

TITLE AGREEMENT

This agreement is made between

1. Publishing company MUSICALSTARS B.V., with its registered office at Marathon 4, 1213 PJ in Hilversum, The Netherlands, , hereinafter referred to as "Publisher"

2. **Composer/lyricist :**
NAME%
ADDRESS
MAIL
hereinafter referred to as "Author".

Not part of this agreement:

cowriter%
cowriter%

WHEREAS

A. It is Publisher's business, as a music publishing company, to exploit musical works;
B. Author, in practicing his profession or business, creates musical Works and/or lyrics to musical works and wishes to enter into this Agreement in that capacity;
C. Publisher will make every effort in the manner set forth in this Agreement;
D. Publisher is currently affiliated with Buma/Stemra;
E. Author wishes to transfer to Publisher, as consideration for Publisher's exploitation activities and creative, promotional and administrative services and other counseling and advising of Author and the payment or award of revenue received by a collective rights organization (hereafter "Copyright Society") for the author's share in the works, the publishing rights to the Works referred to below (hereinafter individually referred to as: "Work" and collectively as "Works") for their exploitation and administration.

1. TITLE:

ARTICLE 1 - TRANSFER OF RIGHTS

1.1 By signing this Agreement, Author transfers to Publisher and provides Publisher with the complete publishing rights to his Works as referred to above, including the ownership rights to the title, lyrics and music incorporated in the Works, for the territory of the world. Publisher accepts this transfer of rights, with due regard for the existing agreements between Author and the aforementioned Copyright Society of which Author is a member. After a term of 25 (twenty-five) years, Publisher will transfer to Author 50% (fifty percent) of the Publishing rights, which will make parties 50/50 co-publishers of the Works. To that end, Publisher will provide Author with a transfer deed.

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

- a. publishing, printing or representing in any other graphic or digital form by means of sheet music or as part of a folio edition, album, anthology, potpourri, website or any other publication by any technical means whatsoever, and selling, distributing, renting and loaning such reproductions or exploit them in any other way;
- b. reproducing and exploiting the Works by means of mechanical reproductions;
- c. changing the titles to the Works and using them for any purpose whatsoever;
- d. changing and/or translating the lyrics to the Works;
- e. writing (new) lyrics to the Works;
- f. scoring and/or arranging and/or changing the music to the Works in any way whatsoever for such purposes as 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 means of mechanical reproductions;
- g. having the Works performed, played, screened or broadcast in public, in analog or digital form, by means of film, theater performances, radio, television, cable or satellite broadcasts, internet or similar systems and services that make information available in digital form, or in any other way whatsoever;
- h. reproducing and exploiting the Works by means of synchronization with (audio-)visual recordings such as film, video, television or other visual recordings;
- i. incorporating the Works or copies of the Works in multimedia productions, either in whole or in part;
- j. reproducing the Works or copies of the Works in whole or in part, either directly or indirectly, either temporarily or permanently, using any technical means whatsoever and in any form whatsoever;
- k. communicating the Works or copies of the Works to the public, either in wired or wireless form, analog or digital, using any technical means whatsoever, including making them available to the public;
- l. using the name, any pseudonym, image and biographical particulars of Author for promotional, commercial and PR purposes related to exploitation of the Works or in publicity for Publisher;
- m. receiving the royalties and license fees from exploitation of the Works, with due regard for the stipulations in Article 3, where possible also if such payments are the result of any exploitation of the Works prior to this Agreement;
- n. transferring its rights, including transferring its rights to other countries (sub-publications) and granting licenses to third parties under its rights;
- o. including and/or documenting the Works in databases and the related registration equipment;
- p. making mechanical reproductions available to third parties, for consideration or otherwise.

1.3 Publication of a Work also means publicizing, distributing, renting, loaning, reciting, staging or performing, playing or broadcasting (part of) a Work or a reproduction of a Work, regardless of the technology used for such publication.

1.4 Reproduction of a Work also means translating, scoring or arranging (part of) a Work and in general every full or partial adaptation or copying in adapted form and recording of (part of) a Work on any medium suitable for playing or showing a Work, all regardless of the technology used for reproduction.

1.5 As a result of the transfer as referred to in this article, the transferred rights to each Work will accrue to Publisher.

1.6 Author acknowledges that transfer as referred to in paragraph 1 grants Publisher the exclusive right to (entitle a third party to) exercise copyrights to the Works transferred to Publisher for the territory, to the exclusion of any other including Author.

1.7 Author hereby waives, within the limits of the law, his moral rights as referred to in Section 25 of the 1912 Copyright Act. Author acknowledges that Publisher is authorized

to make such changes to a Work as it is free to do in good faith in accordance with the regulations of social and economic life.

1.8 Author acknowledges that Publisher is or will be the party entitled to the copyrights to translations, adaptations, new lyrics to the music of the Works, scores, arrangements or any other amendment of the Works whatsoever.

1.9. Author hereby grants Publisher the exclusive right - to the exclusion of any other including Author - to allow Author or third parties in the territory to be entitled to a share as (co-)composer, arranger, or lyrics editor of translations or arrangements and in general every full or partial adaptation or copying in adapted form of (part of) a Work after initial notification of the Work to Publisher.

ARTICLE 2 - PUBLISHER'S OBLIGATIONS

2.1 Promotion

Publisher will make reasonable effort to promote the Works with a view to their exploitation. In doing so, Publisher will, both passively and actively, bring the Works to the attention of potentially interested parties. Publisher's efforts in all reasonableness depend on the demand for and commercial opportunities of any Work at any given time. Publisher will make an effort to research the commercial opportunities of a Work and adjust its promotional efforts accordingly in terms of use, intensity and duration.

2.2 Enforcement

a. Publisher will make an effort to enforce or have a third party enforce the copyright to the Works. Publisher is entitled but not obligated to perform or have a third party perform all related juristic acts. Exploitation and enforcement by Publisher will be in line with the statutory regulations in the country of exploitation and enforcement.

b. Publisher and Author will keep each other informed of any infringements of the copyright to the Works and will mutually consult on the need and/or advisability of any legal steps, taking into account the degree and scope of the infringement, the costs of legal steps and the feasibility of the same.

2.3 Administration and inspection

a. Without prejudice to the administrative obligations of Copyright Society's regarding the Works, Publisher will make an effort to keep proper records of the revenue generated by exploitation of the Works in so far as this concerns revenue directly paid to Publisher by the Copyright Society(s) or users of the Works.

b. Publisher will verify the periodical statements from the Copyright Society(s) against the data it has available at such time.

c. Publisher will register the publishing rights to the Works in its own name and file the Works transferred to it by Author with the Copyright Society(s).

d. Publisher will also take on the following:

- drafting and signing of contracts on the rights of use to be granted by Publisher to third parties;
- drawing up and sending invoices and carrying out collection activities in relation to the rights of use to be granted by Publisher to third parties.

2.4. Publisher's rights

a. To ensure the promotion of the Works and enforcement of copyright to the Works outside the Netherlands, Publisher can but is under no obligation to enter into agreements with foreign music publishing companies (sub-publishing). Publisher has the right to transfer its rights and obligations under this Agreement in whole or in part to a third party.

b. Publisher or its legal successor(s) has/have the right to approve or refuse, to the exclusion of Author and within the territory, the organization of public performances of the Works, the recording of the Works on audio and/or visual media, or distribution and reproduction thereof in any other way, the sharing of the Works or making them available to the public, the distribution of the Works, the setting of conditions for granting the aforementioned approval, the taking of legal action against infringements of this Copyright, and otherwise to do anything to which Author would be entitled were it not for the transfer as contained herein.

Article 3 – REMUNERATION

3.1 Publisher will pay Author the following remunerations for the rights transferred under this Agreement:

a. 10% of the set or recommended wholesale price of the sheet music to the Works sold, calculated on the basis of all copies of that sheet music sold, and delivered to the retail trade that have not been returned;

b. a proportionate part of 10% of the set or recommended wholesale price of sheet music to the Works sold as included in folios, albums, anthologies or other publications that also include other musical works, calculated on the basis of the proportion of the number of Works included compared to the total number of all musical Works and on the basis of all copies of that sheet music sold and delivered to the retail trade that have not been returned;

c. 50% of all revenue received by Publisher (excluding any taxes levied) through other forms of exploitation by Publisher, such as rights to sheet music exploitation by others than Publisher, graphical reproductions rights, grand rights and similar rights, in so far as such exploitation is not practiced by or through the Copyright Society(s) or is not part of other forms of exploitation as referred to in this Agreement.

3.2 Publisher will not owe any money for the distribution of sheet music or other graphic reproduction of the Works for promotional purposes, for sheet music sold at a wholesale price that is 50% or less than the wholesale price recommended or set for that sheet music, for complete or partial inclusion of the Works in potpourris or magazines or in or on the packaging of mechanical reproductions.

3.3 Author will receive his share in the remunerations and royalties related to the performance rights and mechanical reproduction rights to the Works directly from the Copyright Society(s) of which Author is a member, unless the Publisher is capable to collect these directly from the Copyright Society(s), which the Publisher will do upon request. This share will be determined in accordance with the apportionment regulations applicable to such remuneration as considered reasonable by parties.

3.4 If the Publisher collects the payments referred to in Article 3.3 on behalf of Author, the Publisher will pay this money to Author in accordance with the apportionment regulations referred to in Article 3.3 minus a twenty-five percent administration fee for Publisher, with due regard for the existing agreement(s) between Author and Copyright Society(s).

3.5.a. Author agrees that remunerations for mechanical rights referred to in Articles 3.3 and 3.4 are reduced by 25% in case of transfer (sub-publishing) referred to in Article 1.2.n.

3.5.b. Author agrees that the remunerations for performance rights referred to in Articles 3.3 and 3.4 are reduced by 25% in case of transfer (sub-publishing) referred to in Article 1.2.n.

Date



SIGNATURE HERE:

TITLE AGREEMENT

3.5.c. Author agrees that the remunerations referred to in Articles 3.1 and 3.2 are reduced by 50% in case of transfer (sub-publishing) referred to in Article 1.2.n.

3.6 If Author is more than one person as a composer and/or lyricist, payments will be made by Publisher to the persons in question on a proportional basis.

3.7 The remunerations referred to in Articles 3.1 and 3.4 will always be calculated on the basis of the wholesale price or the license fees or royalties after deducting any applicable sales, luxury or similar taxes.

7.5 Author declares that Publisher has pointed out the importance of gaining legal advice before Author commits themselves by signing this Agreement.

Thus drawn up, signed and agreed in duplicate in Hilversum, The Netherlands on **DATE**,

Publisher: MUSICALSTARS B.V.

ARTICLE 4 - STATEMENT AND PAYMENT

4.1 Twice a year, always within ninety days after the end of each calendar half-year, Publisher will render account to Author by submitting a properly specified statement of the amounts it owes Author. Simultaneously with statement the Publisher will provide Author with a specified statement of the amounts it owes Author under Articles 3.1. and 3.4 and pay the remunerations to Author, after deduction of any payments to be paid to and/or withheld by the authorities of any country of exploitation.

4.2 After receiving an invoice from Author, Publisher will pay Author the remunerations within 30 days of receipt of said invoice, after deduction of the amounts withheld by the (tax) authorities of any country of exploitation.

4.3 Author cannot obligate Publisher to submit copies of agreements or correspondence between Publisher and third parties or of statements of remunerations for Publisher received in the name of Copyright Society('s) or third parties. In case of a legal procedure, Author may require from Publisher a notarially certified statement of the division of the revenue as included in the relevant agreements and/or other documents.

4.4 All payments by Publisher will be made in euros and, where revenue from other countries is concerned, at the exchange rate as it applies on the day of receipt by Publisher. Any costs of payment by telephone to Author at Author's request will be payable by Author.

4.5 Payments to Author will only be made if the proceeds to be credited total more than EUR 100. Any amounts not paid will be credited to Author together with the following payment.

4.6 Publisher will not be bound to the stipulations of Article 4.1 if Publisher has not received any revenue from exploitation of the Works in the period in question or if Publisher does not have to pay any remuneration to Author for the period in question, for instance because advances paid have not been completely settled. This applies unless Publisher has received a written request from Author to send a statement for the specified period, in which case Publisher will send Author a statement for the period in question within 30 days of receiving such a request.

ARTICLE 5 - CLAIMS AND SET OFF

5.1 Claims about payments made in any one year will be handled until December 31st of the second year following the calendar year in which payment was made. After that, Author's right to claim payment will lapse.

5.2 If Publisher has established that a claim is justified, Publisher will only be bound to make up the deficit, if notified increased by the statutory interest from the day of notification at the earliest.

5.3 Except in case of gross negligence or intention on the part of Publisher itself, Publisher will never be liable for any other form of damage or loss under whatever name or for payment of interest other than provided for in Article 5 paragraph 2.

5.4 Author is entitled, at their own expense, to have the payments made over no more than the two previous years verified during normal office hours at Publisher's offices in the Netherlands by an independent registered accountant after such an inspection has been announced to Publisher subject to a reasonable term.

5.5 Publisher is entitled to set off any amounts owed to Author, due and payable or otherwise, against any amounts Author owes Publisher, due and payable or otherwise.

ARTICLE 6 - GUARANTEES AND INDEMNIFICATION

6.1 Author guarantees Publisher that, with due regard for the agreement(s) between Author and their Copyright Society('s), they own the full and unencumbered music copyright to the Works and that they are exclusively authorized to enter into this Agreement and effect the transfer of the copyright to the Works as included herein.

6.2 Author guarantees that transfer of the copyright to their Works will be complete, unencumbered and free from attachments, limited rights or other rights.

6.3 Author also guarantees Publisher that nothing in their Works infringes the copyright or another absolute right of any third party or is unlawful toward a third party in any other way.

6.4 Author guarantees Publisher that the Works [as well as the titles] are original works or copyrighted arrangements of non-copyrighted works. Author guarantees Publisher that they will not re-use any melody or fragment of the Works in any way whatsoever for any other work and have not and will not post the Works on their own website or on a third-party website, musically or otherwise, without Publisher's prior written consent.

6.5 Author indemnifies Publisher against any third-party claims arising from the above and against all consequences of such claims for Publisher, including reasonable costs incurred by Publisher for legal assistance.

6.6 Parties explicitly agree that Publisher's obligations as referred to in Article 2 of this Agreement must exclusively be interpreted as obligations to make its best efforts. Publisher more specifically in no way guarantees any result from exploitation of the Works.

6.7 Author will register his Work with the Copyright Society('s) of which he is a member within two weeks after undersigning of this Agreement and will register fully in accordance with the applicable rules and regulations of that society.

ARTICLE 7 - GENERAL PROVISIONS

7.1 This Agreement is governed by Dutch law. All disputes ensuing from this Agreement or its performance will be exclusively adjudicated by the competent court in Amsterdam.

7.2 Parties declare that this Agreement contains all arrangements made between them, that the arrangements set forth in this Agreement represent parties' intentions and that no arrangements have been made that are not included in this Agreement.

7.3 The nullity of any provision in this Agreement will not affect the validity of the remaining provisions. If the meaning of an invalid provision in this Agreement conforms to another juristic act that can be considered valid and the meaning of which approximates the objective of the invalid provision, parties assume that the invalid provision has the same effect as that other, valid juristic act.

7.4 Parties do not intend to enter into an employment contract or partnership by concluding this Agreement.

ROGER DE GRAAF

Composer/ lyricist:

NAME

Date

SIGNATURE HERE:

