

# Agreement for the Use of the Print-on-Demand Online Marketplace by Music Labels

## Contracting Parties:

- **Provider:** Prismaticprint GbR, represented by Ramin Zenddyeh, Philipp Graf, and Markus Kos, [Address], [Contact Information].
- **Music Label:** [Name of the Music Label], represented by [Name of the Representative], [Address], [Contact Information].

## Preamble:

This agreement regulates the terms under which the Music Label can use the services of the Print-on-Demand (POD) online marketplace provided by Prismaticprint GbR to create, distribute, and sell merchandise items with designs provided by the Music Label.

Print-on-Demand (POD) is a business model where products such as clothing, posters, mugs, and other items are only produced and printed when an order is placed. This allows the Music Label to save costs by avoiding upfront investments or inventory holding, while still selling custom-designed products directly to end customers. Prismaticprint GbR handles the production and shipping of the items.

## 1. Subject Matter of the Agreement

1.1 Prismaticprint GbR provides the Music Label with an online platform where the Music Label can upload designs and offer merchandise items such as T-shirts, hoodies, posters, etc., for sale.

1.2 Prismaticprint GbR is responsible for the production, shipping, and payment processing of the sold items.

1.3 The Music Label will receive compensation for each sold product, based on the terms specified in this agreement.

## 2. Provider's Obligations

2.1 Prismaticprint GbR agrees to print and distribute the designs uploaded by the Music Label according to the specifications and in the ordered quality.

2.2 Prismaticprint GbR ensures a secure and user-friendly platform and complies with legal requirements regarding data protection and security.

2.3 Prismaticprint GbR is responsible for customer service related to the production and shipping of the products.

2.4 Prismaticprint GbR is responsible for the maintenance and updating of the content available on the platform, including updating designs, product descriptions, and prices.

### 3. Music Label's Obligations

3.1 The Music Label ensures that the uploaded designs do not infringe on third-party rights and are free of unlawful content.

3.2 The Music Label agrees to possess all necessary rights to use the designs on the platform and to indemnify Prismaticprint GbR from any claims by third parties arising from the infringement of these rights.

### 4. Compensation

4.1 The Music Label will receive 20% of the net sales price of each sold product as compensation. The net sales price is defined as the sales price minus 19% VAT (value-added tax).

4.2 The compensation is transferred immediately to the Music Label's account upon the purchase of a product by a customer.

4.3 The Music Label can view the detailed accounting in its own access on the Prismaticprint GbR website.

### 5. Festival Merchandise Sales

5.1 Prismaticprint GbR operates a physical merchandise shop at various festivals, including but not limited to Masters of Puppets 2025 and Gaggalacka 2025, where merchandise from the Music Label may be sold.

5.2 For each festival where Prismaticprint GbR operates a shop, Prismaticprint guarantees to purchase a stock of at least 10 textiles (e.g., T-shirts, hoodies, etc.) from the Music Label for sale at the festival.

5.3 Prismaticprint GbR will sell the stock at the same prices as in the online store and will handle all logistics, presentation, and sale of the merchandise at these events.

5.4 The Music Label will receive 20% of the net sales price for each textile purchased by Prismaticprint GbR, prior to the festival, regardless of whether all items are sold at the event. The compensation will be paid to the Music Label on the first day of the festival.

5.5 Prismaticprint GbR will provide the Music Label with a detailed report of festival sales no later than 14 days after the end of the festival.

## 6. Rights and Licenses

6.1 The Music Label grants Prismaticprint GbR a non-exclusive, worldwide license to use the uploaded designs for the production and sale of merchandise items on the platform.

6.2 This license automatically expires upon termination of this agreement.

## 7. Duration and Termination

7.1 This agreement has an initial term of one year, starting from the date of signing.

7.2 If neither party terminates the agreement in writing with a notice period of [Notice Period, e.g., 30 days] before the end of the term, the agreement will automatically renew for another year.

7.3 Either party may terminate the agreement without giving reasons to the end of the current term, provided that the required notice period is observed.

7.4 Both parties retain the right to immediate termination for a significant reason. A significant reason is particularly present if a party breaches essential contractual obligations.

## 8. Liability

8.1 Prismaticprint GbR is liable only for damages caused by intentional or grossly negligent conduct. Liability for slight negligence is excluded, except in cases of breach of essential contractual obligations.

8.2 The Music Label is liable for the legality of the provided designs and indemnifies Prismaticprint GbR from all third-party claims arising from the use of these designs.

## 9. Final Provisions

9.1 Changes and additions to this agreement must be made in writing. This also applies to the cancellation of the written form requirement.

9.2 Should individual provisions of this agreement be or become invalid, the remaining provisions shall remain valid. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose of the invalid provision.

9.3 German law applies, excluding the UN Sales Convention.

9.4 The place of jurisdiction for all disputes arising from or in connection with this agreement is [Place of Jurisdiction].

Place, Date:

[Place], [Date]

Signatures:

(Prismaticprint GbR)

(Music Label)