

NDB Publishing Group Company (Iron Gate Records)

THIS AGREEMENT is made and entered into as of the DATE:

106 Public Square	
Gallatin, TN 37066	
Office: 615.241.6720	
mark@irongaterecords.com	
AND	
ARTIST/BAND:	
NAMED REP:	(herein referred to as the "ARTIST"
Street Address:	
City, State, Zip:	
Cell Phone:	
Email:	

NDB Publishing Group Company (Iron Gate Records) (herein referred to as the "LABEL")

- 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:

BY AND BETWEEN:

This exclusive contract will be for an initial period of six (6) months and then automatically renewed on a month-to-month basis. However, after the initial contract term and with 30 days notice, the contract can be terminated 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 for an annual maintenance fee and/or moved to ARTST'S new label or distribution service. This shall be completed within the thirty (30) day termination period.

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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 the required .WAV format and album cover art (1500 x 1500 pixels) along with other details as required for distribution through Iron Gate Records. 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 and announcements on the LABEL website. <u>Record Label | Iron Gate Records | Nashville</u>
- Distribution will be through Iron Gate Records distribution services.
- Assistance in sourcing 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 to include placing ARTIST music on Iron Gate Records Radio and interviews with LABEL's podcast, "The Independent Musician".
- Digital marketing services through the LABEL's company, 3 Rare Designs based on budgets and separate agreements for those services. 3 rare designs | 3raredesigns

For consideration by ARTIST:

- ARTIST will pay \$175.00 per month via Credit Card; VENMO or other services to the LABEL's account upon invoicing. This amount shall be net of any fees charged by the payment vendor.
- ARTIST assumes all responsibilities for Mechanical License, Sync Licensing, Publishing Royalties & Performance Right Organizations (ASCAP, BMI, SESAC pay royalties to writer/publisher).
 - o However, the label can assist with required Mechanical Licenses for an additional fee.
- ARTIST OWNS their master copy unless a co-write with the LABEL's publishing company or other writers that
 may appear on the ARTIST music and release.
- ARTIST receives 100% of streaming royalties, less any direct distribution costs by DSP's.
- ARTIST retains all profits on merchandise sales.
- ARTIST retains all tips, subscriptions and/or other income derived from ARTIST performances or music after LABEL fees charged as agreed.

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 their 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 LABEL's publishing company and through a separate publishing agreement.
- LABEL will allow and encourage ARTIST to use the logo and representation by the LABEL in all their social media, websites, written communication, and performances.

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 approved by LABEL to ensure quality and inclusion of all
 information needed.
- LABEL reserves the right to request a song that represents LABEL's desired quality and content for release.
- LABEL will assist the ARTIST in developing appropriate marketing plans and budgets and assist the ARTIST in achieving promotional objectives.



LABEL will offer all available marketing and promotional services to the ARTIST. These services are defined along with pricing at the LABEL website and may change from time to time. OFFERING & PRICE | Iron Gate Records

ARTIST NON-CIRCUMVENT AGREEMENT

In and for valuable consideration, ARTIST hereby agrees that NDB PUBLISHING GROJP COMPANY (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. The 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.

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

Mark A. Skoda

Mark a. Senta

Signing for ARTIST:

Iron Gate Records

Chief Executive Officer

Name of ARTIST or Group:

IRONG GATE RECORDS SERVICES OFFERING & PRICING

(Subject to availability. Offering may change from time to time)

Convice Coteman	Comiss	Description	Deiging
Service Category	Service	Description Monthly opporting and unlimited distribution	Pricing \$125 Monthly
Artist Onboarding	Artist Subscription - Basic	Monthly onboarding and unlimited distribution	\$125 Monthly
	Artist Subscription - Full	All basic services plus social media reporting & online shop	\$250 Monthly
	New Artist Development	Includes full subscription plus A&R and consulting sessions	\$500 Monthly
Music Distribution	IGR Radio	Music play and distribution on IGR radio	Included
	Independent Musician Podcast	Semi-annual podcast interview and distribution	Included
_	re paid to the artist; the artist retains ommitment with 30 day termination o	all music rights and all merchandise profits paid to artist. clause after contract period.	
Service Category	Service	Description	Pricing
Booking and Representation	Booking Agency	Booking services with a 15% booking fee	15% Per Even
	Virtual Agent	10 hours/month dedicated agent service	\$150 Monthly
Promotional Services	Biography Copywriting	Develop and revise artist biography	\$50 Per Event
	Playlist Submission (Single)	Submission to Spotify & YouTube playlists	\$100 Per Song
	Playlist Submission (EP)	Submission to Spotify & YouTube playlists for EP	\$350
Social Media	Post Creation & Reporting	Create & schedule 20 posts per month up to 5 accounts	\$25 Monthly
	Detailed Social Media Performance	Monthly reporting of social media, website & advertising	\$10 Monthly
Service Category	Service	Description	Pricing
Promotional Services P	Press Release Level 1	Press release and distribution to over 50 online services	\$85 Per Event
	Press Release Level 2	Press release and distribution to AP News and 80+ online services	\$150 Per Event
	Fan Reviews (100)	Compilation of reviews for social media use	\$60 Per Song
Advertising	Billboard - Times Square	Time Square LED billboard ad slot	\$800 Per Event
	Billboard - Nashville	Nashville LED billboard ad slot	\$350 Per Event
	Billboard - Blip Service	Booking additional billboards through Blip services	20% Per Even
Service Category	Service	Description	Pricing
Outreach and Media	Curator Submissions	Music submission to selected industry professionals	\$3 Per Contac
	Virtual Publicist	Promotion to blogs, magazines, and trade editors	\$50 Per Event
	Organic Spotify Streams A	5,000 streams, 1,000 listeners, 100 followers	\$100 Per Event
	Organic Spotify Streams B	7,500 streams, 5,000 listeners, 500 followers	\$125 Per Event
	Organic Spotify Streams C	10,000 streams, 7,500 listeners, 1,000 followers	\$175 Per Event
Digital Optimization and Web Services	Social Media Optimization	Monthly social media promotion	\$350 Monthly
Web Betwees	Search Engine Optimization	Monthly SEO for higher search ranking	\$250 Monthly
We	WordPress Website	Dynamic 10-page WordPress website build	\$750 Per Event
	WordPress Website Update	Content updates for WordPress sites	\$150 Per Event
	WordPress Maintenance	Annual website maintenance and updates	\$100 Annually
Interactive Services and Upcoming Features	Al Fan Chatbot	Development of a website chatbot	\$250 Per Event
	Al Fan Chatbot Maintenance	Monthly maintenance for the chatbot	\$40 Monthly
	GeoMelody Streaming	New mobile streaming & social ecosystem app	\$10 Monthly