



Partner Contract

This Partner Contract arranges the cooperation and commitments of the Network-Partner in the Fair-Trade-Music-Network. The signing Network-Partner commits himself to follow the stated criteria. If a partner is found not to follow the criteria he can be expelled from the network without prior notice.

§ 1 Criteria

The signing Network-Partner commits himself in terms of the Fair-Trade-Music-Network to follow at least the following criteria:

1. Maximum prices: The label is selling the sound storage mediums at fair prices. At the moment the defined maximum prices are:

Album-CD: 13 Euro

EP-CD: 10 Euro

Maxi-CD: 8 Euro

Vinyl products are handled separately.

The stated maximum prices are the valid prices at the date of signing and are stated as examples. Changes of the maximum prices, for example because of higher or lower production costs, will be stated on the homepage and through the network. The Network-Partner are committed to follow the current maximum prices.

2. Artist's participation in profits: The label lets the artists and/or producers participate in the profits of sold products in a fair manner. The minimum participation is 35%, best would be 50%. The profit of sold sound storage mediums is calculated from the gross selling price minus the production cost and possible distribution costs.

3. Artistic freedom: The label grants the artist and/or producer widely artistic freedom. An exact definition of this part can be found in the Criteria Catalog of the Fair-Trade-Music-Networks. The following of artistic freedom has to be decided from case to case by the label – maybe in cooperation with the Fair-Trade-Music-Network.

§ 2 Proof of the label

1. The label is committed to send a copy of the trade licence to the Fair-Trade-Music-Network as well as all relevant data like labelcode, release list and other information. Otherwise the Fair-Trade-Music-Network can reject the affiliation of the company as Network-Partner without giving reasons.

§ 3 Network

1. The Network-Partner back up joint advertising and marketing actions. The Fair-Trade-Music-Network is sending out regular press news about network news and news of the partners. Some partner companies offer services (like studio or mastering) at special rates for Network-Partner an. These rates can be found in the secure part of the homepage.
2. As far as possible the network is offering a mailinglist for all Network-Partners, for communication through the network. Through this list the contact person and contact data of the Network-Partners are released as well as internal news.

§ 4 Annual fee and overplus

1. NovaTune takes on the maintenance of the internet pages of the Fair-Trade-Music-Network. NovaTune is giving account annually about the domain costs and other payments, like postage, for the Fair-Trade-Music-Network.
2. The Network-Partners pay the annual fee of – at the moment – 20 Euro in advance. Billing is made by NovaTune. Changes of the fee will be announced to all members in time and are not changing the effectiveness of this contract or single clauses of it.
3. The overplus from these fees – minus domain costs and other payments, made by NovaTune on behalf of the Fair-Trade-Music-Network – is used for joint actions of the Fair-Trade-Music-Networks. The usage of the overplus will be determined by all Network-Partners.

§ 5 Distribution

1. The products of the Network-Partners can be distributed by NovaTune. The distribution is regulated by a separate distribution contract.

§ 6 Expulsion

1. If a Network-Partner does demonstrable not work according to the basic criteria defined in this Partner Contract he can be expelled from the Network without prior notice. In this case he is not allowed to use the Network-Partner-Logo on his products and company materials anymore.

§ 7 Name and Logo of the Network-Partner

1. During the contract period the Network-Partner allows the Fair-Trade-Music-Network to use the name of the label as well as the logo of the label, and names and pictures of the artists in a manner customary in trade for advertisement for the Fair-Trade-Music-Network and the Network-Partners. The Network-Partner has to give such material to the Fair-Trade-Music-Network free of rights of third parties.

§ 8 Contract period and Cancellation

1. The Partner Contract is valid with the signing. On behalf of the Fair-Trade-Music-Network Christian Wirsig and Andreas Wedel are allowed to sign the contract.
2. The Partner Contract is concluded for indefinitely.
3. The Network-Partner as well as the Fair-Trade-Music-Network is allowed to cancel the contract without the statement of reasons annually with cancellation period of four weeks to the end of the year. In special cases, like insolvency of the Network-Partner, cessation of the Fair-Trade-Music-Network or other reasons, an extraordinary notice of cancellation can be allowed.
4. Every cancellation has to be made in written form.

§ 10 Liability

1. The Network-Partner as well as the founding labels of the Fair-Trade-Music-Network are not liable for the actions or other commitments of the other Network-Partners and can not be made liable for damage or other commitments of the other Network-Partners.
2. If a Network-Partner is withdrawing because of insolvency, bills outstanding against the Network-Partner can not be assigned on other partners of the Fair-Trade-Music-Network.
3. If a Network-Partner is withdrawing because of insolvency, bills outstanding against the Network-Partner can not be assigned on other partners of the Fair-Trade-Music-Network.
4. If both founding labels NovaTune and Orca Records withdraw from the network, the network can be carried on by other Network-Partners alone or together with other partners. The withdrawing labels have no claim on the names, data or other information connected with the Fair-Trade-Music-Network. Which one or which ones of the remaining partner labels will take over the organisation of the Fair-Trade-Music-Network in this case is decided by the remaining Network-Partners.

§ 11 Other clauses

1. The contractual relationship is based on German law. Changes and addendums to this contract have to be made in written form to be valid, and the written form cannot be abandoned orally or implied (condition of effectiveness). No subsidiary agreements have been made. Place of fulfilment is Eichenried.
2. If single clauses of this contract are ineffective the other clauses of the contract are still in effect. In this case the partys will replace the ineffective clauses with effective clauses according to the main object of this contract.

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Place, date

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Signature of the Network-Partner
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Signature of the Fair-Trade-Music-Network