

**General Terms and Conditions
VOCALKITCHEN**

1. DEFINITIONS

Vocalkitchen	Vocalkitchen B.V. is a limited liability company with its registered address at Leverkruidweg 10 at (1508 WP) Zaandam, The Netherlands, registered at the Dutch Chamber of Commerce under number 71303693
Acapella Agreement	See Topline The agreement between You and Vocalkitchen is comprised of 1) a specific Vocalkitchen Contract and 2) these terms and conditions and 3) all relevant annexes to the aforementioned documents such as a Title Agreement
Author(s)	Composer(s) and/or lyricist(s) or the individual creating a Work
Catalogue	The Vocalkitchen catalogue containing Works
Composition	Musical composition with or without lyrics
Copyright	Copyright is the exclusive right of the maker of a literary, scientific or artistic work or his successors in title to make the work public and to reproduce it, subject to the limitations laid down by law
CRO	National and/or international collective rights management organization such as BUMA, Stemra, Gema, Sabam, Playright, PPL, PRS, Soundexchange, Stim
Customer	The customer of Vocalkitchen including but not limited to an artist, DJ, publisher, label or other individual or company wishing to obtain a Work including but not limited to a Topline and/or Demo from the Vocalkitchen catalogue or a custom written Topline
Deal Memo	A short form agreement containing the material terms of the Agreement
Demo	A recording of a Topline with a musical (i.e. but not limited to piano and/or guitar) accompaniment
Draft	A recording of a Topline with musical accompaniment (instrumental track) provided by the Customer subject to specific terms and conditions
Exploitation Period	Period during which Works can be exploited by Vocalkitchen, starting from the Effective date defined in the Agreement
Flat Fee	The one-time lump sum paid to the Vocalist as compensation of the delivered vocal services not including a Rights transfer or a Rights buy out.
Force Majeure	Any event entirely beyond the reasonable control of Vocalkitchen including without limitation, war, flood, fire, earthquake, strike, explosion, accident; threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, byelaws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Vocalkitchen, You or a third party ruling or action of any labour union or trade body association affecting Vocalkitchen, You or the music audio post production industry); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery or any other events beyond the control of Vocalkitchen
Guide Track (Instrumental) Track	A musical accompaniment and/or instrumental production supporting a Topline (part of an) Instrumental composition
Master	Any digital and/or physical carrier embodying a Recording of a Work, mixed and mastered intended for a public release

Music Publishing Company	A (music publishing) company which effectively and fully engages in the activities of music publishing and fulfils all tasks of a music publisher such as promotion, administration and exploitation of copyright(s) and Vocalist has entered into a publishing agreement with the aforementioned company pertaining Vocalist's Works.
Neighbouring Rights	The exclusive right of among others a performer, phonogram producers to publish and/or reproduce a Recording
Partner	Any third party supplying a Work to Vocalkitchen
Privacy Policy	Vocalkitchen 's privacy policy
Producer	(music) producer
Production	A Work created by a Producer incorporating the Topline in a(n) (instrumental) Track
Project	The vocal project including but not limited to technical and creative requirements for one (1) Topline and/or Demo as discussed with the Customer
Recording	an audio and/or video recording of a performance of a Work as raw or mixed audio files and/or video files
Recording media	All digital and physical carriers of audio files among others limitation tapes, computer discs, hard discs, drives and devices intended to store Recordings
Referrer	Partner or Vocalist contracted by Vocalkitchen who refers a new vocalist to Vocalkitchen
Referree	A vocalist introduced to Vocalkitchen by another Vocalkitchen contracted party
Release	A public release by a record label, an independent release and/or a Work containing the Topline or any other publication and reproduction of a Master, Track, Title containing the Topline
Rights	All present and future intellectual property rights which can be exercised at any time including but not limited to copyrights, neighbouring and related rights, moral rights, portrait rights in the world, vested in a Work, Recording, Master, Title, Track, instrumental music production, composition, voice over, arrangement and performance(s) thereof in the Territory
Services	All services rendered by Vocalkitchen among others fully procured (custom) Toplines and/or Drafts and/or Demos, vocal production, recording, mixing, music production, master classes, pitching compositions, work on spec, publishing services, label services, label pitching services, A&R services, making available the Catalogue to Customers, Songwriting, negotiating and closing agreements
Session Footage	All video materials recorded or gathered during a session
Session Musician	(Instrumental) performer who is requested to perform a Work in whole or in part, or to create demos, guide tracks or other performances.
Stems	Bounced audio files containing a Recording
Term	Duration of the Agreement
Terms and Conditions	These terms and conditions
Territory	The world
Topline	A Work containing a vocal melody with lyrics in any musical style/genre and/or a recorded Acapella performance of the vocal melody with lyric in any musical style/genre written to an instrumental track or as a stand-alone vocal with the intention to be included and used in a Master
Topline Business	All activities pertaining a Vocalist's Topline, including but not limited to pitching, promoting, negotiating and selling of Toplines
Title	A single Master
Track	A single Recording
Vocalkitchen Contract	An agreement containing specific terms and conditions of a specific service delivered by Vocalkitchen, including but not limited to a partner agreement, publishing agreement, purchase agreement,

	exclusive songwriter agreement, vocal agreement, Travel & Stay agreement, Title Agreement, Exclusive A&R Services Agreement, Non-exclusive A&R Services Agreement, Exclusive Songwriter Agreement, Exclusive Copyright as a Service Agreement, Non-exclusive Copyright as a Service Agreement
Vocal agreement	Agreement between Vocalist and Label
Vocalist	Singer and/or songwriter performing and supplying a Topline and/or Demo; or any other third party supplying a Topline and/or Demo; vocal producer
Work(s)	All musical works, compositions and parts thereof including but not limited to songs, improvisations, solo's, other audio(-visual) material and sound-effects (FX), (with or without) lyrics, arrangements, Drafts, Demos, Toplines, a cappella, (instrumental) Tracks, Guide tracks and the performances of the foregoing.
You(r)	The individual or company including but not limited to the Vocalist, Customer referred to in the Agreement.

Abbreviations used in Vocalkitchen Contracts

EARS	Exclusive A&R Services
EMO	Exclusive Master Option Agreement
ETMA	Exclusive Topline Agreement
LOD	Letter of Direction
NEARS	Non-exclusive A&R Services Agreement
NETMA	Non-exclusive Topline Agreement

2. LEGAL INFORMATION

1. These terms and conditions apply to all Services rendered by Vocalkitchen to you and govern the contractual relationship between You and Vocalkitchen under which all Services are delivered. You have accepted these Terms and Conditions and acknowledge to have fully read and fully understood the Agreement. Vocalkitchen explicitly refuses and rejects the applicability of Your own terms and conditions.
2. Vocalkitchen is committed to keep your personal data and information secure. Please read Vocalkitchen 's Privacy Policy, which is applicable to You when using Vocalkitchen 's website, subscribing to newsletters or news updates or mailing lists.
3. Vocalkitchen reserves the right to change, impose new conditions or modify these applicable Terms and Conditions at any time. Such changes, modifications, additions or deletions shall be effective immediately upon notice thereof. You are obliged to periodically review these Terms and Conditions and to comply with the obligations set out in the current version at each moment. Any use of the Services by You after such notice by Vocalkitchen shall be deemed to constitute acceptance by You of such changes, modifications and additions.
4. For questions about the Services and/or these Terms and Conditions, You can contact us at info@vocal.kitchen.

3. AGREED SERVICES

1. Vocalkitchen is an intermediary that brings together creators of Works and customers with the purpose of matching parties to facilitate releases of such Works. Vocalkitchen has in no event influence and/or responsibility and/or liability regarding the commercial value, success or profitability of business opportunities for the parties involved.
2. Vocalkitchen offers a full range of Services as an intermediary, provider, producer and supplier of fully procured Toplines, Demo's and Drafts for professional uses by professional third parties. You bear full and sole responsibility and liability for any information, the completeness and correctness thereof, provided to Vocalkitchen with respect to the Agreement and on which basis the Services are provided to You. Upon submission of Your Topline and/or Demo to Vocalkitchen and/or signing of a specific Vocalkitchen Contract, the Agreement and all obligations thereunder or with respect thereto are final and binding.
3. Vocalkitchen has the right to engage third parties, also on Your behalf, if the specific project requires specialist services. Vocalkitchen will communicate this to You.
4. Vocalkitchen reserves the right to postpone and/or cancel an official release when the Recording provided by the Vocalist and/or Customer does not meet the current music industry quality standard. In mutual agreement with You, Vocalkitchen may arrange for recording, mixing and/or mastering to improve Your Recording and additional

arrangements regarding expenses and/or fees for engineers and studio's will be made with You. You will approve the final Master within 5 days of receipt. Should you fail to approve within the 5 day period, Vocalkitchen may assume the final Master approved. At all times, You will remain solely and fully responsible and liable towards any third parties for any delay and/or changes in the release schedule and/or other plans pertaining the Master

5. Upon written request, Vocalkitchen can coordinate services of third parties including but not limited to recording, mixing and mastering Works for You. You agree and acknowledge that in no event Vocalkitchen will be responsible and liable for the services rendered or the products offered by third parties.

4. PAYMENT, COSTS AND EXPENSES

1. All fees and/or prices stated on the Vocalkitchen Contract shall be customized and exclusive of taxes - including Value Added Tax ("B.T.W." or "VAT"). All transaction fees arising from payment services will be borne by Customer.
2. Upon approval of the final Master and/or delivery of the Stems, You will receive an invoice for the fee and, if applicable, additional costs, expenses or disbursements. Vocalkitchen must receive payment within 14 days from the date of invoice. In the event of non-payment, You are in default without further notice of default being required. Vocalkitchen reserves the right to involve a debt collector in the event of non-payment and to take further legal action.
3. Until full payment is received by Vocalkitchen, Vocalkitchen remains the sole owner or holder of the Recording and/or Master and/or Stems and you are not allowed to use, reproduce and/or publish the Stems, regardless of whether or not the aforementioned audio files are already in Your possession.
4. Vocalkitchen will pay out any offset payments such as Referral fees payments once each calendar year in January to a bank account of Your choosing. Any other monies due to You (such as Flat Fees), Vocalkitchen will pay out in the month following the end of each quarter. You are fully responsible to provide Vocalkitchen with the correct bank account details. Vocalkitchen will not bear any costs and/or consequences of payments made to incorrect bank accounts if these details have been incorrectly provided to Vocalkitchen by You.
5. Vocalkitchen accepts the following methods of payment: bank transfer or PayPal. Payment details and instruction can be found on the invoice.

5. (EARLY) TERMINATION

1. Vocalkitchen reserves the right to immediately terminate the Agreement, at its sole discretion in the event You:
 - a) breach any warranty, representation or guarantee in the Agreement;
 - b) act, behave, comment, speak, write or portray Yourself in a manner which is damaging to the good name and/or reputation of Vocalkitchen;
 - c) do not deliver a Recording after Your Work was pitched to and/or accepted by a Customer during and/or after negotiations by Vocalkitchen
2. Vocalkitchen has the right to early termination, without prejudice to any other rights or remedies available in the event of (i) bankruptcy, (provisional) suspension of payments, insolvency, filing for creditor protection or (ii) if Customer commits illegal, fraudulent or criminal acts or (iii) infringement by You of third party's Rights.
3. At all times and at its sole discretion, Vocalkitchen has the right to terminate the Agreement with You taking into account a notice period of one (1) month.
4. As a consequence of termination of the Agreement, Vocalkitchen retains the right to pitch all Works submitted by Vocalist and/or Partner during the Term of the Agreement. Vocalist and/or Partner remain(s) free to pitch all new Works created after the termination of the Agreement.

6. VOCALIST'S OR PARTNER'S RIGHTS AND OBLIGATIONS

1. Upon signing an Agreement with Vocalkitchen, Vocalist and/or a representative of Vocalist, or Partner warrants it will not contact Customer directly to pitch, license or sell a Topline. It is Vocalists sole responsibility to inform his/her team including but not limited to managers that Vocalkitchen is pitching Vocalist's Toplines and/or Demos on his/her behalf as to avoid that conflicting agreements are entered into. Vocalist will fully indemnify and hold harmless Vocalkitchen as defined in Article 15 of these Terms and Conditions. Customer is prohibited to contact Vocalist directly. Vocalist will immediately redirect all requests of third parties addressed to Vocalist to Vocalkitchen.
2. Vocalist/Partner will only present and provide original Works and/or other original material to Vocalkitchen. Vocalist will fully indemnify and hold harmless Vocalkitchen as defined in Article 15 of these Terms and Conditions in this respect.

3. Vocalist/Partner will provide Vocalkitchen with a Demo and/or Draft of the Topline, upon request of Vocalkitchen.
4. Vocalist/Partner is entitled to a compensation when a Topline, Demo or Draft is accepted by the Customer as defined in Article 9 of these Terms and Conditions and further specified in the Vocalkitchen Contract.
5. In the event that Vocalkitchen has financed the production of the Topline, and/or Demo and/or Draft and/or Guide Track, and/or Instrumental Track Vocalist/Partner is not allowed to pitch and/or offer the aforementioned materials to another third party, or to self-release without explicit prior written consent of Vocalkitchen. Vocalist will fully indemnify and hold harmless Vocalkitchen as defined in Article 15 of these Terms and Conditions.
6. Notwithstanding Article 6.5. Vocalist warrants that from the moment permission was granted to Vocalkitchen to present a Topline, Demo or Draft to Customer which was approved by Vocalist and/or Partner and Customer has expressed interest in such presentation resulting in negotiations with a third party, Vocalist and/or Partner can no longer withdraw the Topline, Demo or Draft. Vocalist will fully indemnify and hold harmless Vocalkitchen in this respect as defined in Article 15 of these Terms and Conditions.
7. In the event Vocalkitchen has hired a Session Musician to compose a Guide Track for Vocalist's Topline, Vocalist agrees and acknowledges that he/she is not allowed to use, pitch, offer, sell or otherwise exploit Session Musician's Guide Track unless otherwise explicitly agreed in writing with the Session Musician. It is Vocalist's sole responsibility to make adequate arrangements with the Session Musicians. Vocalist will fully indemnify and hold harmless Vocalkitchen in this respect as defined in Article 15 of these Terms and Conditions.
8. Vocalist and/or Partner agree(s) and acknowledge(s) Vocalkitchen does not guarantee Vocalist's services will be used by a third party such as a record label to perform and record a Master.
9. Until an Agreement has been established with a Customer pertaining a Topline, Demo and/or Draft, Vocalist does not have an option or (exclusive) right to use the Instrumental, Demo and/or Draft, including but not limited to making available to the public, to reproduce, share, release, distribute, pitch, offer the aforementioned, regardless of payment of the Flat Fee. For example, Vocalist is prohibited to record his Topline with the Instrumental, Demo and/or Draft. Vocalist will fully indemnify and hold harmless Vocalkitchen and/or Customer in this respect as defined in Article 15 of these Terms and Conditions.

7. CUSTOMER'S RIGHTS AND OBLIGATIONS

1. Customer can submit on a non-exclusive basis an Instrumental Track and request a Topline and/or Demo and/or Draft on spec and free of charge. Upon acceptance of the Topline, Demo and/or Draft, Vocalkitchen will negotiate the terms and conditions of an exploitation agreement pertaining the desired Topline, Demo and/or Draft with the Customer. In the event a Topline, Demo and/or Draft is not accepted, Customer will refrain from using in part or in whole the rejected Topline, Demo and/or Draft and Vocalkitchen is free to fully reuse the rejected Topline, Demo and/or Draft.
2. Customer can request a number of Demos in a specific price range from the Vocalkitchen Catalogue. The requested Demos will be non-exclusively presented to Customer.
3. Until an Agreement has been established with a Customer pertaining a Topline, Demo and/or Draft, Customer does not have an option or (exclusive) right to use the Topline, Demo and/or Draft, including but not limited to making available to the public, to reproduce, share, release, distribute, pitch, offer the aforementioned, regardless of payment of the Vocal Fee. For example, Customer is prohibited to use the Topline, Demo and/or Draft in live sets. Customer will fully indemnify and hold harmless Vocalkitchen and/or Vocalist in this respect as defined in Article 15 of these Terms and Conditions.
4. A Topline, Demo and/or Draft is considered to be accepted by Customer upon receipt by Vocalkitchen of the payment of the agreed Flat Fee. Customer agrees and acknowledges that until the payment was received by Vocalkitchen, the Topline, Demo and/or Draft, Catalogue can be pitched to other potential Customers.
5. Customer agrees and acknowledges that upon establishing an Agreement between Customer and Vocalkitchen in respect acceptance of a Topline and/or Demo and/or Draft, Customer will be provided with an exclusive license or rights transfer agreement to facilitate the use of the Topline and/or Demo in a Track intended for a commercial Release.
6. Vocalkitchen will use its reasonable efforts to deliver a Demo and/or Draft on spec and free of charge within two (2) weeks upon reception of the instrumental track, Vocalkitchen cannot guarantee to submit any Toplines and/or demo and/or drafts to Customer.
7. Customer is prohibited to contact Vocalist directly and/or to engage with Vocalist regarding his/her Topline Business. All requests for Vocalist concerning his/her Topline Business must be addressed to Vocalkitchen.

Vocalkitchen will process and negotiate all requests with Vocalist and Customer. Customer will fully indemnify and hold harmless Vocalkitchen in this respect as defined in Article 15 of these Terms and Conditions.

8. Upon Vocalkitchen 's request, Customer is obliged to submit to Vocalkitchen show dates and set lists.

8. VOCALKITCHEN'S RIGHTS AND OBLIGATIONS

1. In the event Vocalist and/or Customer do(es) not have a publisher and/or a record label and Customer accepts the Topline, Demo and/or Draft, Vocalkitchen may use its reasonable efforts to pitch the Topline and/or Track to third parties. Upon acceptance of a Topline, Vocalkitchen is entitled to a compensation as stipulated in the Vocalkitchen Contract.
2. Vocalkitchen does not guarantee placement of a Topline, Demo or Draft with either a Customer and/or publisher and/or label or other third party.
3. Vocalkitchen does not provide management services, booking services or other support services unless specifically indicated in the Vocalkitchen Contract.

9. PUBLISHING

Your Vocalkitchen Contract stipulates Parties rights and obligations pertaining music publishing of Your Works.

10. SESSION MUSICIANS

1. Vocalist may request Vocalkitchen for assistance with the production of a Demo and/or Draft. Vocalkitchen may arrange a Session Musician to produce a Guide Track.
2. In the event that a Guide Track, pitched by Vocalkitchen to a Customer is:
 - accepted by Customer, Session Musician may receive a share of Rights in the Guide Track. Vocalkitchen will negotiate with Vocalist and/or other authors and/or producers on behalf of Session Musician who has produced the Guide Track; or
 - not accepted by Customer, Session Musician is free to use, offer or sell the Guide Track to another party. Notwithstanding the foregoing, Vocalkitchen has a first option right to obtain the publishing rights for the Guide Track and to sign the Guide Track to the Vocalkitchen catalogue.

11. COMPENSATION

1. Vocalist is entitled to a compensation consisting of a royalty arising from Copyright and if Vocalist performed the recorded vocal in the Track, Vocalist is also entitled to a Flat Fee and a royalty arising from Neighbouring Rights as stipulated in the Vocalkitchen Contract.
2. Additional terms concerning credits, featuring among others must be negotiated between parties involved. Vocalkitchen will use its reasonable efforts, if appropriate, to negotiate with a third party to credit Vocalist as featuring artist.
3. Per Project, a market conform Flat Fee, with a minimum of EUR 500,- (five hundred euro) for the Vocalist will be negotiated by Vocalkitchen. Customer agrees and acknowledges that all Flat Fees are subject to approval of the Vocalist and/or Vocalist's management and the Flat Fee may vary per Project and per Vocalist. Vocalist agrees and acknowledges that a compensation will only be payable upon acceptance of the Topline or Demo or Draft by Customer.
4. Per Project, Vocalkitchen will use its reasonable efforts to negotiate a minimum 50% artist share royalty for the collective neighbouring rights owner(s) in the Topline as well as a 50% copyright share for the collective Authors who (co)wrote the Work. Please note that each individual right's holder is entitled to a pro-rated royalty share. Customer and/or Vocalist agree and acknowledge that parties involved may negotiate other splits than the aforementioned. In the event that Vocalkitchen fails to procure that such the aforementioned compensation splits, such failure shall not be deemed a breach of the Agreement.
5. Vocalkitchen is entitled to a compensation for its services as stipulated in Your Vocalkitchen Contract.

12. DELIVERY OF STEMS

1. Vocalkitchen will deliver to Customer the final Stems in the quality and format as agreed in the Vocalkitchen Contract.
2. You acknowledge and accept that it is incumbent upon yourself to ensure that any Recording and any deliverables/commitments meet with its satisfaction prior to the commercial exploitation of any Recording embodied

thereon and as evidence of such acceptance once the final recording is removed from Vocalkitchen 's premises either physically or digitally, You will be deemed to have accepted the recorded Topline and/or Demo as completed and approved. Vocalkitchen will in no event accept any liability for the final recording after the delivery of the recorded Topline and/or Demo regardless of Article 4.3.

3. Vocalist is obliged to comply with the delivery requirements of Stems, Works, Recordings set by Vocalkitchen.
4. Vocalkitchen retains the right to request a new version or to retract a Topline and/or Demo if the final Recording and/or Composition is not approved by Vocalkitchen.

13. RIGHTS

1. You represent and warrant to Vocalkitchen that all Works created and/or performed and/or recorded under this Agreement are your own original material and shall not infringe upon or interfere with any Rights of any third party. Vocalist will fully indemnify and hold harmless Vocalkitchen in this respect as defined in Article 15 of these Terms and Conditions.
2. You hereby guarantee that You have obtained and paid (or can prove that you have procured the aforementioned) for any necessary third party consent and/or clearances required in order to make any Works, Demo's, Toppines, Drafts and/or use third party material in the Works, Demo's, Toppines and Drafts. In the event that untimely Rights clearances result in delay(s) of a Release, Vocalkitchen shall not be responsible or liable for such delays, the consequences thereof and any damages resulting thereof. Vocalist will fully indemnify and hold harmless Vocalkitchen in this respect as defined in Article 15 of these Terms and Conditions.
3. Vocalkitchen is allowed to refer to You and to use your portrait, name and your biographical information for promotion of Vocalkitchen in advertisements, commercials or other publicity outlets both online and offline with or without session photographs, without prior Your prior permission and without paying You an additional compensation for the promotional use of your portrait, name and/or biographical information.
4. Vocalkitchen will be the sole owner of the Recording(s) and the Master in the event that Vocalkitchen has funded the studio session at its own risk and expense.
5. If the Vocalist is unpublished, Vocalkitchen will obtain Vocalist's publishing rights in respect to a specific Title in the event of a placement or in the event Vocalkitchen has organized Vocalist's writing session.

14. WARRANTIES

1. You warrant and represent that:
 - a) You have the right to enter into this Agreement and to grant/transfer to Vocalkitchen all of the rights granted/transferred herein in order for Vocalkitchen to fully and without limitations exploit the Works during the Exploitation Period, and they are not subject to any arrangement, agreement or contract in respect of their recording services and/or performances which would prevent the provision of services and/or grant/transfer of rights as set out herein and that the exercise by Vocalkitchen of the rights granted/transferred hereunder will not violate or infringe upon the rights including but not limited to Rights of any other person, firm or corporation;
 - b) The Rights granted/transferred in the Agreement are free and clear of any claims, liens or encumbrances that no other person or firm has the right to the services of the Vocalist, to publish and/or exploit the Works, or to use Vocalist's name, or any other right which is inconsistent with the Agreement and/or any right of a third party which prohibits Vocalkitchen to fully exploit the Works;
 - c) The Works that 1) You submit to Vocalkitchen and/or to Vocalkitchen 's Customers; or 2) You Productions you create containing Works obtained via Vocalkitchen; are original Works and/or original arrangements of a Work or public domain Works;
 - d) There is no suit, claim, action or other legal or administrative proceeding now pending which involves the Works or Vocalist and which might in any way act to impair or deprive Vocalkitchen of any of the rights herein granted/transferred;
 - e) No uncleared samples, elements, interpolations, melody's, lyrics, beats, sounds or other uncleared content of third parties has been used in the Works. Vocalist and/or Customer are solely and fully responsible for obtaining all required licenses in relation to third party content;
 - f) You will take all measures to prevent unauthorized use by third parties of Works obtained via and/or from Vocalkitchen which are in your possession or to which you have access.

- g) You will not use, sell, sample, remix, (re-)record, reproduce, publish, re-write, change, arrange, amend, distribute or otherwise exploit a Work submitted to Vocalkitchen and pitched to a third party or sold to a third party without the explicit written consent of Vocalkitchen. Vocalkitchen is entitled to charge additional fees, claim expenses in the event of any use of the Work, Topline and/or Demo by you, which was not prior-approved. You are fully liable for any and all damages as defined in Article 15 for all unauthorized use of the Work, Topline and/or Demo and you will fully indemnify and hold harmless Vocalkitchen in this respect as defined in Article 15 of this Agreement.

15. LIABILITY AND INDEMNITY

1. You hereto agree to fully defend, indemnify and fully hold Vocalkitchen harmless against any and all liability, loss, direct and indirect damages, costs or expenses, loss of profits, consequential damages, including attorney's fees, paid or incurred by Vocalkitchen as a result of a claim arising from any infringement of any rights of Vocalkitchen, or any third party, or arising out of or by reason of any breach of or inconsistency with Your representations, covenants, warranties, undertakings or obligations under this Agreement. You shall receive prompt written notice of any claim or action to which the indemnity applies and shall be given the reasonable opportunity to defend against with Vocalkitchen prior written permission and/or join in the defence against said claim or action.
2. Subject to the limitations set out in these terms and conditions and to the extent permitted by law, Vocalkitchen shall only be liable for direct damages actually suffered, paid or incurred by due to gross negligence in respect to our services, up to a maximum amount of EUR 1.500,- (whether for one event or series of connected events). In no event shall Vocalkitchen be responsible or liable for any indirect and/or consequential damages or injuries incurred by You. This will include, but not be limited to any damages in the form of loss of income of profits.

16. CONFIDENTIALITY

1. Parties agree that all Agreement(s) between You and Vocalkitchen including these TC, Deal memo, partner agreements and the contents thereof are strictly confidential at all times and in perpetuity. Parties will not share information about this Agreement and/or the content thereof with third parties. In addition to all legal remedies at Vocalkitchen 's disposal, an immediately payable penalty of EUR 5.000,- will be claimed from You.

17. FORCE MAJEURE

1. Vocalkitchen shall not be liable for any breach of its obligations under this Agreement, which arises as a direct result of any event of Force Majeure. If an event of Force Majeure continues for a period of three (3) months or more, You may immediately terminate this Agreement by giving written notice to info@vocal.kitchen.

18. TERRITORY

Worldwide, unless otherwise explicitly and in writing agreed and confirmed in the Vocalkitchen Contract.

19. ENFORCEMENT

1. Vocalist and/or Customer will promptly notify Vocalkitchen in writing of any unauthorized use of the Recording and/or Composition that comes to its attention.
2. In the event that Vocalist and/or Customer enter legal actions in connection with third party infringements of the Recording and/or Composition will promptly notify Vocalkitchen and keep Vocalkitchen updated on the progress of such legal actions. Vocalkitchen shall be given the possibility to join Vocalist and/or Customer in legal actions and/or legal proceedings. In this case, each party will carry its own legal costs and expenses, unless otherwise agreed between Parties in writing; any damages awarded will be attributed to the beneficiary party.

20. NOTICES

All notices and statements to be given shall be in writing and shall be sent to:

Vocalkitchen B.V.
Leverkruidweg 10
1508 WP Zaandam
Email: info@vocal.kitchen

21. MISCELLANEOUS

1. If any provision of these terms and conditions is or becomes invalid, unenforceable or non-binding, you shall remain bound by all other provisions hereof. In such event, such invalid provision shall nonetheless be enforced to the fullest extent permitted by applicable law, and you will at least agree to accept a similar effect as the invalid, unenforceable or non-binding provision, given the contents and purpose of these terms and conditions.
2. A waiver by either party of a breach of any provision of this Agreement shall not be deemed a waiver of any subsequent breach nor a permanent modification of such provision.
3. These Terms and Conditions and the provision of our Services shall be governed by and construed in accordance with Dutch law and any dispute arising out of these general Terms and Conditions and our services shall exclusively be submitted to the competent courts in Amsterdam the Netherlands, which court will apply Dutch law to the dispute.

(version April 2018)
