

TALENTS FOR BRANDS TERMS OF PARTICIPATION

Included here are the terms and conditions for participation in Talents for Brands B.V. (hereinafter "TFB"), a limited liability company established and domiciled in Amsterdam at the Luchtvaartstraat 2A, 1059 CA. Registered at the Chamber of Commerce under number 63427060, Talents for Brands B.V. can be reached by email at ask@talentsforbrands.com.

Article 1 Definitions

Content	Audio (visual) files consisting of (audio) visual information, materials and / or content otherwise, of whatever nature, which by means of having been uploaded by the Participant has been or will be placed on the Platform, including but not limited to Recordings, Works, biographical information, photos, etc.
Copyrights	All copyrights and/or rights under law, treaty or legislation, of any kind, anywhere in the world, including licenses and so-called 'grootrecht', including but not limited to the rights to publish, reproduce, mechanically reproduce, distribute, make available, store and communicate to the public, by any means and through any method known whatsoever, now and in the future, as well the right to grant (sub)licenses, video rights, reproduction rights and synchronization rights.
CRO	Collective Rights Organization
Existing Recordings	Audio (visual) files that are uploaded to the Platform by Participant on the Participant's own initiative
Master Purchase Agreement	The applicable agreement available at Master Purchase Agreement , an agreement by parties that contains rights and obligations with which Participant, among other things, confirms the transfer of Neighboring rights to TFB on Existing or New Recordings, which rights and obligations are part of these Terms of Participation.
Neighboring rights	All neighboring rights and/or claim under law, treaty or legislation, of any kind, anywhere in the world, including licenses and the so-called 'sound recording copyrights' or similar exploitation rights, including but not limited to the rights to publish, reproduce, mechanically reproduce, distribute, make available, store and communicate to the public, by any means and through any method known whatsoever, now and in the future, as well the right to grant (sub)licenses, video rights, reproduction rights and synchronization rights.

New Recording	Audio (visual) files that are uploaded to the Platform by Participant commissioned by TFB.
Participant	The natural person who participates in the Platform
Pitch	An invitation to compete for a commission, for example, music for commercials, etc. as described in FAQ on https://www.talentsforbrands.com/support-for-artists
Platform	Talents for Brands platform, available at the URL www.talentsforbrands.com .
Privacy Policy	The privacy policy of TFB which, for example, contains in what way TFB handles personal information. It can be found on www.talentsforbrands.com .
Profile page	The web page on the Platform where Participant can consult and modify data and where the Content is available and can be placed by means of uploading.
Services	All products, channels, software, data feeds and/or services delivered from or in connection with the Platform by TFB.
Session Agreement	The applicable agreement available at Session agreement , an agreement by parties that contains rights and obligations with which Participant, among other things, confirms the transfer of Neighboring rights to TFB on a performance, which rights and obligations are part of these Terms of Participation.
Standard Publishing Agreement	The applicable agreement Publishing Agreement , an agreement by parties that contains rights and obligations with which Participant, among other things, confirms the transfer of Copyrights to TFB on Works whose performance is captured on the Recording, which rights and obligations are part of these Terms of Participation.
Terms of Participation	These terms and conditions
Terms of Use	The terms of use that can be found on www.talentsforbrands.com
TFB	Talents for Brands B.V., a limited liability company established and domiciled in Amsterdam at the Luchtvaartstraat 2A, 1059 CA.
TFB Recording	The by TFB produced version of a Musical Work and/or New Recording as a result of an Existing or New Recording.

Work A musical work, with or without text, that is performed for the production of a Recording on which Work Participant has any copyrights or claims under law, treaty or legislation of any kind, including licenses, so-called 'grootrecht', alone or with third parties, of any kind, anywhere in the world.

USE OF THE PLATFORM

Article 2 Applicability of Terms

- 2.1 On the use of the Platform and all Services the Terms of Use, the Terms of Participation and Privacy Policy between Participant and TFB apply.
- 2.2 To use the Platform and/or Services, Participant must first agree to the Terms of Participation. It is not allowed to use the Service or the Platform if the Terms of Participation are not accepted.
- 2.3 By using the Service and/or the Platform, Participant accept the Terms.

Article 3 Use of the Platform and Content

- 3.1 When a Participant is registered, the Participant has access to the Platform and is able to upload Content under the conditions as set out in these Terms of Participation.
- 3.2 By default, the Platform only provides the ability to create a non-public profile. A non-public profile means that the profile of the Participant and its Content is only accessible and/or available to (potential) clients selected by TFB.
- 3.3 Participant may indicate in his profile that he agrees to a "public profile". TFB may, but is not required to, make Content available from Participants who have indicated that they agree with a public profile through the publicly accessible part of the Platform, including but not limited to the display of Participant's (artist) name, (selected) biographical data of the Participant, the Participant's photos, artwork and logos and Participant's preview clips up to 30 seconds of Recordings of Participant.
- 3.4 When uploading Content, Participant must at least always fill in the required fields as shown on the web page on the Platform. Filling in these fields should be complete and accurate. Participant is responsible for the accuracy and completeness of this information.
- 3.5 When uploading Content, Participant should always observe the technical requirements as specified by TFB.
- 3.6 The Content placed on the Platform by Participant should remain as accessible as possible so that potential clients of TFB can make a selection for a specific Participant out of the available Recordings.
- 3.7 New Content, produced for a Pitch, must remain accessible on the Platform and cannot be removed, except with prior written permission of TFB, which consent shall not be unreasonably withheld.
- 3.8 If Participant for the creations of the Recordings and/or Works has used a fragment, sampling, recording, performance and/or (musical/film) work by a third party on which rest copyrights and/or neighboring rights or rights of equal scope, portrait and image rights, rights in persona, biographical details, or rights relating to privacy protection, trade names, trademarks and/or registered or unregistered design rights, Participant must notify TFB in writing prior to placement of the Content as well as specify the source/origin

of said fragment, sample, recording, performance or (musical/film) work. Participant is not permitted to use said fragment, sampling, recording, performance and/or (musical/film) work on the Platform or in the Content unless and before necessary consent by holder(s) of the rights and TFB has irrevocably and unconditionally been given. If Participant puts content such as images, photographs, logos, artwork and similar items on the platform, on which rest copyrights and/or neighboring rights or equivalent rights, portrait and image rights, rights in persona, biographical details or rights regarding protection of privacy, trademarks and/or registered or unregistered design rights, Participant must notify TFB prior to placement of the content in writing to inform TFB of the origin of said Content. Participant is not permitted to use this Content on the platform before the necessary consent is irrevocably and unconditionally given by the beneficiary and TFB.

- 3.9 Without prejudice to what is stipulated in Articles 9 through 13, Participant grants TFB a worldwide, non-exclusive, irrevocable, royalty-free, transferable license (with the right to sublicense) to use (including reproduce, distribute, create derivative works of, show and perform) the Content made available by Participant (or on his behalf) on the Platform so that TFB can make the Content and/or profile of the Participant available to potential clients. Where a Participant has indicated to use a public profile, this license also includes the right to make this content available via the platform to the general public in a manner as set out in section 3.3 above.

Article 4 Conditions of participation in *Pitch* and other assignments

- 4.1 TFB may request Participant to participate in a Pitch thereby request the production of new Works and/or Recordings from Participant and that these be uploaded to the Platform and/or are provided another way to TFB.
- 4.2 TFB will specify for the request stipulated in 4.1 above, which specific possible conditions apply for this request. This is in addition to the terms contained in these Terms of Participation. TFB's request may specify these conditions:
- a. Conditions relating to availability required by Participant during a by TFB estimated time period in which the Recording/Work needs to be produced, modified and/or recorded, applicable deadlines, etc.;
 - b. Conditions regarding the duration, versions of the Works and/or Recordings, etc.;
 - c. Conditions regarding the fees that will accrue to Participant upon acceptance of what is provided by Participant.
 - d. Conditions regarding the acceptance by TFB of what is provided by Participant.
- 4.3 By uploading at the request of TFB or other otherwise making available to TFB (a) New Recording(s) and/or Work(s), Participant unconditionally and irrevocably agrees to the terms of the Pitch, expressly including the obligation to transfer the Copyrights and Related Rights as mentioned in Article 8, Article 9, Article 10 and Article 11 of these Terms of Participation and the agreements on fees listed in Article 7.
- 4.4 During the period in which these New Recordings are available on the Platform, Participant is expressly not permitted to offer and make available these New Recordings in any manner whatsoever, unless there is specific prior written consent of TFB, which shall not be unreasonably withheld.

OBLIGATIONS OF PARTIES

Article 5 Obligations TFB

- 5.1 TFB will endeavor to present the Works and Recordings on the Platform to potential clients. Additionally, TFB will endeavor to promote, market and communicate the Platform and the underlying concept of TFB and to exploit the Content.
- 5.2 TFB will, according with good business practice, strive to publish the Works and Recordings from which Participant transferred the rights to TFB as well as exploit the Copyright and Neighboring Rights of said works, and monitor and administer the potential revenue generated hereby.
- 5.3 Without disregard for the administrative responsibilities of collective rights organizations in relation to the Works, TFB shall endeavor to adequately administer the revenue generated by the exploitation of the Works and Recordings insofar that it is revenue intended for Participant that the collective rights organization(s) and user(s) of Works and/or Recordings directly are paid to TFB.
- 5.4 Participant understands that TFB, regardless of the manner or circumstances in which any Content is offered or made available to TFB, does not guarantee confidentiality with respect to such Content.

Article 6 Obligations Participant

- 6.1 Participant will keep up to date the information on the Profile page, such as biographical information, etc.
- 6.2 Participant will always see to it that sufficient Recordings are available on his Profile page.
- 6.3 TFB can request Participant to produce a New Recording in the context of a *Pitch*. Participant is free to participate or not participate.
- 6.4 If Participant agrees to the request of TFB to produce and upload a New Recording as specified in Article 4, Participant shall within the period specified by TFB ensure that the requested Content and information is uploaded and transmitted, including but not limited to, uploading the New Recording.
- 6.5 If Participant agrees to the request of TFB to produce and upload a New Recording as stipulated in Article 4, Participant will cooperate unconditionally at the first request of TFB with the production of a (re-)recording based on an Existing Recording or New Recording, possibly with Participant and/or different musicians at the discretion of TFB, in a studio indicated by TFB. Participant unconditionally grants TFB permission to make this recording (the TFB Recording), for which TFB will serve as producer within the meaning of Article 6 'Wet op de naburige rechten', as specified by Article 10 of these Terms.
- 6.6 Participant grants TFB the irrevocable and unconditional right to use Content for the implementation of these Terms of Participation, including but not limited to the right to use the profile and biographical information, photos, etc. from Participant for promotion of the Recordings and the Platform.

COMPENSATION

Article 7 Stipulations on exploitation/payment

- 7.1 TFB will (insofar possible) negotiate with its clients for the following fees:
 - a. A fee for launching and organizing a pitch, hereinafter: "the Pitch fee";

- b. A fee for for the production of the final version of the Work and/or Recording which TFB will provide to its client, hereinafter: "the Production fee";
 - c. A fee for the usage of the final version of the Work and/or Recording which TFB will provide to its client, hereinafter: "the License fee".
- 7.2 Participant is entitled to the following share of the fees that TFB receives:
- a. Participants in the Pitch who have submitted a by TFB approved Recording, are entitled to a share of the Pitch fee that TFB has received, in accordance with the information provided by TFB. Payment of Participant's share of the Pitch fee to Participant occurs after receiving an invoice to this effect, which will be sent after that which is supplied by Participant is accepted by TFB;
 - b. Participants and/or rights holders are entitled to a share of the Production fee that TFB received, in accordance with the information provided by TFB. Payment of Participant's share of the Production fee to Participant occurs after receiving an invoice to this effect, which will be sent after acceptance of the final version of the Work and/or Recording;
 - c. Once each calendar year, within 1 month after its end, TFB will send to Participant a statement with Participant's share of the License fee that TFB has received in the previous calendar year or since the last statement. Payment occurs after receiving an invoice based on the statement that TFB sent.
- 7.3 TFB uses a payment period of 30 days, which starts on the date that the invoice was received.
- 7.4 The fees included in this article are the only fees to which Participant is entitled on account of carrying out work for TFB and the transferring, granting and waiving rights as specified in these Terms of Participation. All this does not affect any (potential) claims of Participant to fees collected on his behalf by CROs, including but not limited to BUMA, STEMRA and SENA.

STIPULATIONS ON INTELLECTUAL PROPERTY RIGHTS

Article 8 Rights Existing Recording

- 8.1 Unless Participant is unable at the time of uploading an Existing Recording due to agreements with third parties, Participant hereby grants TFB irrevocably and unconditionally an exclusive option to acquire:
- a. The full Copyright on the music and/or text of the Work whose performance is captured on the respective Recording. This transfer is subject to the conditions stipulated in the [Publishing Agreement](#).
- 8.2 This option will be considered to be invoked when TFB indicates to Participant that a client of TFB has, following an Existing Recording, expressed the desire to use the basis of this recording for a commercial, TV show or otherwise.
- 8.3 Immediately after this option has been invoked, Participant is obligated to irrevocably and unconditionally transfer the rights as defined in Article 8.1 to TFB by signing at first request of TFB the standard [Publishing Agreement](#).

Article 9 Rights New Recording

- 9.1 Unless Participant is unable at the time of uploading an Existing Recording due to agreements with third parties, Participant is hereby obligated to irrevocably and unconditionally grant TFB the following:

- a. The full and unrestricted Neighboring rights of each New Recording. This transfer is subject to the conditions contained in the standard [Master Purchase Agreement](#).
- b. The full Copyright on the music and/or text of the Work whose performance is captured on the respective Recording. This transfer is subject to the conditions stipulated in the standard [Publishing Agreement](#);
- c. The full and unrestricted Neighboring rights of each performance produced for the purpose of a New Recording. This transfer is subject to the conditions contained in the standard [Session Agreement](#).

Participant shall at the first request of TFB unconditionally undertake the signing of the standard [Master Purchase Agreement](#), the standard [Publishing Agreement](#) and the standard [Session Agreement](#).

- 9.2 If Participant at the time of entering into these Terms of Participation is unable to give effect to the provisions of Article 9.1 due to agreements with third parties, Participant will stipulate of these third parties that he is authorized to irrevocably cooperate on the production of each New Recording and demand of these third parties that they will share ownership of the Neighboring rights and Copyright on each New Recording, which – if required – Participant will unconditionally and at the first request of TFB cooperate by (getting the necessary formalities in order to) transferring to TFB a to be agreed upon share that is at maximum fifty percent (50%) of his Neighboring rights and Copyright by (signing) [Master Purchase Agreement](#) and standard [Publishing Agreement](#).

Article 10 Rights TFB Recording

- 10.1 Participant grants TFB irrevocably and unconditionally permission to create recordings of the performance of Participant for the purpose of the TFB Recording.
- 10.2 Participant is obligated to irrevocably and unconditionally transfer the following to TFB (whereby SENA claims from Participant will always be respected):
- a. The full and unrestricted Neighboring rights to each performance of Participant for the purpose of the TFB Recording. This transfer is subject to the conditions contained in the attached standard [Session Agreement](#).

Participant shall at the first request of TFB unconditionally undertake the signing of the standard [Session Agreement](#).

Article 11 General stipulations regarding the transfer/grant of rights

- 11.1 To conform the transfer of Copyrights and/or Neighboring Rights contained in these Terms of Participation, Participant will at the first request of TFB immediately sign and provide to TFB the standard agreements, which are attached to these terms.
- 11.2 Participant hereby irrevocably and unconditionally waives the rights, to the extent legally possible, defined in article 5 paragraph 1 under a, b and c of the 'Wet op de naburige rechten', as well as the rights defined in articles 25 paragraph 1 under a, b and c and 45 e of the 'Auteurswet'.
- 11.3 Participant hereby grants TFB an irrevocable authorization to take legal action against any unauthorized recording and reproduction of the Recordings and the Works and the publishing and/or exploitation thereof that

took place when TFB possesses the (exploitative) rights. By the act of granting rights, TFB has the right to use all enforcement agents in its own name (including actions for prohibition, compensation, profit remittance, issuance) that originally exclusively belonged to TFB. TFB may (but is not required) also undertake legal action on behalf of Participant to be paid compensation for damages suffered by Participant due to the breach of (to TFB transferred) rights.

DURATION OF THE AGREEMENT, TERMINATION AND CANCELLATION

Article 12 Duration of the agreement and termination

- 12.1 These Terms of Participation apply as long as Participant makes use of the Service (which includes having an active account) and/or Platform.
- 12.2 Participant can at any time – except when Article 12.3 is applicable – terminate the agreement with TFB by: (a) notification to TFB; (b) deactivating the TFB-account. The (written) notice must be sent to the address of TFB as stated at the beginning of these terms.
- 12.3 Termination of the agreement by Participant is not possible for the duration of any commitments with respect to a Pitch.
- 12.4 The end of an agreement with TFB, for whatever reason, will not affect rights already granted or transferred to TFB.
- 12.5 When Participant does not comply with the provisions of these Terms of Participation or the Terms of Use, or TFB has good reasons to believe that Participant is not in compliance or will not comply, TFB has the right at its sole discretion without prior notice and to immediate effect: (i) to terminate the agreement with Participant, and/or block access to the Platform (or part thereof), and/or remove the Content. The use of this competence will not affect rights already granted or transferred to TFB.

GUARANTEES AND INDEMNITIES; LIABILITY

Article 13 Guarantees and indemnities

- 13.1 Participant hereby declares and guarantees that he is in no way hindered in any way to enter into these Terms of Participation or fulfill its obligations, and that he is fully authorized and continues to submit Recordings and/or Works to TFB and – taking into account the agreement(s) between Participant and his collective rights organization(s) – transfers his copyright and/or Neighboring rights to TFB fully, unburdened and unencumbered.
- 13.2 Participant hereby declares and guarantees that the Works and/or Recordings he submitted to TFB are in no way unlawful towards third parties and/or an infringement in any way on rights of third parties, including but not limited to intellectual property rights, copyrights, neighboring rights and personal rights.
- 13.3 Participant hereby declares and guarantees that the Works and/or Recordings are original works or are Copyrighted arrangements of non-copyrighted works. Participant is not authorized after transferring his Copyrights to produce Works and/or Recordings that are identical to or adaptations of Works or Recordings (or parts thereof).
- 13.4 Participant is solely responsible and liable for the so-called clearance of the Content uploaded to the Platform and/or submitted to TFB. This means that Participant is responsible for getting prior (written) consent from rights

holder(s) with regard to this Content, including but not limited to any rights holder(s) processed in the musical works and (recorded) performances thereof, portraits and photographic works and distinguishing (brand) names, logos, designs, props and models. The participant guarantees that clearance is arranged before uploading Content.

- 13.5 Participant hereby declares and guarantees that there are no advance payments that have not been offset from any previous (publishing) agreements with third parties that can negatively affect the rights of TFB under these Terms of Participation.
- 13.6 Except with express prior written consent of TFB, Participant is not authorized to transfer existing or future claims on TFB to third parties or pledge Copyrights and/or Neighboring rights on the Works and/or Recordings to third parties.
- 13.7 Participant guarantees that he will keep his account information, including the password in combination with the user name, strictly confidential and will not disclose it to third parties. Each uploading of Content that is done with the combination of the password and the user name of Participant, shall be deemed to have been done by Participant or with the approval of Participant. Any abuse/misuse of the password in combination with the user name happens at the expensive and risk of Participant.
- 13.8 Participant indemnifies TFB against any liability and resulting damages of any kind, including reasonable attorneys' fees, as a result of breach of the guarantees defined in these Terms of Participation.
- 13.9 The Services are conferred in the condition in which they are in [as is]. TFB gives with respect thereto no warranty or conformity. In particular, TFB does not declare or guarantee that the use of the Service will be uninterrupted, timely, safely or free of error, potential information obtained through the Service is reliable; and/or error errors in the operation or functionality of the software that is part of the Service to Participant will be restored.

Article 14 Liability

- 14.1 Participant understands and agrees that Participant is responsible for the Content offered to TFB and the consequences of posting or publishing thereof. TFB expressly rejects all liability in connection with Content.
- 14.2 TFB makes no guarantees and accepts no liability with respect to the failure of the Platform and/or Services, unless such liability arises from a legal obligation. TFB reserves the right to remove any Content at its sole discretion and assumes no liability for the consequences thereof.
- 14.3 TFB does not accept any liability if third parties take (parts of) Content from the Platform and use or otherwise exploit it, in any way whatsoever.
- 14.4 Participant is liable for damages suffered by TFB as a result of the use of any Content in violation of the provisions of these Terms of Participation.

GENERAL STIPULATIONS

Article 15 Modification of the Terms of Participation

- 15.1 TFB is allowed to modify the Terms from time to time, for example to accommodate changes in the law, changes due to regulatory requirements or changes in the effect of the Services offered. Participant should therefore periodically review the Terms of Participation. The modified version of the Terms of Participation are available at www.talentsforbrands.com or will be

made available on the Platform. If a participant does not wish to agree with the modifications to the Terms of Participation, the Participant must cease use of the Service and/or Platform. By continuing to use the Service and/or the Platform after the date on which the amended Terms of Participation are published, the Participant accepts the amended Terms of Participation.

Article 16 Nullity

16.1 Any nullity or invalidity of one of these provisions shall not affect the validity of the remaining provisions. Should one of the provisions of these Terms of Participation prove to be invalid, TFB is required to always and unconditionally draft a new provision that is as close as possible to the original provision and require TFB and Participant to act accordingly.

Article 17 Annexes and other condition

17.1 The Terms of Use and the Privacy Policy are an integral part of these Terms of Participation. When provisions of the Terms of Use conflict with these Terms of Participation, the provisions of these Terms of Participation shall prevail.

17.2 The Publishing Agreement, the Master Purchase Agreement and the Session Agreement are all an integral part of these Terms of Participation.

Article 18 Applicable law and jurisdiction

This agreement is exclusively governed by Dutch law. Disputes between parties arising from (the interpretation of) this Agreement shall be exclusively submitted to the competent court in Amsterdam.

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";

en

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 19 Transfer of rights

19.1 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:

-
-
-

19.2 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.

19.3 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.

- 19.4 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.
- 19.5 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'.
- 19.6 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.
- 19.7 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.
- 19.8 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 20 Guarantees

- 20.1 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 21 Delivery Recordings

- 21.1 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).
- 21.2 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.

21.3 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 22 Compensation

22.1 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).

22.2 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 23 General

23.1 The end of this Agreement, regardless the reason, will not affect rights that were already granted or transferred to TFB.

23.2 Parties waive their right to dissolve this Agreement (in part) and/or annul (in part) and/or terminate (in part).

23.3 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.

23.4 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,

.....
Mr. Martijn Schimmer

.....

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',

en

3. **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 Publisher 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 affiliates. 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:

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: