

WITH RESPECT TO THE COPYRIGHT IN AND TO THE SOUND RECORDING (hereinafter the "MASTER") OF THE COMPOSITION ENTITLED " **Insert Title Name** " produced by Producer Featuring (**Insert Artist Name**).

WE THE UNDERSIGNED PARTIES AGREE AS FOLLOWS:

1. OWNERSHIP

1.1 Ownership in the master will be owned by Producer for the full duration of copyright worldwide. In perpetuity (hereinafter the "TERM") the exclusive right to exploit the Master throughout all territories of the Universe (hereinafter the "Territory"). It is agreed that Producer will own the 100% of the masters and will collect on master sales royalties of all net earnings arising from all commercial exploitation of all versions of the Master throughout the Universe.

1.2 It is also agreed that Producer shall have full right to grant or refuse licenses for use or exploitation of the composition.

2. FEATURED ARTIST ROYALTIES

For clarity, the featured artist who has participated in the recording of the Master is:

2.1 "**Insert Artist Name**" (hereinafter collectively the "Featured Artist")

2.2 The Featured Artist will not be entitled to a share of ownership of the Master and shall receive 0% of the master sales royalties of net earnings arising from all commercial exploitation of all versions of the Master throughout the Territory for the full term of copyright including any renewals or extensions. **(If this will change then insert the amount that the artist will take of the master sale)**

3. EXPLOITATION

3.1 It is hereby understood and agreed that the Master may be exploited by Producer in the Territory for the Term by all means and methods that sound recordings are generally exploited.

4. COMPOSITION

4.1 Right, interest and title in and to the Composition shall vest in the following persons in the following proportions:

**50% Producer**

**Featured Artist Publishing Royalty: 50%**

4.2 FEATURED ARTIST FEE

The Featured Artist will be paid a fee of \_\_\_\_\_ for their contribution of the work.

5. ROYALTIES

5.1 Royalties arising from the use or exploitation of the Composition in the Territory during the Term shall be apportioned and distributed according to the rules and practices of the organization(s) or collecting societies administering such royalties throughout the Territory, and any persons or entities (or their designated assignees or representatives, as the case may be) entitled to such royalties hereunder shall receive said royalties directly from said organizations or collecting societies for example (COSBOTS).

5.2 Public performance of the Master shall be subject to the laws, rules and customs governing Performer's Protection or equivalent rights or entitlements, in the different countries of the Territory.

6. INTELLECTUAL PROPERTY

6.1 Producer represents and warrants that the work to be exploited by them is original work and to its knowledge is not infringing on any third party's copyright.

7. BREACH AND TERMINATION

7.2 Should either party commit a breach of any of the material provisions of this Agreement and fail to remedy that breach within 7 (seven) days after receipt of notice to rectify the breach, the aggrieved party shall be entitled to pursue any available legal remedy.

8. CONFIDENTIALITY

The Parties individually undertake that any representative, employees, agents and sub licensees keep secret and treat as confidential this Agreement, all documents and information relating to this Agreement and the business affairs of The Parties and shall keep this agreement and all such related documents and information secure and protected against theft, damage, loss or unauthorized access and shall not, without the consent of the other – and which shall not be unreasonably withheld, disclose this agreement or any such related documents or information to any third party.

9. GENERAL

Producer will be responsible for notifying and registering the song with the following societies:

COSBOTS

This Agreement shall be governed by, and construed in accordance with the laws of Botswana and any court of competent jurisdiction therein shall have exclusive jurisdiction over any disputes or controversies arising between the parties hereto regarding this Agreement, and the parties hereto consent to such jurisdiction.

No variation or modification of this Agreement shall be of any force or effect unless the same shall be confirmed in writing and signed by both parties.

All headings in this Agreement, including, without limitation, the title heading of the agreement, are for reference purposes only and shall not in any way affect the construction or interpretation of anything contained in this agreement.

This agreement constitutes the whole and entire agreement between the parties covering the subject matter contained herein. Any previous agreements in conflict with the provisions herein contained are hereby cancelled and there are no agreements, representations or warranties between the parties other than those specifically set forth herein.

THUS, DONE AND AGREED ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ 2025

\_\_\_\_\_  
**Producer**  
**P.O. Box 606 ADD**  
**Gaborone, Botswana**  
**Company Reg No: Co2096/2000**

\_\_\_\_\_  
**(Insert Artist Name)**  
**(Insert Artist ID)**