



NDB Publishing Group Company Iron Gate Records

THIS AGREEMENT is made and entered into as of the

BY AND BETWEEN:

NDB Publishing Group (Mark A. Skoda, CEO) (herein referred to as the "LABEL")

560 Cumberland Hills Drive

Hendersonville, TN 37075

902-277-4968

mark@irongaterecords.com

AND

ARTIST/BAND:

NAMED REP: (herein referred to as the "ARTIST")

Street Address:

City, State, Zip:

Cell Phone:

Email:

- A. The ARTIST wishes to obtain advice, guidance, counsel and direction in the development and advancement of the ARTIST's music, recording and performing and in areas where the ARTIST's talents can be presented, developed, and advanced; and
- B. The LABEL, by reason of the LABEL's contacts, experience, resources, background, and opportunities, is qualified to render such advice, guidance, counsel, and direction to ARTIST

NOW, THEREFORE, in consideration of the mutual promises herein contained, it is agreed and understood as follows:

AGREEMENT SPECIFICS:

This non-exclusive contract will be on a month-to-month basis with 30 days' notice for termination by either party for any reason. Upon termination the artist will be removed from the LABEL's roster and website. All music released by the artist during the term of this agreement will remain in distribution.

The LABEL will make best efforts for promotion and push for placement of the ARTIST's music and distribution. The ARTIST will provide a finished song to include required .wav format and album cover art along with other details as

required for distribution through Universal Music Group/Ingrooves. This distribution will be provided and in effect for as long as this contract is in place.

- Included is in-house publicity which includes press releases, announcement on the LABEL website.
- Major distribution will be through UMG/Ingrooves.
- Assistance to source and complete recording, editing, mixing and mastering ARTIST's music for release.
- Video promotions on videos to media platforms & outlets.
- Major promotional opportunities will be offered for ARTIST showcases and live streaming

For consideration by ARTIST:

- ARTIST will pay \$150.00 per month via VENMO or PAYPAL to the LABEL's account. This amount shall be net of any fees charged by the payment vendor.
- ARTIST will arrange for their own photo shoot and provide images to LABEL.
- ARTIST assumes all responsibilities for Mechanical License, Sync Licensing, Publishing Royalties & Performance Right Organizations (ASCAP, BMI, SESAC pay royalties to writer/publisher).
- ARTIST OWNS their master copy unless a co-write with the LABEL's publishing company.

For consideration by LABEL:

- LABEL will use their technology platform to provide distribution, social media management, merchandise store front (if necessary) and reporting/analytics.
- LABEL will use their technology platform to make best efforts for booking and tour management with an agency fee of no less than 15% of the venue booking.
- LABEL will work with ARTIST to develop additional budgets for release plans as well as advertising, promotion, and placement of the ARTIST's music.
- LABEL does NOT claim any royalty, writing or publishing rights unless a co-write with the LABEL's publishing company and through a separate publishing agreement.

OTHER RESPONSIBILITIES (Additional Budgeting Considerations):

- LABEL contracts with when an advertisement and/or promotion is needed for the release of a new single, EP or album unless otherwise agreed by the ARTIST and the LABEL.
- LABEL works with ARTIST to design the ads and determine where and when placement occurs where necessary.
- ALL artwork on programs, flyers, ads must be ok'd by the LABEL to ensure quality and inclusion of all information needed.
- LABEL reserves the right to request a song that represents the LABEL's desired quality and content for release.
- LABEL will assist ARTIST in developing appropriate marketing plans and budgets and to assist ARTIST in achieving promotional objectives.

IN WITNESS WHEREOF, the parties hereto have properly executed this Agreement as of the day and year first written above.

Mark A. Skoda
Founder & CEO
Iron Gate Records

Signing for ARTIST:

Name of ARTIST or Group:



ARTIST NON-CIRCUMVENT AGREEMENT

**NDB PUBLISHING GROUP COMPANY
IRON GATE RECORDS**

(Addendum to Artist Agreement)

In and for valuable consideration, ARTIST hereby agrees that NDB PUBLISHING GROJP COMPANY, AKA IRON GATE RECORDS "the LABEL" may introduce (whether by written, oral, data, or other form of communication) ARTIST to one or more opportunities, including, without limitation, natural persons, corporations, limited liability companies, partnerships, unincorporated businesses, sole proprietorships, and similar entities (hereinafter an "Opportunity" or ""Opportunities"").

ARTIST further acknowledges and agrees that the identity of the subject Opportunities, and all other information concerning an Opportunity (including without limitation, all mailing information, phone and fax numbers, email addresses and other contact information) introduced hereunder are the property of the LABEL, and shall be treated as confidential and proprietary information by ARTIST, it affiliates, officers, directors, shareholders, employees, agents, representatives, successors and assigns. ARTIST shall not use such information, except in the context of any arrangement with LABEL in which LABEL is directly and actively involved, and never without LABEL's prior written approval.

ARTIST further agrees that neither it nor its employees, affiliates, or assigns, shall enter into, or otherwise arrange (either for it/him/herself, or any other person or entity) any business relationship, contact any person regarding such Opportunity, either directly or indirectly, or any of its affiliates, or accept any compensation or advantage in relation to such Opportunity except as directly through the LABEL, without the prior written approval of LABEL. LABEL is relying on ARTIST's assent to these terms and their intent to be bound by the terms by evidence of their signature. Without ARTIST's signed assent to these terms, LABEL would not introduce any Opportunity or disclose any confidential information to ARTIST as herein described.

This non-circumvent agreement will be in force for six (6) months after termination of the relationship by the ARTIST or by the LABEL.