

SESSION AGREEMENT

The undersigned:

Miss/Mr/Mrs/Ms [name], residing at **Street nr.**, (**zipcode**) **City**, hereinafter "Supplier";

and

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

Collectively referred to as: "Parties".

Take this into account:

- TFB has, at the request of its customer, produced recordings for an advertising campaign to which Supplier has contributed;
- Supplier contributed a performance, consisting of **supplying vocals/playing a musical instrument** for an already composed musical work either with or without lyrics (hereinafter: "the Performances"), while TFB produced sound recordings of these performances (hereinafter: "the Recording");
- This Recording will be used by TFB's customer for the purpose of said advertising campaign;
- Parties wish to make further arrangements in this regard, as contained in the present agreement.

And declare to have agreed as follows:

1. TFB has recorded the Performances of Supplier en wishes to use this Recording (or these Recordings) inter alia in connection with the advertising of its customer. It concerns the following Recording(s):

Instrument:

- name
- name
- name

Recording:

- name
- name
- name

2. Supplier hereby confirms that he is commissioned by TFB to contribute his Performances to the Recording and if no Recordings have been made, that he will cooperate by carrying out his Performances and grants TFB permission to make (a) Recording(s) of the Performances, and is entitled to the following exclusive and equitable fee for the work that has been completed and has yet to be completed, as well as the transfer of the neighboring rights and related rights:

in de form of a flat fee:

€ _____,-- (in words: _____ euro), excluding VAT.

The equitable fee that TFB must pay Supplier shall upon receipt of a relevant invoice (each time) thereof be transferred within 30 days to the following account:

name bank :
IBAN :
In the name of :
city of residence :
VAT number :
VAR number :

3. Supplier hereby irrevocably transfers to TFB – to the exclusion of any other – all exploitation rights, namely its neighboring rights, which he has or will have in regard to the recorded and/or yet to be recorded Performances that were done under this agreement, which transfer of rights TFB will accept. If and insofar the aforementioned rights cannot be transferred upon the signing of the Agreement, Supplier shall transfer these neighboring rights if and as soon as that is possible. That transfer will then, if and to the extent deemed legally possible, be done implicitly. If there are further formalities required for the transfer, Supplier shall cooperate hereto at first request of TFB. Furthermore, Supplier grants TFB a right to use his name, performance, biographical data and reproductions therefor in the context of the exploitation of the Recording(s) that contain the performances as meant in this Agreement.
4. Due to the transfer of rights mentioned in article 3, TFB has – to the exclusion of any other – a worldwide, exclusive unlimited, irrevocable and perpetual right, but not the obligation, to – without further consent of Supplier – exploit, publish, reproduce and distribute, offline or via the (mobile) internet, either on request or not, wherever and whichever way, all in the broadest sense of the words, the Recording(s) or portions thereof produced on the basis of this agreement, without having to pay any fees or royalties, apart from the equitable fee mentioned in Article 2 of this Agreement. The rights transferred and granted to TFB are also aimed at the future and include all the known forms of exploitation and unknown future forms of exploitation, which are not exhaustively defined in this Agreement.
5. Of the in article 3 mentioned transfer of neighboring rights, expressly excluded are the fees Supplier collects from collective rights organizations (including SENA and NORMA), so that those fees, if any, in addition to the equitable fee stipulated in article 2 of this Agreement, can be claimed by Supplier.
6. Supplier recognizes and acknowledges that TFB is not obligated to use any of his Performances in any way and he guarantees that his Performances do not infringe on any right of any third party and does not, without restriction, infringe on or correspond with any brand, trade name, copyright, neighboring right or privacy or any other rights of a third party.

7. Supplier shall not perform any work or derivative thereof that TFB produced a Recording of on the basis of this Agreement for the purpose of recordings by third parties, nor allow that his Performances and/or new versions thereof to be recorded by third parties or that such recordings are produced without the written consent of TFB and exploited by third parties by any means or any form.
8. Supplier hereby expressly acknowledges that TFB may edit, modify or otherwise supplement his Performances without his consent. Supplier hereby waives his moral rights to his Performances done on the basis of this Agreement, to the extent that the 'Wet op de naburige rechten' (Law on Neighboring Rights) permits. Supplier shall not independently distribute, publish, make available publicly (online) the Recordings produced on the basis of this Agreement, including but not limited to through a personal website, a hyperlink to YouTube, Soundcloud, Facebook or any other social media, without prior written consent of TFB.
9. Supplier warrants and guarantees that he is not prevented by any obligation to enter into and fulfill this Agreement with TFB and that he does not violate any obligations to third parties and, in particular but not limited to, a record company with whom he has a contract to exploit recordings of his performances, has given permission to enter into this agreement.
10. Supplier shall reimburse TFB for all damages related to non-compliance of article 7, 8 and 9, respectively indemnify TFB against any claims by third parties in this respect.
11. Supplier hereby also waives any right to terminate and/or annul and/or cease this Agreement.
12. Any nullity or invalidity of one of these provisions shall not affect the validity of the remaining provisions. The concerned (part of the) provision will (shall be) automatically converted into a legally permissible provision that in content or purpose matches the original provision the most. All amendments to this Agreement must be in writing.
13. This Agreement is governed exclusively by Dutch law. Disputes between the parties shall be exclusively submitted to the competent court in Amsterdam.

Thus agreed and signed in duplicate in Amsterdam

Supplier

Talents for Brands B.V.

Miss/Mr/Mrs/Ms
date:

Mr. M. Schimmer
date: