AGREEMENT

The following shall constitute a synchronization rights license agreement made and entered into on the below date, by and between:

**The COMPANY**

**Siret #**

**ADDRESS**

**COUNTRY**

Represented by

Hereinafter referred to as the "Publisher",

and

**The COMPANY**

**Siret #**

**ADDRESS**

**COUNTRY**

Represented by

Hereinafter referred to as the "Company".

It is hereby previously understood:

1. The Publisher declares and warrants he is the sole and original Publisher of the exploitation rights of the Composition, hereinafter referred to as the "Composition", which title and beneficiary are mentioned in article 1 hereby.

2. The Company wishes to produce an advertising Film, hereinafter "the Film" for the advertising campaign of "XXXXXXX" entitled "XXXXXXX", of xx seconds length, using the Composition as musical illustration for the Film.

3. Therefore and according to the foregoing, the present parties agree the following:

## ARTICLE I – TITLE OF THE COMPOSITION

The Composition used for the musical illustrating of the Film is:

-Performer:

-Title:

-Author/Composer:

-Publisher:

## ARTICLE II – LENGTH

-Film length:

-Utilisation length of the Composition:

### ARTICLE III – MEDIA

-Television: X

-Radio: X

-Internet site: the Internet site shall be exclusively devoted to "XXX". It is hereby agreed that the present authorization shall exclude any downloading of the Film illustrated by the music hereto and/or any downloading of the sole music. On this behalf the Company warrants the Publisher that all the necessary safety devices have been set up as well as an anti-downloading system.

-Internal communication: X

-Professional shows and advertising festivals: X

**ARTICLE IV – TERRITORY**

4.1 Application Territory for the present agreement.

-According to the terms of the article 6.1 hereto: xxxx including "X"

4.2 Optional Territory:

4.2.1 – 20% (twenty percent) of the amount as set forth in article 6.2:

X

4.2.2. – 30% (thirty percent) of the amount as set forth in article 6.2:

X

4.2.3 – 50% (fifty percent) of the amount as set forth in article 6.2:

X

4.2.4 – 100% (one hundred percent) of the amount as set forth in article 6.2:

X

4.2.5 – 200% (two hundred percent) of the amount as set forth in article 6.2:

X

## ARTICLE V – DURATION

The present agreement is granted for a period of X (X) from the date of the first broadcasting of the Film or advertising in each Territory, with respect to the following:

-The complete broadcasting period on the whole Territory, including the optional Territories, shall not exceed X months from the date of the first broadcasting in the first Territory.

-The broadcasting date in the first Territory shall occur in a minimum of three months from the date of signature of the present agreement.

Any campaign renewal out of the present terms shall not occur without the prior consent and negociations between the Publisher and the Company, with respect that the Publisher has the right to refuse the use of the Composition in a renewed campaign.

**ARTICLE VI – AMOUNT OF RIGHTS**

In return of the present authorization exploitation of the Composition, the Company shall pay the Publisher:

6.1 Regarding the Territory set forth in article 4.1 :

the amount of X Euros (excluded VAT) shall be paid upon signature of the present agreement and upon receipt of the Publisher's invoice

6.1 Regarding the Territory set forth in article 4.2 :

the amount of X Euros (excluded VAT) shall be paid at least fifteen days before the Film broadcasting in the optional Territory and upon receipt of the Publisher's invoice

**ARTICLE** **VII – RESTRICITONS**

7.1- The Company shall not and in any case alter (especially by remixing) the Composition subject to the present agreement. The sole Publisher shall authorize the Company to use the Composition, provided the Company shall not interfere with the Composition in such a way the creators (Authors, Composers and original Publishers) shall be forced to intervene. The Publisher warrants that he has been granted the present authorization on behalf of the moral right of the creators (Authors, Composers and original Publishers). The present authorization granted to the Publisher shall include the elements exclusively known to the Publisher prior to the signature of the present agreement and according to the terms hereto.

7.2- The authorization of using the Composition granted herein, is non exclusive and strictly limited to the exploitation of the Composition as set forth herein. The authorization of the Publisher is previously required for any other use or extension of the conditions set forth herein.

7.3- The authorization of using the Composition is granted herein by the only means of the rights of the Authors, Composers and original Publishers, or their assigns, excluding any other rights that may be claimed by third parties.

On this behalf all the property rights are reserved, especially the following:

-the graphical reproduction rights

-the public performing rights, the mechanical reproduction rights belonging to the beneficiaries (Author-Composer-Publisher), whose administration is performed by SACEM/SDRM or any other authorized administration rights company.

According to the foregoing, the Company shall administrate any rights or other payments due to third parties, especially regarding the use of the Composition master, and warrants the Publisher against any claims from third parties regarding the above.

7.4-The sole payment of the amount set forth in articles 6.1 and 6.2 hereto shall authorize the use of the synchronization rights hereto. Should the amount not be paid, the present agreement shall be null and void.

**ARTICLE** **VIII – OBLIGATIONS OF THE COMPANY**

8.1-The Company shall provide the Publisher with a VHS-NTSC copy of the advertising Film by regular mail within fifteen (15) days before the first broadcasting of the advertising Film in the first Territory.

8.2-The Company shall pay the amount of the rights according to the terms of the article 6 hereto.

8.3-The Company shall communicate the corresponding media plan, by regular mail and/or fax and/or email, within eight (8) days before the first campaign broadcasting in the each Territory.

8.4-The authorization of using the Composition granted herein is strictly personal and shall be granted, transferred or assigned to the present Company only, excluding any other individual or legal entities, except regarding the exploitation of the Film in the terms set forth in the present agreement.

The Company is sole responsible towards (out of respect for) the Publisher of the full perfomance of the present agreement.

8.5-Shall the Company be in default in the performance of any obligation set forth in the present agreement and such default shall not be cured within eight days after receipt of written notice by registered letter, the Publisher shall be entitled to terminate the present agreement without prejudice to any eventual damages.

# ARTICLE IX – ELECTION OF DOMICILE

In order to perform the present agreement and especially the payments and/or notifications as referred to herein, the parties hereby agree to elect domicile at the following addresses :

By the Publisher:

Head office of XXXXXX:

Address

By the Company:

Head office of XXXXXX:

Address

Either party hereto shall notify immediately to the other any address changes that may occur in the course of the perfomance of the present agreement.

###### ARTICLE X – CONFIDENTIALITY CLAUSE

The parties hereby expressly agree to hold in confidence all the terms of the present agreement and shall not and in any case disclose any information regarding the present agreement except in the only case of making the information available to legal and/or administrative and/or taxation authorities or for the purpose of self defense.

The party that shall infringe the present confidentiality clause, shall pay damages to the other party.

## ARTICLE XI – GOVERNING LAW AND FORUM

This Agreement has been entered into, and is to be interpreted in accordance with the laws of France. All disputes out of or in connection with this agreement shall be governed by the laws of France, and shall be finally resolved by the sole courts of Paris, France.

Signed in XXX the xxxx, in two originals

**The Company, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**The Publisher, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**