

## “FREE ARTIST SUBSCRIPTION” CONTRACT

1. By signing this contract you, in the role described in article 4 below, agree to publish one or more Works/Recordings (hereinafter “Works/Recordings” or “Work/Recording”) on our website [www.arsbox.com](http://www.arsbox.com), transferring all non-exclusive rights such as to upload, reproduce, spread, distribute, broadcast, sell and make available to the public the same in electronic form, in the manner indicated on the “publication form” of the Work described below; you also transfer the non-exclusive rights to publicly use the name, the pseudonym, any images and autobiographical information you may wish to supply, relating to the copyright holders, also for all promotional purposes, without limitation of any kind, also on websites belonging to third parties.
2. The rights transferred as described in article 1 above are transferred non-exclusively and therefore the Work/Recording can also be sent to other websites, and used in the usual contractual forms (publishing, recording, cinema, visual arts, etc.), without any fee being due to our company for these uses.
3. The following contractual conditions are foreseen and established for our “Free Artist Subscription”, which are different from the conditions of other possible “On payment Artist Subscriptions” (see eventual separate form on-line). You declare and guarantee that you have read all the clauses in this contract and that you agree to them by signing the subscription form.
4. You sign this contract in the role resulting from the subscription form and from the “publication form”, also in the name of and on behalf of all the other persons holding copyright on the Work/Recording as per articles 16 and 18, from whom you confirm that you have previously obtained irrevocable mandate to act and all the documentation requested below.
5. Hereinafter the term “Work/Recording” will be understood as the intellectual property, including all copyright and the mechanical device on which it is incorporated, with all the rights held by both the artist and the producer. The authorisations set out below therefore also refer to the material goods (recordings) incorporating the Work/Recording or intellectual property and the artists’ rights.
6. We hereby declare that we agree to publish Works/Recordings only in the following categories: literature, music, cinema, comic strips and visual arts.
7. The subscription form must be completed and sent to our company as acceptance of the contractual clauses and will determine the start date of the subscription and the identity of the subscriber. The subscription form must be accompanied by the correctly completed “publication form” for each Work/Recording to be uploaded onto our website, the correctly completed documents requested in article 18 below and evidence of payment of the subscription fee. When all the above formalities have been completed correctly, we will send to you by e-mail a secret identification code (user name and password), which will be necessary to access our website and to carry out any operation. Subscription to our website cannot be considered complete or valid until you have received our e-mail of confirmation, and this confirmation will only be sent if all the data and documents requested have been supplied and the registration and identification procedures have been completed correctly. We reserve the right to accept or refuse subscriptions at our discretion and to refuse the publication of Works/Recordings where, in our opinion, they are contrary to moral or ethical propriety, good taste and/or national, international or community laws.
8. You hereby declare, recognise and guarantee that you will be responsible for any use and/or access to our website using your recognition data (user name and password); any Work/Recording sent using your user name and password will be published on the assumption that it was sent by you, personally. Therefore you hereby indemnify our

company of all responsibility relating to any use of any of your Works/Recordings and/or any other communication sent to our company using your recognition data as described above.

9. All the procedures foreseen by this site for the purposes of your personal subscription, the publication of your Works/Recordings and all other material may be changed at any time and at our discretion.
10. By accepting the terms of this agreement, you may make the Works/Recordings available on our website by simply following the upload procedure, using the indications in the “Help” section of our website, where you will also find the formats necessary for sending and publishing the Works/Recordings. We reserve the right to change them at any time, according to our technical and operational requirements. It will be your responsibility to check each time which format is necessary. You hereby declare that you understand that we will not publish Works/Recordings sent in formats other than those requested.
11. The graphic design, the page layout, font, colours, cover design and all other aspects will be chosen by you, using the programs that we make available, or any program you may wish to use, providing it is compatible with the technical standards requested by our company and set out in the “Help” section of the website; therefore the Work/Recording will be supplied ready for publication in the chosen “packaging”. Where this packaging includes drawings, photographs, images, titles or other creative and/or identification elements, you hereby declare and guarantee that these are your own creation and/or that you have free and unreserved access to them.  
Consequently, we will not accept any responsibility with regard to the presentation and/or graphic, creative and/or identification elements on the Work/Recording, which will be published as supplied, without processing and/or additions and/or variation by our company.
12. Our company will make available an entire dedicated page, where it is possible to give a brief biography, the list of the Works/Recordings or other matters of interest and where it will be possible, from time to time, to use other services that we make available.
13. You declare and guarantee that you are the author of the Works/Recordings for which you request publication on our website throughout the subscription. Should the Works/Recordings be created with other co-authors, or should there be performances by third parties, you agree to respect all the conditions of articles 16 and 18 below.
14. Moreover, you declare and guarantee that the Works/Recordings for which you request publication on our website are original and protected Works/Recordings and do not infringe the rights of third parties.
15. You hereby agree to indemnify and hold harmless our company from any censure, request or claim from third parties in relation to the above Work/Recording, its title, its content, any other identification element and evocative content in it and in its packaging, and from any censure, request or claim from third parties in any way depending on the materials you have supplied and/or connected with and/or consequent to the authorisations you have granted, expressly exonerating our company from all responsibility and agreeing to reimburse all damages suffered, including any legal costs we may incur in our defence and any other expense in any way dependant on the guarantees you have offered.
16. You agree to supply all the data in the compulsory fields on the subscription form. Moreover, you agree to complete for each Work/Recording to be published, a specific “publication form” containing all the information necessary for identifying the Work/Recording, its authors and any performers. You declare that you are aware of our legal obligations with regard to copyright law with reference to the identification of the Works/Recordings and all the copyright holders and to their safeguards. The data necessary is set out on the above-mentioned “publication form”, which you agree to complete in detail and precisely in all its parts. You hereby accept responsibility for the correctness and completeness of the information supplied and agree to indemnify and hold harmless our

company against any request and/or claim by third parties, including compensation/claims for damages, due to your false and/or incomplete declarations. If the compulsory fields on the “publication form” are not completed, it will not be possible to publish the Work/Recording, which, therefore, will automatically be considered to have been rejected.

17. If the Work/Recording is registered with S.I.A.E. or any other copyright agency (author’s rights, performing artist’s rights, producer’s rights, other), you will be required to supply all data regarding the identification of your registration and/or of third parties holding rights and the individual registrations.
18. For the Works/Recordings created in cooperation, in co-production or in the case of collective cinema, photographic, phonographic Works/Recordings and/or Works/Recordings created by more than one subject holding rights, each of these persons must authorise the publication of the Work/Recording and the uses set out in this contract. This authorisation must be given by signing the specific mandate and transfer of copyright form which can be downloaded from our website; it must be signed by all the copyright holders and sent to us in the original copy, together with a copy of the identity documents of all the copyright holders, at the following address: ARS BOX S.r.l. – VIA SAN PAOLO, 15, 20121 MILANO by registered delivery post. If the mandate and transfer of copyright form signed by all the copyright holders, or copies of the identification documents of all the copyright holders are not sent, we will not be able to publish the Works/Recordings, which will therefore automatically be rejected. We do not accept any responsibility for documents sent by ordinary mail and not delivered to our company.
19. The Works/Recordings that you make available may not contain and/or be accompanied by and/or refer, even implicitly, to brands and/or logos of third parties, nor must they contain any advertising, promotional and/or commercial references to products and/or services of third parties.
20. You hereby declare that you are aware that the domain name [www.arsbox.com](http://www.arsbox.com) and the brand “Ars Box” are our exclusive property and you agree not to use them for any purpose, reason and/or cause in combination with the Work/Recording except on this website, unless previously authorised in writing.
21. You agree that the “Free Artist Subscription” only refers to the publication service for the Works/Recordings and the diffusion, distribution, broadcasting, sale and availability to the public of the same, the supply of a dedicated page, and – in the case of Works/Recordings made available on payment – the collection of income, accounting and payment. All promotional services and the guarantee of particular visibility, except for the collocation of each of your Works/Recordings in the “New” section on publication, are excluded. You hereby declare that you are aware that the “New” section is constantly renewed as the website receives new subscriptions for Works/Recordings, and that it will not, therefore, be possible to guarantee any minimum permanence of your Work/Recording on the home page of our website.
22. You hereby confirm that you are aware of the fact that your Works/Recordings will be made available to the public according to the choices you have made during the publication procedure (and in particular, in ‘streaming’, (if available) or in ‘downloading’ mode and in ‘free of charge’ or ‘on payment’ mode).
23. For the above purposes we specify that:
  - a. ‘*streaming*’ is the method which gives the user only the right to listen to/read/view the Work/Recording, wholly or in part, on the Internet, without allowing the user to download or save, or more generally to fix and/or reproduce the Work/Recording on sound and/or video devices and/or in any other manner;
  - b. ‘*downloading*’ is the method which allows the user, apart from streaming (or independently from it), to download and/or save, or more generally to fix and/or reproduce the Work/Recording or part of the same (with or without images) by

means of electronic or telematic networks on sound and/or video devices and/or in any other manner.

In both cases our company does not accept any responsibility with regard to the possible unauthorised use of the Work/Recording by third parties and therefore you hereby declare that you are aware of all the associated and consequent risks of publishing the Works/Recordings on the electronic networks; nor does our company accept any responsibility for any arbitrary change, adaptation and/or other combination of the Work/Recording by third parties.

24. Should you have chosen to make the Work/Recording available to the public free of charge, our company will not be required to make any payment for any and every use of the same by third parties, nor more generally for any motive, reason and/or cause, since the publication on our website and every consequent use will be considered purely promotional, for the diffusion of the Work/Recording and its author to the user public. In this case you hereby declare that you renounce every and any fee due by contract and by law for the use of the Work/Recording and that the other copyright holders also renounce these rights, as shown on the copyright transfer forms you have sent to our company. You hereby agree to indemnify and hold harmless our company from all third party claims on this matter.
25. Should you have chosen to make the Work/Recording available to the public on payment, you must indicate the price for which you intend to make available streaming and/or downloading of the Work/Recording, by completing the specific field on the “publication form”. For technical reasons, the price you choose cannot be changed, except in exceptional cases, and only following written agreement with our company.
26. If the Work/Recording is granted on payment, we will collect the user fees and will pay you 70% (seventy per cent) of the net user fee as at article 15 above, for each Work/Recording effectively used, net of any S.I.A.E. fees in the case of registered authors. The above percentage is to be considered comprehensive of all fees due to yourself and to any other copyright holders (author, performer, producer) you represent, also due by law (including neighbouring rights, where foreseen). We will not make payment, if payment is not received from the users. The net user fee is the price to the public, net of duties, taxes, levies, banking commissions and every current or future tax payment and any expense connected to and/or consequent to the collection of fees. You must pay any other copyright holder of the Work/Recording and this must be shown on the copyright transfer documents you send to us. You agree to indemnify and hold harmless our company from all third party claims on this matter. You will receive statements of the fees due to you bi-annually on June 30<sup>th</sup> and December 31<sup>st</sup> each year. The payments due will be made by our company within the following thirty days, on presentation of the necessary fiscal documentation.
27. You hereby declare that you are aware of the fact that our company does not accept responsibility for the compliance of users with the contractual conditions undertaken, and of the possibility that the Work/Recording may be used in a manner other than that agreed, for reasons beyond our control and you exonerate us as of now of all responsibility. Moreover, our company does not accept responsibility for any interruption to the service on-line and/or for other technical problems concerning our company and/or third parties, which may make the Works/Recordings temporarily unavailable.
28. We will be free to utilise on our website any logo and/or brand name belonging to third parties, including advertising banners and any other type of advertising for the promotion and marketing – direct or indirect – of any goods, products or services without your having the right to complain in any manner regarding the existence of unauthorised advertising in juxtaposition to the Works/Recordings, the name, pseudonym, image, etc. of any other copyright holder and without the right to claim any part of the revenues from advertising on our website as described above.

29. We reserve the right to organise competitions and to make promotional offers for goods and services, also in cooperation with third party companies, without necessarily asking for authorisation.
  30. You hereby declare that you are aware that the users of the site are free to express their critical opinions of the Works/Recordings published on the site and that they will, in fact, be encouraged to write reviews and express votes for the Works/Recordings made available. We declare and guarantee that the votes published will correspond to the mathematical average of the votes received from all the users and will be continually updated as new votes are sent in.
  31. Furthermore, we reserve the right to suspend publication of the Works/Recordings at any time and to remove them, in the case of violation of any part of this contract, or when we receive complaints from third parties, or when, at our exclusive discretion, we feel this is necessary and/or opportune, also without reason. You renounce as of now all compensations/claims to damages against our company for any reason whatever. In this case no reimbursement will be made of the subscription fee and the royalties earned for use of the Works/Recordings will be accounted for and paid, except in the case of violation of contractual agreements which will allow us to withhold these sums as a penalty, with the exception of reimbursement of larger claims.
  32. The subscription you have signed will expire on the date shown in article 34<sup>1</sup> below: during this period you may send for publication an unlimited number of Works/Recordings, provided you complete the specific "publication form" for each Work/Recording you wish to publish and send to our company the releases and all the documentation necessary, as set out above. The cost of the subscription will be a single annual fee for any number of Works/Recordings published.
  33. Both yourself and our company can, at any time, withdraw from the contract, giving at least 2 (two) months prior warning by registered delivery mail. In the case of withdrawal from the contract, for whatever reason, the subscription fee will not be reimbursed, and in the case of publication of a Work/Recording on payment, you will be paid the amount due at the time of withdrawal. On expiry of the contract the Work/Recording and or the Works/Recordings will be immediately put off-line and removed from our website.
  34. If the contract is not previously cancelled (at least 3 months prior to the expiration date), it will be automatically renewed, every year, for additional 12 (twelve) months (see article 4). On expiration of the contract the Work/Recording and or the Works/Recordings will be immediately put off-line and removed from our website. Should you renew the subscription at least 15 (fifteen) days prior to the annual expiry of the subscription, on condition of the regular payment of the subscription fee, the Works/Recordings will be maintained on-line.
  35. We will be free to cede the contract and the credits due to us to third parties, at any time and without the need for further consent.
  36. You hereby recognise, also in accordance with and by effect of article 13 of the Italian legislative decree D.Lgs 196 dated 30/6/2003 the right to hold and elaborate your personally identifying data acquired in execution of and/or on the occasion of this contract, with or without the use of electronic equipment, for the purposes linked to our commercial activities. The main use/processing of the personal data you have supplied is linked to contractual, accounting and fiscal obligations and within these limits the authorisation is to be considered necessary, although not compulsory. You may exercise all the rights set out in article 13 of the Italian legislative decree D.Lgs 196 dated 30/6/2003. The data controller is our company.
  37. For all communications, including the delivery of reports, you must elect as your domicile the address shown on the subscription form, all our correspondence from our company will
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be sent to this address. It will be your duty to inform us of any changes in the correspondence address.

38. This contract is subject exclusively to Italian jurisdiction and to Italian law only. All controversies regarding the execution and/or conclusion of this contract will be the exclusive competence of the Court of Milano, Italy.

You hereby specifically declare that you accept the conditions at articles: 1-2-4-5-7-9-11-13-14-15-16-17-18-19-20-21-24-26-27-28-29-30-31-33-35-36-38 above, in accordance with and by effect of articles 1341 and 1342 Italian Code of Civil Procedure.