

Pre-Clearance AV Online

Parties:

1. NAME and ADDRESS, hereinafter referred to as **'Participant'**

and

2. Vereniging Buma and Stichting Stemra, with its registered office in Amstelveen and principal place of business at Saturnusstraat 46-62 (2132HB) in Hoofddorp, legally represented in this matter by [], hereinafter referred to as **'BumaStemra'** or separately as **'Buma'** and **'Stemra'**

Hereinafter referred to as **'Parties'**:

Considering that:

- BumaStemra is a not-for-profit organisation in the Netherlands that manages and exploits music copyrights for the public performance and reproduction of musical works on the basis of agreements entered into with copyright owners (songwriters, composers and publishers) and (international) organisations similar to BumaStemra.
- The Participant has concluded an exploitation agreement with Buma and Stemra for the territory the world and for at least the rights for Mechanical and Online categories.
- The Participant offers subscriptions and licences on a website set up by the Participant or by a third party that has also entered into the same agreement (hereinafter referred to as 'Website') with 'rights inclusive repertoire' to professional content creators only for the use of music in user generated content.
- The musical works are made available in a streaming format for listening on the Website.
- Content creators with a subscription or a one-off licence can download musical works on the Website solely for the purpose of using them in an audiovisual production exclusively for use in user generated content.
- In this case, BumaStemra is prepared to grant the Participant permission to make musical works available on the Website in a streaming and download format and to license the first recording of music in images (hereinafter referred to as Synchronisation rights) in the context of offering licences to professional content creators for the use of music in user generated content under the following conditions which are accepted by the Participant.

Article 1 – Permission

1. BumaStemra grants to the Participant, free of charge, within the limits of its rights and powers and under the conditions determined in this agreement, the non-exclusive permission to make their musical works available in a streaming and download format on the Website for the benefit of the subscription offered by the Participant as described in Article 4 of the Agreement.
2. At the request of the Participant, Stemra agrees to exclude the Synchronisation rights for the exclusive use of musical works in user generated content by professional content creators offered on the Website from the transfer to Stemra, based on Article 3

of the Stemra exploitation rules in connection with Article 27 paragraph 2 of Stemra's Articles of Association.

3. As a result of the exclusion, the Participant has the right to exploit and enforce or have exploited or enforced the Synchronisation rights for the situations outlined in this Agreement.
4. The consent granted by BumaStemra is personal and non-transferable, with the exception of the consent that the Participant may grant to the administrator of the Website that complies with Article 3 paragraph 1 of this Agreement.

Article 2 – Musical works

1. The consent as given in Article 1 paragraph 1 and the exclusion as described in Article 1 paragraph 2 of this Agreement shall only be granted for musical works that comply with the following:
 - The Participant has composed the musical works and possibly written the lyrics in the past and/or during the term of this Agreement.
 - The Participant is the sole owner of the musical works made available.
 - The musical works fall under library repertoire (hit repertoire and commissioned music is not included).
 - The Participant also has the neighbouring rights to the recording of the musical works.
2. The exclusion does not release the Participant from their notification obligation as described in Article 6 of the Stemra Exploitation agreement and Article 5 of the Stemra Distribution rules.

Article 3 – Website

1. The Participant has their own website or uses a website managed by a third party that is also a Stemra member and has entered into the same agreement with BumaStemra.
2. The Participant is only allowed to grant licences as described in Article 4 on the Website for the use of musical works as described in Article 2.
3. BumaStemra bears no responsibility whatsoever and is not liable for the Website used by the Participant.
4. The Participant guarantees that the Website and the subscriptions and licences offered comply with applicable laws and regulations.

Article 4 – Subscriptions and licences

1. The Participant offers subscriptions and/or one-off licences to professional content creators on the Website.
2. Subscriptions and one-off licences are worldwide, non-exclusive licences for an unlimited duration, whereby permission is only granted for the first recording of the music in an audiovisual production exclusively for use in user generated content of professional content creators made available through platforms of online content-sharing service providers (hereafter Platform Providers) that have entered into a licence with BumaStemra such as YouTube, Facebook, Instagram, TikTok, Snapchat and Twitch.

3. The permission does not cover the recording of music in commercials or audiovisual productions for TV or VOD.
4. The licence conditions associated with subscriptions and one-off licences include at least the following:
 - a. Use is limited to recording music in the content creator's own audiovisual productions, offered only on their own channel and not a third-party (commercial) channel.
 - b. The permission granted to the user is personal and non-transferable.
 - c. A statement should be provided that lists the musical works used in each vlog, along with the platforms on which these vlogs are available.
5. Within the subscription, a user can download unlimited musical works and use them in audiovisual productions, as long as the audiovisual production is put online via a Platform Provider during the subscription period.
6. The Participant determines the rates for the subscriptions and licences.
7. The subscriptions offered can be cancelled monthly for the maximum duration of this Agreement.
8. The Participant is responsible for invoicing and collecting licence fees.
9. The Participant is responsible for the timely whitelisting with the Platform Providers of the content of users who have subscribed.

Article 5 – Information

If BumaStemra requires information for the execution of this Agreement and/or for determining the market to which this Agreement relates, the Participant will provide BumaStemra with the data requested by BumaStemra.

Article 6 – Warranty and indemnity

1. The Participant guarantees to be the rightful owner of the musical works and to have full neighbouring rights to the recording.
2. From the date on which the exclusion applies, the Participant shall indemnify BumaStemra against all claims by third parties with regard to the use of musical works covered by this Agreement.
3. Stemra is in no way responsible for any disputes and/or disagreements resulting from the music use (independently) licensed by the Participant.

Article 7 – Term, termination and suspension of the Agreement

1. The Agreement is deemed to take effect on the DATE for the duration of one year and is tacitly renewed for a period of 1 (one) year each time, unless one of the Parties has terminated the Agreement by registered letter with due observance of a notice period of 3 (three) months before the expiry of the current period.
2. Upon termination of this Agreement, the licences granted by the Participant under this Agreement will remain unchanged.
3. During and/or after the expiry of the Agreement, consultations may take place between the Parties regarding the content, progress, terms and conditions and possible continuation of this Agreement, with the possibility of making changes in the meantime.
4. Parties may terminate this Agreement by registered letter with immediate effect and without judicial intervention if the other party:

- a. fails to fulfil its obligations under this Agreement or fails to do so properly, provided that the party alleging default has given the other party written notice of default and the defaulting party has not remedied the default within thirty (30) days of the written notice of default or has not commenced a substantial remedy of the alleged default; and/or
 - b. is declared bankrupt under the Bankruptcy Act or similar laws applicable in the jurisdiction of the other party; and/or
 - c. applies for suspension of payments; and/or
 - d. ceases its activities.
5. Upon termination of the Agreement, the Parties will jointly and in good faith ensure the settlement of the Agreement.
 6. In the event of force majeure, the performance by the Party concerned of its obligations under the Agreement shall be suspended in full or in part for the duration of such force majeure, without the Parties being mutually liable for any compensation in this respect. If a situation of force majeure arises, the party concerned will notify the other party in writing upon submission of the necessary supporting documents.

Article 8 – Other

The provisions of the Buma and Stemra Exploitation agreement, the Articles of Association and Rules shall apply to this agreement, unless explicitly deviated from in this Agreement.

Article 9 – Applicable law

This contract is subject to Dutch law. Any dispute arising in connection with this Agreement which cannot be settled amicably shall be submitted to the court in Amsterdam, unless the Parties both prefer to submit the dispute to another competent court.

Agreed and signed in duplicate at:

Hoofddorp/ _____ dated _____

Participant name

On behalf of Vereniging Buma
and Stichting Stemra