

PUBLISHING AGREEMENT

THE UNDERSIGNED:

1. Talents for Brands B.V., acting in this matter under the name Talents for Brands Publishing, Luchtvaartstraat 2B, 1059 CA Amsterdam, hereinafter referred to as 'Publisher',

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2. **NAME**, residing at **ADDRESS**, **ZIP CODE** in **CITY**, hereinafter 'Creator';

TAKE THIS INTO ACCOUNT:

- a Creator to Publisher, in return for the creative, promotional and administrative services of Publisher and payment or granting of revenues received from a collective rights organization for the creator's share of the of the works, the copyright on the aforementioned works (hereinafter individually referred to as: "Work" and collectively as: "Works") for the exploitation and wishes to transfer the administration thereof to Publisher;
- b Publisher as a music publishing business makes it its business to exploit musical works;
- c Creator has made his profession or business the creation of musical works and/or lyrics to musical works and he wants to enter into this agreement in that capacity;
- d Publisher will exert effort in the manner described in this agreement;
- e Publisher and Creator are now affiliation to Buma/Stemra or one or more similar collective rights organizations;

AND DECLARE TO HAVE AGREED AS FOLLOWS:

Article 1. Transfer of rights

1.1 By signing this agreement, Creator transfers, for territory the world, to Publisher and purveys to Publisher, the full copyright on the Work or Works titled: **[TO BE FILLED IN]**,

as well as the property rights to the title, the lyrics and the music incorporated in the Works, as a result of which the Publisher during the duration of the Copyright, including all future extensions, can exercise all powers and competences derived from the Copyright. Publisher accepts this transfer of rights, taking into account the existing agreements between the Creator and the aforementioned collective rights organizations with which Creator is associated.

1.2 The transfer as referred to in 1.1 includes, but is not limited to the following exclusive rights:

- a to publish, print or otherwise graphically or digitally display the Works through sheet music or as part of a folio, album, bundle, anthology, potpourri, website or any other form of publication by whichever technical means, and selling, distributing, renting, lending or otherwise exploiting those reproductions;
- b to reproduce and to exploit the Works by mechanical reproduction;
- c to change the titles of the Works and to use them for all purposes;

- d to modify and/or translate the lyrics that accompany the Works;
 - e to produce (new) lyrics for the Works;
 - f to arrange and/or modify the music that accompany the Works in any way whatsoever for the purpose of instrumental and/or vocal performances, for theater, film, television, radio, internet (including streaming audio and video) or other performances and/or for reproduction and exploitation by mechanical reproduction;
 - g to perform and/or show and/or broadcast, analogue or digital, the Works, whether through film, theater, radio, television, cable or satellite broadcasts, internet or comparable systems and services that enable information to be made available electronically, or in any other manner whatsoever, including, if applicable, the so-called 'Grootrecht';
 - h to reproduce and exploit the Works by synchronization with audiovisual recordings, such as film, video, television or other visual recordings, including, if applicable, the so-called 'Grootrecht';
 - i to include Works or copies thereof partially or completely in multimedia productions;
 - j to reproduce Works or copies thereof directly or indirectly, temporarily or permanently, completely or partially, by any technical means in any form whatsoever;
 - k to communicate Works or copies thereof to the public, by wire or wireless, through any technical means, analogue or digital, including its availability to the public;
 - l to use the name, alias (if applicable), picture and biographical details of the Creator for promotional, commercial and publicity purposes related to the exploitation of the Works or in publicity for the Publisher;
 - m to receive, with due regard to Article 3, the revenues, royalties and license fees from the exploitation of Works, possibly also if such funds arise from exploitation of the Works prior to this Agreement;
 - n to transfer the rights, including the transfer of its rights abroad (sub-publishing) and within the scope of its rights, to grant licenses to third parties;
 - o to record and/or capture the Works in databases and associated recording and registration equipment;
 - p to make mechanical reproductions available to third parties for or not for profit.
- 1.3. Making the Works available to the public shall be understood to also mean publication, dissemination, rental, lending, recitation, (publicly) performing or broadcasting a Work, partially or completely, or a reproduction thereof, irrespective of the means of making the Work available.
 - 1.4. Reproduction of a Work shall be understood to also mean the translation, musical arrangement, modification and generally every partial or total adaptation or imitation in modified form and the recording of the Work or part thereof on any object which is suitable to play or to show a work, regardless of the means used to reproduce.
 - 1.5. By the transfer described in this article, the transferred rights to the Works are assets of the Publisher.
 - 1.6. Creator acknowledges that by the transfer referred to in article 1.1, Publisher has received the right to solely – to the exclusion of any other, including Creator – exercise the copyrights transferred to Publisher in the territory.
 - 1.7. Creator hereby surrenders, within the limits of the law, his moral rights in

the sense of article 25 of the 'Auteurswet 1912'. Creator acknowledges that Publisher is authorized to modify his Work as much as the rules of good faith allow.

- 1.8. Creator acknowledges that Publisher is entitled or will be entitled to the copyright on translations, adaptations, newly produced lyrics that accompany the music of the Works, arrangements or any modification of the Work whatsoever.
- 1.9. Creator hereby exclusively grants Publisher the right- to the exclusion of all other persons and himself - to give permission to Creator or third parties in the territory to produce translations, arrangements and generally every partial or total adaptation or imitation in modified form of a Work and/or the right to - after first notification of the Work to Publisher - third parties of being part entitled as a (co-)composer, editor, lyrics editor, sub editor, sub lyrics editor and/or sub-publisher of a Work.

Article 2A. Obligations of Publisher

Promotion

- 2A.1.a. Publisher will endeavor to promote the Works for the purpose of their exploitation. Publisher will therefore actively bring the Works to the attention of possibly interested third parties if, at the sole discretion of the Publisher, the Works reflect the needs of these third parties. Publisher will thus, within the commercial opportunities that the Works offer, try to get the Works exploited.
- 2A.1.b. Publisher will use his corporate network, his business relationships as well as his knowledge and skills for the promotion of the Works.
- 2A.1.c. Publisher will consult periodically at the request of the Creator on the exploitation and exploitation capabilities of the Works.

Enforcement

- 2A.2.a. Publisher will endeavor to enforce the Copyright on the Works. Publisher is entitled - but not obliged - to take all related legal actions. Exploitation and enforcement is done by Publisher in accordance with the legal provisions in force in the country where exploitation and enforcement is situated.
- 2A.2.b. Publisher and Creator will keep each other informed on infringements of Copyright on the Works and shall consult with one another on the need and/or desirability of any legal action, thereby taking into consideration the extent and scope of the infringement, the cost of legal action and its feasibility.

Administration and verification

- 2A.3.a. Notwithstanding the administrative obligations of collective rights organizations in respect of the Works, Publisher shall endeavor to properly administer revenue generated by the exploitation of the Works insofar as it concerns fees that are directly paid to Publisher by collective rights organization(s) or users of the Works.
- 2A.3.b. Publisher will compare the periodic statements drawn up by the collective rights organizations with data known to him at the time.
- 2A.3.c. Publisher will register the publishing rights of the Works in his name and register the Works that are transferred from Creator to Publisher with the collective rights organizations.
- 2A.3.d. In addition, Publisher will take care of the following:
 - drafting and signing of contracts for Publisher to grant user rights to third parties;

- drafting and sending invoices and undertaking debt collection activities in respect of the user rights that Publisher has granted third parties.

Article 2B. Competences of Publisher

- 2B.1. In order to ensure promotion of the Works and the enforcement of the Copyright on the Works abroad, Publisher may – but is not obliged to do so – reach agreements with foreign music publishers (sub-publishing). Publisher is authorized to transfer its rights and obligations under this Agreement in whole or in part to third parties.
- 2B.2. Publisher or its assignee(s) is authorized with regard to the Works within the territory – to the exclusion of Creator – to give or refuse permission to publicly perform the Works or a reproduction thereof, to record the Works on sound and/or image recording media or distribute and reproduce in any other way, to make the Works available to the public, to distribute the Work, to establish conditions to give aforementioned permissions, to take legal action against infringement on the Copyright and do all that to which Creator himself would be entitled without the transfer in the sense of this agreement.

Article 3. Fees

- 3.1. Creator receives his share of the fees collected by his collective rights organization(s) for the exploitation of the rights to the Works previously transferred to the respective organization(s) by Creator directly from the aforementioned collective rights organization(s) in accordance with the established statutes, regulations and decisions validly concluded by these organization(s) to distribute and pay said fees. In the event of a total or partial transfer of copyrights to foreign countries (sub-publishing), Creator also receives his share of the revenues in accordance with the repartition regulations and decisions by Publisher's collective rights organization. Publisher accepts no liability with regard to the accuracy of the records kept by collective rights organizations.
- 3.2. If in any country there is no collective rights organization that collects the fees for Creator referred to in article 3.1 of this agreement, Publisher is authorized – but not obliged – to collect the relevant fees. If the relevant fees have been collected by Publisher in a particular case, Publisher shall pay those fees to Creator in accordance with the statutes, regulations and validly concluded decisions of the collective rights organization with which Publish is affiliated, with deduction of an administrative fee of 15% for Publisher.
- 3.3. Creator receives the following fees from Publish with regard to the present agreement for the exploitation of the Works by or due to Publisher:
- a. 12% of the set or recommended public price of sheet music of the Works sold by Publisher or his legal successor, calculated on the basis of all the copies of the sheet music sold and delivered to retailers and for which Publisher actually received a fee, after deducting a reasonable reservation for returns. Any advances need not (pro rata) to be paid to Creator.
 - b. a proportional (pro-rata) part of 125% of the set or recommended public price of sheet music of the Works sold by Publisher or his legal successor that is included in folios, albums, anthologies or other written publications which also contain other (musical) works, calculated on the basis of the ratio of the number of included Works in relation to the total number of included (musical) works and on the basis of all sheet music sold, delivered to and not returned by retailers.

- c. 50% of all fees (excluding advances) received by Publisher, after deduction of direct costs and an administrative fee for Publisher of 10%, for the exploitation or enforcement by Publisher of the copyright on the Works transferred to Publisher insofar the collective rights organization with which Creator is affiliated had no authority to collect said revenues or wished to not exercise its authority in favor of Publisher.
 - d. 50% of all fees (excluding advances) received by Publisher, after deduction of direct costs and an administrative fee for Publisher of 10%, for the exploitation or enforcement by Publisher of the copyright on the Works transferred to Publisher
- 3.4. Publisher will not owe a fee for the distribution of sheet music or other writings of the Works for promotional purposes, for sheet music sold for a public price of 50% or less than the set or recommended public price for the relevant sheet music, for partial or complete inclusion of Works in potpourris, in magazines or in or on the packaging of mechanical or electronic reproductions.
- 3.5. If Creator includes more than one person as composer and/or lyricist, fees will be paid by Publisher to the relevant people proportionally. If the relevant people have agreed to a different distribution of the revenues, they themselves should ensure a proper distribution of the fees paid by Publisher to Creator. Publisher is always fully discharged against Creator by the proportional payment to the relevant people.
- 3.6. The fees specified in this agreement shall be calculated in each case after deduction of outstanding sales tax, withholding tax and other taxes.

Article 4. Billing and payment

- 4.1. Once a year, within ninety days of completion of the calendar year, Publisher will provide a financial statement by presenting a properly itemized account of what it owes Creator.
- 4.2. Publisher will – after prior receipt of an invoice from Creator – pay the fees to Creator within thirty days of receipt of the invoice, after deduction and specification of the sums withheld due to (tax) authorities of any country of exploitation.
- 4.3. Publisher cannot be required by Creator to provide copies of the complete agreements that Publisher reached with third parties, correspondence or the received (computer) statements with the fees to Publisher from the collective rights organization(s) or third parties. Creator can, in the event of legal proceedings, request a notary certified statement of the revenue sharing included in the relevant agreements and/or other documents.
- 4.4. All payments by Publisher are made in euros and with respect to foreign revenue, at the exchange rate applicable on the day of receipt by Publisher. The costs of any telephone payments to Creator at his request are his own.
- 4.5. Payments to Creator only take place if the proceeds for him exceed € 100,-. Any unpaid amounts will be credited to the next settlement with Creator.
- 4.6. Publisher is not bound by the provisions of Article 4.1 if Publisher received no revenue from the exploitation of Works in the relevant settlement period or no fees from Publisher to Creator arise in the relevant settlement period. If Publisher received a separate and written request for sending of an invoice for a specified period from Creator, Publisher will send a statement concerning the relevant period to Creator within ninety days of receipt of the request.

Article 5. Complaints and settlement

- 5.1. Complaints about financial statements of any year will be considered until December 31 of the year following the calendar year in which the relevant statement is given. Afterwards the right of Creator to complain about the relevant statement expires.
- 5.2. In the event that Publisher has determined that a complaint is justified, Publisher is only obliged to discharge the deficit, if given notice plus statutory interest from no earlier than the date of the notice.
- 5.3. Except in the case of intent or gross negligence of the Publisher, the Publisher is not liable for any form of damages or loss, under whatever name, or to pay interest other than foreseen in article 5 paragraph 2.
- 5.4. Creator has the right to – at his own expense – have checked annual financial statements over at maximum the preceding 3 years at the offices of the Publisher in the Netherlands by an independent chartered accountant, during normal business hours, after such an investigation is announced to Publisher at least 12 weeks in advance.
- 5.5. Publisher has the right to deduct all payable or not yet payable dues that Creator owes Publisher from all payable or not yet payable dues that Publisher owes Creator.

Article 6. Warranties and indemnity

- 6.1. Creator warrants to Publisher that he – in compliance with the agreement(s) between Creator and his collective rights organization(s) – has the full and unencumbered copyright on the Works and that he is solely authorized to conclude this agreement and to bring about the transfer of copyright on the Works herein incorporated.
- 6.2. Creator guarantees that the transfer of the Copyright on his Work occurs in full, unencumbered and free from attachments, limited rights or other rights.
- 6.3. Furthermore, Creator warrants to Publisher that nothing that belongs to his Works constitutes an infringement of Copyright or other absolute right of a third party, or is otherwise unlawful towards a third party.
- 6.4. Creator warrants to Publisher that the Works (and titles) are original works or copyright protected arrangements of non-copyright protected works. Creator warrants to Publisher that he will not use a melody or fragment of the Works again in any way for any other work, and musically or otherwise won't include the Works on his own website, nor on a website of a third party without prior written permission from Publisher.
- 6.5. Creator indemnifies Publisher against any claim of third parties arising from what is previously defined and against all consequences of such claims to the Publisher, including the reasonably incurred costs by Publisher for legal assistance.
- 6.6. Parties expressly agree that the obligations of Publisher as referred to in article 2A of this agreement are intended to be understood as obligations to exert himself. More specifically, Publisher in no way guarantees any results in respect of the exploitation of the Works.

Article 7. End of the agreement

Termination

- 7.1.a. The agreement can exclusively be terminated by the court and only has effect from the date of the judgment. A prior extrajudicial termination has no

legal force between the parties and cannot be judicially ratified nor can judicial ratification be demanded.

- 7.1.b. If there are multiple Creators who have contracted with Publisher in respect to a Work, termination can only be demanded jointly by these Creators. Termination that is not demanded simultaneously and jointly by the Creators, is void.
- 7.1.c. Termination can only be demanded in respect of a Work or certain Works for which the evidence demonstrates that Creator can claim non-compliance by Publisher. This agreement shall remain in force for Works for which there is no or no sufficient evidence that demonstrates that Creator can claim non-compliance by Publisher or if Publisher has not imputably failed to comply.
- 7.1.d. Termination can only be demanded after Creator has given Publisher notice of default. Notice may only be served by registered letter. If there are multiple Creators who have contracted Publisher in respect to a Work, notice shall be served by Creators jointly. A notice which is not served jointly and simultaneously is void. The notice must contain, with nullity as penalty, detailed and substantiated reasons for the notice, the specific commitment of the Publisher at which notice is directed and a list of the titles of the relevant Works. In the notice, Publisher is given a term of at least six months for compliance.

Cancellation

- 7.2.a. Creator irrevocably and unconditionally waives his right to cancel the contract.
The following provisions shall apply in the event that, notwithstanding the stipulation in the preceding paragraph, this Agreement nevertheless comes to and end by a legal cancellation. Publisher and Creator explicitly declare that the provisions of articles 7.2.b to 7.2.d can never be interpreted to mean that parties have the apparent intention to deviate from the stipulation in article 7.2.a.
- 7.2.b. Cancellation has expressly no impact on the rights and obligations of Publisher relating to Works covered by this agreement before cancellation. Rights that have already been acquired by Publisher are not affected by cancellation.
- 7.2.c. Cancellation shall be subject to a term of at least twelve months and takes place only at the end of a calendar month.
- 7.2.d. Cancellation shall, with nullity as penalty, take place solely by means of a registered letter.

Consequences of ending the agreement

- 7.3.a. Notwithstanding the stipulation of article 7.1.a, the following provisions apply if this agreement comes to an end by termination.
- 7.3.b. Considering the fact that the benefits of collective rights organizations are related to the exploitation of the Works in time periods prior to these benefits, Publisher has, from the moment that the agreement is terminated, the right to his share of the fees that are to be paid by collective rights organizations for the exploitation of the Works during a period ending on December 31st of the year in which this agreement is terminated, regardless of the period or timeframe in which the fees arising from the aforementioned exploitation will be paid by the collective rights organization.
- 7.3.c. With regard to the exploitation of the Works by or due to Publisher pursuant to articles 3.2 and 3.3 of this agreement, Publisher remains entitled, even after termination of this agreement, to all revenues from the exploitation of the Works insofar these revenues are related to the

exploitation during the time period before this agreement was terminated. The provisions of articles 3.2 to 3.6 of this agreement will remain in force.

- 7.3.d. In any case Publisher's claims based on the provisions of articles 7.3.b and 7.3.c will end no earlier than when all advance payments, that have been paid to Creator by Publisher under this agreement or under any other agreement between Creator and Publisher, will be fully caught up in the manner set out in this agreement or is stipulated in other aforementioned agreements.
- 7.4. In the event that this agreement ends, whichever way that may be, the permissions granted by or due to Publisher and payments to the Creator with regard to the Works remain in force and there arises no obligation with regard to the transferred Works to reverse the already completed implementation. Creator declares to always respect the rights that are lawfully acquired by third parties.

Article 8. General provisions

- 8.1. This agreement is governed by Dutch law. All disputes arising from this agreement or the implementation thereof shall be decided exclusively by the competent court in Amsterdam.
- 8.2. Parties declare that this agreement contains all agreements made between them, that the provisions in this agreement reflect the full intention of the parties and that no agreements have been made that are not included in this agreement. Creator declares that he has been given the opportunity to study the text of the agreement in advance, to seek advice, and to provide suggestions to Publisher, to formulate counter-proposals and ask questions. Parties declare that, in the event this agreement contains a shortcoming or ambiguity in the opinion of one of the parties, the literal text of this agreement is indicative of the interpretation of what the parties intended when entering into the agreement and/or had in mind. Parties will therefore not step beyond the bounds of the literal text in the interpretation of the agreement. Additions and/or changes to this agreement are valid only if agreed to in writing and signed by both parties.
- 8.3. Invalidity of any provision of this agreement will not affect the other provisions of the agreement. Where the scope of an invalid provision of this Agreement corresponds to such a degree to that of another, valid provision whose scope is as close as possible to the purpose intended by the invalid provision, parties shall assume that the invalid provision has the legal effect of the other, valid provision.
- 8.4. Creator commits to disclose to Publisher, at first request, the statements that Creator receives directly from collective rights organization(s) with which he is affiliated. Publisher is entitled to retain copies of such statements for its own account.
- 8.5. Parties do not intend to enter into a labor contract or form a company by signing this agreement.

Creator declares that Publisher pointed out the importance of seeking legal counsel before Creator was bound by this agreement by signing it.

Thus agreed and signed in duplicate

Publisher:

Creator:

Date:
Name:

Date:
Name: