

PUBLISHING AGREEMENT

between

You

hereinafter referred to as "AUTHOR"

and

VOGELSANG DIGITAL OÜ
SEPAPAJA 6
15551 TALLINN, ESTONIA

hereinafter referred to as "PUBLISHER"

1. Subject matter of the contract

1.1 The subject matter of this contract is the cooperation of the contracting parties in the area of publication and publishing exploitation of the AUTHOR's works of sound art (compositions with/without text as well as texts alone and adaptations of free works, as well as portions thereof, hereinafter also referred to as "work" or "works"). For this purpose, the AUTHOR gives the PUBLISHER the opportunity to exploit the AUTHOR's works covered by the contract in all areas of publishing.

1.2 Works which are the subject matter of the contract are in any case the works in accordance with **Annex A**.

2. Membership of a collecting society

2.1 Either the AUTHOR is a member of a collection society.

2.2 Or the AUTHOR is not a member of any collecting society. The PUBLISHER will therefore register the AUTHOR on behalf of the AUTHOR with either IMRO, BMI or ASCAP (depending on the country of residency) under a special membership. This membership is valid for the duration of this contract. The PUBLISHER will bear the associated costs.

3. Granting of rights

3.1 The AUTHOR grants the PUBLISHER exclusive rights of use unrestricted in content and territory to the works covered by the contract for all types of use and exploitation for the duration of the contract. In the case of works for which the PUBLISHER initiates placement in film/advertising ("Synch"), or advances are paid for exclusive authors, such works shall be published and exploited not for the term of the contract, but for the duration of the applicable statutory protection periods (including any extensions). This applies to all rights insofar as and as long as these are not held in trust for both the AUTHOR and the PUBLISHER by a collecting society. If the administration of the rights mentioned below by a collecting society ends, these rights automatically revert to the PUBLISHER. The PUBLISHER shall be entitled to transfer the rights granted to it in whole or in part and to grant third parties simple or exclusive rights of use.

3.2 In accordance with the provisions of this agreement, the granting of rights includes primarily, but not limited to the following

a. [**"The right of reproduction and distribution"**], i.e. the right to produce reproductions of the contractual works, irrespective of the process and number, and to offer the original or reproductions of the works to the public or to place them on the market. This includes in particular, but not limited to

the right to reproduce the contractual works for the repeatable reproduction of image and/or sound sequences on image and/or sound carriers of all kinds (e.g. records, music cassettes, audio tapes, compact discs, CD-I, CD-ROM, CD-ROM-XA, CD-Plus, DCC, MiniDiscDAT, DVD, floppy disks, chips, video cassettes, laserdiscs,

MultiOpticalCompactDisc/MO-CD, floppy disks and other sound carriers), in any configuration and using all techniques and processes (digital and analog and otherwise), including on liquid crystal carriers, whether it is a recording of a reproduction of the Work on an image and/or sound carrier or the transfer of the Work from one image and/or sound carrier to another, as well as to reproduce the produced image and/or sound carriers and to distribute them in any way, whether for a fee or free of charge (e.g. by selling, renting, leasing, or otherwise). e.g. by selling, renting, leasing, lending, etc.).

b. ["**Performance Rights**"] i.e. the right to publicly reproduce the contractual works with or without the use of sound or video carriers (e.g. as playback) by personal performance, in particular the right of performance, recital and presentation. Included is the right to make the performance publicly perceptible outside the room in which the reproduction takes place by means of screens, loudspeakers, projection screens, multi-vision screens, laser beams or similar technical devices.

c. ["**Broadcasting Rights**"] i.e., the right to make the contractual works available to the public by analog as well as digital broadcasting of radio transmissions (radio or television) and videotext signals for videotext subtitling. The broadcasting may take place by means of terrestrial or non-terrestrial radio installations, via satellite and cable radio including cable retransmissions and similar technical installations or by means of a combination of such installations, via storage centers or otherwise, irrespective of the legal form in which the respective broadcasting station is operated (public or private, commercial or non-commercial) and irrespective of whether and how a user fee (fee or pay TV, etc.) is charged for this.

d. ["**The right of communication to the public**"] i.e. the right to make the contractual works publicly perceptible by means of audio or video carriers as well as radio broadcasts of the contractual works using all technical systems (e.g. via screens, loudspeakers, video screens, multi-vision screens, laser beams or similar technical devices). This shall also include the right to make the contractual works publicly perceptible outside the room in

which the reproduction takes place by means of screens, loudspeakers, video screens, multi-vision screens, laser beams or similar technical devices.

e. ["**Film Production Rights**"] i.e., the right, with the prior consent of the AUTHOR, at least in text form, to use and re-film the contractual works for the production of cinematographic works or motion pictures of any kind for an unlimited period of time, even after the expiration of the term of Section 88 (2) UrhG. The production may be carried out using all technical processes (including computer animation) on sound carriers of any kind, for commercial or non-commercial purposes, as a cinema film, television film, video film, multimedia film, computer game or for other exploitation purposes (e.g. as an industrial film, advertising film, etc.). Included is the right to exploit the film music produced using the contractual works to the same extent as the contractual works themselves.

f. ["**Printing Rights**"] The AUTHOR grants the Publisher the right to graphically reproduce and distribute worldwide the contractual works - also on machine-readable data carriers or other digital form, including so-called midifiles or similar processes - in commercially available form. This applies to all editions and runs, also separately for text and music, in each case also in connection with other texts or musical works.

Furthermore, the PUBLISHER has the right to both permit and carry out the pre-printing and reprinting of the Work throughout the world, including in individual editions, collections, anthologies, program booklets, newspapers and magazines, and also separately for text and music and in abridged form (e.g. in a potpourri).

In preparation for the print editions, the PUBLISHER is entitled to prepare appropriate adaptations, to make excerpts and arrangements for single or multiple instruments and/or voices, to make insignificant abridgements and minor changes, and to make transcriptions into other keys.

The PUBLISHER is entitled, with the prior consent of the AUTHOR at least in text form, to make or have made translations of works covered by the contract into other languages or dialects as well as other adaptations which do not impair the author's moral rights.

g. [**"Multimedia, Database and Telecommunication Rights, Right of Public Access"**] ie, the right to include works which are the subject matter of the contract in analog and/or digital electronic databases, data networks (e.g. Internet, online services) and telephone services or similar in any selection and arrangement for all possible uses within the scope of a database, a data network or telephone service, in particular to feed, store and disseminate them in analog or digital form (including the right of "communication to the public" / the right of making available to the public), in particular to a limited or unlimited circle of users of databases, data networks or telephone services, (including the right of communication to the public), in particular to make it available to a limited or unlimited number of users of databases, data networks or telephone services in such a way that the contractual work can be received or reproduced by the users on individual demand by means of television, computer communication or other devices or via other means of transmission by individual demand for the purpose of acoustic and/or visual perception (including the right of communication to the public) and/or reproduction and/or distribution, irrespective of whether the work is to be reproduced in analogue or digital form. (including the right of "making available to the public" and/or reproduction and/or dissemination, whether for a fee or free of charge (e.g. pay-radio, music on demand, streaming, downloads, etc.), and regardless of whether media services with or without interactive usage options (e.g. pay per audio, pay per view, music on demand, video on demand, streaming, downloads) or stations with program content (e.g. Internet TV, Internet radio) are involved. In particular, this grant of rights includes the right to exploit the contractual work in the form of mobile applications and to permit or deny corresponding cuts/edits of the work, also on behalf of the AUTHOR, e.g. in the context of so-called "ring tone melodies" or "ringback tones", e.g. cell phone ringtones, monophonic and also polyphonic or using original master recordings, smartphone apps, as well as the right to collect the revenues resulting from the aforementioned use.

The PUBLISHER shall also be entitled (if and insofar as the corresponding rights are not exercised by the collecting society) - to reproduce the work that is the subject of the contract in whole or in part, with the prior consent of the AUTHOR, at least in text form, using visual sound carriers, data carriers, still images, homepages, websites, prints of texts, sound recordings or other acoustic or visual elements, or to convert them into midifiles and to place them on the market with software which also enables the user to modify them interactively, to reproduce and distribute them, by producing interactive data carriers (e.g. (e.g. CD-ROM, CD-I, DVD), to make it accessible to the public by radio and to perform it (including interactive television), to feed it into information storage systems and data networks (e.g. Internet, online services, etc.), to make it accessible and to distribute it, which can be accessed, stored and interactively modified by the respective user terrestrially, non-terrestrially via satellite or by cable.

h. ["**Right of Commercial Use**"] i.e., the right, with the prior consent of the AUTHOR, at least in text form, to use the contractual works (including their work titles) exclusively for commercial and non-commercial advertising purposes of all kinds (e.g., for goods and services of any commercial and non-commercial kind, commercials, etc.) for the duration of the contractual exploitation period or to permit such use by third parties.

i. ["**Other Rights**"] The AUTHOR grants the PUBLISHER the following rights in accordance with 3.1, whereby this list is only exemplary and not conclusive:

- The right to permit and exploit the use of the contractual Work as a stage play (Grand Right). The PUBLISHER is expressly entitled to transfer the aforementioned Grand Right to third parties, e.g. to a stage publisher, also for unrestricted publishing exploitation.

- The right to erasure or remuneration with respect to image and/or sound carriers from school radio broadcasts as well as for reproductions for personal or other use, insofar and as long as this right is not administered by a collecting society for both the AUTHOR and the PUBLISHER.

- The PUBLISHER is further entitled to receive the notifications prescribed in Section 46 (3) UrhG (collections for church, school or educational use), to grant the consent provided for in Section 62 (4) UrhG (prohibition of modification) and to assert all relevant claims (including remuneration).

j. ["**Editing**"] The AUTHOR authorizes the PUBLISHER to make or have made changes and edits to the contractual works subject to the AUTHOR's prior consent at least in text form. The PUBLISHER may also make insignificant changes to the contractual works, including the corresponding titles, without consent, provided that the AUTHOR cannot refuse his consent in good faith.

In this respect, this also includes in particular the right, with the prior consent of the AUTHOR, at least in text form, to combine the works which are the subject matter of the contract and/or the works associated with the works which are the subject matter of the contract with other or further texts and/or other or further musical works as well as other works within the meaning of Section 2 UrhG (e.g. works of literature) or to have them combined by third parties and to exploit these combinations of works - also alongside one another - itself or through third parties. Also included is the right to separate the contractual works and/or the works connected with the contractual works from each other and to have them exploited in this form by oneself or by third parties. The PUBLISHER may exploit the modified/edited work in the same way as the work that is the subject matter of the contract itself. 3.3.

3.3 The AUTHOR grants the PUBLISHER the exclusive exploitation rights with regard to the works which are the subject matter of the contract for types of use which are still unknown at the time of conclusion of the contract. Remuneration shall be in proportion to the conditions of the present contract.

3.4 Within the framework of the existing rights agreements of the collecting societies, these are obliged in individual cases to transfer back corresponding rights for individual exploitation on request. The AUTHOR hereby authorizes the PUBLISHER to make use of

this right of reversion in individual cases and also to exploit these rights for the AUTHOR directly with the respective exploiter. In this respect, the PUBLISHER shall be entitled to conclude corresponding direct exploitation agreements with the respective exploiters.

4. Guarantee

The AUTHOR warrants that at the time of the conclusion of this contract he is not prevented from fulfilling this contract by any other obligations. In particular, the AUTHOR warrants that no claims will be asserted by third parties with respect to the works covered by this agreement due to other contractual obligations, otherwise the AUTHOR will indemnify the PUBLISHER against such claims without limitation. Notwithstanding the foregoing, the PUBLISHER itself shall have the right, after prior written approval by the AUTHOR or in the event of a final judgment, to satisfy any claims asserted by third parties and to set off any damages paid by debiting the AUTHOR's author's shares.

5. Obligations: AUTHOR

5.1 The AUTHOR is obliged to provide the PUBLISHER with the contractual works in embodied form (e.g. sheet music, demo, etc.) for publishing exploitation.

5.2 The AUTHOR undertakes to provide the PUBLISHER with all documents, materials and information (in particular copyright details, schedules, other information on exploitation activities, etc.) relating to the works which are the subject matter of the contract and which are necessary for the publishing activity.

5.3 If the AUTHOR, in his capacity as a performing artist and/or producer, acquires ancillary copyrights (master rights or similar) to the contractual works during the term of the contract for countries in which copyright royalties are negotiable, he shall not agree to any royalty rate for mechanical reproduction of the contractual works that is lower than the

valid statutory royalty rate applicable in the relevant countries under the local copyright provisions without the prior consent (at least in text form) of the PUBLISHER.

5.4 The AUTHOR is obliged to inform the PUBLISHER at least in text form of any change of residence or address, including e-mail address. At the address last communicated by the AUTHOR to the PUBLISHER, the PUBLISHER shall be entitled to make all notices provided for and/or required under this Agreement, whether in writing or in text form.

5.5 In the event of the AUTHOR's death, the PUBLISHER may require the heirs to submit a certificate of inheritance, a certificate of executorship or other documents necessary to clarify the right of disposal.

6. Obligations: PUBLISHER

6.1 The PUBLISHER shall use its best efforts to promote the exploitation of the contractual works in a manner customary in the industry and to the best of its ability and to make them known through public relations work. The PUBLISHER shall not be obliged to produce sheet music; however, after prior consultation with the AUTHOR, the contractual works shall be printed in sheet music form, insofar as this is economically justifiable. The PUBLISHER shall have the right of final decision. In this case, the PUBLISHER alone is entitled to determine and, if necessary, to change the design, retail price and distribution method of all printed editions and print runs.

6.2 Furthermore, the PUBLISHER undertakes, insofar as special formalities are required for the protection of the copyright in the work(s) which are the subject matter of the contract, to fulfill these in a manner customary in the trade. In the event that a state makes the protection of the copyright or its renewal or extension dependent on an application or registration, the AUTHOR hereby authorizes the PUBLISHER to carry this out accordingly or to have it carried out by third parties.

6.3 The PUBLISHER shall always name the AUTHOR as such in the place customary in the industry. The PUBLISHER shall provide all copies of the work with the copyright notice in accordance with Art. II of the WUA and shall impose this obligation on each sub-publisher.

The PUBLISHER shall register the works that are the subject of the contract with the IMRO with the following publisher's designation:

...

7. Revenue distribution

7.1 Unless otherwise stipulated in this Agreement, the provisions of the GEMA, IMRO, BMI or ASCAP distribution plan as amended from time to time shall apply to the works which are the subject matter of this Agreement.

Should - for whatever reason - a collecting society wish to deviate from the above distribution of authors' and publishers' shares and, in particular, refuse to allow the PUBLISHER to participate on the basis of the earlier granting of rights by the AUTHOR to the collecting society, the parties nevertheless agree that, irrespective of this priority in the relationship between the parties, the PUBLISHER shall participate in the proceeds of the exploitation of the rights administered by a collecting society in the amount of the above publisher's share. AUTHOR therefore undertakes to place PUBLISHER in such a position as if PUBLISHER were entitled to the claims for payment of the aforementioned Publisher's Shares directly against the collecting society. For this purpose AUTHOR assigns to PUBLISHER its claims against the collecting society arising from the exploitation of the works which are the subject matter of the contract in the amount of the publisher's share resulting from the valid distribution plan of the collecting society. PUBLISHER accepts the assignment. As a precaution, the AUTHOR authorizes the PUBLISHER to assert his claims arising from the exploitation of the WORKS against the collecting society in his own name in the amount of the publisher's share resulting from the valid distribution plan. If, despite the foregoing agreement, the collecting society does not pay the Publisher's share to the

PUBLISHER, the AUTHOR shall be obligated to provide the PUBLISHER with regular information about its proceeds to the collecting society from the exploitation of the works which are the subject matter of the contract and to make copies of the statements sent by the collecting society available to the PUBLISHER within ten working days of receipt by the AUTHOR. PUBLISHER shall calculate the share to which PUBLISHER is entitled on the basis of this information and invoice AUTHOR for it.

7.2 AUTHOR is entitled to a share of the proceeds from print editions as follows:

10% of the printed music editions sold as single editions and/or ensemble editions (final price less VAT);

10% pro rata from the sold album editions (final price less VAT);

50% of the respective proceeds from licensing for other or additional exploitation activities, including the granting of rights to the word, whereby in the case of the acquisition or arrangement of the above licensing with the assistance of agencies, their costs are to be deducted before distribution.

7.3 Revenues from exploitation contracts in the area of film production, multimedia, database, telecommunications, grand rights as well as from the area of advertising use and the granting of other rights shall be divided on a title-related basis in the ratio of **50% for the AUTHOR and 50% for the PUBLISHER**, whereby in the event of the acquisition or brokerage of the aforementioned exploitation contracts by agencies, their costs shall be deducted prior to the division.

8. Sub-publishing

8.1 The PUBLISHER shall in principle be entitled to subcontract the works which are the subject matter of the contract to foreign contractual partners of the PUBLISHER. The PUBLISHER shall also be entitled to give the foreign publisher, including any foreign text

authors, translators and/or editors, a share in the proceeds from the respective foreign contract on the terms and conditions customary in that country. However, the participation of all sub-purchasers (sub-author and sub-publisher) may not exceed **a total of 50%** of the relevant proceeds. The PUBLISHER may also permit the sub-publishers to combine the music with a text in a language other than the original language for exploitation within their licensed territory provided that the rights of the original authors are not diminished by the participation of a sub-text poet to a greater extent than is customary in the industry. What is considered customary in the industry is what is specified in the distribution plans of the competent collecting society for such cases. The PUBLISHER shall inform the AUTHOR of the conclusion, the essential content and the contracting party of any sub-publishing agreement upon request. The AUTHOR may inspect the contract.

8.2 If the AUTHOR does not receive his share from the exploitation in the sub-publishing area via the responsible collecting society, but via the PUBLISHER, the proceeds of the sub-publishing shall be divided equally.

8.3 If the rights of the PUBLISHER end prematurely - for whatever reason - the agreement concluded between the PUBLISHER and the respective sub-publisher shall remain unaffected by this with the proviso that the AUTHOR enters into the agreement in place of the PUBLISHER without assuming any liabilities of the PUBLISHER that have already arisen.

9. Invoicing modalities

9.1 The PUBLISHER shall invoice the AUTHOR for the remuneration owed to him every six months (cut-off dates: 30.06 and 31.12) within three (3) months in each case. This applies to all participations based on this agreement. The settlement shall be based on all net revenues as of the aforementioned cut-off dates. Invoices will be sent by the PUBLISHER to the AUTHOR by e-mail.

Statements of account shall be deemed to have been approved if AUTHOR does not object within twelve months of receipt, stating reasons.

Payment to the AUTHOR will be made within 14 days after receipt of a proper invoice by the PUBLISHER.

The PUBLISHER shall not be liable for the correctness and completeness of the invoices of the collecting societies.

9.2 The AUTHOR shall be entitled to have the documents on which the statement of account for the preceding two (2) accounting periods is based inspected once a year at his own expense by an appointed certified public accountant during the PUBLISHER's business hours at the PUBLISHER's registered office. The date of the audit shall be notified to the PUBLISHER in due time (14 days prior to the audit). If an audit results in a difference of more than 5%, but at least EUR 1,000, to the disadvantage of the LICENSER, the PUBLISHER shall bear the reasonable costs of the audit customary in the industry up to a maximum amount of EUR 2,500. Any travel expenses of the auditor shall not be reimbursed.

9.3 Payments shall be made in euros. Revenue shares received by the PUBLISHER from licensees of the PUBLISHER in other currencies shall be converted into Euro on the date of receipt of payment. The PUBLISHER shall pay the sales tax due in each case in addition to the respective settlement amount, insofar as the AUTHOR is entitled to sales tax. The AUTHOR hereby declares that he is subject to this tax liability.

9.4 There is no obligation to make payment until the cumulative remuneration claims exceed EUR 100.

10. Taxes

The AUTHOR shall pay his own taxes on the remuneration received under this contract. If the AUTHOR is subject to sales tax, the contractually agreed remuneration (including any advance payments) will be paid against a proper invoice plus the applicable sales tax.

11. Term of contract

The contract shall run for a period of three (3) years from the date of signing. If the contract is not terminated by either party by registered letter six (6) months prior to its expiry, the contract is automatically extended for a further year.

In the case of works for which the Publisher initiates placement in film/advertising ("Synch"), or advances are taken over for exclusive authors, these works shall also be published and exploited beyond the term of the Agreement for the duration of the respective valid statutory protection periods (including any extensions) (cf. 3.1.).

12. Final provisions

12.1 The parties expressly agree that a written form required by legal transaction and by law may also be replaced by an electronic form other than that specified in Section 126a of the German Civil Code in accordance with Section 127 of the German Civil Code.

12.2 AUTHOR irrevocably authorizes PUBLISHER to assert the contractual rights in its own name at any time or to take action against their infringement in its own name. Any income resulting therefrom (e.g. damages or settlement payments) shall be deemed to be income from the exploitation of the works. Any costs (such as lawyers' fees and other costs) borne by PUBLISHER in the course of prosecuting infringements shall be deductible from any proceeds in this respect prior to AUTHOR's participation, unless and insofar as there is full reimbursement by third parties.

12.3 Notices addressed to AUTHOR shall be sent to AUTHOR's address(es) specified in this Agreement. Changes of address (including email address) and changes of bank

details will only become binding after they have been notified to PUBLISHER at least in text form and receipt has been confirmed. Should AUTHOR's consent be required under this contract, such consent shall be deemed to have been given if AUTHOR does not refuse consent within three (3) days of receipt of the request.

12.4 The parties undertake to maintain confidentiality with regard to the content of this contract and all information relating to it. Furthermore, the PUBLISHER undertakes to maintain secrecy vis-à-vis third parties regarding the economic and personal circumstances and transactions concerning the AUTHOR which the PUBLISHER obtains within the framework of this contract. The above obligation to maintain secrecy shall bind both partners until five (5) years after the end of the contract.

12.5 Verbal collateral agreements do not exist. Amendments and supplements to this contract must be made in writing. This shall also apply to any waiver of the written form requirement. Insofar as nothing special is stipulated in this contract in individual cases, the parties understand the written form in this contract to be the text form in the sense of § 126b BGB (e.g. e-mail, fax).

12.6 If the amount of remuneration for the transfer or granting of rights of use under this agreement is not contractually fixed or the consideration does not follow reasonable industry practice, payment of the reasonable remuneration pursuant to Section 32 UrhG will not be made until all advance payments have been settled in full. The same applies to the AUTHOR's claims for further reasonable participation under § 32 a UrhG.

12.7 The contract is subject to the law of the Federal Republic of Germany. The exclusive place of performance as well as the exclusive place of jurisdiction is Berlin, Germany.

12.8 PUBLISHER shall be entitled to assign this Agreement in whole or in part.

12.9 Should any provision of this contract be or become invalid, this shall not affect the validity of the remainder of the contract.

12.10. Reference is made to the appendices, which become an integral part of this contract.

Date

Date

Berlin

Berlin

AUTHOR

PUBLISHER

ANNEX A - Works covered by the contract

WORK TITLE	COMPOSER	LYRICIST	PUBLISHING SHARE

ANNEX B - Additional agreements between the parties

Exclusive contract period

1.1 In addition to the works listed in Annex A, the works covered by the contract are all works of audio art created or completed by the AUTHOR within the exclusive term of the contract (Annex B - Section 1.2 below) and/or all works already created by the AUTHOR but still unpublished or no longer published at the time of the contract. It is irrelevant here whether these works were created alone, in co-authorship or in connection with the work. In this respect the AUTHOR undertakes not to submit any works of audio art that are the subject of the contract to third publishing houses.

1.2 The exclusive term of the contract begins on the date of signing and ends after three (3) years (minimum term).

The AUTHOR grants the PUBLISHER one (1) unilateral exclusive option(s) to extend this Agreement for one (1) additional year at a time (Option Period). The respective option must be declared to the AUTHOR in writing (whereby fax/e-mail is sufficient) no later than 4 weeks after expiry of the fixed minimum duration or after expiry of the first option period.

In the event that the PUBLISHER has not exercised the relevant option in due time or has not indicated to the AUTHOR that the option will not be exercised, the AUTHOR will immediately notify the PUBLISHER in writing that the option has not yet been exercised (option warning). The PUBLISHER shall then be entitled to effectively exercise the Option at any time both prior to receipt of such Option Warning or ten (10) Business Days after receipt thereof.

If any Loan Payments made by PUBLISHER under this Agreement have not been returned to PUBLISHER by way of set-off against AUTHOR's royalties by the end of the Fixed Term and/or any Option Period, the Minimum Term or respective Option Period shall be automatically extended to the end of the Accounting Period in which the collection of all Loan Payments is determined, but for no more than a total of 2.5 (two and one-half) additional years with respect to the Fixed Term or 1.5 (one and one-half) additional years with respect to each Option Period. However, the right to terminate without notice for good cause shall remain unaffected.

The AUTHOR's right to recall the rights of use transferred with this Agreement pursuant to Section 41 UrhG for non-exercise is excluded for a period of 5 years pursuant to Section 41 (1). The aforementioned period shall commence upon conclusion of this Agreement or upon conclusion of the respective single-title Author Agreement pursuant to Section 1.4. of this Agreement, insofar as works are concerned which the Author has created during

the term of the Agreement. The contracting parties agree on a period of twelve (12) months as a reasonable grace period within the meaning of Section 41 (3) UrhG. In the event of a recall or termination, the AUTHOR is obliged to immediately repay any loan payment not yet covered to the publisher.