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AVA NOIR

COLLABORATION & LICENSING FRAMEWORK

Professional discussion edition

AVA NOIR

SONGWRITER COLLABORATION & LICENSING FRAMEWORK

Songwriter: Ava Noir **Legal Name:** Stephanie Lua **Role:** Lyricist / Songwriter **Status:** Independent Songwriter **Availability:** International and Korea-based collaborations



PURPOSE

This document provides a preliminary framework for labels, publishers, entertainment companies, artists, producers, and other authorized representatives interested in acquiring, licensing, developing, or collaborating on compositions written by Ava Noir.

Three collaboration structures are available for discussion:

Option A: Single Song Agreement **Option B:** Song Collection Agreement **Option C:** Long-Term Songwriting Agreement

All commercial and legal terms are negotiable.

This framework is intended to facilitate negotiations and does not itself constitute a transfer, assignment, license, publishing agreement, employment agreement, or other grant of rights.

No rights are granted until the applicable parties execute a final written agreement.



OPTION A

SINGLE SONG AGREEMENT

For a company interested in one specific composition or lyric from Ava Noir.

Song Title: _____

Artist / Project, if known: _____

Company / Publisher: _____

The parties may negotiate terms including:

- Exclusive or non-exclusive rights
- Recording and commercial release rights
- Songwriting and publishing ownership
- Writer and publisher splits
- Lyric adaptation, translation, and localization
- Territory

- Term
- Songwriter fee or advance
- Royalty participation
- Credits
- Publishing administration
- Registration and royalty collection
- Demo or production-related rights, where applicable
- Other project-specific requirements

Terms will be negotiated specifically for the selected composition.



OPTION B

SONG COLLECTION AGREEMENT

For a company interested in acquiring, licensing, developing, or representing multiple compositions from Ava Noir's catalog.

Collection / Project: _____

Number of Songs: _____

Artist / Project, if known: _____

The parties may negotiate a collective arrangement covering specifically selected compositions.

Individual songs may maintain separate:

- Writer splits
- Publishing splits
- Fees or advances
- Royalty arrangements
- Artists or intended projects
- Adaptation requirements
- Territories
- Exclusivity provisions
- Administration arrangements
- Credits

A Song Collection Agreement does not automatically include Ava Noir's complete catalog.

Only compositions expressly identified in the final written agreement will be included.

Additional songs may be added later by mutual written agreement.



OPTION C

LONG-TERM SONGWRITING AGREEMENT

For labels, publishers, entertainment companies, or artists interested in establishing an ongoing creative relationship with Ava Noir.

Possible arrangements may include:

- Publishing agreement
- Co-publishing agreement
- Exclusive songwriting agreement
- Staff songwriter arrangement
- First-look or first-negotiation arrangement
- Commissioned songwriting
- Artist-specific songwriting
- Project-based songwriting
- Catalog representation or administration
- Korea-based songwriting and creative collaboration
- Other mutually agreed creative arrangements

The parties may negotiate:

Agreement Term: _____

Territory: _____

Exclusivity: _____

Minimum Song Commitment: _____

Advance / Guaranteed Compensation: _____

Publishing Arrangement: _____

Royalty Arrangement: _____

Renewal / Extension Terms: _____

Korea-Based Collaboration: ☐ Yes ☐ No ☐ To Be Discussed

Visa / Immigration Support: ☐ Yes ☐ No ☐ To Be Discussed



KOREA-BASED COLLABORATION & IMMIGRATION SUPPORT

If a long-term agreement requires or would materially benefit from Ava Noir residing in the Republic of Korea for songwriting sessions, recording projects, artist collaboration, creative development, meetings, or other agreed professional activities, appropriate immigration support may be included as part of the final agreement.

Subject to applicable Korean immigration law and Ava Noir's eligibility for the appropriate immigration status, support may include:

- Sponsorship or supporting documentation for an appropriate Korean visa or status of stay
- Employment, service, publishing, songwriting, or other contractual documentation required for an immigration application
- Company invitation or confirmation letters
- Documentation reasonably required by Korean immigration authorities
- Cooperation with qualified immigration counsel or other authorized professionals
- Assistance with extensions, renewals, or lawful changes of immigration status when continued residence in Korea is necessary for the contractual relationship
- Reasonable coordination of immigration requirements related to the agreed professional activities

The appropriate immigration category, sponsorship requirements, costs, duration, and responsibilities of each party will be determined according to the final relationship and applicable Korean law.

Where physical presence in Korea is an agreed material component of the relationship, the parties will cooperate in establishing an appropriate lawful immigration arrangement before Ava Noir undertakes activities requiring Korean work authorization.



OWNERSHIP OF COMPOSITIONS

Unless otherwise provided in a signed agreement, Ava Noir retains ownership of her original contributions to a composition.

Submission, review, streaming, downloading, discussion, negotiation, or evaluation of a composition does not transfer ownership or grant commercial rights.

For co-written works, ownership percentages will be established by mutual agreement among the participating writers and documented through a split sheet, publishing agreement, or other appropriate written documentation.

No ownership percentage is created solely by participating in discussions concerning a composition.



PUBLISHING

Publishing arrangements may be negotiated individually for each composition, collection, or long-term relationship.

Possible arrangements include:

- Songwriter-retained publishing

- Publishing administration
- Co-publishing
- Sub-publishing
- Territory-specific publishing
- Exclusive publishing for designated compositions
- Assignment or acquisition of specifically identified rights

Any transfer, assignment, administration, or exclusive control of publishing rights must be expressly identified in a final written agreement.

No blanket transfer of Ava Noir's existing or future catalog is implied by this framework.



SONGWRITER SHARE & ROYALTIES

Unless expressly modified through a final written agreement, Ava Noir retains the songwriter's share attributable to her agreed authorship percentage.

Royalty registration and collection may be administered through the applicable performing rights organization, collective management organization, publisher, sub-publisher, administrator, or other mutually agreed rights-management organization.

The parties will cooperate in supplying accurate information necessary for registration and royalty administration, including applicable:

- Writer names
- Professional names
- Ownership percentages
- Publisher information
- IPI / CAE information
- ISWC or other work identifiers when available
- Territory and administration information



INTERNATIONAL & KOREAN RIGHTS ADMINISTRATION

For compositions commercially exploited internationally, the parties may coordinate registration and administration through appropriate performing rights organizations, collective management organizations, publishers, administrators, or sub-publishers.

Where a composition is released or administered in the Republic of Korea, the parties may arrange appropriate Korean rights registration and administration through KOMCA, a Korean publisher or sub-publisher, or another lawful arrangement appropriate to the transaction.

The final agreement will identify responsibility for registration and administration where necessary.



TRANSLATION, ADAPTATION & LOCALIZATION

Ava Noir understands that compositions intended for Korean or international artists may require:

- Korean-language adaptation
- Translation
- Localization
- Melody or structural revisions
- Artist-specific lyric changes
- Concept changes
- Additional songwriting
- Production-related revisions

Ava Noir is open to reasonable creative modification and collaboration when necessary to develop a composition for a specific artist, project, language, or market.

Any individual contributing original copyrightable material may receive appropriate authorship consideration as mutually agreed by the parties.

Material changes affecting ownership or authorship should be documented through an updated split sheet or final agreement.



DEMOS & REFERENCE RECORDINGS

Demos, reference vocals, instrumentals, mock-ups, or other presentation materials accompanying a composition are provided primarily for evaluation unless otherwise expressly stated.

Rights in an underlying composition are separate from rights in any demo or master recording.

A company wishing to commercially exploit an existing demo or recording rather than create a new master must obtain any additional rights and clearances required for that recording.

Technology-assisted or AI-assisted tools may be used in certain demonstration materials solely to communicate the intended concept, melody, arrangement, mood, or potential performance of a composition.

Unless expressly included in a final agreement, such demonstration material should not be interpreted as an offered commercial master recording.

Relevant information concerning submitted demo materials may be disclosed when reasonably necessary for clearance, contracting, or commercial release.



CREDIT

Ava Noir will receive songwriting or lyricist credit consistent with her agreed contribution and the final agreement.

Professional credit should be listed as:

Ava Noir

Where commercially and technically customary, credit may be included in:

- Release metadata
- Digital music services
- Rights-management registrations
- Publishing databases
- Physical release credits
- Official album or project credits
- Other customary industry locations

Ava Noir's legal identity may be supplied privately when necessary for contracting, payment, taxation, royalty registration, or rights administration.



CONFIDENTIALITY & UNRELEASED MATERIAL

Unreleased compositions, lyrics, demos, concepts, artist information, project information, business terms, and other confidential material exchanged during negotiations should remain confidential.

Confidential material may be shared where reasonably necessary with authorized employees, artists, producers, publishers, attorneys, accountants, rights administrators, or other professional representatives involved in evaluating or completing the proposed transaction.



NO UNAUTHORIZED COMMERCIAL USE

Access to Ava Noir's catalog or submission of a composition for consideration does not grant permission to commercially:

- Record
- Release
- Publish
- Distribute
- Reproduce

- Synchronize
- Adapt
- Translate
- Sell
- License
- Perform commercially
- Create derivative commercial works from
- Otherwise exploit

the composition unless such rights have been granted through a mutually executed agreement.



ORIGINALITY & THIRD-PARTY MATERIAL

Each party will be responsible for identifying material it contributes to a project.

Ava Noir represents that, to the best of her knowledge, original lyrics identified as her contribution are not knowingly copied from another protected work.

Any known samples, interpolations, third-party compositions, translations, adaptations, or other material requiring clearance should be disclosed before commercial release.

Specific representations, warranties, indemnification provisions, and clearance obligations may be established in the final agreement.



COMPENSATION & ACCOUNTING

Financial terms will be negotiated according to the applicable transaction.

Depending on the arrangement, compensation may include:

- Songwriter fees
- Advances
- Publishing advances
- Royalties
- Writer's share income
- Publishing participation
- Commissioned-writing compensation
- Guaranteed compensation under a long-term agreement
- Other mutually agreed compensation

The final agreement should specify applicable payment schedules, accounting procedures, royalty statements, deductions, withholding requirements, currency, payment method, and any applicable audit rights.



TERM, TERRITORY & EXCLUSIVITY

Term, territory, and exclusivity will be negotiated according to the applicable song, collection, or long-term relationship.

No worldwide, perpetual, exclusive, or catalog-wide grant should be inferred unless expressly stated in the final written agreement.



FINAL AGREEMENT

This framework is intended to facilitate professional negotiations.

Before commercial exploitation of a selected composition, the parties will execute an appropriate final agreement identifying, where applicable:

- Composition or compositions covered
- Writers and ownership percentages
- Publishing interests
- Rights granted
- Exclusivity
- Territory
- Agreement term
- Compensation and advances
- Royalty participation
- Credits
- Registration and administration
- Translation and adaptation rights
- Accounting and payment procedures
- Representations and warranties
- Confidentiality obligations
- Termination provisions
- Immigration support, where applicable
- Governing law
- Dispute resolution

The final agreement may be prepared by the company, Ava Noir, the parties' publishers, or their respective legal representatives.



COLLABORATION INQUIRY

Company / Publisher: _____

Representative: _____

Position / Department: _____

Email: _____

Artist / Project: _____

AGREEMENT OF INTEREST

☐ **Option A: Single Song Agreement**

☐ **Option B: Song Collection Agreement**

☐ **Option C: Long-Term Songwriting Agreement**

ADDITIONAL INTEREST

☐ Publishing / Co-Publishing

☐ Songwriting Commission

☐ Artist-Specific Collaboration

☐ Korea-Based Collaboration

☐ Catalog Representation / Administration

☐ Other: _____

SONG(S) OF INTEREST

PROPOSED ARTIST / PROJECT / USE

ADDITIONAL NOTES OR PROPOSED TERMS



NEXT STEP

Submission of a collaboration inquiry or selection of an option above expresses interest in discussing a potential professional relationship only.

It does not create a binding license, publishing agreement, assignment, employment relationship, transfer of copyright, or obligation by either party.

Ava Noir or her authorized representative may contact the submitting party to discuss the proposed collaboration and negotiate appropriate terms.

Any commercial rights or binding obligations will arise only through a final written agreement executed by the appropriate parties.

AVA NOIR Independent Songwriter / Lyricist

International & Korea-Based Collaboration Available

All terms negotiable and subject to final written agreement.

