



Contract of Service for the commission of performance cloning

Project description Sheet

Parties

This agreement is made between the Parties:

The Artist:

insert

Contact information of the Artist:
(this address will be used for notices, make sure it is kept up to date)

Name of the Contact Person
Email
Postal Address
Phone number 1
Phone number 2 (if applicable)

Preferred method of communication for notices:

- Email
- Mail
- Other: _____

and

The Engager:

Name of the Contact Person
Email
Postal Address

Phone number 1
Phone number 2 (if applicable)

Contact information of the Engager

Name of the Contact Person
Email
Postal Address
Phone number 1
Phone number 2 (if applicable)

Preferred method of communication for notices:

Email

Mail

Other: _____

Artist's Agent (if applicable)

Name of the Contact Person
Email
Postal Address
Phone number 1
Phone number 2 (if applicable)

End Client (if applicable)

Name of the Contact Person
Email
Postal Address
Phone number 1
Phone number 2 (if applicable)

Project

This agreement applies to the project described below.

Description of Project

Insert details about the Project

Description of Artist's services and Contributions

Insert details about the tasks, services or contributions to be completed or performed by the Artists.

Job date and time

Insert details

Location

Insert details

Intended use of the Artist's performance and/or likeness

Describe which parts of the Artist's performance and/or likeness will be subject to performance cloning.

Indicate what technology will be used, and whether the performance cloning will be imitative.

For this project, the following aspects of the Artist's performance and/or likeness will be recorded:

Performance

Face

Body

Voice

Other, describe: _____

For this project, the following aspects of the Artist's performance and/or likeness will be digitally cloned or synthesised:

Performance

Face

Body

Voice

Other, describe: _____

Intended use of the Artist's services and contributions

Insert details about the use and dissemination of the content contributed to and generated with the Artist's Services and Contributions.

Type of media

- *Internal use (within organisation, company or other)*
- *Publication on organisation or company's website*
- *TV*
- *Radio*
- *Online non-paid (B2B)*
- *Online paid*
- *Instore*
- *Public exhibition*
- *Audiobook*
- *Games*
- *Toys*
- *Any cut downs, edits*
- *Commercials*
- *Other communication or marketing campaigns*
- *Social media*
- *Other*

Territories

- *Country or countries, specify: _____*
- *Region or regions, specify: _____*
- *World-wide*

Duration

- *Less than a year*
- *1 year*
- *2 years*
- *3 years*
- *4 years*

- More than 5 years
- Other, specify: _____

First date of usage

dd/mm/yy

Last date of usage

dd/mm/yy

List of materials supplied by the Artist

List and insert details

List of materials (outputs) generated by the Engager

List and insert details

Remuneration for services

Services	Hours/Days /Other	Basic Rate	Total
Insert details	insert	insert	insert
Insert details	insert	insert	insert
Insert details	insert	insert	insert
Insert details	insert	insert	insert
Total			add

Remuneration for rights transfer and usage

	Duration of usage (insert date range)	Geographic range of usage	Digital range of usage	Anticipated revenues from commercial exploitation	Proportionate remuneration
Right to consent to recording the performance(s)					Sub-total
Performance 1					£ insert
Performance 2					£ insert
Performance 3					£ insert
Right to use and reproduce the performance(s)					
Performance 1					£ insert
Performance 2					£ insert
Performance 3					£ insert
Right to record the Artist's likeness(es)					
Voice					£ insert
Face					£ insert
Body					£ insert
Face and Body					£ insert
Right to use and reproduce the Artist's likeness(es)					sub-total
Likeness in Voice					£ insert
Likeness in Face					£ insert

Likeness in Body					£ insert
Right to collect and process personal data					£ insert
Right to use and reproduce recordings (supplied by the Artist)					Sub-total
Recording 1					£ insert
Recording 2					£ insert
Recording 3					£ insert
Moral rights					sub-total
Rights of attribution and against false attribution					£ insert
Right of integrity					£ insert
Right of withdrawal					£ insert
Right of first publication					£ insert
Total remuneration for the consent to synthesise and usage					
Engagers's expected engagement with the synthetic media					
Engagers's expected for revenues generated by the synthetic media					
First date of usage					dd/mm/yy y
Last date of usage					dd/mm/yy y
Frequency of reporting on usage, engagement and revenue generated by the synthetic media agreed by the parties: [monthly/quarterly/bi-annually/annually/or Other]					

Dates of reporting on usage, engagement and revenues generated by the synthetic media agreed by the parties: [insert dates]	
Dates of review for contract adjustment purposes	dd/mm/yyyy y
<i>insert/delete as appropriate</i>	dd/mm/yyyy y
<i>insert/delete as appropriate</i>	dd/mm/yyyy y
<i>insert/delete as appropriate</i>	dd/mm/yyyy y
<p>The Engager will provide reports on usage, engagement and revenues generated by the synthetic media will be done in writing by:</p> <ul style="list-style-type: none"> • Email • By post • Other: _____ 	

Payment terms for services

Remuneration for services is payable [insert details]

Payment terms for rights transfer and usage

Remuneration for usage of the Artist's Contributions and licensing of the rights is payable [insert details]

In reference to Clause 3.4, indicate any factor to take into consideration when assessing the fairness of the remuneration for usage of the Artist' Contributions other than those already listed in the Agreement

The parties agree that this Project Description Sheet shall be governed by the Terms and Conditions for the commission of performance cloning included below.

Signatures

Artist's name:

Name of person authorised
to act for and on behalf of the Artist:

Artist's signature:

(Or signature of person to act for and on
behalf of)

Date:

Engager's name:

Name of person authorised
to act for and on behalf of Engager:

Engager's signature:

(Or signature of person to act for and on behalf
of)

Date:

Terms and conditions for the commission of performance cloning

Background

Purpose of this agreement

The Engager wishes to commission the Artist for the purpose of performance cloning with Artificial Intelligence systems or equivalent technology.

The parties have described the project in the Project Description Sheet which may be amended from time to time to reflect new projects.

The Project Description Sheet shall be governed by these terms and conditions.

The parties enter into this agreement and intend to fulfil their obligations in good faith. The parties confirm the information supplied is accurate.

Definitions

Affiliates refers to their affiliates, associated, subsidiaries, successors or their assignees of the Engager or the End Client.

Agreement refers to the Project Description Sheet or Sheets and these Terms and Conditions
Artificial Intelligence systems or "**AI systems**" or AI refers to present and future machine learning technology and other forms of algorithm-based technology capable of completing complex tasks relevant to performance cloning. The phrase includes other forms of machine-generated content similar or equivalent to artificial intelligence systems.

Artist is the person identified in Project Description Sheet.

Body refers to the Artist's body, understood as their physical structure and its silhouette and embodiment, in movement or still, pre-recorded or live.

Contributions include but may not be limited to the Artist's Performance, Voice, Face, Body, Recordings such as sound recordings, films or photographs, other content protected by copyright or related rights, as well as personal data.

Copyright content refers to any other materials which may carry copyright or similar rights.

Engager is the person or organisation identified in Project Description Sheet.

Face refers to Artist's head from the forehead to the chin, including but not limited to the ears, neck and the back of the head.

First usage is the date indicated in the Project Description Sheet.

Fixation, or fixing refers to the recording of the Artist's performance, likeness, voice and/or body in material form or broadcast.

GDPR refers to General Data Protection Regulations.

Imitative synthetisation means the same as 'performance cloning'.

Likeness refers to the appearance of the Artist, including but not limited to their physical appearance, embodiment, silhouette and voice, any representation thereof, pre-recorded or live.

Materials refers to the content provided by the Engager and approved by the Artist for use by the Engager or End Client.

Non-imitative synthetisation means the same as performance cloning without the intention or effect of imitating the Artist's likeness, face or voice

Parties are the Artist and the Engager, and party refers to either the Artist or the Engager

Performance refers to any interpretation, delivery, declamation or any forms of embodiment of a literary, dramatic, musical or artistic content and improvisations by the Artist.

Performance cloning refers to the machine-generated digital representation of any part of the Artist's performance, likeness, voice or body in any format (sound, image, audiovisual) using live or pre-recorded materials using any technology. Performance cloning can be imitative and non-imitative of the Artist' performance, likeness, voice or body.

Personal data refers to the Artist's personal data defined as such by the law, and/or that can otherwise be regarded as identifiable or sensitive information, including but not limited to the Artist's biographical information, performance, likeness, voice and body.

Recordings refers to sound recordings, films and photographs or any medium capable of capturing the Artist' Performance, Likeness, Voice, Face or Body or other content relevant to the collaboration between the parties for the purpose of this Agreement

Remuneration refers to the payment received by the Artist for the provision of the Services and the exploitation of the Artist's Contributions by the Engager or/and End Client, and rights vested in them, pursuant to this Agreement.

Reproduction refers to copy or copies of any part and with any means, including literal and non-literal copies.

Rights refers to any rights that may exist, arise or be vested in the Artist's Contributions. Rights may include but are not limited to copyright, performers' rights, moral rights, equitable remuneration rights, personal data protection rights, unfair competition, publicity rights, image rights, personality rights, trademarks and other statutory or contractual rights.

Synthetisation refers to the same as 'performance cloning' in this Agreement.

Third parties refer to persons not party to this Agreement, other than the End Client.

Usage refers to the use, including but not limited to, the commercial exploitation of the Artist's Contributions and the rights vested in them pursuant to this Agreement

Voice refers to the sound produced by and sounding like the Artist, including but not limited to the Artist's speaking or performing voice, pre-recorded or live.

1| Consent

1.1. Consent to fix the Artist's performance

1.1.1. The parties agree the Artist has the right to consent to the fixation of their performance or performances by others, in exchange for fair remuneration.

1.1.2. The Artist consents to the fixation of their performance by the Engager for the scope and purpose set out in the Project Description Sheet.

1.2. Consent to fix the Artist's likeness

1.2.1. The parties agree the Artist has the right to fix their likeness by others, in exchange for fair remuneration.

1.2.1. The Artist consents to the fixation of their likeness by the Engager for the scope and purpose set out in Project Description Sheet.

1.3. Consent for personal data to be collected and processed for purposes directly connected to this agreement

1.3.1. The Parties agree that the Artist's contributions contain personal and sensitive data.

1.3.2. The Engager commits to collecting and processing the Artist's personal data in accordance with the appropriate regulations, including but not limited to the Data Protection Act 2021 and the EU General Data Protection Regulation 2016, both as amended and interpreted by the relevant courts.

1.3.3. The Engager commits to limit data collection and processing to the purposes described in the Project Description Sheet and maintain the accuracy and safety of the data.

1.3.4. The Engager agrees the Artist has a right to erasure with regards to their personal data, and nothing in this Agreement limits the reasonable exercise of this right by the Artist.

1.4. Consent to use the recordings made by the Artist

[User instructions: this paragraph applies if the Artist supplies the Engager with their own recordings (image, sound or audiovisual) of their performance(s), likeness and other personal data for the purpose of this agreement. For example, the Artist records their performance at their personal studio and provides the recording to the Engager, the Artist will licence the rights in the sound recording so the Engager can use it. This licensing of rights is separate from the licensing of rights in the Artist's performance, likeness or voice.]

1.4.1. The parties agree the Artist owns copyright and other rights in the recordings fixing their performance, likeness, voice and other personal data, which they have supplied to the Client for the purpose of their collaboration under the terms of this agreement.

1.4.2. The Artist grants the Engager a licence for the copyright and other applicable rights contained in these recordings. This licence is personal, non-exclusive, limited to the duration of exploitation agreed by the parties in this agreement, limited to the Contributions, geographic areas, and digital environments listed in the Project description Sheet. This licence is granted on the condition of receiving fair and proportionate remuneration as defined in this Agreement under 3.2, 3.3, 3.4, and 3.5. This licence excludes the use of the Artist's Contributions after their death.

1.5. Consent to use and reproduce the Artist's Contributions for performance cloning with digital technologies, machine learning systems or equivalent means

1.5.1. The parties agree the Artist has the right to consent to their Contributions being used and reproduced for the purpose of performance cloning with digital technologies, machine learning systems or equivalent means.

1.5.2. This right applies regardless of the nature, format, media or language of the content capturing or using the performances, voices or likeness of the Artist.

1.5.3. This right applies whether the performance cloning is imitative and non-imitative of the Artist's performance, likeness or voice.

1.5.4. This right is recognised in perpetuity, as such the right can be exercised by the heirs, successors or estate of the Artist in the event of their death.

1.5.5. This right applies to past, current and future performances, likeness and voices published or unpublished. This right cannot be assigned or waived.

1.5.6. The Artist grants the Engager a licence to use and reproduce their Contributions for the purpose of performance cloning with digital technologies, machine learning systems or equivalent means. The licence is defined under 3.2, 3.3, 3.4, and 3.5 of this Agreement.

2 | Licensing terms for use and reproduction of the Artist's Contributions

2.1. The Artist grants a licence to the Engager for the use and reproduction of the Contributions which may include the Artist's performance, likeness, recordings, other copyright content, and personal data.

2.2. The licence is :

- (a) **Personal**
- (b) **Non-exclusive**
- (c) **Limited to the purposes and commercial applications** described in the Project description Sheet
- (d) **Limited to the duration of exploitation** agreed by the Parties in the Project Description Sheet
- (e) **Limited to the Contributions** in the Project Description Sheet
- (f) **Limited to the geographic areas and digital environments** described in the Project Description Sheet
- (g) **Granted on the condition of receiving fair and proportionate remuneration** as defined in this agreement
- (h) **Excludes use of the Artist's Contributions after their death**

2.3. The Engager may not transfer this licence or its benefits to the End Client or a third party without the express and written consent of the Artist. If transferred, the obligations of this licence may not be severed.

2.4. The reuse, reproduction, re-cloning or re-synthesisation of the Artist's Contributions by the Engager, the Engager's partners or other third parties is excluded from the scope of this agreement.

2.5. This licence does not allow the Engager to grant others the right or permission to re-synthesise the Artist's performance, likeness, or personal data using the content generated by the Engager.

2.6. If the Engager or End Client gains any ownership or benefits from the use of the rights licensed under this Agreement, whether by law or other means, the Engager is responsible for holding these in trust for the Artist. The Artist has the right to request the immediate and

unconditional assignment of any such ownership, benefits, or associated goodwill, free of charge and with full title guarantee, for the entire duration of the relevant rights. The Engager must also complete all necessary actions and transfer of titles to confirm the assignment.

3 | Remuneration

3.1. The Parties recognises that the Artist is entitled to fair remuneration for their Services.

3.2. Additionally, the Parties recognises that the Artist is also entitled to fair remuneration proportionate to the exploitation of their Contributions by the Engager and/or the End Client whichever amount is higher.

3.3. Exploitation refers to the direct and indirect revenues generated by the Engager and their Affiliates through any use of the Artist's Contributions.

3.4. The remuneration is deemed fair and proportionate if it is commensurate to:

- (a) the level and scope of the right transferred to the Engager or End Client
- (b) the usage of the rights by the Engager, End Client and their Affiliates
- (c) the gross revenues generated by the exploitation of their performances, voices and likeness by the Engager, End Client and their Affiliates.
- (d) Or other factors relevant to the parties' collaboration under this agreement, as described in Project Description Sheet.

3.5. The remuneration can be agreed as a lump where mutually agreed by the Parties, provided the lump sum remains proportionate to the exploitation of the Artist's Contributions and is adjusted by the parties accordingly if necessary.

4 | Transparency on usage and revenues generated

4.1. The Engager or the End Client have the option to use the Artist's Contributions within according to the usage mutually agreed by the parties in this agreement. Usage by the Engager or End User is not mandatory. If the Engager or the End client use the Artist's Contributions, they must inform the Artist before the First Usage Date.

4.2. The Engager agrees to provide a detailed, accurate and comprehensive account for the exploitation of the Artist's contributions at the frequency indicated in Project description Sheet.

4.3. The Engager agrees to provide these accounts in writing in the format and at the frequency indicated in the Project Description Sheet.

4.4. The Engager agrees to request from their Affiliates detailed, accurate and comprehensive information on their exploitation of the Artist's Contributions.

4.5. The Engager has the right to request further or updated information on the exploitation of their Contributions (in their original or synthetic versions) by the Engager.

5 | Contract adjustment mechanisms

5.1. If the commercial exploitation of the Artist's Contributions significantly exceeds [or insert percentage, eg. 10%, 15%, 25% etc] what the Parties anticipated at the time this agreement was made, the Parties agree to adjust its terms so that the remuneration received by the Artist is fair and proportionate.

5.2. The parties agree to review and adjust the remuneration terms of this agreement on the dates identified in the Project Description Sheet.

6 | Moral rights

6.1. The Parties agree that the Artist has the right:

- (a) to be attributed for the use or synthesis of their Contributions
- (b) to object to any treatment of their Contributions in their authentic or synthetic versions which would be prejudicial to their honour, reputation or the perception of their work by others
- (c) to withdraw their Contributions in their authentic or synthetic versions
- (d) to consent to the first publication of their Contributions in their authentic or synthetic versions

6.2. The Artist asserts their moral rights.

6.3. The Artist may consent to waive their moral rights in exchange of fair and appropriate remuneration for each right waived per the Project Description Sheet.

7 | Artist's other obligations

7.1. The Engager and the Artist may produce Project Description Sheets to detail the terms of the Services and Contributions provided by the Artist. Once both parties agree to the Project Description Sheet in writing, these Terms and Conditions shall apply to the project.

7.2. If the Artist sends a Project Description Sheet and they start working on the Services, the Project Outline is considered agreed upon by both parties.

7.3. The Artist is obligated to :

- (a) work with the Engager and any third-party collaborators involved in the delivery of the Artist's Services or Contributions, in a reasonable manner;
- (b) provide the Services or Contributions to the best of their abilities, applying reasonable care and skill;
- (c) adhere to any agreed-upon deadlines for the Services and Contributions stated in the Project Description Sheet or otherwise agreed in writing, unless prevented by factors outside their control or caused by the Engager;
- (d) provide Services and Contributions in accordance with the Project Description Sheet, if applicable.

7.4. If the Artist becomes aware that they may be unable to perform the Services as described in this Agreement, they must notify the Engager in writing promptly. The Artist must also inform the Engager of any developments that could have a significant impact on their ability to provide the Services described in this Agreement.

7.5. The Artist shall comply with any rules of the Location or other locations where they provide the Services, provided that the rules are reasonable, proportionate, and have been communicated to the Artist beforehand.

7.6. If the Artist provides Services from their personal studio, they must ensure that the facilities are adequately equipped to provide the Services and Contributions in accordance with the Project Description Sheet.

7.7. The Engager must send the Artist a draft of the Materials for approval before the recording of the Artist's performance, likeness, voice or Contributions, or their distribution, broadcast, and/or publication. The Artist must make a reasonable effort to provide timely approval of the Materials and cannot unreasonably withhold approval. If the Artist does not respond to a request for approval, the Engager cannot assume that approval has been given.

8| Engagers' other obligations

8.1. The Engager is obligated to:

- (a) provide the Artist with any necessary materials in a professional and timely manner, including scripts required to provide the Services or Contributions.
- (b) ensure that the Location (to the exclusion of the Artist's personal studio) is adequately equipped for the Services and Contributions and available at the time specified in the Project Description Sheet.
- (c) comply with all applicable laws regarding the Materials and ensure that the Materials also comply with such laws

- (d) obtain appropriate insurance as reasonably required for the provision of Services and Contributions at the Location.

9 | Tentative booking

9.1. When the Engager tentatively reserves a date or dates for the Artist, also known as “pencilling in” or “tentative booking”, the Engager promises to make every effort to either confirm the date in writing or confirm that the Artist is no longer needed for that date as soon as possible.

9.2. If the Artist receives another request for their services on the date of a tentative booking, the Artist must notify the Engager and request the confirmation or removal of the tentative booking. If the Artist does not receive a response within the timeframe they have been notified (or within 5 working days if no timeframe is given), they may assume that the tentative booking is not confirmed. The Artist may accept other bookings that conflict with the tentative reservation involved.

9.3. If the Engager has not confirmed or released the tentative booking date within 24 hours of the Job Date, the entire booking will be considered confirmed, and the Engager will be responsible for paying the remuneration for the Services outlined in the Project Description Sheet appropriate for the time booked at hand.

10 | Payment terms

10.1. The Payment Terms in the Project Description Sheet specify how the Engager will pay the Artist’s remuneration

10.2. Any Expenses incurred by the Artist in relation to the Services or Contributions will be reimbursed by the Engager as long as the expenses have been pre-approved.

10.3. Sums paid by the Engager for the remuneration for Services or usage and licensing of the Contribution cannot be refunded. The Engager will be responsible for paying any applicable value added tax.

10.4. The Artist is responsible for making all necessary deductions from payments received and for paying any relevant taxes or contributions required by law.

10.5. If there is a delay in payment of sums due for the Artist’s remuneration, the Artist can charge interest on overdue invoices. If the Engager does not pay the sums due within 14 days of receiving written notice, the Artist may choose to revoke the consent, licences and

permissions granted under this Agreement. This does not affect the Artist's right to terminate the Agreement provided under 13.1-13.4. If the Engager continues to use the Contributions in such circumstances, they will be infringing the Artist's rights.

11 | Warranties

11.1. The Artist confirms that:

- (a) the Artist is over 18 years old;
- (b) the Artist has the authority and ability to engage in this Agreement and to transfer, offer and/or authorise (as appropriate) the rights outlined in this Agreement to the Engager and the End Client (or to obtain such transfer, offer or authorisation as appropriate);
- (c) the Artist is in a condition of health that allows them to fulfil their duties under this Agreement; and,
- (d) if the Artist is required to travel overseas as part of the Services, the Artist possesses a valid passport and no restrictions that would impede the Artist from travelling as stated in this Agreement.

11.2. The Engager confirms that:

- (a) The Engager has the authority and ability to engage in this Agreement.
- (b) When applicable, the Engager will ensure that the End Client abides by all the Engager's responsibilities outlined in this Agreement.
- (c) The resources furnished by or on behalf of the Engager for use by the Artist in connection with the Services (including any scripts or briefs) will not violate any third-party rights (including any intellectual property rights) or contradict any applicable law. The Engager will guarantee (or arrange for the End Client to guarantee) that all materials adhere to applicable laws, which may include necessary disclaimers, legal lines, or other modifications to meet Applicable Laws.

11.3. The Engager shall indemnify the Artist from any harm, financial loss, fees, fines, or liabilities that may arise from the Artist's provision of the Services or Contributions per this Agreement. The Engager shall also indemnify the Artist for any harm or loss subsequent to Engager's breach or violation of their obligations under this agreement.

12 | Confidentiality

12.1. The parties recognize they might receive Confidential Information related to the other party, the end client, or this Agreement, during the course of their collaboration. The parties agree to keep this information confidential.

12.2. The parties agree that Confidential Information refers to any information relating to a party or the End Client which is identified as confidential, or would reasonably be deemed confidential. Confidential Information includes but is not limited to: the terms of this Agreement; the fees and remuneration agreed in this Agreement, and contributions or materials produced by the Artist, the Engager or the End Client before their first usage and/or publication

12.3. The parties agree to not disclose the provisions of this agreement, or any Confidential Information to any other person.

12.4. The parties agree not to use any Confidential Information for any other purpose other than the performance of their obligations or exercise of their right under this Agreement.

12.5. The parties may share Confidential Information related to this Agreement with the following specified persons :

- (a) The End Client
- (b) Employees of the Artists or Engager
- (c) Professional advisers appointed by the Artist or the Engager
- (d) Governmental authorities, bodies or other organisations acting on behalf or for the account of the government

12.6. Should a party disclose confidential information to a specified person, the party will ensure that disclosure is necessary for the purposes of the Agreement or required by law. The party will take all reasonable precautions to ensure that the person who receives the confidential information maintains confidentiality except for the purpose disclosure is made.

12.7. Information will no longer be deemed confidential in the following circumstances:

- (a) If the information becomes public knowledge at no fault of the party concerned;
- (b) If the party concerned can demonstrate to the satisfaction of the other Party that the recipient knew about the information before it was disclosed to them.

12.8. Upon request by either party, the other party must promptly return all materials and information containing Confidential Information, as well as any copies or duplicates that they may have under their control or in their possession.

13 | Termination

13.1. The Artist or the Engager can terminate this Agreement on written notice under the following circumstances:

- (a) The Engager or the Artist commits a serious or persistent breach of their obligations under this Agreement and fails to remedy such breach within 5 days after being required in writing to do so

- (b) The Engager or the Artist is guilty of any fraud or dishonesty
- (c) The Engager or the End Client fails to pay Remuneration by the due date
- (d) The Artist becomes unable to perform their obligations under this Agreement due to illness, incapacity or death

13.2. The termination of this Agreement also terminates all rights transfers, licences, consents or permissions given by the Artist to the Engager or End Client.

13.3. All use of the Artist's Contributions, Performances or Likeness in their original or synthetic versions by the Engager or the End Client shall stop upon termination of this Agreement.

13.4. The termination of this Agreement will not impact, disrupt or negate the rights accrued by the parties under this Agreement up to the date of termination.

14 | Notices

14.1. The Party shall serve any notices under this Agreement in writing. Notices may be served at the preferred method specified in the Project Description Sheet and by registered mail to the address of the receiving Party.

14.1. Notices shall be deemed received

- (a) 48-hour after receipt by the receiving Party if the notice is sent by email or text.
- (b) 48-hour after receipt by the receiving Party if the notice is sent by any other forms of communication specified by the Parties in the Project Description Sheet
- (c) upon signature or reception by the receiving Party if the notice is sent by registered mail.

15 | Force Majeure

15.1. The Artist shall not be held responsible for any delay or inability to carry out their obligations under this Agreement caused by an event of force majeure.

15.2. If an event of force majeure occurs, the parties agree to collaborate in good faith to establish a fair and reasonable extension for the Artist to perform their obligations under this Agreement.

15.3. The parties agree that force majeure refers to acts, events or circumstances beyond the control of the parties including without limitation natural disasters including storms and floods, disease outbreaks, labour strikes, conflicts among industries, internet or transportation network failure, unexpected circumstances like war or terrorism, violent protests, destruction

caused by people, compliance with any applicable laws, accidents, plant or machinery breakdown, environmental hazards including fire, and acts of God.

16 | General

16.1. Interpretation

Unless the circumstances require a different approach, this agreement will be interpreted as follows:

- (a) **headings** are provided solely for reference only and do not have any impact on the interpretation of the Agreement as a whole or any of its sections
- (b) where the Agreement refers to a **specific statute, statutory provision, subordinate legislation, directive or regulation**, it is referring to the version of the relevant text currently in force. This includes any changes made to the statute, statutory provisions or legislation (such as rules, orders, regulations or instruments) that are currently in force under it. This also includes any international treaty amending the relevant text.
- (c) **"writing", "in writing" or "written"** refers to all means of producing words in a readable and permanent format, which includes electronic communications such as emails.
- (d) **"persons" or "person"** refer to natural persons and entities, including but not limited to individuals, partnerships, companies, corporations, unincorporated associations, organisations, governments, states, foundations, and trusts, regardless of whether they possess independent legal personalities.
- (e) **"including"** should be interpreted as "including but not limited to", and any related expressions such as "in particular" should be interpreted in the same manner.
- (f) whenever the term **"party" or "parties"** is mentioned, it refers to the individuals or entities who are parties to this Agreement, including their successors and/or authorised assigns.

16.2. Variation

The Artist or the Engager can modify the terms of the Agreement with the consent of the other party. Any variation must be recorded in writing and signed by, or on behalf of, both parties to be valid.

16.3. Severability

If any part of this Agreement becomes unenforceable due to being invalid or illegal, it will be removed from the Agreement. However, this will not affect the validity, legality, or enforceability of the other provisions that remain in the Agreement.

16.4. Copies and signatures

This agreement can be signed in multiple copies or with electronic signatures, each of which will be considered an original, and all of them together will be treated as a single agreement.

16.5. Nature of the agreement

The parties do not intend to enter into a partnership agreement by virtue of this Agreement. This agreement should not be construed as such.

16.6. Third Parties

The parties understand and accept that the purpose of this Agreement is to provide a benefit to the End Client (identified in the Project Description Sheet). The End Client has the right to enforce the terms of this Agreement in accordance with the Contracts (Rights of Third Parties) Act 1999. However, no other person not a party to this Agreement can enforce any term of this Agreement, except as it is explicitly stated in this Agreement.

16.7. Transfer of this Agreement

A party requires the written consent of the other party to assign this Agreement or any of their respective rights or obligations that arise from it. This Agreement may only be assigned in a manner that the assignor shall remain reliable and responsible for the performance and observance of all the duties and obligations in this Agreement. This Agreement shall be binding upon the successors or permitted assignees and the name of the Artist, Engager and End Client appearing in the documents shall be deemed to include the names of their successors and permitted assignees to the extent necessary to carry out the intent of this Agreement. Any assignment made without complying with this Clause shall be deemed null and void.

16.8. Entire agreement

This document, along with any related documents (including Project Description Sheet), is the complete agreement between the parties. Any previous agreements or discussions related to the subject matter are no longer valid. This Agreement replaces any prior agreements, understandings, or representations made by either party.

17 | Applicable laws

17.1. [England & Wales] [Scotland] [Northern Ireland]

The essence of this agreement is that of mutual trust, confidence, and reliance upon each other to do what is fair and honourable. Notwithstanding, in the event of any dispute, this Agreement will be governed by the laws of [England and Wales; Scotland; Northern Ireland]. Any dispute related to this Agreement (including those that are not related to contracts) will also be governed by these laws.

18 | Dispute resolution

18.1. Mediation

Any dispute relating to this Agreement which cannot be resolved by negotiation between the parties within 15 days of either party giving notice to the other party that a dispute has arisen shall first be submitted to mediation.

Both parties will agree to appoint a mediator or arbitrator to settle their dispute.

If the parties fail to agree on a mediator within 30 days of giving notice or if the parties fail to settle their dispute through mediation within 30 days thereafter, the dispute shall be submitted by any party for final resolution by the courts of [England & Wales, Scotland or Northern Ireland] which courts shall thereafter have exclusive jurisdiction.

18.2. Jurisdiction

If the parties fail to settle their dispute through mediation, they agree to the exclusive jurisdiction of the courts in [England & Wales, Scotland or Northern Ireland] to resolve any conflict related to this Agreement (including non-contractual claims), except for the enforcement of judgments where their jurisdiction will not be exclusive.