own account. Cover fees (range \$10 to \$60)

**12. Release Commitment:**

The Label will use all reasonable endeavors to release the Recording(s) in digital format on a date mutually agreed between Parties but not later than three (3) months of the date of delivery (and Label's acceptance) of the completed parts, master and composition clearances and release information with respect to the Recordings by the Artist. If Label fails to release the Recording(s) as aforesaid, then Artist and/or Partner shall notify Label in writing of such failure and Label shall have sixty (60) days from receipt of Artist's and/or Partner's notice to cure such failure.

**13. Marketin Commitment:**

The Record Label and Partner will spend advertising budget on the song and allocate a recoverable marketing budget of \$100 for promotional purposes for each song. This amount may be up to \$50,000 for tracks with potential. Such marketing costs will be a shared expense between the Record Label, Partner, and Artist(s) and will be deducted from the gross revenue the Label receives from the sale or other exploitation of the Recordings. No prior approval from the Artist or Partner will be required and will be spent at the sole discretion of the Record Label.

**14. Post Release Holdback:** Intentionally removed.

**Interference.** Artist(s) and/or Partner warrants and guarantees to be the sole owner of the Recordings and that it controls all rights necessary to grant all the rights to the Label pursuant to this Agreement, as well as not to be in any contract or agreement that could conflict with this Agreement in any way.

**15. Re-recording:**

During the Term, the Artist agrees not to make, re-record, reproduce, re-create, re-perform, or authorize any third party to create a new recording identical to, substantially similar to, derivative of, or based on any compositions included in the Recordings. (The Artist may distribute the tracks produced with label approval.) During the Term, the Artist shall also refrain from releasing live versions, acoustic versions, performance versions, alternative versions, rearrangements, or translated versions of the compositions included in the Recordings. Any breach of this clause shall be deemed a material breach and shall entitle the Record Label to extend the Term for an additional two (2) years and pursue all legal remedies available under Turkish law.

**16. Representations and Warranties:**

Artist(s) and/or Partner represents and warrants that it is lawfully entitled to enter into and perform this agreement and that no materials furnished by Artist and/or Partner and used in or in connection with the Recording(s) will infringe upon or otherwise violate the rights of any third party. Artist and/or Partner agrees that it shall not incorporate any so-called samples and/or interpolations in the Recording(s). Label represents and warrants that it is lawfully entitled to enter into this agreement and that no materials furnished by Label and used in or in

connection with the Recording(s) will infringe upon or otherwise violate the rights of any third party.

**17. Indemnification:**

Artist(s) and/or Partner agrees to compensate, defend and hold harmless the Label from any liability, damages, costs or expenses (including reasonable outside attorney fees and court costs) arising out of any third party claim, demand or action which is (i) inconsistent with any representation made by the Artist(s) and/or Partner under this Agreement and/or (ii) results from materials furnished by Artist and used in or in connection with the Recording(s); provided that, any such claim is reduced to a final adverse judgment in a court of competent jurisdiction or settled with Artist's and/or Partner's prior written consent (which shall not be unreasonably withheld). Notwithstanding the foregoing, with respect to claims resulting from infringing materials furnished by Artist, and/or Partner Artist's and/or Partner's indemnification obligation shall be immediate. This includes, without limitation: claims of copyright infringement, trademark infringement, invasion of privacy, violation of right to publicity, defamation and any other rights of third parties. Upon the making or filing of any such claim, action or demand, Label will be entitled to withhold from any amounts payable to Artist and/or Partner under this Agreement amounts that are reasonably related to the potential liability in issue, provided that, such monies shall be released if a legal action is not instituted within 1 year after a claim is made. Artist and/or Partner shall have the right to post a bond in an amount equivalent to the sum being withheld in respect of any such claim with a good and sufficient surety reasonably approved by Label, and provided that such surety agrees unconditionally, in writing, to pay all costs, fees, damages, etc. incurred by Label by reason of such claim, then Label shall release all such withheld monies. Label agrees to compensate, defend and hold harmless the Artist and/or Partner from any liability, damages, costs or expenses (including reasonable outside attorney fees) arising out of any third party claim, demand or action which is (i) inconsistent with any representation made by the Label under this Agreement or (ii) results from materials furnished by Label and used in or in connection with the Recording(s), provided such claim is reduced to a final adverse judgment in a court of competent jurisdiction or settled with Label's prior written consent (which shall not be unreasonably withheld).

**18. Accounting:**

The Label will provide the Artist and Partner with quarterly sales statements, to be made available within 90 days after March 31st, June 31st, September 31st and December 31st. All statements will be binding upon the Artist and Partner unless specific objection has been given to the Label in writing within 12 months following receipt of such statement. Artist and/or Partner has the right to audit the books and records of the Label solely as such books and records relate to the Recordings once in a calendar year and once with respect to each individual accounting statement by appointing a certified public accountant to inspect its administration in respect to this Agreement. In the case where payment to Artist or Partner falls short of 10% or more (at minimum exceeding €4000), the Label shall compensate the Artist, or Partner respectively, the money they are owed and carry the reasonable costs of the audit (subject to a maximum payment of €4,000 in any event). The Label has the right to deduct and withhold income tax, withholding tax or other similar taxes from payments due to the Artist and/or Partner as may be required by any law of the Territory. Notwithstanding the foregoing, Label shall be entitled to rely on statements provided to it by its distributors. If Label audits a distributor with respect to the Recordings and recovers any monies to which Artist or Partner is entitled pursuant to this agreement, then such monies shall be treated as gross income hereunder.

**19. Recoupment:**

For clarification purposes and avoidance of doubt, Label shall have no obligation to make payment of any royalty amounts to the Artist and/or Partner (other than mechanical royalties)

until recoupment of any and all out-of-pocket costs incurred by the Label with respect to the creation and exploitation of the Recordings pursuant to this Agreement.

**20. Payment:**

Payments will be made after receipt of an official invoice by the Label, sent by Artist and/or Partner, for the amount owed as stated in the accounting statement. Invoices can be addressed to the Label (company details at the top of this Agreement) and emailed to [info@thelostlabel.com](mailto:info@thelostlabel.com). If the outstanding balance is lower than 100\$, this amount shall be forwarded to the next accounting period.

**Assignment.** The Label shall have the right to assign this Agreement and the Label's rights hereunder to any third party however provided that Label shall remain secondarily liable for Label's obligations hereunder unless and until such party assumes all of Label's obligations hereunder in writing. Artist and/or Partner shall have no rights to assign this Agreement or any of its rights in the Recordings without written consent of the Label, provided that, Artist and/or Partner may assign its right to receive income hereunder to a so-called "loan out" company owned and/or controlled by Artist and/or Partner.

**21. Confidentiality:**

Parties will keep the terms of this Agreement strictly confidential, however the Parties are permitted to consult with legal counsel, accountants, relatives, subsidiaries and assignees in order to administrate this agreement.

**22. Breach & Force Majeure:**

Neither party shall be deemed in breach of this Agreement unless such party commits a breach of its obligations hereunder and fails to remedy such breach within 30 days of receipt of written notice from the party alleging such breach. Any breach alleged by either party must be set out in writing to the alleged breaching party. Neither party shall be in breach of its obligations hereunder if the performance of its obligations hereunder is delayed or becomes impossible, unfeasible, unsafe or impractical by reason of any cause beyond its reasonable control, including, without limitation, war, terrorist threat or attack, fire, earthquake, strike, accident, act of God, civil unrest, pandemic, epidemic, or act of government (individually and collectively "**Force Majeure**"). In the event of a Force Majeure, the term of this agreement and the period of time in which the applicable party is required to perform a particular obligation shall be suspended for the period of the Force Majeure; provided that, such suspension shall not exceed the duration of such event.

**23. Legal:**

This Agreement shall be interpreted fairly, regardless of the originator's identity, and shall otherwise be governed by the laws of Turkey and shall contain the entire understanding between the Parties. The invalidity of any of these clauses for any reason shall not affect the validity of any other clauses or this Agreement generally. Any dispute shall be resolved exclusively in a court located in Kocaeli, Turkey, and the parties shall submit to the jurisdiction of such courts to the exclusion of any other courts. The Artist and/or Partner acknowledge and agree that they have been advised to seek independent legal advice before entering into this Agreement and being bound by its terms. In the event of a dispute between the Parties, the Artist and/or Partner shall be entitled only to actual monetary damages. The Artist and/or Partner shall not be entitled to injunctive or other equitable relief.

**24. Miscellaneous:**

(a) Any notice served pursuant to this Agreement shall be in writing and shall be sent by personal delivery, or email with receipt requested or by letter sent by registered mail or certified mail, return receipt requested. Such notices shall be deemed to have been received on the date when personally delivered or transmitted or three (3) days after the date of mailing. Any party may change the address to which any such notice is to be delivered by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

- (a) If any provisions of this Agreement shall be void, invalid or inoperative, no other provisions of this Agreement shall be affected as a result thereof and accordingly the remaining provisions of this Agreement shall remain in full force and effect as though such void invalid or inoperative provision had not been contained herein.
- (b) This Agreement may be signed in any number of counterparts, each such counterpart being deemed to be an original instrument, but all of which shall constitute one document. The delivery of a signed counterpart of a signature page to this agreement by facsimile or electronic means shall be effective as delivery of a manually executed counterpart of this agreement.

***As agreed upon, reflecting the entire understanding of Parties and commencing upon the Effective Date***

**AGREED AND ACCEPTED:**  
**LABEL / lost.**

**AGREED AND ACCEPTED:**  
**ARTIST**

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**An authorized signatory**

**AGREED AND ACCEPTED:**  
**ARTIST**

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**An authorized signatory**

**AGREED AND ACCEPTED:**  
**ARTIST**

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**An authorized signatory**

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**An authorized signatory**

**SCHEDULE 1**

<b>Song Title(s)</b>	<b>Name of Artist(s) and Contributor(s)</b>	<b>Master Royalty Percentage Shares</b>
MONTAGEM NO COMPASSO	LXGHTLXSS OXXED GRXTOR	70% 30% 0%