

1. Subject

The Publisher is engaged in the business of music publishing and has, inter alia, facilities for the publishing of musical works (especially administration including copyright registration and protection, promotion, and exploitation). **The Writer** is an author of musical works and has created as a composer and/or lyricist and/or exclusively controls musical works. **Writer** and **Publisher** (hereinafter called "Parties") intend to cooperate in the fields of music publishing in accordance with the provisions of this writer's exclusive agreement (hereinafter called "Agreement"). **Publisher** shall be entitled to exclusively publish the musical works created and/or co-created by **Writer** during the Term of this Agreement on a worldwide basis hereinafter called the "Works". **The Writer** and **Publisher** confirm that the subject matter of this Agreement concerns collectively the protection of and commercial exploitation of the Works, the licensing thereof (including the collection and negotiation of fees) to users of the Works, all in the mutual interests of the Parties. **The Writer** has granted rights to the Works to the following collecting society(ies) or any other collective rights organizations. **The Writer** shall inform **Publisher** immediately in case she/he terminates the membership or single rights granted to a collecting society or any other collective rights organization.

2. Granted Rights

Publisher shall be entitled to publish and exploit the Works. **Writer** hereby grants to **Publisher** the irrevocable worldwide, exclusive, transferable, and unlimited rights (unlimited in terms of territory or purpose) to exploit the Works in any known or yet unknown kind of use. **Writer** hereby grants to **Publisher** the rights and claims listed in **Appendix 1** to this Agreement. With respect to the duration of exploitation, clause 9.2 of the Agreement applies.

3. Rights & Duties

1. Publisher's obligations and rights

Publisher shall

1. take care of a customary exploitation of the rights granted. It is hereby clarified that the Publisher is not obliged to print the Works; if requested by the Publisher, the Writer shall confirm such stipulation in a manner demanded by a collecting society,
2. issue licenses for Works on an exclusive or non-exclusive basis,
3. receive/collect and account for all revenues generated by the commercial exploitation/licensing of the Works (clause 3.1 2. remains unaffected and the Publisher shall not collect monies in favor of the Writer a collecting society collects with respect to the Works and monies paid for usages the Writer directly acquires, directly negotiates, directly executes and directly administers, see 4.2.2)
4. offer an administrative service including, but are not limited to, the handling of all necessary communication with collecting societies regarding the Works and its use, including in the interest of the Writer (e.g., by notifying the Works to the collecting societies, verifying accounting records and processing complaints).
5. endeavor to seek additional revenue for the Works through creative value-adding efforts.
6. shall liaise with the Writer to resolve any material issues in relation to the registration and administration of the Works.

Except in the case where the Writer is accounted to for her/his writer share directly by a collecting society, the Publisher shall provide bi-annual reporting/statement of accounts ("Royalty Statements") issued not later than ninety (90) days following the previous six month-period for all revenue generated and collected by the commercial exploitation of the Works.

Publisher shall have the sole right to determine the layout, retail price, and manner of distribution of all editions and versions according to its best judgment.

In case the Works shall be administered by a collecting society solely Publisher is entitled to notify the Works to the collecting societies (including the information about the agreed participation of the Publisher in the remuneration and monies collected for the exploitation of the Works). If requested, the Writer shall confirm any agreed participation of the Publisher in monies collected by collecting societies with respect to the Works.

2. **Writer's obligations and rights**

If any state conditions open the possibility of protecting or renewing the copyright by the submission of any statement or application, then the Writer agrees to make or submit such statements or applications in a timely manner. In the event that such statements or applications may be submitted by a third party, the Writer hereby irrevocably authorizes the Publisher to submit such statements or applications in its own name or on the Writer's behalf.

Writer shall

1. provide Publisher in a timely manner with all documents and information concerning the Works that are required for purposes of its publishing (especially information as follows: title of Work, length of Work, co-writers, co-publishers, percentage splits in co-copyrights, genre(s), the first release(s), territories of release, way of releases, former registrations of the Works or shares in the Works, etc.).
2. provide Publisher with all documentation and information (e.g., metadata) required to register the Works in collecting societies and other collective rights organizations entities in case the Writer is a member of such a collecting society or collective rights organization;
3. give all necessary assistance to the Publisher in resolving any issues (including claims) relating to the Works and related Writer data. Additionally, provide, upon request of the Publisher, all sound files, lyrics, BPMs, and other related information pertaining to the Works.
4. notify Publisher within thirty (30) days of the creation of any new, adapted, or modified Work (co-)owned and/or (co-)controlled by Writer during the Term for the purpose of publishing by Publisher in accordance with the stipulation of this Agreement;
5. immediately inform the Publisher when the Writer records and/or (re-)releases any of the Works or allows a third party to do so, and provide the Publisher, if available, with a copy of audio recordings of the Works of sufficient quality promptly upon request;
6. provide Publisher with copies of any and all accounting statements and usage data related to recordings of the Works that the Writer receives or has access to;
7. make promptly and at no charge corrections and revisions to the originals of the Works to be reproduced if necessary. If the Writer fails to fulfill this obligation within a reasonable time, the Publisher is authorized to cause these services to be performed otherwise at the Writer's expense. The cost of any modification that the Writer may require after the typesetting or the preparation of printing plates has been completed or after any other means of duplication have been prepared shall be covered by the Writer;

8. create and/or store the information related to Works (including relevant metadata), as well as any copies made during the course of performing the obligations hereunder;
9. it is hereby clarified that Writer decides at her/his own discretion whether she/he wants to become a member of a collecting society or another collective rights organization; in case the Parties agree that Writer shall become a member of a certain collecting society or collective rights organization (see clause 1) Writer understands that the registration is his/her responsibility and that no registration of Works is possible without same; Writer shall immediately inform Publisher about any termination of a membership.
10. notify the Publisher in writing of any changes regarding her/his bank details, tax information, personal data, and address or place of residence. Publisher shall serve any notices, information, statements, and documents provided for and/or required under this Agreement to the last address notified by Writer to Publisher in writing.

Writer agrees that, in order for the Publisher to perform all necessary actions to correctly render the services listed herein, the Writer will be requested to execute letters of direction as listed in **Appendix 2**, or similar binding documentation (e.g. declaration of a cession, authorization letters or counter-signed split sheets for all Works, where applicable and/or permitted).

It is hereby clarified that any business opportunity related to the Works such as any synchronization and any advertising is part of this contract and the allocation of proceeds (see clause 4). If the Writer receives a contact related to any business opportunity with respect to the usage of the Works such as any synchronization or any advertising requests etc., she/he must inform the Publisher in writing within 48 (forty-eight) hours of receiving knowledge of such opportunity in order to allow Publisher to manage, negotiate, organize, sign and execute them.

Any culpable violation of this obligation allows the Publisher to demand compensation in accordance with applicable law. In case the Writer intends to manage, negotiate, organize, execute, and administer such a business opportunity and the Publisher has not (co-)acquired this business opportunity Writer is entitled to do so and shall inform the Publisher in detail about the business opportunity within 48 hours of receiving knowledge of the opportunity; clause 4.2 applies.

In order to allow the Publisher to fulfill relevant music recognition obligations, the Writer shall, from time to time, send to the Publisher full-length audio or audio-visual individual tracks of the Works and all corresponding information (see clause 3.2.2) according to the latest style guide sent by Publisher whenever necessary.

4. Allocation of Proceeds

In consideration of the obligations hereby accepted by the Publisher, the Parties agree to the following stipulations:

Rights exercised by collecting societies or other collective rights organizations (e.g., independent management organizations)

In consideration of the publisher's obligation, the Parties agree that the Publisher shall be entitled to receive the publisher's share in all payments made by the collecting societies or other collective rights organizations with respect to the exploitation of the Works (for the avoidance of doubt: including statutory remuneration claims and statutory licenses and all other usages of the Works).

The applicable distribution plan of any collecting society or other collective rights organizations of which the Writer and Publisher are members will determine their shares of any rights exercised now or in the future by said collecting society or other collective rights organization. In case the distribution plan should be amended in favor of the Writer the publisher's share shall be modified accordingly. If the Publisher itself exercises these rights in whole or in part at present or in the future, then clause 4.2 will apply.

The writer understands that her/his full writer's shares shall be accounted for and paid directly by the collecting society or other collective rights organizations she/he is a member of. Therefore, the Publisher shall not account nor be responsible to the Writer for the afore-mentioned provision.

2. Other proceeds and payments without membership in a collecting society

In case the distribution plan is not applicable (including invalidity) or does not stipulate the participation in monies occurred by usage of the Works, or the rights in the Works are not administered by a collecting society or other collective rights organization the Parties agree on the participation of Writer with respect of monies collected by Publisher for the usage of the Works as follows (for the avoidance of doubt the clause contains proceeds not directly paid by a collecting society to Writer):

1. Public Performance rights and Mechanical rights: 50 % of Net Receipts
2. Any other income (including from Synchronization/Advertising licenses, print editions (sheet music), NFT-deals (Non-Fungible Token-Deals), third party licensees which may include licenses regarding multimedia rights, database rights, telecommunication rights, grand rights as well as rights to use Works for advertising purposes and the grant of other rights (not managed by a collecting society)): 50 % of Net Receipts

3. Miscellaneous

In case it is required Writer shall confirm to third parties (such as collecting societies) immediately the agreed participation of the Publisher in any monies paid for the usage of the Works (including statutory remuneration claims).

The writer understands that she/he is responsible for paying, according to law, personal and provisional taxes and that she/he shall be responsible for payment of all taxes arising from compensation paid under this Agreement. If the laws of any country require taxes on royalties, advances, etc. to be withheld, then the royalties, advances, etc. that accrue to Writer in respect thereof shall be reduced proportionally, unless Writer will have obtained from the competent authorities a certificate of exemption from such taxes under pertinent Double Taxation Convention.

If applicable, the Writer's share in the proceeds shall be paid plus VAT. If two or more individuals compose the music and/or create lyrics jointly, they are - unless otherwise agreed - depending on their creational parts entitled to (equal) parts of the shares allocated to the Writer in clause 4 above. Thus, the share computed in clause 4 will be reduced as a consequence of the number of writers involved in the Works and their claims to the share, and in such case, the Writer shall be entitled to receive solely the reduced share.

5. Payment Terms

Twice per calendar year, the Publisher will issue or will let issue a statement ("Royalty Statements") for all revenue generated within 90 days after the expiration of the previous six-month period and will effect payment 30 days after receiving the corresponding proper invoice by the Writer. Amounts of less than R 2000.00 per total amount invoiced may be carried forward to the next statement.

After arranging a date and time, the Writer shall have the right to have solely the documents supporting the Publisher's statement inspected during business hours by a person sworn to professional secrecy. The period for an audit is limited to no more than four (4) billing periods preceding the date of the audit. Any objection to the accuracy of the statement may only be presented within 24 months after receipt of the same. Obvious inaccuracies, including miscalculations in a statement, will be corrected by the Publisher even after the expiration of this period. If the audit of the period reviewed reveals a difference of more than 8% to the disadvantage of the Writer, then the Publisher will refund to the Writer the reasonable costs of the audit, together with the respective difference and the applicable customary interest for the period in question, except in the event that the difference ascertained is based on non-observance of obligations by Writer.

6. Sub-publishing

Publisher shall be authorized to assign and/or sub-license the rights granted to it hereunder both within South Africa and abroad and to enter into appropriate sub-publishing agreements and to authorize the respective sub-publisher to have subtexts created (translations are not subject to the approval of Writer; all other subtexts shall be subject to the approval of Writer). The Publisher is also authorized to grant to the foreign publisher, including any foreign songwriters, translators, and/or editors, the right to a share of the proceeds from the respective foreign country covered by the Agreement and, if applicable, based on the distribution plan of the collecting society competent for the sub-publishers, foreign songwriters, translators, and/or editors. The participation of all such persons and entities may not exceed 50 % of the proceeds. Upon request, the Publisher shall inform the Writer about the provisions agreed upon in a sub-publishing agreement. In case the rights granted to the Publisher shall be terminated ahead of schedule Writer shall be obligated to take over the contract with the sup-publisher without taking over the liabilities of the Publisher already incurred.

7. Credits

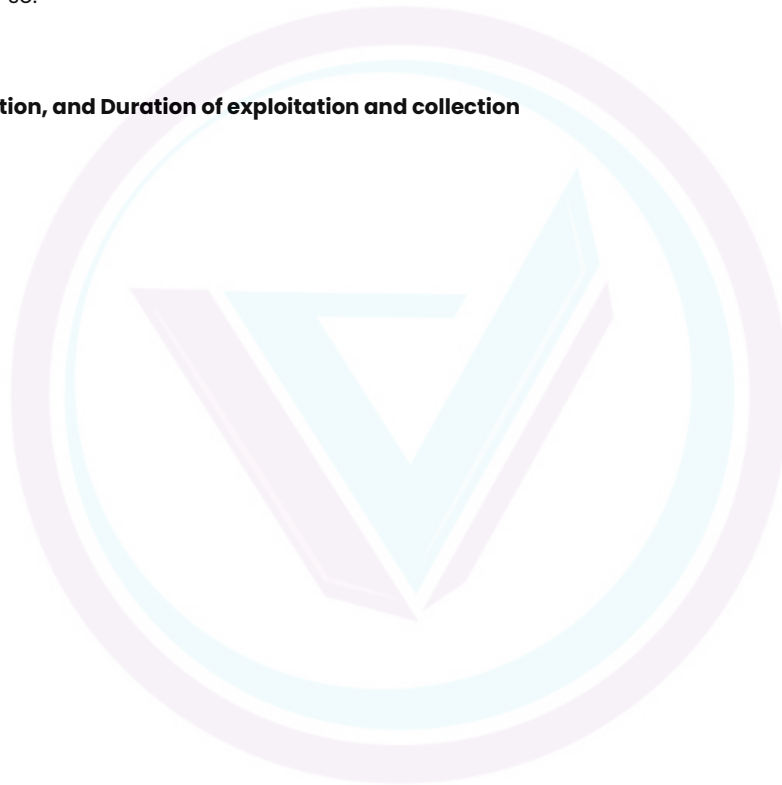
The Publisher undertakes that credits will be given in accordance with the usual practice in the music industry and will name the Writer on every printed edition of the Works. Apart from that Publisher shall be entitled whatsoever to name the Writer in connection with the exploitation. Writer grants to Publisher the non-exclusive right to use the Writer's name in connection with the exploitation and promotion of the Works.

8. Warranties & Representations

1. In no circumstances in which the Writer has provided inaccurate or false information (see clause 3.2.2) for the Works shall the Publisher be liable to the Writer and/ or for claims from other third parties for any consequential loss provided that the Publisher is not guilty of causing any damage.
2. The Writer warrants and represents that:
 1. she/he owns and/or controls ALL necessary rights towards the Works and information sent to the Publisher for the purposes of this Agreement. Additionally, the Writer warrants and represents that the Works do not infringe third-party rights and that all copyright elements in the Works are original and have not been adapted, sampled, mashed up, or in any way incorporated into the Works in any manner that would infringe any third party right;
 2. she/he has adequately paid or will adequately pay all parties involved in the creation of the Works, including any underlying lyrics, and further fully hold harmless and indemnifies Publisher in this regard;
 3. The publisher is the only entity authorized to provide her/him the services detailed herein, in the Territory and during the Term. Therefore, the Writer cannot authorize any other party to provide them these services nor similar services, in the Territory during the Term. Subject to the foregoing, this prohibition applies without limitation to the Writer, her/his manager(s), fan clubs, and/or any third party. Additionally, the Writer acknowledges that this is an exclusive agreement between her/him and the Publisher and that there are no pre-existing contractual arrangements to which she/he is bound, or in the event that there are, that these pre-existing contractual arrangements have lapsed and/or have been terminated. The writer agrees to fully disclose any and all copyright information that may be of relevance to this Agreement.

3. Additionally, to previous indemnification obligations assumed by Writer throughout this Agreement, she/he shall also indemnify Publisher from and against any third-party damages, compensation, royalties, dispute resolutions, losses, responsibilities, suits, actions, judgments, corrective obligations, interests, penalties, fees, fines, costs and expenses of any kind, including reasonable costs of lawyers and investigation costs ("Damages") associated with the above contractual representations and warranties, and shall reimburse Publisher for any losses and expenses incurred on account of a breach of these representations and warranties. Should claims be asserted against the Publisher by third parties, the Writer shall take all available legal steps in order to defend the Publisher against such claims provide the Publisher with the information and documents required for a defense, and shall issue the required declarations.
4. Each Party hereto represents and warrants that it has the full power and authority to enter into and fully perform its obligations under this Agreement. Additionally, the Writer acknowledges that she/he has been advised by the Publisher to obtain independent legal advice with respect to entering into this Agreement, that she/he has obtained such independent legal advice or has expressly waived such advice, and that the Writer is entering into this Agreement with full knowledge of the contents hereof, of their own free will and with full capacity and authority to do so.

9. Term, Termination, and Duration of exploitation and collection



1. **Term and Termination**

The Term of this Agreement starts on (the effective date please see signed contract) and shall be for a period of three (3) years (initial period) from the effective date. Thereafter, the Term shall be automatically extended by one year each until written notice to terminate is delivered from either Party to the other no less than 90 days before the initial period or the respective subsequent one-year period ends. The right to terminate the Agreement Extraordinary is not limited herewith.

2. **Duration of exploitation (including collection) and post-term collection**

The duration of exploitation (duration of the granting of rights) shall be limited to the Term of this Agreement and two years after the end of the Term. In case the duration of exploitation ends the Parties hereby agree a post-term-collection period of one year (starting at the end of the exploitation period) in accordance with the provisions of this Agreement. With respect to the post-term collection period Publisher is entitled to collect each and all monies paid within the post-term-collection period with respect to the usage of the Works and to retain the monies in accordance with this Agreement. It is hereby clarified that the post-term collection period shall be applicable in each case with the exception of material and not cured breach of the Agreement by Publisher –the Agreements ends.

It is hereby agreed that a limited duration of exploitation does not affect in any case (unlimited) licenses granted by the publisher to third persons. For clarification purposes, the end of the Agreement shall not affect the duration of exploitation (including a post-term collection period, if agreed) as defined in clause 9.2 subsection 1.

10. **Confidentiality**

The Parties shall preserve confidentiality towards third parties regarding the conditions of this Agreement and all information (statements etc.) associated therewith (except for affiliates, mother companies, lawyers, and tax advisors).

11. **Territory**

The World.

12. **Breach**

Any apparent breach of the material terms herein shall be notified in writing by the Party alleging such breach to the other. The latter will be afforded thirty (30) days to reply in full on the matter and/or cure same. In the case of the breach being established, failure by the latter to cure such breach will permit the former party to cancel the agreement forthwith at their discretion.

13. **Miscellaneous**

The writer agrees that she/he has read the information regarding the usage of her/his personal information. The publisher is entitled to commission third persons (e.g., administrators) with the fulfillment of its obligations. This Agreement shall be binding and effective upon complete signatures by the Parties below.

The writer is aware of the fact that the Publisher intends to transfer the entire catalog of musical works published (containing the Works) including the respective agreements and each and all rights into another independent and separated entity (co-)founded by the Publisher and other shareholders. Publisher shall be entitled to found such an entity with other shareholders and to transfer the Works, Agreement, and rights in the Works as part of the musical works catalog into such an entity.

Furthermore, the Publisher and such an entity shall be entitled to transfer the Works, Agreement, and rights as part of the musical works catalog to a purchaser.

Publisher shall be entitled to transfer the Agreement and or parts of the Agreement to third persons. This Agreement is the complete and final agreement and understanding between the Parties with respect to the subject matter hereof and may not be changed or modified except by an agreement in writing. Should any provision of this Agreement be void, the remaining provisions shall be unaffected thereby. If parts of this Agreement are invalid or contradict applicable law, this shall not affect the validity of the remaining provisions.

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