

AGREEMENT BETWEEN
Enrico Tomat AND World Concert Artists Ltd T/A Charlemagne Music Publishing

The following shall constitute an agreement ("Agreement") made on this date hereof between Enrico Tomat, Via Monte Peralba 8, 33100 Udine, Italy ("Writer") and Charlemagne Music Publishing, Riseley House, 4 New Road, Rochester ME1 1BD, UK ("Publisher") with respect to an exclusive publishing agreement between Writer and Publisher ("Agreement").

1. TERM:

The term of this Agreement shall commence on the date of signature hereof and shall continue until either party opts out ("Term"). Either party shall at any time during the Term be entitled to serve twenty-eight (28) days written notice on the other party informing the other party of their wish to opt out and the Term shall expire at the end of such twenty-eight (28) day period.

2. TERRITORY:

The World ("Territory").

3. SCOPE OF AGREEMENT:

(a) Subject Compositions ("SC"):

(i) Subject to those requirements and/or restrictions set forth herein Writer hereby grant to Publisher the exclusive right to administer as music publisher one hundred percent (100%) of Writer's copyright interest in those compositions which Writer have elected by notice in writing to Publisher (which shall include confirmation via Publisher's website or in writing) to grant to Publisher hereunder ("SC(s)"). Publisher shall have the exclusive right to administer the copyrights in the SC(s) for the length of the Term.

(ii) The rights granted to Publisher hereunder shall include the right to register the SC(s) with the PRS and to collect the income arising from the performance of the SC(s).

(b) In the case of co-written compositions Publisher's rights shall only extend to Writer's fractional interest in the SC(s) which Writer shall notify to Publisher in writing.

(c) Publisher and Publisher's foreign subsidiaries, affiliates and licensees shall have for the duration of the Term only and subject to the approvals set out below and in clause 3(d) hereof the fullest possible rights to administer and exploit the SC(s), to print, publish, sell, dramatise, use and license any and all uses of the SC(s), to execute in its own name any and all licences and agreements whatsoever affecting or respecting the SC(s), including but not limited to licenses for mechanical reproduction, public performance, dramatic uses, synchronisation uses and sub-publication, and to license such rights to others, to utilise Writer's name and approved likeness solely in connection with the advertising, publicising and exploitation of the SC(s). Publisher must obtain the written approval of Writer prior to exploiting, licensing, or granting any right in respect the SC(s) in any manner falling outside the scope of the PRS/MCPS blanket licence.

d) Without prejudice to the generality of the approval right in clause 3(c) above, no arrangements, adaptations new or translated lyrics or titles or any other additions or variations to the SC(s) or any constituent element thereof shall be made or authorised by Publisher without having obtained Writer's prior written approval. Publisher will not grant any licence for the use of any of the SC(s) (including without limitation any synchronisation or sample licence) other than a standard mechanical or public performance licence granted via and in accordance with the terms of MCPS/PRS without obtaining Writer's prior written approval.

e) Publisher shall promptly register the SC(s) with all relevant collection societies and associations within the UK and such other countries of the Territory in respect of which

Publisher is aware that the SC(s) (or any of them) has been exploited and shall use reasonable endeavours to collect all monies arising in respect of exploitation of the SC(s) in the Territory during the Term and shall use reasonable endeavours to carry out all other services and duties customarily provided by a music publisher.

4. COLLECTION OF INCOME:

(a) Publisher shall be exclusively entitled to receive and collect all gross monies arising from exploitation of any of the SC(s) prior to (to the extent uncollected) or during the Term including without limitation mechanical royalties, synchronisation fees, dramatic use fees and public performance royalties.

(b) In the event that after expiry or termination of the Term Publisher receive fees and/or royalties derived from the use or exploitation of the SC(s) following expiry of the Term Publisher shall promptly pay all such monies to Writer subject to deduction of a handling fee of ten percent (10%).

5. ROYALTIES / NET INCOME SHARE:

(a) Publisher shall account to Writer in accordance with clause 8 below for fifty percent (50%) of gross income received by or credited (against an advance in which Writer are not entitled to share) to Publisher arising from the SC(s) or any use or exploitation thereof and shall retain the remaining fifty per cent (50%) of such income for Publisher's own account. Gross income shall include without limitation PRS/MCPS royalties (less any society deductions at source) and any monies received by or credited (against an advance in which Writer are not entitled to share) to Publisher from Publisher's exploitations of SC(s) in any other circumstances including without limitation synchronisation, dramatic use fees and mechanical royalties.

6. COLLECTION OF PRIOR PERFORMANCE ROYALTIES:

Writer hereby agrees to allow Publisher to collect all currently uncollected performance royalties owed to Writer from performances for the three (3) years immediately preceding the date of signature hereof (or such longer period that PRS or any other collection society permits Publisher to collect prior performance royalties for) and any such monies so received shall be deemed to be gross income for the purposes of accounting to Writer in accordance with clause 5(a) above.

7. COLLECTION OF MECHANICAL ROYALTIES:

Mechanical royalties for the SC(s) for the United Kingdom may be collectible collected directly by Publisher (or any collection agent which may be designated by Publisher so long as Publisher solely bears all deductions made by such collection agent without detriment to the Writer) or the publisher themselves.

8. SYNCHRONISATION:

(a) In addition to the rights granted hereunder in respect of the SC(s) Writer hereby grant to Publisher the non-exclusive right to solicit, procure and enter into synchronisation licences in respect of the SC(s) and (subject to the rights of any third party record label) in any masters owned and/or controlled by Writer which embody the SC(s).

(b) Publisher shall obtain Writer's prior written approval over any proposed synchronisation licences and the commercial terms thereof.

(c) Notwithstanding anything to the contrary contained herein in respect of any synchronisation licences which have been procured by Publisher and approved by Writer in writing, Publisher shall be entitled to retain fifty percent (50%) of the net receipts (i.e.: gross

rights, copyrights and rights of privacy. Save as set out herein Writer warrants and represent that the rights granted herein are free and clear of any claims, demands, liens or encumbrances. Writer acknowledges that Publisher has the right to administer and publish compositions other than Writer's SC(s).

(b) Publisher hereby warrants and represents that:-

- (i) all of its licensing (and/or collection and/or agency) arrangements (with its licensees and/or agents and/or collection agencies) will be on a bona fide arm's length terms and will not be operated or constructed in any manner that would artificially reduce the royalties or fees payable to Writer hereunder;
 - (ii) it shall use its reasonable endeavours to receive all sums due to it from its licensees hereunder promptly and in full and Publisher further warrants that such sums will be received directly by it in the United Kingdom and that all licensees will account to the Publisher no less frequently than twice in each year; and
 - (iii) Publisher shall use reasonable endeavours to exploit the SC(s).
- (c) The parties hereto shall execute any further documents and do all acts reasonably necessary to fully effectuate the terms and provisions of this Agreement.

12. INDEMNIFICATION:

Both Publisher and Writer agree to and do hereby indemnify, save and hold each other harmless of and from any and all loss and damage (including reasonable third party legal fees) arising out of or in connection with any claim by any one or more third parties or any act by each other which is inconsistent with any of the warranties, representations, and/or agreements made by each party herein, and agrees to reimburse each other on written demand for any payment made by either party at any time with respect to any liability or claim to which the foregoing indemnity applies SAVE THAT such indemnity shall be limited to such sums incurred pursuant to the adverse judgment of a court of competent jurisdiction or a settlement approved in writing by the indemnifying party. Pending the determination of any claim involving such alleged breach or failure Publisher may withhold for a maximum period of six (6) months sums due to Writer hereunder in an amount reasonably consistent with Publisher's likely liability under such claim for which Writer would be responsible.

13. CURE OF BREACH:

Neither party will be deemed in breach unless the other party gives written notice of such breach and the notified party fails to cure the breach (if capable of remedy) within twenty-eight (28) days after receiving notice provided, that if the alleged breach does not involve a payment of money and is of such a nature that it cannot be completely cured within twenty-eight (28) days, the notified party will not be deemed to be in breach if the notified party commences the curing of the alleged breach within such thirty-day period and proceeds to complete the curing thereof with due diligence within a reasonable time thereafter. All payments required to be made by Publisher hereunder shall be subject to any rights and/or remedies which may otherwise be available to Publisher in the event of a breach of this Agreement on Writer's part not cured in the manner prescribed above, and to any withholding which may be required by the rules and regulations of any taxing jurisdiction having authority.

14. NOTICES and CONSENTS:

(a) Notices shall be in writing and may be sent by registered or certified mail (return receipt requested) postage, prepaid to Writer and to Publisher at the addresses set out above (until written notice of a new address shall be duly given). All notices shall be deemed duly received two (2) working days following the date posted.



income less any bona fide arm's length direct third party out of pocket costs incurred by Publisher in connection with the procurement and execution of the synchronisation licence in question) for Publisher's own account and shall account to Writer for the remaining fifty percent (50%) of such net receipts. For the avoidance of doubt Publisher's share of net receipts as set out in this sub-clause 8(c) shall be in lieu of the share of gross monies Publisher is entitled to retain in accordance with clause 5 hereof.

9. ACCOUNTING:

Statements as to royalties payable hereunder shall be calculated and sent by Publisher to Writer quarterly together with payment of all sums due.

- a) No royalties shall be payable to Writer until payment of the relevant monies has been received by Publisher or credited to Publisher's account.
- b) Royalties received or credited to Publisher's account arising outside of the United Kingdom shall be computed in the national currency in which Publisher is paid by Publisher's licensees, shall be credited to Writer's royalty account hereunder at the same rate of exchange as Publisher is paid, and shall be proportionately subject to any transfer or comparable taxes which may be imposed upon Publisher's receipts. Publisher agrees to lend Writer all reasonable assistance so as to enable Writer to recover (if possible) any sums which have been withheld from royalties payable to Writer. If Publisher receives a tax credit which it is able to use in respect of the tax withheld from Writer, Publisher shall credit to Writer royalty account an amount equal to Writer's pro-rata share of such tax credit.
- c) Publisher shall maintain full and accurate books and records relating to its exploitation of the SC(s). Writer shall have the right to engage a chartered accountant to inspect Publisher's books and records relating to exploitation of the SC(s) no more than once per calendar year at Publisher's place of business upon not less than thirty (30) days prior written notice.

10. RIGHT TO PROSECUTE CLAIMS:

During the Term Publisher shall have the sole right (but not the obligation) in full consultation with Writer and at Publisher's sole expense to prosecute, defend, settle and comprise all suits and actions respecting the SC(s) and generally to do and perform all things reasonably necessary concerning to prevent and restrain the infringement of copyrights or other rights relating to the SC(s). In the event of the recovery by Publisher of any monies as a result of a judgment or settlement such monies shall be divided between Writer and Publisher in the same shares as provided in clause 5 above after first deducting Publisher's actual out of pocket third party expenses of obtaining said monies including but not limited to legal fees and after paying any necessary share thereof to any other song-Writer to whom a share of such monies are due. Writer shall have the right to provide counsel for himself at Writer's own sole expense to reasonably assist in any such matter. Any judgments against Publisher and any settlements by Publisher of claims against Writer in respect of any of the SC(s) and any costs and expenses (including legal fees) shall be covered by the indemnity provisions of clause 12 hereof and Writer's indemnity payment there under shall be paid to Publisher promptly upon demand and may alternatively be recouped by Publisher from any and all sums that may become due to Writer hereunder.

11. WARRANTIES and REPRESENTATIONS:

(a) Writer hereby warrant and represent that they have the right to enter into this Agreement and to grant to Publisher any rights granted herein, and that the exercise by Publisher of any and all rights with respect to the SC(s) will not violate or infringe upon any common law or statutory rights of any person, firm or corporation including without limitation contractual

