

GENERAL TERMS AND CONDITIONS OF VDS e.V.

Terms and Conditions © VDS exclusively for VDS members. Reproduction/duplication is prohibited.

The following essentially applies: the usage rights of the voice recording are transferred to the client upon payment; these rights are however restricted exclusively to the agreed scope and the agreed purpose. Payment for the voice recording does not however bind the voice artist to an exclusivity agreement in regard to competition. Total exclusivity (e.g. no other advertising service by the voice artist for a certain period of time) or product exclusivity (e.g. no other coffee advertisement for a certain period of time) may be arranged for an additional fee to be determined on a case-by-case basis. This exclusivity agreement must be in written form.

Specifically:

INDUSTRY FILMS

Industry films include corporate videos, product presentations, instructional videos, documentaries, technical films, training videos, etc. These, including the voice parts thereof, may not be used without the voice artist's consent for purposes other than those agreed upon, may be shown by the customer only to a defined and limited audience, and may be neither made public in any mass medium nor used there for advertising purposes.

TELEVISION and RADIO BROADCASTS

The terms and conditions of radio and television stations do not automatically apply; the individual agreements between the parties shall be authoritative. Unless individual contractual provisions have been made, the following conditions shall apply accordingly.

LAYOUTS FOR ADVERTISING (FOR RADIO, TV and CINEMA)

With the payment for a layout, the client has the right to use the voice recording for presentations and market tests. In the layout stage, the client is furthermore permitted to create any number of motifs from the spoken material. The layouts may not under any circumstances be broadcast or otherwise be made accessible to a wider public without approval, for example for advertising, informational or marketing purposes. In the case of such a broadcast, a usage fee shall be charged in addition to the performance fee. The same shall apply to every single case of use of any parts of a layout.

COMMERCIALS (FOR RADIO, TV and CINEMA)

With payment for a single spot, the client has the right to broadcast that spot via the agreed medium within the agreed broadcasting territory, limited to the Federal Republic of Germany, for the period of one year, calculated from the production date of the broadcasting media (for example distribution copies) or, at the latest, as of the date of first usage (use/release).

Broadcasting rights for the Federal Republic of Germany also give the client the right to broadcast on stations based in Germany which can also be received throughout Europe.

Broadcasts by stations which are not based in the Federal Republic of Germany (MTV, etc.) shall require an additional usage fee for each corresponding medium as well as for each additional country (Austria, Switzerland, etc.). If the client uses a spot or (spoken) parts of a spot to create a new or different radio, TV or cinema advertising spot, a further usage fee will in each case be payable; the same shall apply to the transferal from one medium to another (for example if a cinema spot is created from a radio spot or parts thereof) and/or in the utilization of new media such as the internet, multimedia applications, etc. This shall also apply mutatis mutandis to the production and broadcasting of sales videos, corporate films, in-store radio productions, public events, etc., if these are broadcast or made public via another medium or one of the new media. The production and distribution of videos, CD-ROMs, or other multimedia applications which are offered for purchase or used for advertising purposes shall require additional, separate usage fees based on their circulation. Radio spots meant only for local or regional stations are generally given a special status in the pricing structure: here the release fee is lower, as the broadcasting territory is very limited. A local radio spot covers broadcasts on any number of stations of a single city; what is meant here is a tightly restricted area the size of a county (*Landkreis*). A radio spot shall be considered a regional radio spot if it is broadcast in more than one single local area and by any number of stations within a single federal state. A radio spot shall be considered a national radio spot if it is broadcast in more than a single federal state. An additional national usage right shall be required for each additional country outside the Federal Republic of Germany.

FEES

In the absence of a separate fee negotiation, the individual fees are to be taken from the current price list of the voice artist. This list can be requested at any time and shall be provided for viewing in the pro-

duction studios. If the client must cancel a production date, a cancellation fee in the amount of 40% of the individual fee index will be payable to the voice artist unless the client cancels the production in a timely manner, meaning, on a workday, at least 18 hours before the agreed appointment. If the voice artist is unable to keep an agreed production appointment due to reasons beyond his or her control, for example due to illness or force majeure (proof of which must be provided on request), the voice artist shall not then be liable to the client for any associated costs.

DUTY TO INFORM

The client shall inform the voice artist before the first broadcast when a voice recording, layout and/or spot is to be aired, be it in original or in modified form, by means of the originally agreed medium or another or new medium, within a new territory (e.g. local, regional, national, international), or within a certain period of time. If, in justified exceptional cases, the client cannot give this information in time, it must in all cases inform the voice artist no later than 10 days after the first broadcast. If the client does not fulfill this duty to inform within the required time, the voice artist may demand payment of interest of 10 % per annum, based on the invoice amount, for the period of time which has passed between the point when the information should have been forthcoming (no later than 10 working days after broadcast) and the day on which the voice artist learns of the broadcast. The right to demand default interest in the event of non-payment after the issue of an invoice shall remain unaffected.

BREACH OF CONTRACT

In the event of a breach of the duty to inform or the use or distribution in breach of this agreement of a voice recording, layout or spot, e.g. beyond the agreed time period, outside the agreed territory, or using a different medium from that agreed, the client shall, irrespective of the obligation to pay the corresponding usage fee, pay to the voice artist a contractual penalty in the amount of four times the usage fee for every case of violation and desist from any further such activity. Equally, the client shall be liable for any violations committed by third parties for whose involvement in the production it is responsible.

LIABILITY

The voice artist shall not be held liable for the content of the production.

VALIDITY OF TERMS AND CONDITIONS

The above Terms and Conditions will be deemed to apply from the point at which the contract is awarded

to the voice artist; in other cases, the client's Terms and Conditions do not automatically apply.

APPLICABLE LAW/JURISDICTION

The laws of the Federal Republic of Germany apply to these Terms and Conditions and all legal relationships between the contracting parties. The place of jurisdiction is the legal residence of the voice artist.

FINAL CLAUSE

If a clause in these Terms and Conditions or a provision in the context of any other agreement should be or become invalid, the validity of all the other provisions or agreements shall not be affected.