

Contract

Between

BABYSHADEZ LTD (the Company)

AND

Name (I/me/my)

Band/Act Name

Date of Birth

Address

Telephone Number

Mobile Number

Email Address

If you under the age of 18 years old, this contract must be signed by your parent or legal guardian before your audio/visual audio is upload on our site.

I hereby confirm that I am the parent and/or legal guardian of the above name person and I consent to them participating and appearing on Babbyshadez Ltd in accordance with these terms hereof.

To be signed by both parents or legal guardian (delete as appropriate)

Parent

Print name

Dated

Parent

Print name

Date

Please read this Contract very carefully before signing it.

Please note the Term and Conditions on our Website and App will also form part of this Contract and it is advisable that the Term and Conditions are ALSO read carefully

Please Sign and Date here confirming you have read the Terms and Conditions:

Sign..... Date.....

Print name.....

1. Songs

- a. I agree and acknowledge all songs upload on the Company's website/App will be my own original songs
- b. I agree if I have used a song writer I will advise the Company forthwith and written confirmation will be provided by the song writer confirming s/he has given me rights to use the said song before the song is uploaded.

2. Profile

- a. I agree the Company will not liable for any data inputted by myself on the Company's Services and they will not be liable for any adverse reaction/response.
- b. I agree I will be liable for the personal data inputted on my profile e.g. home address, telephone number, email, DOB. The Company will not be liable of any kind of abuse of any manner.

3. Donations

- a. The company will allow you to request donations from the audience/fans in relation to the categories (see Services for list of categories) and they will not take a percentage of the donations.
- b. I acknowledge I will be liable for any Taxes/any expenses incurred involving the said Donations.

4. Money Earn

- a. The Company will endeavours to promote/market/sell your music/merchandise
- b. I acknowledge and agree that the Merchandise will be manufactured by Company, in return the Company will enable me to advertise the said merchandise through their website, App, any Events held by them and media links introduced by Company.
- c. I agree that the Company will be entitled to 40% of the net profit of any merchandise sold through their Services.
- d. The Company can also provide you with creative assistances in relation to your merchandise this service will be available for a fee.

5. Negotiates with Record Companies

- a. I agree if I or the Company obtain a record contract, the Company's legal department will negotiate the contract on my behalf in return I agree and acknowledge they will retain 50% of the signing fee.

6. Events organised by the Artist

- a. I agree and acknowledge if I use the Company's Services to promote my personal Events, the Company will retain 15% of the total ticket price sold.
- b. I agree that the 15% of the total ticket price sold will be forwarded to the Company within 14 days together with the confirmation of the number and sold prices of the said tickets.

7. Events organised by BabyShadez Ltd

- a. I agree to make myself available at such times and in such locations as the Company may reasonably require and the Company will have no liability to me if I am unable to attend and may disqualify me at the Company's sole discretion and or withhold, withdraw and or revoke any work in the event of any breach, negligent act omission by me and or for any other good reason at their sole discretion.

- b. I acknowledge any events organised by the Company will be given to me on a rotation basis.
- c. I acknowledge and agree that I will not be charged to perform at the event, these events will be held for exposure, any money made, will be towards the expenses incurred to hold the said Events.
- d. I agree I will give the Company at least 48 hours' notice if I am unable to attend.
- e. I agree if I am unable to attend I will be liable for any implied costs, unless non-attendance is due to exceptional circumstances. (Exceptional circumstances will be determined by the Company). I also agree payment will be paid with 28 days.
- f. I understand I may be held liable if the Company is unable to find a replacement Artist.
- g. I agree and acknowledge the Company may give me less than 24 hours' notice if the reserved Artist is unable to attend.
- h. I agree I will be liable for any expenses incurred

8. Concerts at Home (live feed stream)

- a. I agree to make myself available at such times and in such locations as the Company may reasonably require and the Company will have no liability to me if I am unable to attend and may disqualify me at the Company's sole discretion and or withhold, withdraw and or revoke any work in the event of any breach, negligent act omission by me and or for any other good reason at their sole discretion. Concerts will be organised by us at any location.
- b. I agree and acknowledge the Company will give me advance notice to attend the Event.
- c. I agree I will give the Company at least 48 hours' notice if I am unable to attend.
- d. I agree if I am unable to attend I will be liable for any implied costs, unless non-attendance is due to exceptional circumstances. (Exceptional circumstances will be determined by the Company). I also agree payment will be paid with 28 days.
- e. I understand I may be held liable if the Company is unable to find a replacement Artist.
- f. I agree and acknowledge the Company may give me less than 24 hours' notice if the reserved Artist is unable to attend.
- g. I agree and acknowledge I will be liable for all personal expenses
- h. I agree that I will be available at all times as the Company sees reasonable to participate in a question and answer sessions, photo sessions, interviews, take song requests, autographs and other necessary tasks required to fulfil my role as an Artist.
- i. I agree and acknowledge I will be entitled to 5% of the gross profit accumulated from the said Event ticket sale.
- j. I agree and acknowledge the Company will not be for any expenses incurred

9. Copyright, facilities and storage

- a. I agree and acknowledge the Company will charge me a minimum of £10.00 for the storage of each song, if I wish for copyright facilities.
- b. I agree I will provide the Company within 7 days the lyrics and confirmation from the song writer.
- c. I acknowledge and agree if I require the storage data it will be available to me on request as evidence of date of creation. I acknowledge I will need to provide the Company with 14 days' notice.

10. Subscription Fee

- a. I agree and acknowledge the Company also offers a standard free service however this will not include the features of the App. I will only be able to upload information about myself, audio and visual uploads
- b. I acknowledge that the Company's monthly subscription fee for a single usage is £6.99 and for multiple usage (x3) is £8.99. I will be entitled to the same usage as the free standard service, but I will also be able to interact with fans, examine my page and review comments left by others members and fans and be entitled to use the services on the App.
- c. I agree and acknowledge that the Company may increase the monthly fee and when they wish.

11. Third Party Purchases

- a. I agree and acknowledge if a third party wishes to purchase a particular song/ video/ pictures, the Company will be entitled to 50% of income.

12. In-video advertising

- a. I agree and acknowledge any income I produce by using third party products, the Company will be entitled to 50% of the income generated.

13. Other fees

- a. I agree and acknowledge if I use a third company to advertise for me the Company will not be liable for the expense and they will not be liable for the payment or outcome of the same.

14. TV

- a. I agree if my song reaches the BabyShadez Top Ten, I will be available at all times as the Company sees reasonable to participate in a live interview, question and answer sessions, photo sessions, interviews, take song requests, autographs and other necessary tasks required to fulfil my role as an Artist.

15. Availability

- a. I agree I will be available for promotional and organised events as the Company see reasonable.

16. Crowdfunding

- a. I acknowledge the Company may participate in Crowdfunding,
- b. I agree that I will participate in VIP shows, mentions fans in albums, autographs and other reasonable rewards.

16. General

- a. I agree if the company requests proof of my age, I agree I will provide the Company with my original identification documents within 7 days of request.
- b. I agree that the Company will provide me with a platform, which will give me an opportunity to launch my song/s.
- c. I agree that the Company personally WILL NOT provide me with monetary value.
- d. I agree I will not disclose any information about the Company to any third party e.g. schedules, employees and any business activities
- e. I agree that the Company will not be responsible/liable if my song/s do not get selected, unable to form a fan base or obtains views.
- f. I agree I will provide the Company with a full list of where my song/s have been uploaded e.g. You Tube, Facebook, Instagram, etc.
- g. I hereby agree I shall notified the Company on signature of this Agreement if I am currently or have been party or subject to any management and/or live agency agreement and I will provide the Company with full details of the same.
- h. I confirm that I have been truthful and accurate and confirm I have not acted fraudulently in any manner. I confirm if I am found to have been acting fraudulently the Company may disqualify me at their sole discretion and the Company may bring legal action against me, as appropriate and I may be liable for the costs incurred

- i. I confirm I am free to enter this Agreement and I agree I will indemnify the Company in respect to all actions, damages and liabilities which may be brought against the Company as a result of any breaches made against me.

This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or written. The parties to this Agreement stipulate that neither of them has made any representations with respect to the subject matter of this Agreement except such representations as are specifically set forth in this Agreement.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on this (date).....20.....

BABYSHADEZ LTD: _____

ARTIST: _____