**Services Agreement**

This Services Agreement (“Agreement”), effective as of the date of last acceptance by each party (“Effective Date”), is between the individual or entity identified as “Artist” and the entity identified as “Organization” on any statement of work (“SOW”) attached hereto, and governs the provision of professional and/or creative services as described in the applicable SOW. Artist and Organization may be referred to individually as a “party” or collectively as the “parties.”

BY CLICKING A BOX INDICATING ACCEPTANCE, YOU ACCEPT (WHETHER ON BEHALF OF YOURSELF OR ANY LEGAL ENTITY OR INDIVIDUAL YOU REPRESENT) THIS AGREEMENT AS A BINDING CONTRACT AND CONFIRM THE FOLLOWING: (I) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS AGREEMENT; (II) YOU ARE OF LEGAL AGE IN THE JURISDICTION IN WHICH YOU RESIDE TO FORM A BINDING CONTRACT; AND (III) YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT PERSONALLY AND, IF APPLICABLE, ON BEHALF OF ANY ENTITY OR INDIVIDUAL (INCLUDING ANY MINOR) ON WHOSE BEHALF YOU ARE ACTING.

**BACKGROUND:**

R&D Co-op, Inc. (“R&D”) provides a marketplace for musical artists, athletes, actors, performers, influencers, comedians, and other talent and/or entertainers (“Artists”) to connect with organizations such as networks, studios, publishers, brands, media companies, marketing/advertising agencies, and similar entities (“Organizations”) to facilitate transactions between Artists and Organizations (the “R&D Co-op”). For purposes of this Agreement and related SOWs, Artist and Organization are each members of the R&D Co-op located at [www.rad.inc](http://www.rad.inc) where the Artist and the Organization have each agreed to adhere to the R&D Terms of Service and Privacy Policy.

Subject to this Agreement, Artists and Organizations may contract for the provision of professional and/or creative services or enter into partnership, product placement, and similar business relationships by executing one of more SOWs that set forth (i) the identity of the contracting parties; (ii) the nature and scope of the services to be performed, (iii) a description of the service deliverables, and the ownership rights to the deliverables; (iv) the project schedule and estimated delivery dates; and (v) the amount and timing of compensation. Such Services may include, without limitation the following: (i) producing, creating, and exploiting literary, artistic, dramatic, and musical works, developing generative AI products; (ii) rendering services as a performer, author, actor, athlete, avatar, gamer, chef, comedian, designer, recording artist, fine artist, musician, composer, arranger, writer, song writer, dancer, director, entrepreneur, magician, model, photographer, producer, publisher, and/or speaker; (iii) producing, creating, acting in and on, appearing in and on, and performing in and on radio productions, television productions, stage productions, speaking engagements, social posts, branded content, music videos, seeding, motion picture productions, internet streaming productions (such as online events such as livestreaming, AR/VR/Digital NIL/Avatar events), generative AI, and various types of recordings; (iv) advertising and promoting, tour sponsorships, or otherwise engaging in public relations, merchandising, testimonials, commercial tie-ups, endorsements; and (v) making personal appearances of any kind.

Any SOW attached hereto will form a part of this Agreement, and will be subject to the terms and conditions contained herein. In the event of a conflict between the terms of this Agreement and the terms contained in any agreed SOW, the terms set forth in the relevant SOW will prevail to the extent of such conflict, but solely with respect to the Project and Services provided under such SOW.

This Agreement was last updated on [DATE].

1. **SERVICES.** Subject to Organization’s payment of the fees set forth in the applicable SOW (“Fees”), Artist will provide the professional and/or creative services described in the applicable SOWs (“Services”), including any written, graphic, coded, audio, and visual materials and other work product described therein (“Deliverables”). If Organization wants to expand the scope of the Services or wants additional services or Deliverables, Organization and Artist shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Organization shall pay Artist for such additional services in accordance with the terms of this Agreement and the applicable SOW(s).
2. **PERFORMANCE**
	1. **Designated Contact.** Each party shall appoint an individual to serve as the primary contact with respect to performance of the Services (“Point of Contact”). Such Point of Contact must have the authority to act on behalf of the party with respect to matters pertaining to the Agreement and any applicable SOW.
	2. **Timeline.** The Services and any associated Deliverables (collectively, the “Project”) shall be provided on the timeline set forth in the applicable SOW.
	3. **Cooperation.** Organization shall promptly respond to any request by Artist to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Artist to perform its obligations under this Agreement and any applicable SOW. Artist shall provide progress updates at reasonable intervals and notify Organization promptly in writing of any material changes in personnel, costs, or other exigencies that may affect the Project timeline or content of the Deliverables.
	4. **Marketing.** All matters relating to publicity, advertising, and public relations in connection with a Project, including without limitation, any obligations to promote or distribute Deliverables or other content to each party’s respective audiences, customers, social media followers, or other distribution lists must be agreed upon by the parties in advance and set out in the SOW.
	5. **Conduct.** Each party agrees to use best efforts to conduct themselves in such a manner as not to reflect unfavorably upon the other party or its products or services. Each party shall have the right to terminate any individual SOW and/or this Agreement upon written notice to the other party if such other party (or any representative thereof) engages in any activity which reflects adversely on the image, reputation, or goodwill of the other party, or disparages the products or services of the other party.
	6. **Project-Related Contracts.** All contracts for personnel (e.g., writers, directors, musicians, engineers, artistic coordinators, artists, and other staff), purchase of goods and services (e.g., costumes and props, equipment and rigging, stages, sets, scenery, lighting, video, sound, musical instruments, and any other type of equipment, computer hardware and software as may be required), and all other licenses, contracts, and obligations in connection with the provision of the Services shall be made and entered into by Artist in its own name as principal and not as an agent for Organization and no obligations whatsoever shall be imposed upon Organization thereunder. All such contracts or undertakings shall be consistent with the provisions of this Agreement and industry custom and practice. All parties and entities necessary to perform the Services shall be selected and engaged by Artist, provided that all such engagements (i) shall be with professional parties experienced in the respective fields in which they are engaged, and (ii) do not attach signatory status to any collective bargaining agreement that would create obligations for Organization, unless agreed to in advance by Organization. Artist shall have all responsibilities of an employer with respect to those personnel engaged by Artist in connection with performance of the Services, including those arising under any present or future legal requirements relating to workers’ compensation, insurance, social security, tax withholding, pension, health and welfare plans under any legal requirements or any applicable collective bargaining agreement, including foreign country equivalents of the foregoing, if any.
	7. **Credit.** Provided Artist fulfills its material obligations under the applicable SOW, Artist is entitled to receive credit in connection with the Deliverable(s) and all related media(s). Prominence, placement, and all other elements of the credit shall be as agreed-upon by the parties in the applicable SOW.Upon Organizations’ prior written consent, Artist may list and/or refer to Organization as a client of Artist’s for credential, award, and publicity purposes and to use any Deliverables (after such Deliverables have been authorized by Organization for public distribution) for its portfolio and self-promotions purposes and for distribution to trade publications for publicity purposes.
	8. **Time is of the Essence.** Artist acknowledges that time is of the essence with respect to its obligations under an SOW and that timely performance of all obligations is required.Organization acknowledges that time is of the essence with respect to its obligations to pay and any delay in payment may adversely affect the Project timeline.
	9. **No Exclusivity.** The parties each retain the right to perform the same or similar type of service for third parties during and after the Term of this Agreement, unless otherwise explicitly set forth in the applicable SOW.
3. **COMPENSATION; EXPENSES; PAYMENTS**

* 1. **Fees/Expenses.** Organization agrees to timely pay the Fees to Artist. Artist and Organization may agree in the SOW on Organization’s reimbursement of Artist for specific types of expenses incurred. Organization will not owe Artist for payment of any fees or expenses related to the Services that are not expressly set forth in the SOW. Any additional expenses in excess of the agreed-upon Fees which arise due to cost shifts or unforeseen exigencies shall be borne by the party which incurs them, unless agreed otherwise by the parties by amending the current SOW or executing a new SOW.
	2. **Operating Account.** On or before the SOW Effective Date (defined in the SOW), Organization shall establish, and at all times during the Term (defined in Section 4.1 below) of this Agreement shall maintain, one or more operating accounts with R&D in Organization’s name (“Operating Account”). Organization shall deposit or cause to be deposited funds into the Operating Account for the payment of the Fees, which shall be disbursed by R&D to Artist in accordance with the amounts and timing set forth in the SOW(s). If, at any time, insufficient funds are available in the Operating Account to fully pay all amounts owing to Artist, then, Organization agrees to pay to Artist a late payment charge at the rate of 1% per month (12% per year) or the maximum legal rate. If Organization does not deposit sufficient funds in the Operating Account within thirty (30) days to cover all Fees currently owing, Artist may, in its sole discretion, cease performing Services. Artist will not have any liability for any losses or other consequences that Organization or any third party may incur as a result of such cessation of Services. After ninety (90) days, if no resolution has been reached, Artist may terminate this Agreement and/or the applicable SOW for cause in accordance with Section 4.3. In the event of such termination, Organization remains responsible for paying all currently outstanding Fees in full and will not be entitled to a refund of any amounts paid, to the fullest extent permitted by law. Organization agrees that it will pay all expenses of collection (including any attorney’s fees) incurred by Artist to recover unpaid Fees.
	3. **Receiving Fees.** Artist must provide R&D with accurate, current, and complete banking information to facilitate payment of Fees. Organization is not responsible for any losses Artists may suffer as a result of Fees which are delayed or misdirected due to Artist’s failure to keep such information accurate, current, and complete.

* 1. **Taxes.** Insofar as any payment that is due under this Agreement is subject to any transaction taxes, including, without limitation, sales, use, value added, general services, or any other similar transaction taxes imposed by any government or taxation authority, the party receiving the payment agrees to bear any and all such costs. Organization shall not be responsible for any taxes based solely on Artist’s income.
	2. **Guild Fees, Residuals, Royalties:** Organization shall not be responsible for payment of any guild fees, residuals, royalties, or similar fees due as a result of Artist’s performance of the Services, unless agreed to and set forth by the parties in the applicable SOW.
1. **TERM AND TERMINATION**
	1. **Term.** This Agreement will begin on the Effective Date and, unless terminated earlier pursuant to any express provisions of this Agreement or the applicable SOW, will continue in effect until both parties’ fulfilment of their respective obligations hereunder (“Term”).
	2. **Renewal of SOW**. If an SOW under this Agreement sets forth an end date (the “SOW Termination Date”), and Organization elects not to renew such SOW (including in connection with a termination of this Agreement), then Organization shall provide Artist with written notice of its non-renewal no fewer than ninety (90) days prior to the SOW Termination Date. In the event of an extension of any SOW, Organization shall continue to pay Artist the same fees and other amounts payable, and Artist shall continue to render the same Services (if and to the extent requested by Organization), as were paid and provided pursuant to the applicable SOW.
	3. **Termination.** Either party may terminate this Agreement, or any individual SOW, immediately for cause upon notice to the other party if the other party (i) materially breaches this Agreement, and such breach remains uncured more than ten (10) days after receipt of written notice of such breach, or such time as set forth in any express provisions of this Agreement; (ii) violates applicable law; (iii) becomes insolvent or is generally unable to pay or fails to pay, its debts as they become due; (iv) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy law; (v) makes or seeks to make a general assignment for the benefit of its creditors; (vi) applies for or has appointed a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (vii) dies or becomes materially disabled. Each party’s rights and obligations pursuant to this Agreement, including Organization’s obligation to pay all Fees payable to Artist, shall continue in full force through the effective date of termination, provided, however, that Organization is relieved from any obligation to pay for any Services or Deliverables Organization is unable to utilize completely and effectively as a result of a breach or violation by Artist.
	4. **Effect.** Upon termination of this Agreement for cause, (i) each party shall immediately cease using the other Party’s names, likenesses, and Marks (defined in Sections 5.4 and 5.5 below) except as necessary to allow for reasonable use and exploitation of Deliverables already provided and accepted on the effective date of termination; (ii) each party will promptly comply with the obligations to return all Confidential Information of the other party, as set forth below; (iii) any amounts owed to Artist under this Agreement will become immediately due and payable; and (iv) the parties will be relieved of their respective further obligations hereunder. Sections 1, 2.9, 4-6, 8-12 will survive expiration or termination.
2. **INTELLECTUAL PROPERTY**
	1. **Representations and Warranties.** Each party hereby represents and warrants that it is the owner of, or otherwise has all necessary rights and permissions in and to any and all (i) musical, dramatic, artistic, and literary works; (ii) documents, data, ideas, or other creative content; (iii) names and likenesses; and (iv) Marks provided to the other party and that such content when displayed or used by the other party (a) will not infringe any intellectual property rights, performers’ rights, rights of privacy or publicity, or rights in confidential information, (b) does not contain any material that is false, intentionally misleading or defamatory, and (c) does not contain any material that is unlawful or does not otherwise violate any law or regulation. For clarity, the Artist’s warranty in Section 7.1 below applies to the Deliverables. Each party agrees that it will comply with applicable rules, regulations, and policies of the other party of which it has been informed.
	2. **Rights in Deliverables.** Ownership of all right, title, and interest in and to all Deliverables shall be as set forth in the applicable SOW, subject to any licenses agreed to by the parties therein.
	3. **Pre-Existing Materials.** Each party shall retain all right, title, and interest, including all intellectual property rights in and to all documents, data, know-how, and other materials developed or acquired prior to or independently of this Agreement which may be provided by or used by a party in connection with this Agreement and any applicable SOW (collectively, “Pre-Existing Materials”). For purposes of this Agreement, “Intellectual Property Rights” means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights and other intellectual property rights as may now exist or hereafter come into existence, and all applications therefore and registrations, renewals, and extensions thereof, under the laws of any state, country, territory, or other jurisdiction. Each party hereby grants the other party a non-exclusive, royalty-free, non-transferable license to use, display, reproduce, distribute, perform, transmit, and promote any Pre-Existing Materials to the extent they are incorporated into or otherwise necessary for the use and exploitation of the Deliverables as contemplated under this Agreement and the applicable SOW.
	4. **Names and Likenesses.** Artist approves and permits the use of all names and approved likenesses, including, without limitation all professional, group, and fictious names heretofore, now, or hereafter used by the Artist, the voice of the Artist, and approved biographical material concerning the Artist to the extent necessary to allow reasonable use and exploitation of all Deliverables or as otherwise agreed by the parties in the applicable SOW.
	5. **Marks.** Each party hereby grants the other party a non-exclusive, non-transferable, non-sublicensable right and license to display, reproduce, distribute, perform, transmit, and otherwise use any trademark, tradename, service mark, design, logo, domain name, tagline, slogan, or other indicator of the source or origin of any product or service (“Marks”) specified in the applicable SOW, solely as necessary to effect the purpose of the Project and any related Deliverables.
	6. **Reservation of Rights.** Each party acknowledges and agrees that the other party has valuable goodwill and reputation in its names, likenesses, and Marks, and that such party is, and shall at all times remain, the sole and exclusive owner of rights, including all Intellectual Property Rights in and related to its Marks. No party acquires any right, title or interest in or to the other party’s marks by virtue of the limited license granted above). Each party acknowledges that its use of the other party’s Marks pursuant to this Agreement and any applicable SOW, and all goodwill associated with such use, shall inure exclusively to the benefit of the other party. Neither party shall use, register, or attempt to register in any jurisdiction any Mark that is confusingly similar to or incorporates any of the other party’s Marks.
	7. **Usage Guidelines.** Each party shall use the other party’s Marks solely in accordance with any trademark usage guidelines and quality control standards provided by the other party as the same may be updated from time to time. If either party is notified in writing by the other party that any use does not so comply, such party shall immediately remedy the use to the satisfaction of the other party and terminate such use. This obligation to take corrective action shall survive any expiration or termination of this Agreement.
3. **CONFIDENTIALITY**
	1. **Definition.** “Confidential Information” means any nonpublic information of a party (“Disclosing Party”), whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure or that the receiving party (“Receiving Party”) knows or should have known is the confidential or proprietary information of the Disclosing Party. The terms of this Agreement, as well as the Services shall be considered Confidential Information.
	2. **Protection.** The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to those employees, agents, or representatives who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information. In addition, the Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party’s request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance.
	3. **Exceptions.** The confidentiality obligations set forth in Section 6.3 will not apply to any information that (i) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (ii) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (iii) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (iv) the Receiving Party can demonstrate was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.
	4. **Equitable Relief**. The parties acknowledge and agree that the covenants set forth in this Agreement are reasonable and necessary for the protection of the parties’ interests and that irreparable injury may result if they are breached. The parties further agree that in the event of any actual or potential breach of any such covenant, the non-breaching party may have no adequate remedy at law and shall be entitled to seek immediate temporary injunctive relief. Nothing herein shall be construed as prohibiting any party from pursuing any other remedies available to it for such breach or threatened breach, including the recovery of damages.
4. **WARRANTIES AND DISCLAIMERS**
	1. **Artist’s Warranty on the Deliverables.** Artist warrants to Organization that, to the best of Artist’s knowledge, Organization’s use of the Deliverables will not infringe or violate the intellectual property rights of any third party. Artist shall use reasonable commercial efforts to provide the Services (i) in accordance with the terms of this Agreement and subject to the applicable SOW; (ii) using personnel of appropriate skill, experience, and qualifications; (iii) in a professional and workmanlike manner; and (iv) an accordance with generally recognized industry standards for services of a similar nature, quality, and duration; and (v) to the reasonable satisfaction of Organization. Provided that Organization notifies Artist in writing of any breach of the foregoing within thirty (30) days, specifying same in reasonable detail, Artist will, as Organization’s sole and exclusive remedy, re-perform the Services or, at Artist’s option, direct R&D to refund the Fees paid by Organization for the Services which gave rise to the breach. This is the sole warranty by Artist that applies to the Deliverables.
	2. **Disclaimer.** THE LIMITED WARRANTY SET FORTH IN SECTION 7.1 IS MADE FOR THE BENEFIT OF ORGANIZATION ONLY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.1, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES AND DELIVERABLES ARE PROVIDED “AS IS,” AND ARTIST MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED OR STATUTORY.
5. **LIMITATION OF LIABILITY**
	1. **Scope.** IN NO EVENT WILL ARTIST BE LIABLE TO ORGANIZATION FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF ARTIST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
	2. **Cap.** THE MAXIMUM LIABILITY OF EITHER PARTY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE FEES PAID BY ORGANIZATION TO ARTIST DURING THE SIX (6) MONTHS PRECEDING THE ACT, OMISSION OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. NOTHING IN THIS AGREEMENT WILL LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, FOR DEATH OR PERSONAL INJURY, OR FOR LIABILITY ARISING FROM A PARTY’S INDEMNIFICATION OBLIGATIONS.
6. **INDEMNIFICATION**
	1. **By Artist.** Artist will defend at its expense any suit brought against Organization, and will pay any settlement Artist makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging that the Deliverables infringe such third party’s Intellectual Property Rights, performers’ rights, or rights of privacy or publicity. If any portion of the Deliverables becomes, or in Artist’s opinion is likely to become, the subject of a claim of infringement, Artist may, at Artist’s option: procure for Organization the right to continue using the Deliverables or, terminate this Agreement and direct R&D to refund any unused prepaid Fees for the remainder of the Term then in effect and, upon such termination, Organization will immediately cease all use of the Deliverables. Notwithstanding the foregoing, Artist will have no obligation under this Section 9.1 or otherwise with respect to any infringement claim based upon (i) any use of the Deliverables not in accordance with this Agreement or as specified in the SOW; (ii) any use of the Services in combination with other materials or content not supplied by Artist; or (iii) any modification of the Deliverables by any person other than Artist or its authorized agents (“Exclusion(s)”). This Section 9.1 states the sole and exclusive remedy of Organization and the entire liability of Artist, or any of the officers, directors, employees, shareholders, contractors or representatives of the foregoing, for infringement claims and actions.
	2. **By Organization.** Organization will defend at its expense any suit brought against Artist, and will pay any settlement Organization makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim arising out of or relating to (a) an Exclusion in Section 9.1 above, or (b) Organization’s breach or alleged breach of Section 5 or Organization’s obligations of confidentiality in Section 6.
	3. **Procedure.** The indemnifying party’s obligations as set forth aboveare expressly conditioned upon each of the foregoing: (i) the indemnified party promptly notifying the indemnifying party in writing of any threatened or actual claim or suit; (ii) the indemnifying party having sole control of the defense or settlement of any claim or suit; and (iii) the indemnified party cooperating with the indemnifying party to facilitate the settlement or defense of any claim or suit. Any indemnified party may participate in the defense of a claim with counsel of its own choosing, at such party's own expense. The indemnifying party may not settle any claim without the indemnified party’s written consent (which consent will not be unreasonably withheld, conditioned or delayed), except that the indemnifying party may settle a claim without the indemnified party's prior written consent if the settlement (i) provides only for monetary payment for which the indemnified party is not liable and (ii) does not impose injunctive relief or specific performance on the indemnified party.
7. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement and for one (1) year after its termination, Organization will not, without the written consent of Artist, knowingly solicit (either directly or indirectly) any Artist employee with whom Organization came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor. In the event Organization does so solicit and employ or engage any person so employed by Artist, Organization shall pay Artist a fee equal to the total amount of such employee’s annual cash and non-cash compensation as a reimbursement to Artist of its recruitment and training costs. This Section shall survive termination or expiration of this Agreement.
8. **ARBITRATION & GOVERNING LAW**
	1. **Governing Law.** This Agreement and any action related thereto will be governed and interpreted by and under the laws of the State of California, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
	2. **Arbitration.** Any dispute in excess of $5,000 arising out of this Agreement shall be submitted to binding arbitration before a mutually agreed arbitrator pursuant to the rules of the American Arbitration Association. The Arbitrator’s award shall be final, and judgment may be entered in any court having proper jurisdiction. The prevailing party shall be entitled to recover its costs and reasonable attorneys’ fees.
9. **MISCELLANEOUS.** Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or any of its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that either party may assign this Agreement, in its entirety, or all of its rights and obligations hereunder, in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns. Each party shall comply with all applicable laws relating to its respective rights, obligations and activities hereunder. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is occasioned by a cause beyond the reasonable control of and not reasonably foreseeable to the non-performing party (including any epidemic, pandemic, labor dispute, shortage of materials, fire, earthquake, flood, or any other similar event), provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible. Neither Organization nor Artist is an agent or partner of the other. Organization will not have, and will not represent to any third party that it has, any authority to act on behalf of Artist. All notices required or permitted under this Agreement must be delivered in writing, if to Artist, by emailing the applicable Point of Contact listed on the SOW, provided, however, that with respect to any notices relating to breaches of this Agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the SOW by a nationally-recognized express mail service. This Agreement may be executed in one or more counterparts and/or via electronic transmission (e.g., DocuSign), each of which will be deemed an original and all of which will be taken together and deemed to be one instrument. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Organization and Artist.

EXHIBIT A

**Statement of Work**

This Statement of Work (“SOW”) is by and between the Artist and Organization listed below (“Organization”). This SOW is governed by the Services Agreement into which this SOW is incorporated by reference (collectively, the “Agreement”). Artist and Organization cause this SOW to be executed by their respective authorized representatives as of the Effective Date set forth below (“SOW Effective Date”). In the event of any conflict between any provision in this SOW and any provision in the Agreement, the terms set forth in this SOW will prevail to the extent of such conflict, but solely with respect to the Project and Services provided under this SOW. By signing below, each party agrees to the terms set forth in the Agreement and this SOW.

|  |
| --- |
| **ORGANIZATION** |
| **Organization Name:** **[FULL LEGAL NAME]** | **Organization Point of Contact:** **[NAME]** |
| **Organization Street Address for Notice:** **[ADDRESS]** | **Phone: [XXXX]****Email: [XXXX]** |
| **ARTIST** |
| **Artist Name:** **[FULL LEGAL NAME]** | **Artist Point of Contact:** **[NAME]** |
| **Artist Street Address for Notice:** **[ADDRESS]** | **Phone: [XXXX]****Email: [XXXX]** |
| **PROJECT** |
| **SOW Effective Date:** **[DD/MM/YR]**  | **Project Term: [XXX]** **SOW Termination Date: [DD/MM/YR]** |
| **Services:**  | **[DESCRIBE]**  |
| **Deliverables:**  | **[DESCRIBE]** |
| **Marketing:**  | [DESCRIBE ANY OBLIGATIONS RELATING TO PROMOTING OR DISTRIBUTING CONTENT OR DELIVERABLES TO A PARTY’S AUDIENCE, CUSTOMERS, SOCIAL MEDIA FOLLOWERS, OR OTHER DISTRIBUTION CHANNELS IN CONNECTION WITH THE PROJECT] |
| **FEES** |
| **Total Fees:**  | $\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| **Fees Breakdown:** | [LIST RATES, EXPENSES, ETC.] |
| **Payment schedule:** | [LIST RELEVANT DATES OR ATTACH FEE SCHEDULE] |
| **Kill Fee:** | Fifty percent (50%) of total Fees shall be due within thirty (30) days from notice by Organization to Artist that the Project is canceled, terminated, or postponed more than \_\_ days/weeks for any reason. In the event that the Project is canceled, terminated or postponed upon or after delivery by Artist of the Deliverables, Organization must pay 100% of all Fees set forth in this SOW no later than five (5) days from the date of the notice.  |
| **Taxes:**  | [DESCRIBE ANY RELEVANT TAX MATTERS] |
| **Guild Fees, Residuals, Royalties, and Related Payments:** | [LIST] |
| **IP RIGHTS** |
| **Ownership of Deliverables**  | \_\_\_\_\_\_\_\_\_\_\_ shall own all worldwide right, title, and interest in and to the following Deliverables: [LIST]\_\_\_\_\_\_\_\_\_\_\_’s ownership of the Deliverables shall be subject to (i) the rights of third parties whose materials or services are contained in the Deliverables with \_\_\_\_\_\_\_\_\_\_\_'s prior knowledge and written approval (for example, stock footage, photos, music, and software) and used under a license or other permission granted to Artist or Organization ("Third-Party Materials"); and (ii) to \_\_\_\_\_\_\_\_\_\_\_’s rights in the Pre-Existing Materials. |
| **Works Made For Hire**  | In the event that the parties agrees that Organization shall own all right, title, and interest, in and to a particular Deliverable and such Deliverable is protectable under United States copyright law, that Deliverable shall be owned by Organization as a "work made for hire" as defined in Section 101 of the United States Copyright Act. To the extent that any or all of such Deliverables are not deemed a work made for hire, Artist assigns to Organization all right, title, and interest in and to the worldwide copyrights in such Deliverables. With respect to all other Intellectual Property Rights in the Deliverables, Artist irrevocably assigns to Organization all worldwide right, title, and interest in and to all intellectual property rights in such Deliverables. Upon the reasonable request of Organization, Artist shall, and shall cause the Artist personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist Organization to prosecute, register, perfect, or record its rights in or to any Deliverables and all Intellectual Property Rights therein. |
| **Licenses (if any):**  | [DESCRIBE ANY LICENSES BETWEEN THE PARTIES FOR THE USE OF ANY DELIVERABLES]  |
| **Artist Credit:**  | [DESCRIBE PROMINENCE, PLACEMENT, OTHER RELEVANT ELEMENTS]  |
| **Organization Marks:** | [LIST] |
| **Artist Marks:**  | [LIST]  |
| **ADDITIONAL TERMS** |
| **Project Specific Terms & Conditions:** |
| **Disclaimers:**  |
| **Artist:** By: Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Organization:** By: Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: Date:  |

**APPENDIX 1
TO EXHIBIT A – Statement of Work**

**Project Specific Terms**

This Appendix is incorporated into the Statement of Work dated \_\_\_\_\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_ Artist and \_\_\_\_\_\_\_\_\_\_\_\_ Organization, and shall be incorporated into and part of the Services Agreement referenced in the SOW.

* Union/non-union rights and responsibilities
* Services or industry specific terms: Music, advertising, music videos, visual arts, performing arts, etc.
* Special costs, fees, or other charges (e.g., production, in-house production, consulting, director, etc.)
* Project estimates/Cost estimates
* Changes in project scope or schedule
* Commissions, revenue shares, specific commercial terms
* Restrictive covenants/non-competes, non-hire, etc.
* Project estimates and remedies if overages
* Special licenses or intellectual property ownership terms
* Promotion and marketing specifics
* Audit or records required
* Data use/data protection/privacy terms
* Trademark Usage Guidelines