

# General Terms and Conditions

## for iGroove Accounts as well as Distribution- and Other Services

Applicable to the business relationships between

**You as the customer**  
(hereinafter referred to as "PARTNER")

and

**iGroove AG, Churerstrasse 135, 8808 Pfäffikon, Switzerland**  
(hereinafter referred to as „COMPANY“)

### 1. Subject Matter of Contract

The products and services offered by COMPANY are intended solely for entrepreneurs and are not available to consumers.

COMPANY operates a platform specializing in the distribution of music-, video- and entertainment content and its marketing, and also offers additional related services.

PARTNER delivers music, video and entertainment content such as sound recordings and combined sound/image recordings as well as related additional content like artwork (collectively referred to as "Recordings") via COMPANY's platform.

The General Terms and Conditions (hereinafter referred to as "GTC") define the tasks and obligations between PARTNER and COMPANY.

By opening a customer account (hereinafter referred to as "Account") and submitting a product in the Account, PARTNER consents to these GTC. The same applies to the respective commissioning of COMPANY by PARTNER for other services.

#### 1.1. Account (Including Subaccounts)

Adult natural persons and legal entities are eligible to apply for an Account with COMPANY at [igroovemusic.com](http://igroovemusic.com), subject to the provisions of clause 11.1. The acceptance of any application to become a customer/PARTNER shall be at the sole discretion of COMPANY.

The provision of an Account by COMPANY on [igroovemusic.com](http://igroovemusic.com) is a prerequisite for utilizing services by COMPANY. Through the access restricted Account, PARTNER can commission distribution, manage Recordings and their publication, make payouts, and receive further services related to distribution and marketing.

Through the Account, PARTNER gains access to the information contained therein related to the Recordings and possibly other services, including information about the publication and sales and usage figures related to individual tracks (explicit reference is made to the regulation in clause 9.).

PARTNER is obligated to ensure that only authorized persons create and gain access to this Account. COMPANY may enable PARTNER to create subaccounts (hereinafter referred to as "Subaccount") for additional users within the Account.

Users of Subaccounts are also subject to the provisions of these GTC, and the use of the platform requires the consent to the present terms and conditions by both PARTNER and the respective user of the Subaccount. PARTNER is accordingly liable for any violations and breaches of contract by users of PARTNER's Subaccounts (refer also to clause 4.) COMPANY is entitled to verify access permissions at its discretion and to take appropriate measures against misuse.

## **1.2. Distribution**

PARTNER shall deliver Recordings through the Account in compliance with the technical specifications and requirements stipulated by COMPANY. These specifications are accessible to PARTNER via the Account and communicated upon request by support.

In addition to audio, video and image files (hereinafter referred to as "Files"), Recordings include additional data (hereinafter referred to as "Metadata"). These include, among others, title, artist(s), author(s)/lyricist(s), composer(s), list of recordings, publisher(s), pricing, release date, other contributors, ISRC, EAN/UPC.

If PARTNER does not provide ISRC or EAN/UPC or other identifiers for Recordings, COMPANY is authorized to assign identifiers for PARTNER's Recordings itself, such as ISRC for sound recordings and EAN/UPC for products (single, EP, album, etc.) with Recordings from PARTNER.

The Metadata and Files are input and uploaded by PARTNER to the Account in accordance with COMPANY's specifications.

COMPANY delivers the respective Recordings to the COMPANY's recipients selected by PARTNER, such as streaming, download, and social media platforms (hereinafter referred to as "Providers") and undertakes the distribution of the Recordings in accordance with the GTC.

COMPANY distributes PARTNER's Recordings in the contract territory "World" and to all COMPANY's current and future Providers (All-In).

PARTNER retains the option to limit the contract territory and Providers when submitting Recordings in the Account at the product level (single, EP, album, etc.) , so-called Opt-Out, and to bindingly set an alternative selection (e.g., contract territory Europe and all Providers except "Name"). Any subsequent changes to the alternative selection regarding the contract territory and Providers require prior coordination with COMPANY (see clause 5.2. and 5.4.).

If PARTNER has set an alternative selection regarding the contract territory and the Providers for Recordings (Opt-Out), Recordings already in the Account before the addition of new Providers (hereinafter referred to as "Back Catalog Recordings") are not automatically delivered to these Providers. PARTNER can separately commission COMPANY to subsequently supply the newly added and/or previously unselected Providers.

If PARTNER has selected "All" for the Providers at product level (All-In), COMPANY may deliver existing Back Catalog Recordings to new Providers without further consent from PARTNER

upon their addition. Any restrictions for the Back Catalog Recordings regarding the contract territory are taken into account accordingly - otherwise, worldwide delivery occurs.

For distribution, the price list in its currently valid version applies.

### **1.3. Other Services**

Additional services related to the marketing and distribution of the Recordings can be booked through the Account.

For these services, the price list in its currently valid version applies.

## **2. Accounting and Payment Modalities**

### **2.1.**

PARTNER's share in the revenues (hereinafter referred to as "License Share") under this contract are exclusively credited to PARTNER's access restricted Account on [igroovemusic.com](http://igroovemusic.com).

Charges for services commissioned by PARTNER will be invoiced by COMPANY and billed to PARTNER. PARTNER shall make payment using the payment methods provided by COMPANY at the time of invoicing (e.g., credit card, balance). If PARTNER opts to settle the invoice using the credit balance in its Account, the corresponding invoice amount will be deducted from the balance.

If PARTNER's Account does not contain a sufficient balance for payment and PARTNER is unable to use other payment methods offered by COMPANY, PARTNER is obliged to promptly settle the invoice by transferring the amount to COMPANY's bank account.

COMPANY is under no obligation to provide the commissioned services until the full invoice amount has been paid.

PARTNER is not entitled to offset claims from this contract against claims from other contracts or other claims against COMPANY, or to assign them to third parties.

PARTNER must provide COMPANY with the complete and correct bank account details (bank account holder, IBAN, BIC) for the purpose of fulfilling the payment obligations from this agreement. Any delays or incorrect information are at the expense of PARTNER.

Payments to the bank account specified by PARTNER are made with discharging effect. Any changes to the bank account details must be reported to COMPANY immediately. Upon COMPANY's request, PARTNER must provide confirmation of the bank account. Furthermore, PARTNER must ensure that incoming payments, initiated by COMPANY (Swiss bank), can be processed on PARTNER's bank account.

### **2.2.**

The PARTNER bears sole responsibility for the tax and insurance matters and is obligated to settle all taxes, social security contributions, and other dues arising from the contract revenues itself. Should PARTNER fail to meet its tax obligations, and this causes damage to COMPANY, PARTNER shall fully indemnify and hold COMPANY harmless upon first request.

In the case of direct payment of taxes or social security contributions by COMPANY or its licensees due to legal requirements, COMPANY is authorized to offset these against the License Share claims of PARTNER. PARTNER waives any defense of the statute of limitations.

### **2.3.**

COMPANY settles accounts monthly on the first business day of each month. However, the initial settlement occurs approximately 60 (sixty) days after the release date of the first recording. COMPANY reconciles the revenues actually received by the COMPANY from the exploitation of the Recordings before the settlement date and credits the License Share to PARTNER's Account. If this is not possible, settlement and credits will occur in the following settlement period.

PARTNER can initiate payouts from a credit balance of at least 100 (one hundred) USD/EUR/GBP/CHF in its Account, and COMPANY will carry out the money transfer to PARTNER within 10 (ten) working days, provided all prerequisites for this under this contract are met. An unconditional prerequisite, for example, is the presence of a current and valid bank account of PARTNER and in individual cases the presence of a particularly complete and error-free invoice from PARTNER under tax aspects. Explicit reference is made to the following clause 2.4. Bank fees or other costs incurred in the course of these transactions are borne by PARTNER.

With the credit of the License Share to PARTNER according to this contract, all claims of PARTNER regarding the contract-compliant use of the Recordings by COMPANY or its licensees are settled. The statements made available to PARTNER online in the Account are considered approved by PARTNER if he does not object within 3 (three) months after making them available in the Account, stating substantiated reasons.

### **2.4.**

COMPANY is entitled to withhold the credit or payout of the License Share to PARTNER in whole or in part if COMPANY has claims against PARTNER due to a breach of contractual obligations undertaken by him or if such claims are imminent (refer also to clause 4.2.). However, the right to withhold may only be exercised in good faith and up to a reasonable amount of the claim.

COMPANY is also entitled to offset the withheld License Share of PARTNER against any compensation claims from third parties (regardless of whether a final judgment exists) or to use it to cover its own expenses in connection with the defense against third-party claims.

### **2.5. Settlement and Account Access After Termination of Contract**

After the contract term ends, PARTNER is no longer allowed to submit new products, upload associated Recordings or have them distributed by COMPANY. Consequently, COMPANY shall be relieved of any obligations related to such actions.

If COMPANY receives revenues from the exploitation of the Recordings after the expiration of the contract term or exploitation period, COMPANY is only obliged to settle accounts and make payments in accordance with the provisions of these GTC. If necessary, COMPANY may also send a deletion request (hereinafter referred to as "Takedown") to the Providers for the first time or again.

4 (four) months after the end of the contract term or exploitation period, COMPANY is authorized to deactivate PARTNER's Account.

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

#### **3.1.**

PARTNER grants COMPANY all rights necessary for the fulfillment of this contract to the Recordings as well as related content/accompanying materials/data (artworks, covers, photos, etc.) according to the following provisions.

COMPANY is exclusively authorized, in the selected contract territory through the selected Providers (refer to clause 1.2. in conjunction with clause 5.), during the exploitation period according to clause 5.3., to sell, distribute, make publicly available, provide and evaluate the Recordings in any non-physical form possible today and in the future, including the use of the Recordings in the context of "User-Generated Content", as well as to announce or advertise the Recordings in any way in all media.

Furthermore, COMPANY is authorized to edit or have edited the Recordings and other content as far as necessary for the fulfillment of the contract purpose; including the right to edit, adapt, and/or change the Metadata of the Recordings.

COMPANY may exercise the rights, claims, and powers granted herein in whole or for parts or excerpts of the Recordings or transfer their exercise to third parties.

Excluded from the Grant of Rights are only those rights managed by collecting societies (SUISA, GEMA, ASCAP, BMI, MLC, GVL, PPL etc.), insofar as they have been transferred to them.

#### **3.2.**

PARTNER authorizes COMPANY to take action against any exploitation not permitted under this contract and to take legal steps. However, the CONTRACTING PARTIES will coordinate on such steps.

#### **3.3.**

PARTNER authorizes COMPANY to use the name, project title, or the name of the artist(s) (including alias's), trademarks, symbols, images, photographs, and biographies of the artist(s) for advertising and promotional purposes free of charge.

COMPANY is authorized to utilize, for its own advertising or reference purpose on its own social media channels, up to 30 seconds of official music videos of PARTNER or from videos/image material posted by PARTNER or artist(s) on social media.

### **4. Warranty and Liability of PARTNER**

#### **4.1.**

PARTNER guarantees that:

- PARTNER has already acquired all rights necessary for the fulfillment of this contract or will acquire them – if not already done – by the time of publication by COMPANY, and is neither legally nor contractually prevented from concluding and fulfilling this contract.
- the use and distribution of the Recordings does not infringe upon copyright/performance protection or other rights of third parties, and that neither the Recordings themselves nor the artist names, artworks, promotional materials, photos, trademarks, etc. provided by PARTNER infringe upon third-party rights.

- the Recordings do not contain illegal content and, in particular, are not racist, defamatory, glorifying violence, or otherwise unlawful.
- the Recordings delivered by PARTNER, including visual and/or audio media, are marked according to legal requirements (especially in terms of required age ratings) and do not violate any law or third-party rights.
- PARTNER has adequately compensated or will adequately compensate all participants involved in the Recordings (e.g., artists, producers, songwriters, mixers, licensors, and other third parties) and has borne or will bear all costs and fees incurred or to be incurred in connection with the production of the Recordings (with the exception of remunerations that are paid out by third parties such as payments to CMOs (e.g. SUISA, GEMA, ASCAP, MLC), which are made by Providers).
- PARTNER acknowledges the rules of the International Federation of the Phonographic Industry (IFPI) and its respective regional associations (in particular IFPI Switzerland, IFPI Austria, and the BVMI in Germany) and will refrain from anything that constitutes chart manipulation as well as keeping the Recordings free from streaming- and any other types of manipulation.

If any changes or new findings regarding the warranties provided above arise after the conclusion of the contract, PARTNER must promptly notify COMPANY.

#### **4.2.**

In the event of a breach of any of the warranties mentioned in clause 4.1, the obligations from this contract, or other legal violations, PARTNER will indemnify and hold COMPANY and its contractual partners, owners, and employees harmless from all legitimate claims, demands, liabilities, costs, and fees of any kind that are raised against COMPANY and its licensees upon first request.

PARTNER will reimburse COMPANY for all direct and indirect damages and costs (including reasonable legal defense costs). COMPANY will inform PARTNER immediately in the case of claims or legal action being taken, and PARTNER is obligated to defend COMPANY at its own expense and with legal counsel to be designated by COMPANY, if COMPANY desires so.

Furthermore, COMPANY is entitled to terminate the contractual relationship without notice.

#### **4.3.**

COMPANY is entitled to listen to/view all Recordings including accompanying materials and is, in the presence of a justified suspicion that PARTNER or one or more Recordings violate the provisions of this contract, the warranties according to clause 4.1, applicable law, or third-party rights, entitled in good faith to take appropriate measures to prevent damage, including, but not limited to, refusing the delivery and publication of the respective Recording(s), blocking PARTNER's Account, withholding payouts in whole or in part, and/or removing already published Recording(s) from distribution.

COMPANY will inform PARTNER immediately about such measures and give PARTNER the opportunity to respond. The same applies in the case of qualitative and/or quantitative defects. The refusal of publication or the removal of Recordings from distribution shall always

be the last resort. PARTNER should, in particular, be given the opportunity to conclusively refute and/or remedy the alleged violation, for example, by presenting documents or exchanging passages of a Recording.

This does not affect COMPANY's further claims for damages (such as according to clause 4.2.). If COMPANY removes a Recording from distribution, PARTNER is entitled to exploit the respective Recording during the term of this contract and subject to prior approval from COMPANY, either himself or through third parties.

#### **4.4.**

Should measures by COMPANY (such as initiating a Takedown) become necessary due to a violation of the aforementioned warranties, COMPANY is also entitled to demand at its own discretion a compensation for expenses of up to 200 (two hundred) USD/EUR/GBP/CHF per affected Recording. Any fines or contractual penalties charged to COMPANY by its licensees in this regard must also be fully borne by PARTNER.

## **5. Contract Duration, Exclusivity, and Exploitation Period**

### **5.1. Contract Duration and Termination**

The contract becomes effective upon the opening of an Account on [igroovemusic.com](http://igroovemusic.com). It is concluded for an indefinite period and can be terminated by either PARTY at any time in text form with a notice period of 30 (thirty) days to the end of the month. Withdrawal rights are excluded.

As an alternative to the termination of the contract by COMPANY, COMPANY may determine with a notice period of 30 (thirty) days to the end of the month, that the contract will continue exclusively with regard to the Back Catalog Recordings, and from the specified date, PARTNER can no longer submit new products and upload corresponding new Recordings. In this regard, COMPANY has no obligations. The obligations of COMPANY regarding the Back Catalog Recordings remain unaffected by this. The same applies to PARTNER's right to terminate the contract according to section 1 of this clause 5.1.

### **5.2. Distribution Obligation**

PARTNER is **not** obliged to publish all available Recordings exclusively through COMPANY.

However, Recordings published through COMPANY remain in COMPANY's exclusive distribution in the contract territory during the exploitation period according to clause 5.3. (refer also to clause 5.4.). This means, in particular, that during this period, PARTNER is not allowed to distribute contractual Recordings through other distribution companies via the same Providers in the same contract territory (refer also to clause 1.2.).

For clarification: In this context, any Takedown requests by PARTNER concerning Recordings published through COMPANY during the exploitation period according to clause 5.3. are only permissible with prior consent from COMPANY.

This also includes partial Takedowns, i.e. Takedowns for individual contract territories previously determined at the time of product submission, as well as in relation to individual Providers previously determined at the time of product submission (for both, refer also to

clause 1.2.). Exceptions to this may arise from legal situations such as copyright infringement by PARTNER or proven loss of rights by PARTNER to Recordings in a contract territory (refer also to clause 4.).

### **5.3. Exploitation Period**

The exploitation of Recordings by COMPANY begins with the conclusion of the contract and ends 12 (twelve) months after the end of the contract term according to clause 5.1..

This does **not** apply to those Recordings that were already confirmed by PARTNER in the Account as a product for distribution through COMPANY before the effectiveness of these GTC on May 4th, 2024 at 00:00. For those Recordings, the exploitation ends with the end of the contract term according to clause 5.1.. A list of the relevant Recordings will be provided to PARTNER by COMPANY upon request.

The respective rights and obligations of the CONTRACTING PARTIES from this contract exist until the expiration of the exploitation period. PARTNER is aware that it takes some time after the expiration of the exploitation period for the Recordings and other contents to be removed from the respective Providers (depending on the processes of the concerned Providers, up to several weeks).

If, at the time of expiration of the contract term or the exploitation period of the Recordings, there is a balance against PARTNER on the Account (negative amount / "shortfall"), the exploitation period automatically extends (even in the case of a pronounced termination) until PARTNER has fully compensated the existing shortfall by payment to COMPANY; the date of payment receipt at COMPANY is decisive for this.

Should PARTNER wish to shorten the exploitation period, the CONTRACTING PARTIES can agree on financial compensation for COMPANY in the form of a so-called Override, whereby the final decision on this lies with COMPANY.

An individual contractual agreement between the CONTRACTING PARTIES is required for this in any case.

After the expiration of the contract term or exploitation period, COMPANY is entitled to delete all Recordings from PARTNER's Account.

### **5.4. Title Exclusivity**

Until the expiration of the exploitation period according to clause 5.3., it is not allowed for PARTNER or artist(s) in the contract territory to re-record/produce the works underlying the Recordings or to have them re-recorded/produced, whether in whole or in part, whether in the contractual version or another version, whether under their own or another name, nor anonymously, for themselves and/or third parties, or to exploit or have them exploited by themselves and/or third parties, or to transfer such rights to third parties.

Excluded from this are TV/radio broadcasts and concerts/festivals where the works underlying the Recordings are performed, as well as the use of excerpts of such Recordings on the own websites and social media channels of PARTNER or artist(s) for advertising and promotional purposes.

## **6. Force Majeure Clause**

If COMPANY is prevented from fulfilling the contract due to force majeure (e.g., flood, water damage, power failure, disasters, terrorism, strike, failure of technical equipment, etc.), this does not constitute a breach of contract or a basis for liability towards PARTNER.

## **7. Limitation of Liability of COMPANY**

The liability of COMPANY is excluded to the fullest extent permitted by law. In particular, liability for indirect and consequential damages, lost profits, missed business opportunities, lost revenues, lost company or brand value, or other impairments is excluded.

COMPANY cannot guarantee continuous availability of the technical infrastructure provided, including the Account, to PARTNER and accordingly does not assume liability in case of unavailability.

Furthermore, PARTNER acknowledges that the digital distribution is subject to technical circumstances beyond the control of the COMPANY in individual cases. COMPANY specifically disclaims any liability related to the availability or unavailability of the Recordings and other contents with the Providers.

## **8. "My Deals"**

### **8.1.**

COMPANY may provide PARTNER with the feature "My Deals" (also known as "Revenue Share" or shortly "RevShare") in the Account upon request.

The "My Deals" feature allows PARTNER to let third parties (hereinafter referred to as "RevShare-Partners") participate in their License Share from this contract.

With reference to clause 2.3, it is stipulated that with the credit of the License Share by COMPANY to PARTNER, all claims of PARTNER regarding the contract-compliant use of the Recordings by COMPANY or its licensees are settled. Accordingly, PARTNER is responsible for the payment and settlement towards any further licensors, songwriters, publishers, artists, producers, mixers, and other third parties, as well as the payment of all applicable taxes or tariffs. (refer to clauses 2.2 as well as 4.1).

Without transferring this responsibility to COMPANY, PARTNER has the opportunity to use the "My Deals" feature to commission COMPANY to pay out parts of the License Share credited to PARTNER directly to the RevShare-Partners defined by PARTNER. PARTNER bears full responsibility for the accuracy of the inputs (e.g., name, location, VAT liability, tax number), the appropriateness of the compensation, and the correctness of other information related to the "My Deals" feature. COMPANY merely provides the technical infrastructure without any guarantee of continuous availability.

If COMPANY accedes to PARTNER's request to make payments directly to RevShare-Partners via the "My Deals" feature, this merely represents an accommodation by COMPANY towards

PARTNER. All payments by COMPANY under this contract are considered payments to PARTNER, and COMPANY assumes no liability for incorrect payments under this agreement or for non-compliance with legal regulations. PARTNER indemnifies COMPANY from all impending or asserted claims and demands as well as from damages, losses, liabilities, or costs associated with "My Deals" payments.

Payments to RevShare-Partners through the "My Deals" feature are payments from PARTNER to RevShare-Partners. The payments are immediately deducted from PARTNER's balance upon credit of the respective License Share to PARTNER's Account.

## **8.2.**

To use the "My Deals" feature, PARTNER must enter the email address of the respective RevShare-Partner to be involved, their respective share of the revenues of the particular Recording, and other information in the Account. Only those revenues that are actually received by COMPANY concerning the Recordings can be shared via the "My Deals" feature. Other income shares (e.g., through third-party distributions or publishers) cannot be shared through this.

## **8.3.**

All RevShare-Partners wishing to use the "My Deals" feature are required to either register on [igroovemusic.com](http://igroovemusic.com) with a feature-specific customer account (hereinafter referred to as "Deals-Account") or (if available through an existing customer relationship with COMPANY) to log in to their existing Account to accept and receive such payments via the "My Deals" feature used by PARTNER.

Access to a Deals-Account enables RevShare-Partners to view the deals deposited by PARTNER and to request payouts for them.

RevShare-Partners with a Deals-Account understand and agree that all provisions of COMPANY's GTC apply to them, except for clause 3. "Grant of Rights" and clause 5. "Contract Duration, Exclusivity, and Exploitation Period". If the RevShare-Partner is itself a customer of COMPANY, this exception does not apply.

PARTNER and their respective RevShare-Partner grant COMPANY unrestricted permission to share the usage data, especially trend data, with both PARTNER and their RevShare-Partners.

RevShare-Partners receive their share of the License Share from PARTNER only after PARTNER and RevShare-Partner have agreed on the respective share, both have accepted this share, and the respective deal is listed as "live" in the system. Furthermore, a payout by COMPANY to RevShare-Partner may only proceed if PARTNER's Account maintains sufficient funds.

RevShare-Partner agrees and consents that the payments by COMPANY to them via the "My Deals" feature are made on behalf of PARTNER, who has instructed this payment to RevShare-Partner and can revoke the instruction for such payment to RevShare-Partner at any time.

RevShare-Partner indemnifies COMPANY from all claims arising from or related to the use of the "My Deals" feature and the associated payments or non-payments.

RevShare-Partners are in no way obligated or encouraged to use the "My Deals" feature and/or COMPANY's systems (website, app, etc.) to claim payments that are legally/statutorily owed to them by PARTNER or third parties.

The "My Deals" feature by COMPANY is only intended as a tool for PARTNER to process payments to their RevShare-Partners more efficiently. The use of the "My Deals" feature does not limit the responsibilities and obligations of PARTNER towards the RevShare-Partner nor the rights and remedies of the RevShare-Partner against PARTNER.

## **9. Confidential Information / Confidentiality / Data Usage**

PARTNER and COMPANY assure confidentiality regarding any information, documents, and other materials received from each other. This assurance remains in effect even after the contract term.

Neither COMPANY nor PARTNER is authorized to disclose confidential information of the other party to third parties, unless the concerned party is legally or by regulatory authorities required to disclose, or in cases where one party gives the other party explicit, case-specific consent for such disclosure.

COMPANY is authorized to use the information and data generated, received, and/or acquired by COMPANY in connection with the distribution and marketing of the Recordings and the use of the Account, including demographic, statistical, usage-related, and anonymized data related to the aforementioned activities, for COMPANY's own purposes.

The CONTRACTING PARTIES commit to refraining from any derogatory public statements about the other, its employees, and the cooperation under this contract. A violation constitutes a serious breach of contract.

## **10. Amendment of these GTC / Price List**

COMPANY reserves the right to change these GTC or the price list at any time and without stating reasons. The amended terms & conditions will be transmitted to PARTNER via email two weeks before they take effect. PARTNER has the right to terminate this contract within a period of 2 (two) weeks after receiving this notification. If PARTNER does not terminate the contract within 2 (two) weeks after receiving the email, the amended terms & conditions are considered accepted.

In case of amendments to the GTC and/or the price list, the provisions set later prevail over the earlier ones in the event of contradictions.

## **11. Other Provisions**

### **11.1.**

PARTNER commits to providing true and complete information. For minor PARTNERS, legal guardians must accept the GTC.

PARTNER also commits to promptly informing COMPANY about any changes to all personal data necessary for the execution of the contract, especially name, first name, address, email, telephone number and banking account.

### **11.2. Individual Contractual Agreements**

If individual contractual agreements have been made between the CONTRACTING PARTIES regarding one or all of PARTNER's Recordings, then the agreements made there for the respective Recordings take precedence over the provisions of these GTC.

Should the individual contractual agreements not cover aspects related to the use of the platform provided by COMPANY, the provisions of these GTC shall apply.

### **11.3. Notice on Privacy Policy**

The use of COMPANY's services is subject to the privacy policy, available at [www.igroovemusic.com/legal](http://www.igroovemusic.com/legal)

### **11.4.**

In addition to clause 3, COMPANY is authorized to transfer rights and obligations from this contract, as well as the entire contract, to companies affiliated with COMPANY or as security to third parties. PARTNER may not transfer this contract or the rights and obligations under it, in whole or in part, to a third party without COMPANY's prior written consent. A transfer contrary to the provisions of these GTC is void.

### **11.5. Choice of Law and Jurisdiction**

This contract shall be governed exclusively by Swiss law, excluding the conflict of laws rules of private international law. The ordinary court at the respective seat of COMPANY is the exclusive jurisdiction for all disputes arising from or in connection with this Agreement. This applies even if the Account or the services of COMPANY are used outside of Switzerland.

Date: April 19th, 2024 (Effective as of May 4th, 2024, at 00:00 hours)

# PRICE LIST

All prices may vary as part of discount campaigns. All prices are exclusive of the applicable sales tax according to law and such taxes will be added at settlement, irrespective of whether PARTNER is entitled to deduct input tax in its capacity as an entrepreneur.

## License Share: Standard-Deal

PARTNER receives 92% (ninety-two percent) of the revenues (= settled and actually paid gross revenues from the exploitation of the Recordings minus sales tax or corresponding taxes and minus all taxes that have to be incurred and withheld). Individual agreements in text form can be made in specific cases.

The License Share credited to PARTNER is considered total compensation for the exploitation of the respective Recording(s). PARTNER is otherwise responsible for payment and accounting to other licensors, songwriters, publishers, artists, producers, mixers, and other third parties, as well as for paying all applicable taxes, duties, and tariffs. All production and marketing costs (studio/ video clips /graphics /fan boxes /marketing, etc.) are borne by PARTNER.

## Upload Costs

One-Time Setup Fee	CHF	EUR	USD	GBP
Single	25,-	19,-	20.-	15.-
EP	35,-	29,-	30.-	25.-
Album	55,-	49,-	50.-	40.-

## Other Services

Current prices and information for booking Other Services can be viewed in the Account or will be agreed upon individually between PARTNER and COMPANY in text form.

Should the complete or partial execution of Other Services by COMPANY or service providers of COMPANY not be possible for reasons attributable to PARTNER (e.g., due to delayed delivery of pre-products by PARTNER), COMPANY will refund PARTNER the costs calculated for the respective booked service after deducting a flat rate of 100 (one hundred) USD/EUR/GBP/CHF and any third-party costs already incurred.

## My Deals Feature

All RevShare-Partners using the "My Deals" feature will be charged a fee of 8 (eight) USD/EUR/GBP/CHF for each requested payout.

**Individual Agreements**

Individual agreements are made separately between COMPANY and PARTNER. Reference is made to clause 11.2 of the GTC.

**Currencies**

The currencies in which the License Share and any costs are applied depend on the currency settings in the PARTNER Account.