

Agreement for Royalties Management

Between

Name of Artist or Author:

(“the **Artist**” also referred to as “the **Author**”)

Address:

And

CreaCollect Ltd, (“**the Company**” or also referred to as “**CreaCollect**”) a limited company, registered in England and Wales under Company Nr: 11714347, email: info@creacollect.com, having its registered office in London at 71-75, Shelton Street, Covent Garden, WC2H9JQ.

WHEREAS:

Art.1 - OBJECT

With this agreement, the Author grants the Company a mandate to manage the rights relating to her/his works as indicated below, also granting the Company the right to:

- cash in and pay the Author all the fees due to him and deriving from the direct or indirect management of the rights related to the works granted in the mandate;
- grant to third parties, under the conditions identified in the respective user licenses, licenses concerning the rights assigned to the Company in relation to one or more works;
- grant, on the basis of specific agreements, the management of the rights referred to in this agreement to Collective Management Bodies (CMBs) or to other Independent Management Entities (IMEs).

Art. 2 - NATURE OF THE MANDATE.

The author grants CreaCollect, the exclusive mandate for the management of her/his works for the duration referred to in Art. 10 of this agreement and for the territories indicated in table A) attached below. In particular, for the category of use related to concerts and for the Italian territory, the Author will make use of the self-collection service called Patamu Live, thus exempting CreCollect from this type of management and collection.

At the time of registration, the Author can specify, in writing, either which works she/he intends to grant the Company to manage, or can grant an overall mandate for the whole repertoire of works. The Author can always modify the list of works by promptly notifying the Company in writing. The changes will come into effect starting from the following accounting year.

If the Author does not hold 100% of the rights, the Author must communicate to CreaCollect the list of rights holders related to the Work, and where possible, also provide the details relating to the companies that manage them.

The Company retains the right to carry out any research to trace the ownership of the works. The mandate refers to all author's rights which are in any case instrumental to the full exploitation of the rights entrusted to the Company in order to be managed.

By conferring the mandate, the Author declares to have the full availability of the rights and at the same time guarantees CreaCollect the full right to manage them, grant them to third parties with a licence and collect the proceeds deriving from their exploitation. In order to allow CreaCollect to better fulfill the mandate received, and to facilitate the administration of the rights and the collection of the proceeds, the Author undertakes to send CreaCollect a copy of each of the works it entrusts it to manage.

Art. 3 - PROMOTIONAL PURPOSES

CreaCollect reserves the right to use the name and the denomination of the Author for promotional and advertising purposes and in any case for activities that are strictly connected and related to the execution of the mandate received, maintaining that in any case the sale of media for these purposes remains prohibited.

Art. 4 - COMPENSATION

As compensation for its activities, CreaCollect has the right to withhold a commission (plus vat, if applicable) on all the fees actually collected on behalf of the authors according to the following percentage measures:

MUSICAL EXECUTION RIGHTS OR MECHANICAL REPRODUCTION	
Public execution (live or by mechanical means.)	20%
Broadcasting in movie theatres of film soundtracks, short films	20%

or communications to the public and for works made available on wire or wireless, through radio and television broadcasting or any other means, including communication to the public via satellite, retransmission by cable, encrypted communications with particular access conditions, making them available in a way that everyone can have access to them from the place and time chosen individually, the retransmission of the live performance of a work beyond the location where the execution takes place, by means of loudspeakers, screens or other similar devices	
On-line use (streaming, download, webcasting, etc ...) of the work or of multimedia derivative works	20%
Ambient music in public venues, commercial settings, hotels, gyms, private events	20%
Phono-mechanical reproduction rights stamped on supports such as CDs, disks, music DVDs, etc (even when the supports are sold at a reduced price or distributed for free during promotional campaigns, etc ...)	10%
For income collected indirectly through an Intermediation Body or an Independent Management Entity or other type of entity	5%

Art. 5 - REPORTING PROCEDURES

Based on the amounts collected and net of the percentage commission due to the Company, CreaCollect will provide analytical revenue statements and pay the compensations due, within 30 days after the end of every quarter (four-month period).

The compensation will be paid by CreaCollect on the paypal account indicated by the Author or by bank transfer, subject to agreement with the Author on how the sums shall be paid. Any commission for the payment of the compensation by bank transfer or on the paypal platform will be charged to the Author. The compensation will be paid out to the Author once the minimum sum of € 10 has been exceeded.

The compensations are all subject to deductions and withholding of taxes due as per provisions and laws in force in the countries where the relative compensations are to be paid out.

Without prejudice to these obligations, the Author undertakes to comply with all regulatory provisions on tax matters and undertakes to indemnify and hold the Company harmless against

any costs, claims or actions deriving from the Author's failure to comply with the tax legislation applicable to her/his activities.

Art. 6 - CREACOLLECT OBLIGATIONS

CreaCollect undertakes to make every effort to protect the rights of the works from any violation and to collect the fees deriving from the use of the works licensed to it as well as from the mandates given to Collective Management Bodies and / or Independent Management Entities .

CreaCollect undertakes to provide assistance to registered authors should any issues arise regarding the management of the rights entrusted to it, also undertaking to provide any material in its possession that may be of help the Artist in solving the dispute. However, this commitment does not create any obligation for CreaCollect to take legal action.

CreaCollect may grant licenses at conditions that are different from those provided for in the standard rate table, only with the prior written consent of the Author.

In the event that CreaCollect were to discover inaccuracies in the calculation and payment of the compensation due to the Author, the Company undertakes to act promptly to regularize the situation. In all cases, the Author has nevertheless the responsibility of promptly reporting any irregularities that she/he may come to notice. Due to the physiological limitation or exclusion of investigation activities, if the situation to be regularized refers to a 3-year period prior to the reported inaccuracies, CreaCollect undertakes to regularize in any case any irregularity (reported or discovered by itself) within a limited period of 3 years. If this limit has been exceeded, CreaCollect undertakes to carry out the necessary adjustments without delay, only if it is still in possession of the information necessary to solve the problem, providing, where possible, additional detailed accounting information together with the revenue statements prepared for the ordinary activity, and reserving the right to charge the requesting Author for the cost of providing this additional information.

CreaCollect undertakes to keep the documents provided by the Author and the information relating to the accumulated and distributed compensation, confidential, unless the disclosure of said information becomes mandatory by law or due to orders issued by a judge or an administrative authority.

Given these premises, the Author is aware that the following information may be published and / or communicated at the request of any rights holder or user, or by virtue of law provisions, regulations or orders of the competent authorities, but in any case always in full compliance with the privacy regulations:

- works already published by the Author (excluding unpublished works);
- the rights represented on behalf of the Author;
- the territories covered by the management activity;
- any further information required by law or regulations or by an order of the competent Authorities.

Art. 7 - AUTHOR'S OBLIGATIONS

In order to secure a correct management of rights and prevent CreaCollect from incurring in damages or loss, a series of guarantees, obligations and indemnities are provided for in this article.

The Author grants CreaCollect:

- to be entitled to enter this contract;
- to hold and have the full capacity to dispose of the rights covered by this mandate;
- that the works do not violate copyright, trademarks or any other right of third parties and that they do not consist in defamation, violation of privacy and / or any other form of abuse against third parties.

The Author furthermore undertakes to:

- fill in the list of tracks and any other documents functional to the management of the rights covered by this agreement, providing correct, complete and truthful information;
- promptly communicate any variation concerning the list of tracks to be managed, the data provided in the contract and the start date from which the management of the changed data is to be effective from;
- provide, upon CreaCollect's request, any document concerning the ownership of the tracks, control and administration of the Rights and to undertake in providing any other data reasonably requested by CreaCollect, also to ensure that the contract produces its effects and that its purpose is reached;
- carefully check the correctness of each payment, with reference also to the specifications both in relation to the works managed and the type of use. In the event of an error, the Author undertakes to promptly contact CreaCollect and possibly to return amounts of money unduly provided;
- not to grant any other collecting societies, including collective management organizations and independent management entities, some of the rights already assigned to CreaCollect, thus avoiding assigning powers or rights in conflict with those attributed with this agreement, and taking care of having first correctly exercised the right of withdrawal or limitation and therefore having completely regained possession of one's rights before assigning them to CreaCollect or any other management company, thus following the exemption procedures required;

- to authorize CreaCollect to notify the signing of this agreement to any Collective Management Company to inform them that CreaCollect is entitled to collect fees in accordance with the provisions of this agreement;

The Author agrees to indemnify CreaCollect from any costs, actions, proceedings, claims, claims, damages or expenses that CreaCollect may incur following the violation, by the said Author, of the guarantees and commitments taken up within this agreement, including the cases in which the Author is not authorized to appoint CreaCollect as her/his agent and in case the content of one or more works is unlawful.

Art. 8 - MANAGEMENT OF DISPUTES

CreaCollect will have the right to act or intervene, at its own expense, in any proceeding connected to the rights, curating such proceedings before any Court, Tribunal or arbitration, or to settle or abandon any proceeding, arbitration, dispute or claim connected to the exercise of the rights.

CreaCollect has the right to spend the Author's name only and exclusively in the cases strictly necessary, in relation to all the procedures to which this article is applicable, as an actor, defendant or intervener.

In the event that CreaCollect decides to renounce acting against the violation of rights and for compensation for damage in relation to the rights on any work, the Author may in any case act on her/his own behalf, upon written notice to CreaCollect, which in that case will not be entitled to receive any commission. In case the Author were to experiment personal actions the Author will bear the relative expenses in full.

In all cases, the Parties may decide to act jointly by sharing the related expenses, without prejudice to the right of each Party to take action independently, without this obliging the other party to participate in the related expenses.

Art. 9 - ASSISTANCE IN FAVOR OF THE PRINCIPALS

CreaCollect undertakes to maintain an impartial attitude in the event of disputes among its Authors, remaining at the disposal of the parties to supply any material in its possession that can be functional to the resolution, in compliance with the privacy regulations.

Art. 10 - DURATION

The present contract begins to produce its effects starting from the date of subscription or from a different date, determined in writing by the parties, and to be considered effectively valid for an indefinite period of time and in any case until one of the parties notifies the other in writing of the will to withdraw. The withdrawal must be communicated with at least 60 days notice and its effects are however deferred to the end of the running semester, with reference to the two deadlines of June 30 and December 31.

Even after the termination of the contract, CreaCollect will retain the right to collect all the fees and sums of money that, in the regular course of activity, should have been collected during the period of validity of this contract and in any case paid before the termination of the same. In such cases, CreaCollect will retain all the rights and powers provided for by this Agreement, subject to the Author's right to request the removal of any data relating to her/him, in accordance with the provisions of regulation n. 2016/679 of 27.04.2016 (General Data Protection Regulation - GDPR), being aware that this request will also entail the immediate cessation of the activity of collecting fees.

In the event of a serious violation of the provisions of art. 7 by the Author, CreaCollect reserves the right to unilaterally terminate the contract by sending a notification with a registered mail or PEC.

Art. 11 - RESOLUTION OF DISPUTES

All disputes arising between CreaCollect and the Author with respect to this Agreement are subject to the jurisdiction of the High Court of Justice in London. This Agreement is governed by and construed in accordance with the Law of England.

Art. 12 - COMMUNICATIONS

CreaCollect will carry out all communications required by this agreement at the addresses indicated in the inscription. The communications sent to CreaCollect should be sent to the company headquarters or to the email address provided each time.

Any variation to this agreement will be communicated via email. If the Author does not accept these changes, she/he will have the possibility to withdraw from the contract pursuant to art. 10 within 90 days of receipt of the notification by the Mandatory, after which the variations are considered to be tacitly accepted.



CreaCollect may transfer, in whole or in part, the rights deriving from this contract to any person, company or entity, provided that such persons assume in writing the corresponding obligations of CreaCollect pursuant to the contract.

This contract is not intended to create, for any reason, partnership or joint venture relationships, work relationships or agency relationships.

The invalidity or non-applicability of any provision of the Contract does not affect the validity or applicability of any other provision contained therein.

The Author

CreaCollect Ltd