

CONTRACT

No

Today ,..... in the city of Sofia

	USER	PROVIDER
Name		Accord Music Net Ltd
Represented by		Dimitar Georgiev
Registration address		141, Tsarigradsko shosse blvd - 7km
Management		141, Tsarigradsko shosse blvd - 7km
Unique identification code		202875230
VAT ID		
Accountable person		Dimitar Georgiev
Contact person		Dimitar Georgiev
Tel.		0898 88 00 88
www		www.akordbg.com
e-mail		office@akordbg.com

Table 1

Hereinafter referred to as PARTIES, have signed this contract:

1.SCOPE.

Article 1.

ACCORD MUSIC NET LTD grants the USER on payment in the name and on behalf of licensors, a non-exclusive right to use in public "live" or through recordings by sound devices including speakers and others., or otherwise at the sites listed in this Contract, any previously publicized musical works from its repertoire, the public performance rights of which belong to ACCORD MUSIC NET LTD or licensors that ACCORD MUSIC NET LTD has signed contracts for mutual representation and are entrusted to be managed.

Article 2

/ 1 / As by the previous article. 1 of this contract, the repertoire of ACCORD MUSIC NET LTD covers music for which ACCORD MUSIC NET LTD has been granted by contract of its licensors, the right to negotiate its public performance, to collect and pay the wages of these licensors. The rights of these musical works (authors, performers and producers) have been covered for public performance.

/ 2 / The public use/broadcast of musical works will be carried out through audio "stream" - a process in internet broadcasting of music stored on the server of ACCORD MUSIC NET LTD to the sites of the USER via an internet portal www.akordbg.com or based only on the content located on ACCORD MUSIC NET LTD servers.

/ 3 / For the purposes of this Article the possibility to use a locally installed player for each site, with the right music content, which is part of this contract, or contracts with other companies that ACCORD MUSIC NET LTD has legal relations shall not be excluded.

Using music content for public performance, which is not part of the above catalogues requires additional contract with the societies for group management of rights registered in the Ministry of Culture of Republic of Bulgaria.

ACCORD MUSIC NET LTD has the technical ability to propose and organize in style and content on agreement with the USER, playlists, the rights of which must be governed by this Contract, or under Article 2/2 /, / 3 /.

II. PRICES AND TERMS OF PAYMENT

Article 3.

Having the rights granted according to Articles 1 and 2 of the contract, the USER must pay ACCORD MUSIC NET LTD an annual remuneration of leva.

Article 4.

In case of delay of payment of the amount under Article 3, the USER dues payment of a penalty of 0.1% interest on the amount due for each day of delay.

Article 5.

If during the course of this contract, the USER discovers new sites excluding those specified in the contract, before the public performance in them, the USER must sign an additional annex to this agreement governing the right of public performance of music using the repertoire attributed by ACCORD MUSIC NET LTD.

III. METHOD OF PAYMENT.

Article 6.

Remuneration according art. 3/1 / to be paid by the USER annually by the 10th day of the month stated in the Contract at bank account IBAN: BG72FINV91501016077710, FIB - Sofia branch or in cash against proforma invoice.

When the payment is a fact - ACCORD MUSIC NET LTD issues the original invoice to USER within three working days.

Article 7.

If in the case of signing a bilateral contract, the user does not pay the agreed remuneration within 10/ten/ working days from the day of signing the contract, the latter shall be automatically terminated.

IV. RIGHTS AND OBLIGATIONS OF THE PARTIES

Article 8.

ACCORD MUSIC NET LTD shall, after the effective payment on the agreed remuneration on behalf of the USER, provide access to the proposed and currently available music catalog through audio "stream" - process for transmitting Internet music stored on the ACCORD MUSIC NET LTD server. In this case the USER uses the web portal www.akordbg.com. Such access shall be granted with username and password provided by ACCORD MUSIC NET LTD. To facilitate the USER digital media containing only phonograms of which ACCORD MUSIC NET LTD has the appropriate rights to public performance can be provided.

Article 9.

/ 1 / In exceptional cases and with the prior written prohibition by the relevant right holders, ACCORD MUSIC NET LTD reserves the right to prohibit the public performance of musical works from his repertoire after publishing on its website www.akordbg.com information regarding these changes and notify USER in writing.

If after the public announcement by the above order of removal of certain recorded music repertoire represented by ACCORD MUSIC NET LTD, the USER continues to use music recordings of the above, removed from the site www.akordbg.com repertoire ACCORD MUSIC NET LTD is not responsible for subsequent sanctions by the Ministry of culture or claims by third natural or legal persons.

/ 2 / USER is not liable to the Inspectorate of the Ministry of Culture, "Copyright" Department on the legality of the musical recordings provided by ACCORD MUSIC NET LTD. ACCORD MUSIC NET LTD ensures owning the copyright and related rights on broadcast recordings and/or has received the right to provide them due to signed contracts with the owners provided they are used under the conditions of this contract.

Article 10.

USER shall pay the stipulated in Article 3 of this contract remuneration as agreed in the contract terms.

Article 11

/ 1 / The USER undertakes to use, in order to provide sound to certain premises, only sound recordings and musical works made available by ACCORD MUSIC NET LTD.

/ 2 / The USER undertakes to suspend public performance, in the premises specified in the contract after the expiry of this contract or termination under Articles 16 and 17 from this contract.

Article 12.

USER shall indicate the name and address of the premises where music is played in a list, duly specified in this contract.

List of premises/sites		
No	Name	Type/size/category/places
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Table 2

Article 13

/ 1 / The USER undertakes to notify ACCORD MUSIC NET LTD in case of change of address, the address of each of its sites, listed in Table 2, as well as any other changes that have occurred and are reflected in this contract.

/ 2 / The notification must be made in writing within 5 /five/ days before the change takes effect.

V. FORFEITS, COMPENSATIONS AND TERMINATION

Article 14.

Upon finding infringement of copyright and/or related rights by the Ministry of Culture in connection with the public performance Art. 1 and Art. 2 of this Contract and ACCORD MUSIC NET LTD is to blame, the latter is obliged to pay a penalty amounting the value of the fine imposed on the USER.

Article 15.

In unilateral early termination of the contract through no fault of ACCORD MUSIC LTD the received in advance remuneration will not be refunded, unless terminated premises specified in the contract or due to closure of the site and in accordance with Art. 16.

In this case, the amount of the provided sounding of the corresponding premises in the contract calculated on an annual basis shall be recalculated based on the number of months of operation with no additional discounts and ACCORD MUSIC NET LTD shall recover the difference between the prepaid amount and the newly calculated amount for the months of operation on a monthly basis without discounts. To reflect the changes between the parties an additional annex is signed as part of this contract with the specified changes and circumstances and the relevant accounting documents are issued.

Article 16.

This contract is valid for the period

Article 17.

The contract may be terminated only if:

- a / The USER discontinues use of music in all of its facilities due to closure, in which case he must notify ACCORD MUSIC NET LTD to the changed circumstances no later than 10 working days before the actual event.
- b) a party is declared bankrupt or in liquidation;
- c) three months written notice by either party;

Article 18.

In the case of negligence of obligations of any of the parties hereunder it shall be subject to the general provisions of the Bulgarian legislation.

Article 19.

The parties shall settle their financial relationships within one month of the termination of the contract.

Article 20.

Each party of this Contract shall exercise with respect confidential information related to the other that has become known in implementing the provisions of this contract and is not entitled to bring it to the notice of third parties, unless such information has become public, carried out with the consent of the affected party or is provided under a court order or other legal obligation.

Article 21.

The Parties agree to endeavor by negotiation and settle all disputes concerning the interpretation and implementation of this Contract. If that proves impossible, disputes are settled according to the rules of substantive law and the Bulgarian Civil Procedure Code.

Article 22.

This Contract may be amended and supplemented only by mutual consent of the parties in writing.

This agreement was read and accepted by the parties, was signed by them and each party received one counterpart.

For USER:

ACCORD FOR MUSIC NET: