

## **MASTER PURCHASE AGREEMENT**

### **THE UNDERSIGNED**

1. **Talents for Brands B.V.**, office at Luchtvaartstraat 2A, 1059 CA Amsterdam, represented by Mr. M. Schimmer, hereinafter referred to as: "TFB";

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2. Mr. [name], residing at [street], [zip code] [city], hereinafter referred to as: "Participant";

Collectively referred to as: Parties.

### **TAKE THIS INTO ACCOUNT:**

- A. TFB manages the platform "Talents For Brands" (hereinafter the "Platform");
- B. Participant and TFB have in relation to the Platform concluded an agreement ("the Framework Agreement") under which Participant is obliged, under certain conditions, to transfer (intellectual) property rights, including all Neighboring Rights, Existing Recordings and / or New Recordings to TFB;
- C. The Framework, including the definitions used in Article 1 of the framework agreement is fully applicable to the present Agreement (hereinafter: "Agreement").

### **AND DECLARE TO HAVE AGREED AS FOLLOWS:**

#### **Article 1 Transfer of rights**

- 1.1 Participant hereby confirms to have contributed to the production of the hereafter recordings, or - and if applicable - have made these recordings. The concerning Recordings include the following works:

Title Musical Works:

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-  
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- 1.2 Participant transfers to TFB, to the exclusion of others, all Neighboring Rights regarding his performances as stipulated in the Recordings as well as regarding his possible rights as producers of phonograms within the meaning of the 'Wet op de naburige rechten', which transfer of rights TFB hereby accepts. Participant also transfers to TFB Neighboring rights and exploitation rights that participant can exercise now and in the future in relation to the Recordings. The same applies to any and all test Recordings, unfinished Recordings or rejected by TFB Recordings and all previously made recordings by the same Participant as works which are made pursuant to the Master Agreement Recordings. Termination of this Agreement shall not affect the rights of TFB regarding the Recordings incorporated under the Framework Agreement. To the extent required, Participant transfers to TFB, to the exclusion of others, his unlimited, irrevocable and perpetual right to manufacture reproductions of the Recordings covered by the Framework agreement and yet to produce Recordings and exploit these wherever in the world.
- 1.3 Due to the transfer of Neighboring rights referred to in article 1.2, TFB is regarded as the exclusive sole owner of the Recordings. TFB has, to the exclusion of all others, for the entire world the exclusive, unrestricted and irrevocable right, for the duration of the Neighboring right but not the obligation to – unless the parties have expressly agreed otherwise in writing, without further permission or without any (additional) fee – exploit, publish, reproduce and distribute the Recordings produced under the Framework Agreement or parts thereof, including but not limited to the sale of sound carriers and/or audiovisual media in the broadest sense of the word through traditional channels, but also via the internet, other fixed networks and/or mobile networks, whether or not by means of making available to the public, and distribute reproductions of the Recordings such as but not limited to, downloading, uploading and (audio) streaming. The rights granted and transferred to TFB also include all, at the time of the conclusion of this Agreement, known and future forms of exploitation that are not defined specifically in this Agreement.
- 1.4 Of the Neighboring rights that are transferred in this article, explicitly not part of that transfer are rights and/or compensation claims which are assigned by Participation to a collective management organization (such as Sena and Norma) so that these revenues will permanently be forwarded to Participant, whereby it is noted that the relevant collective management organization(s) is responsible for the payment of these fees to the Participant.
- 1.5 Participant hereby declares to agree that TFB may alter, edit, modify or supplement the Recordings. Participant hereby declares to waive, as far as

possible, his (current and future) personality rights under article 6 of the 'Wet op de naburige rechten'.

- 1.6 The Neighboring rights are and will remain for the duration thereof the undivided property of TFB. Parties agree now and if applicable in the future that TFB, regardless of (an application or filing of) bankruptcy of Participant, can at any time exercise the rights granted under this Agreement or otherwise granted Neighboring rights.
- 1.7 Participant hereby grants an irrevocable power of attorney to TFB to initiate legal action partly on behalf of Participant in case of infringement by third parties of any right that is granted by the participant to TFB under this Agreement.
- 1.8 TFB is entitled to transfer the rights and obligations under this Agreement, in whole or in part to a third party. Participant is not entitled to transfer the rights and/or obligations under this Agreement in whole or in part to a third party.

## **Article 2 Guarantees**

- 2.1 Subject to the provisions of the Framework, Participant ensures the following.
  - a. Participant guarantees that he is fully responsible for the third parties, including but not limited to (music) authors of a composition and/or text and performers such as singers, (session) musicians as well as (sound) technicians, that Participant involved in the production of existing Recordings and/or new Recordings;
  - b. Participant guarantees that he will not perform any work or edits thereof which are made by him in the context of the Framework Recordings for the purpose of production of audio and/or audiovisual recordings by third parties or allow that his performance of that Work by third parties is used for the purpose of audio and/or audiovisual recordings or that such – without prior written consent of TFB – audio and/or audiovisual recordings are exploited by third parties in any manner whatsoever;
  - c. Participant guarantees that he will not independently reproduce the Recordings in the context of the present Agreement, nor distribute, publish, make them available (online) to the public, or have that done so in his name, via for example but not limited to his website, a link to YouTube, Soundcloud, Facebook, Twitter or other social media without prior written consent of TFB;
  - d. Participant guarantees that he does not violate any obligation to third parties, in particular he guarantees, but not limited to, that the record company with whom he has concluded an exclusive agreement for the

exploitation of any Recordings of his performances has granted permission to enter into present Agreement.

- e. Participant indemnifies TFB against any liability and resulting damages of any kind, including reasonable attorneys' fees, resulting from a breach or the failure to comply with the guarantees granted by Participant under this Agreement.

### **Article 3 Delivery Recordings**

- 3.1 Participant delivers Recordings by [date] at the offices of TFB. Recordings are delivered by Participant in stereo digital format that meets the quality standards of TFB (e.g. DAT, CD, DVD-Audio and/or WAV via WeTransfer or YouSendit or otherwise in consultation). Participant will also, after a request to do so from TFB, supply the Recordings in the form of a copy of the Recordings, including the master tape(s)/phonogram(s).
- 3.2 Upon delivery of the Recordings as defined in article 3.1, Participant shall, if deemed necessary by TFB, (immediately) at the request of (and in accordance with the instruction of) TFB, adapt, optimize and do everything that is required to improve the quality of Recordings in creative, qualitative and/or commercial sense to a responsible end result. Participant will provide these enhanced Recordings within a time frame determined by TFB and deliver Recordings as described in the manner in article 3.1. Only after TFB approves these Recordings has the delivery of Recordings been completed.
- 3.3 Upon delivery of the aforementioned Recordings, Participant will provide TFB with all the information necessary to exercise all delegated neighboring rights properly, such as the title(s) and time(s) of the recorded (versions of) musical works, names of performer(s), producer(s), author(s), composer(s), etc.

### **Article 4 Compensation**

- 4.1 As the sole and exclusive compensation for Participant pursuant to this Agreement to transfer or grant Intellectual Property Rights and to provide services and work, TFB will provide compensation to Participant as determined in the Framework Agreement. The compensation that is due to the publication of the Recordings by one (or several) collective management organization(s) will in accordance with article 1.4 of this Agreement be paid directly to Participant by these management organizations (including Sena and Norma).
- 4.2 The compensation that is due under this article is deemed to also include compensation for all by Participant involved and payable author(s), performer(s), co-producer(s), and/or re-mixer(s) and any other person who contributed to the creation of the Work(s) and the Recording(s) and the

therein captured version of the Work(s), as well as all costs association with the production of the Work(s) and Recording(s) en the therein captured version of the Work(s), including but not limited to studio fees, catering, mastering, etc., as well as any (session) singer(s), hired by Participant or a third party. That also applies to charges for the use of a fragment, sampling, recording and/or (musical) works (on which (intellectual property) rights rest from third parties). Participant guarantees that for the payment of compensation to third parties as referred to earlier, he has taken care of it or will take care of it respectively, and shall indemnify TFB against any resulting claims by third parties. The compensation for Participant shall be paid by TFB within 30 days after receiving an invoice.

**Article 5 General**

- 5.1 The end of this Agreement, regardless the reason, will not affect rights that were already granted or transferred to TFB.
- 5.2 Parties waive their right to dissolve this Agreement (in part) and/or annul (in part) and/or terminate (in part).
- 5.3 Invalidity of any provision of this Agreement shall not affect the validity or enforceability of the remaining provisions. All amendments to the Agreement must be in writing.
- 5.4 This agreement is exclusively governed by Dutch law. Disputes between parties shall be exclusively submitted to the competent court in Amsterdam.

**THUS AGREED AND SIGNED IN DUPLICATE ON .... IN AMSTERDAM**

Talents for Brands B.V.,

company name/party,

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Mr. Martijn Schimmer

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