

EXPLOITATION AGREEMENT GRAPHICAL REPRODUCTION RIGHTS

The undersigned:

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Hereinafter to be called the publisher, on the one hand, and

Stichting FEMU (Federatie Muziek Auteurs en Uitgevers), with registered office at
Zonnelaan 2, te 1561 ES Krommenie.

Hereinafter called Stichting FEMU on the other hand, have agreed as follows:

Definitions

Article 1

For the purpose of this agreement:

A1. Graphical reproduction rights: the rights and/or claims under the law, a convention or a statutory to which the publisher or the successors in title are entitled anywhere in the world, with regard to the replication and/or publication of Sheet Music in any form whatsoever, such as for example (but not limited to):

- a) paper, electronic, analogue or digital formats, distributed via or appearing in or on any information carrier or media that already exists or may be developed in future, such as for example (but not limited to) the internet, files, CD, CD-R, DVD-R, minidisc, laser disc, sheet music, books, anthologies, extracts, magazines, newspapers, brochures, articles and other publications, but with the exception of the sale and rental of Sheet Music (being the primary exploitation rights to which the publishers is entitled), at any rate insofar the said sale and rental are not related to the graphical rights as defined hereinafter under b, c, d and A2 (the secondary rights to which Stichting FEMU is entitled),
- b) screens and television and/or other forms of (illuminated) projection for use in e.g. television programmes, events and meetings,
- c) (part of) Sheet Music as set out in the rules (or the successors to such rules) known by the publisher for Sheet Music anthologies, karaoke, or the internet, and for orchestras and/or choirs under the licences provided by Stichting FEMU for the additional copies rule (or the successor),
- d) forms of publication and/or replication that are associated with the exercising of secondary rights, as further described in subparagraph A2, irrespective of the way in which the said publication and/or the recording and/or replication and/or provision takes place.

A2. The term 'graphical reproduction rights' shall be taken to include:

- a) reproduction copyright remunerations relating to remunerations for Sheet Music to which the publisher and/or the authors it represents are entitled under the reproduction rights rules from articles 16h to 16m of the Dutch Copyright Act;
- b) lending rights remunerations relating to remunerations for Sheet Music to which the publisher and/or authors it represents are entitled under the lending rights rules from articles 15c to 15g of the Dutch Copyright Act of 1912;
- c) home copying fees for sheet music onto blank carriers, as per article 16c of the Dutch Copyright Act;
- d) reader rules remunerations (PRO) relating to remunerations to which the publisher and/or the authors it represents are entitled for the inclusion of parts of works in readers or syllabuses for the purposes of professional and mature student, post-academic, commercial, non-profit, higher and university education at music schools;
- e) VKV rules remunerations (music schools) relating to remunerations to which the publisher and/or the authors it represents are entitled for the inclusion of parts of works in readers or syllabuses for the purposes of education at music schools.

B1. Repertoire: the total number of works with regard to which the publisher holds the graphical reproduction rights or a right to payment by virtue of the graphical reproduction rights at the moment of this agreement is entered into, and all works which the publisher will acquire during the term of this agreement or with regard to which it will acquire either the graphical reproduction rights or the right to payment by virtue of the graphical reproduction rights for the duration of this agreement;

B2. By applying the articles of association, rules and exploitation contracts, the term 'works' shall be solely taken to include Sheet Music, unless the nature of the exploitation and repartition relating to Sheet Music as defined in sub-paragraph B3 is such that other outcomes would be expected, or where it could not reasonably be expected that this subparagraph B2 would be applied without modification, in which case the board shall decide (as provided for under (as provided for under article 34 of the articles of association).

B3. Sheet Music: every conceivable graphical representation of musical works and/or musical notations of musical works with or without lyrics and/or separate songs texts, appearing in any for (written, printed or otherwise), including (a non-exhaustive list) paper and/or other digital or electronic forms of publication and/or projection.

C. participant: the participant within the meaning of Stichting FEMU's Exploitation rules.

Assignment

Article 2

1. The publisher hereby non-exclusively licences to Stichting FEMU the graphical reproduction rights in its repertoire within the meaning of article 1 under A and B of this agreement. This licence therefore relates to both the existing and the future repertoire it shall acquire. Stichting FEMU accepts this licence of the graphical reproduction rights.
 - a. The assignment does not apply for the inclusion of musical works in music books and text publications in books and magazines. This part of the graphical reproduction rights is strictly reserved to the publisher and is not licensed through Stichting FEMU on a collective basis.
 - b. The assignment is on a non-exclusive basis for agreements with Internet Service Providers (ISPs) or Digital Service Providers (DSPs) and non-end users such as' Lyricfind "and" Gracenote.
 - c. All other schemes are collective schemes and transferred to Stichting FEMU on a non-exclusive basis.
2. The graphical reproduction rights in the publisher's existing repertoire, described in paragraph 1 are hereby licensed for the repertoire that has already been acquired by Stichting FEMU. With regard to the publisher's future repertoire, the graphical reproduction rights shall each time be licensed by operation of law the moment the graphical reproduction rights of a work have been assigned and transferred, whether or not in advance, to the publisher.
3. Stichting FEMU has thus acquired the non-exclusive right, to exercise or cause the exercise in the Netherlands of the graphical reproduction rights assigned and transferred to it, subject to the restriction laid down in Article 2.1a and Article 2.1b.
4. Notwithstanding the provisions of this Article 2, the publisher strictly reserves the right to enter into direct agreements with third parties for the exploitation of the graphical reproduction rights in its repertoire in any part of the world including the Netherlands.

Mandate and power of attorney

Article 3

1. If and insofar as the future repertoire as referred to in article 2 might not be assignable or transferable in advance, the publisher hereby grants Stichting FEMU, to the exclusion of any other party including himself, the irrevocable mandate and power of attorney subject to the right of substitution, to exercise the graphical reproduction rights in such future repertoire anywhere in the world in his own name. Stichting FEMU accepts this irrevocable mandate and power of attorney with regard to the future repertoire.
2. The issuing of song texts and music in paper form (or having such texts issued) is an exception to the mandate and power of attorney as described in paragraph 1.

Exploitation and enforcement

Article 4

1. Stichting FEMU shall exploit and enforce the graphical rights in the repertoire, either under its own name or not, in the territory defined in article 2 paragraph 3 and shall perform or cause the performance of any and all legal acts relating thereto (commitment to make a reasonable effort).
2. Solely in accordance with the terms of this agreement, Stichting FEMU shall therefore grant or refuse a licence to distribute the works of the repertoire, determine the conditions for granting such licence, be entitled to take legal action against any infringement of the graphical reproduction rights, and perform or cause the performance of any and all acts, both judicially and extra-judicially, which the publisher would be entitled to perform in the absence of this agreement.
3. If new exploitation formats are developed other than those already stated explicitly in article 1 paragraph A1 subparagraph b to d and paragraph A2 of this agreement, Stichting FEMU may on the grounds of article 1 enter into non-exclusive arrangements for these formats and/or issue licences. Stichting FEMU shall inform the publisher beforehand about any such new arrangements and/or licences that it shall be using as the basis for fee collection.

Distribution

Article 5

1. Stichting FEMU undertakes with due observance of the relevant articles, rules and decisions lawfully taken by Stichting FEMU to distribute the revenues it receives to the participants entitled to a share thereof.

2. Stichting FEMU's obligation as referred to in paragraph 1 remains valid for as long as the publisher, by virtue of publishing agreements with regard to the repertoire, is entitled to the publisher's share of the available revenues on account of the graphical reproduction rights in the repertoire.
3. Complaints concerning distributions made in any year will be accepted at the latest on 31 December of the second year following the calendar year in which the relevant distribution was made. After this period, the publisher's right to complain with regard to the relevant distribution shall have expired.
4. If Stichting FEMU has established that a complaint is well-founded, it will only be obliged to pay back the deficit to which Stichting FEMU has actually received the general or specific licence in question.
5. Except in the event of wilful intent or gross negligence on the part of Stichting FEMU itself, it shall never be liable for any form of damage or loss, under any name whatsoever other than provided for in paragraph 4.

Notification of repertoire

Article 6

1. Publisher registers the works at Buma/Stemra and Stichting FEMU has access to the documentation through the so-called 'Buma/Stemra online titelcatalogus'. Through this tool Stichting FEMU can determine which publisher administers the mechanical reproduction rights and the performing rights. Based on that source information Stichting FEMU will do the royalty distribution for graphical reproduction rights for work-by-work distributions schemes. If such information from the 'Buma/Stemra online titelcatalogus' is not available for FEMU or if FEMU does not have the proper royalty-split between 2 or more publishers, these publishers will be contacted for more details.
2. Stichting FEMU should be notified if the graphical reproduction rights are excluded for a specific work or for specific works and Stichting FEMU shall remove such specific works from its database immediately upon notification from the publisher.

Warranty obligation

Article 7

1. The publisher warrants and guarantees to Stichting FEMU to the best of its knowledge that it has acquired the full and unencumbered graphical reproduction rights in the repertoire and that he is exclusively authorised to enter into this agreement and to effect the licence of the graphical reproduction rights in the existing and future repertoire referred to in this agreement..
2. The publisher furthermore warrants and guarantees to the best of its knowledge that no part of its repertoire in respect of which Stichting FEMU exercises or causes the exercise of the graphical reproduction rights under this agreement infringes the copyright or any other absolute right of a third party, or involves anything that is otherwise unlawful towards a third party. He agrees to indemnify Stichting FEMU against any third party claim in this respect against the consequences that such claims may have for Stichting FEMU provided that such claim is (i) as a result of an adverse judgment in a court of competent jurisdiction, or (ii) has been settled with the prior written approval of the publisher which shall not be unreasonably withheld or delayed. Without prejudice to the aforementioned, Stichting FEMU hereby acknowledges and agrees that it shall act reasonably in instructing external legal counsel and/or third party advisers when defending a claim..

Other obligations of the publisher

Article 8

1. Intentionally deleted.

Cooperation

Article 9

1. The publisher undertakes , if and insofar Stichting FEMU considers his personal assistance necessary for the implementation of this agreement, to provide such assistance within reason at Stichting FEMU's first request. To the extent that the publisher incurs unavoidable costs in providing such assistance, such costs may be compensated by Stichting FEMU in accordance with reasonable standards.

Commencement and termination of the agreement

Article 10

This agreement shall enter into force on the 1st of January 2017 for a period of one year and will be automatically extended for one year periods unless terminated 6 months before the end of a one-year period. In other words publisher should notify FEMU before the 1st of July of such termination

Article 11

1. The agreement shall terminate:
 - a. Upon the publisher's death or the dissolution of the legal entity in which he practices his business with immediate effect:
 - b. Upon notice of termination given by one party to the other. Notice of termination may be given only effective from 31st December of any year. Notice of termination must be given in writing, with due observance of a notice period of at least six months.
2. The publisher or his successor(s) in title may invite Stichting FEMU in writing to state in writing within a period of at least four weeks whether, and if so to what extent, it will make use of the possibility provided for in paragraph 2. If Stichting FEMU does not make such a statement within this period, Stichting FEMU's right as described in paragraph 2 shall expire.
3. Stichting FEMU shall not be entitled to extend the term of this agreement as defined in paragraph 2 of this article where the cancellation relates to new exploitation formats as defined in article 4 paragraph 3.

Article 12

1. Any failure of a party in the performance of this agreement shall entitle the other party to dissolve this agreement in full or in part by means of a written statement, without any juridical intervention being required, unless the failure does not justify such dissolution, considering its special nature or limited significance.
2. Stichting FEMU shall furthermore be entitled to give notice of termination of the agreement with immediate effect in writing, stating the reasons of such termination, if Stichting FEMU cannot reasonably be required to continue its relationship with the publisher.

Article 13

1. If this agreement terminates, in any way whatsoever, the licenses with regard to the repertoire already granted by or on behalf of Stichting FEMU shall remain effective.

Change of address

Article 14

1. The publisher shall immediately inform Stichting FEMU in writing of any change of his address or in the legal form in which he practices his profession.
2. For any notifications to be given by Stichting FEMU to the publisher, Stichting FEMU shall be entitled to consider the address indicated by the publisher as the actual address until the publisher gives Stichting FEMU notice of a change of address.

Article of association and rules

Article 15

1. The following rules shall in any event apply and shall be considered part of this agreement:
 - a. The Distribution rules (Repartitiereglement) as referred to in the articles of association
 - b. The exploitation rules (Exploitatierglement) as referred to in the articles of association
 - c. The Indexation rules (Indexeringsreglement) as referred to in the articles of association
2. The publisher declares to have received the articles of association applicable at the time of signature of this agreement and to have taken notice of their contents.
3. Any future amendments to the rules referred to in paragraph 1 that have been adopted by legally valid decision of Stichting FEMU shall be applicable to and shall be deemed to form an integral part of this agreement.
4. Any future rules that relate to participants and that have been adopted by legally valid decision of Stichting FEMU shall be applicable to and shall be deemed to form an integral part of this agreement.
5. Stichting FEMU undertakes to inform the publisher of any amendments to the rules referred to in paragraph 3, of any new rules referred to in paragraph 4 and any amendments to the articles of association in the manner as stipulated in article 15a.
6. By signing this agreement, the publisher explicitly declares to accept in advance the future rules as referred to in paragraph 4 and the future amendments to the rules as referred to in paragraph 3.

Artikel 15a

Stichting FEMU undertakes to inform the participant of amendments to the articles of association, the rules of this agreement, and of any new rules, by electronic mail or by making available by means of the internet site of Stichting FEMU (www.femu.nl)

Amendment to the agreement

Article 16

Stichting FEMU shall furthermore be entitled to amend this agreement unilaterally by legally valid board resolution. Publisher is in such cases entitled to cancel this agreement with due observance of a notice period of 30 days.

During this 30 days period Stichting FEMU can decide not to implement such unilaterally amendment in which case the notice of termination will be cancelled retroactively and the agreement continues.

Assignment

Article 17

Subject to Stichting FEMU's explicit written consent, the publisher shall not be entitled to assign to third parties or to pledge existing or future claims against Stichting FEMU or to grant third parties any other right with regard to the respective claims.

Choice of law and competent Court

Article 18

This agreement shall be governed by Dutch law. Any disputes arising from this agreement or its implementation shall be settled by the competent Court of Amsterdam to the exclusion of all other courts.

Special provisions

Article 19

1. The Publisher hereby declares, that this agreement is also applicable for music publishing companies, which have a direct membership agreement with Buma/Stemra and which are managed, exploited and administered by the publisher under its unique Buma/Stemra membership number.
2. The names of the music publishing companies as referred to in article 19 paragraph 1 shall be specified on Exhibit 1
3. The publisher will notify Stichting FEMU of new music publishing companies which will start to be managed by the publisher during the term of this agreement. These will be added to Exhibit 1. Music publishing companies which will no longer be managed by publisher during the term of this agreement, shall be removed from Exhibit 1.

Signed in twofold in Krommenie on the :

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Publisher

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Stichting FEMU

(Federatie Muziek Auteurs en Uitgevers)

EXHIBIT 1

The following music publishers are a direct member of Buma/Stemra under their own unique membership number and are managed, exploited and/or administered by publisher. Therefore these music publishing companies are part of this agreement:

1. **Name Publisher**
2. **Name Publisher**
3. **Name Publisher**
4. **Name Publisher**
5. **Name Publisher**
6. **Name Publisher**
7. **Name Publisher**
8. **Name Publisher**
9. **Name Publisher**
10. **Name Publisher**