

NON-EXCLUSIVE LICENSE TO USE MUSICAL WORKS

[Public Performance]

In Athens, on this day, namely _____ between:

The company under the corporate name “**ORFIUM GREECE SINGLE MEMBER SOCIÉTÉ ANONYME**” and the distinctive title “**ORFIUM MUSIC RIGHTS GREECE**”, which is seated in Athens, Attica, at 103 Kallirois Ave., VAT Reg. Number 801380551,Tax Office, General Electronic Commercial Registry (G.E.MI.) Number, legally represented by, hereinafter referred to as “ORFIUM” and

The company under the corporate name and the distinctive title, which is seated in....., VAT Reg. Number, Tax Office, General Electronic Commercial Registry (G.E.MI.) Number, legally represented by, hereinafter referred to as the “LICENSEE”,

after taking into account:

That ORFIUM is an Independent Management Entity (IME) within the meaning of Article 3 (c) of Law 4481/2017 and Article 3 (b) of Directive 2014/26/EU and, by virtue of act issued by the Ministry of Culture and Sports and its objects as set out in its Articles of Association, engages in the collective management of copyright on musical works, with or without lyrics, under collective management agreements concluded between ORFIUM and the rightholders and that, within the context of this activity, it has the power to grant licenses to use the musical works it represents and to collect the remuneration due.

That the LICENSEE operates a business in which musical works are performed publicly via mechanical means or via live performance and that the management of the copyright of those works has been assigned to ORFIUM (hereinafter referred to as the “WORKS”) while the LICENSEE wishes to obtain a license to use the WORKS for the aforementioned purpose and

that the LICENSEE operates its business at an immovable property which is located at..... and the total area of its surfaces is sq.m. (interior spacesq.m. and exterior space sq.m.), while the operation

period of the aforementioned business is corresponding to category of ORFIUM’s publicly available tariff table is.

The following were agreed and mutually accepted:

ARTICLE 1: SCOPE OF LICENSE - RIGHTS GRANTED

1.1. ORFIUM hereby grants to the LICENSEE a non-exclusive license for the public performance of the WORKS solely via mechanical means or live performance and solely in the aforementioned spaces of the LICENSEE’s business.

1.2. It is specified that this license DOES NOT include:

- i. Any right of further use, public performance or reproduction of the WORKS
- ii. The right to reproduce or the right to communicate the WORKS to the public with the purpose to advertise or promote, directly or indirectly, the business, the products or the services of the LICENSEE or any third party.
- iii. The right to synchronize and incorporate the WORKS into other works and the right to adapt, translate or arrange the WORKS.

1.3. In any case, the authors of the WORKS or their successors may object to any manner of use which, due to the circumstances of public performance, infringes their moral right.

ARTICLE 2: REMUNERATION

2.1. The amount of EUR (.....) plus VAT 24% is agreed to be paid in exchange for the granting of the aforementioned license, in accordance with ORFIUM’s published tariff table.

2.2. This license is granted for the repertoire ORFIUM represents each time and any change in the quantity of such repertoire during the term of the present agreement will not affect the remuneration due, apart from ORFIUM’s ability to adjust its tariff table.

2.3. This license is granted subject to the resolute condition of the timely and due payment of the remuneration to ORFIUM. The legal consequences of the fulfillment of this resolute condition will take effect from the date of conclusion of this agreement.

ARTICLE 3: OBLIGATIONS OF THE LICENSEE

3.1. The LICENSEE is obliged to, no later than 15 days upon expiry of each calendar semester, communicate to ORFIUM a list of the WORKS reproduced and

communicated to the public within the context of the exercise of the rights hereby granted, the frequency of use, and the number of the end users thereof for each semester. The relevant notification will be made upon the sending by the LICENSEE to the e-mail@orfium.com of a digital file in format, with the details mentioned in ANNEX 1 that is attached hereto, in which the LICENSEE must have completed all the fields required and which must be duly signed, digitally and/or by hand. Given that ORFIUM must optimize the accuracy of the reports and the account settlements to its rightholders, it is entitled, following written notification of the LICENSEE, to proceed to reasonable amendments and additions to the required information of ANNEX 1.

3.2. Furthermore, if requested by ORFIUM, the LICENSEE must provide to ORFIUM any further information in the LICENSEE's possession or any information which the LICENSEE may reasonably acquire and which can assist ORFIUM in the documentation and confirmation of the WORKS used by the LICENSEE within the context of the exercise of the powers hereby granted.

3.3. THE LICENSEE must promptly inform ORFIUM in writing about any change to its website addresses, services, the corporate name, the legal form, the representation and the seat of the LICENSEE.

3.4. In the event that any third party, using the services of the LICENSEE, illegally obtains access to, uses, reproduces or communicates to the public WORKS included in ORFIUM's repertoire, the LICENSEE must promptly inform ORFIUM and take effective measures to stop the aforementioned activity.

3.5. In the event that, during the term of this agreement, there is any change to any of the terms under which this license is granted (such as the type or the space of the premises in square metres), this license shall cease to be in effect ipso jure and the LICENSEE shall be obliged to promptly inform ORFIUM accordingly in order for the LICENSEE to be granted a new license.

ARTICLE 4: TERM

4.1. The term of this agreement shall beyears, commencing on/..../.... and expiring on/..../.....

4.2. Upon the expiry of the term fixed each time, this agreement shall be automatically extended for another equal term period under the same terms, unless a contracting party, no later than three (3) months before renewal, notifies the other

party by means of a written statement that it does not wish to extend the term of the agreement.

4.3. Upon termination of this agreement in any manner whatsoever, the LICENSEE must stop using ORFIUM's repertoire immediately.

4.4. In the event that, upon termination of this agreement in any manner whatsoever, the LICENSEE continues using ORFIUM's repertoire, any such use will not be governed by this agreement, but it will constitute an unlawful infringement of copyright on the WORKS managed by ORFIUM, and ORFIUM will be entitled to exercise all its lawful rights.

ARTICLE 5: ADDITIONAL INTERVENTION

In the event that any third party challenges before the Courts the fact that ORFIUM has management rights on the WORKS it licensed to the LICENSEE or the existence or validity of this license, ORFIUM shall, upon a relevant invitation by the LICENSEE, intervene in the relevant proceedings in support of the LICENSEE.

ARTICLE 6: FINAL PROVISIONS

6.1. The license hereby granted is personal, nontransferable and involves solely the LICENSEE for the uses mentioned above. The LICENSEE may not transfer or sub-license this license or any of the rights provided for in this agreement.

6.2. In the event that a third party infringes any right of the WORKS managed by ORFIUM as hereby granted, the LICENSEE is not entitled to seek protection of such rights in the LICENSEE's name.

6.3. All terms of this agreement are considered to be material and the breach of any term will entitle the other party to terminate this agreement and seek compensation against the culpable party.

6.4 This agreement is the only agreement in effect between the parties and any amendment or addition hereto will be valid and effective only if made in writing, excluding any other means of proof.

By exception, any amendment of the provisions of Law 2121/1993 and/or Law 4481/2017 during the term of this agreement rendering the terms of this agreement ineffective or inapplicable will result in a relevant amendment of the corresponding terms, pursuant to the new legal provisions, without affecting in any manner whatsoever the effect of this agreement.

6.5. In the event that a term of this agreement is deemed to be invalid or ineffective in whole or in part and its lawful interpretation is not possible, this term will be invalid or ineffective only to the extent required by the relevant provision, and such invalidity will not affect the validity of all other terms or render the entirety of the agreement invalid.

6.6. The courts of Athens will have exclusive jurisdiction to hear any dispute between the parties which cannot be resolved out of court on the basis of good faith and the applicable honest commercial practice. Greek law shall be applicable.

In witness whereof, this agreement was drawn up in two (2) identical original copies, and, upon reading and signing it, each contracting party received one (1) copy.

THE CONTRACTING PARTIES