

SERVICE AGREEMENT FOR ON-LINE VOICE-OVER PLACEMENT

THIS AGREEMENT is made on this the Day of _____ 20__

BETWEEN:

- (1) **CONTENT CREATION PTE LTD**, a company duly incorporated under the laws of the Republic of Singapore, with a registered address at 137 Cecil Street #06-00, Singapore 069537 and a mailing address at 27B Tanjong Pagar Road, Singapore, Singapore 088450 ("Content Creation"); and
- (2) _____ of [Singapore NRIC No./ Passport No] _____ and with an address of service at _____ (the "Talent")

IT IS HEREBY AGREED as follows:

1. Definitions

- 1.1 "Content Creation's Website" shall mean the following website from which the Product will be available to the public: www.voiceovers.com.sg.
- 1.2 "The Product" shall mean
 - (a) the voiceover recording of the Talent, and
 - (b) contact details and written profiles of the Talent and the said voiceover recordingwhich are submitted by the Talent and approved by Content Creation for exhibition transmission and web-cast throughout the Territory on Content Creation's Website, details of which are annexed hereto as **Annexure 1**. References in this Agreement to the Product shall include the plural where the context so determines.
- 1.3 "Territory" shall mean all countries, bases, locations and sites throughout the universe.
- 1.4 "Duration of this Agreement" shall be deemed to have commenced on the date above and shall continue for a period of one year unless extended or terminated in accordance with the terms of this Agreement.
- 1.5 "The Talent" shall be the person whose voice is embodied in the Product.

2. Non-Exclusive Engagement of Content Creation by the Talent

- 2.1 The Talent agrees to deliver the Product to Content Creation for exhibition, transmission and webcast on Content Creation's Website on a non-exclusive basis for the Duration of this Agreement in consideration for the payment of S\$288.
- 2.2 Content Creation agrees to include the Product on Content Creation's Website.

3. Warranties, Undertakings and Obligations of the Talent

- 3.1 The Talent confirms that it has attained the age of twenty-one (21) years, failing which, the Talent must obtain the consent of its parent or legal guardian who will also

therefore place his/ her signature on this Agreement, such signature evidencing his/her consent to the Talent entering into this Agreement.

- 3.2 The Talent confirms and agrees that it is free to enter into this Agreement and that it is not under any restriction or prohibition which might prevent it from performing any of the obligations under this Agreement.
- 3.3 The Talent confirms that it has not entered into and shall not enter into any arrangement which has or might conflict with this Agreement.
- 3.4 The Talent warrants to Content Creation that it has full power and authority to enter into this Agreement and is not bound by any previous agreement which adversely affects this Agreement.
- 3.5 The Talent confirms that it is the sole owner of or controls all copyright, design right, trade marks and service marks and any other rights in the Product (including the Talent's name) throughout the Territory.
- 3.6 The Talent confirms that neither the Product nor any part thereof is obscene or defamatory of any person.
- 3.7 The Talent agrees that Content Creation may place and promote the Product or any other products in any fashion it deems fit on Content Creation's Website. The Talent agrees that Content Creation shall have the final editorial decision in respect of the position and size of the representation of the Product and the Talent's name on Content Creation's Website and any updates and changes that may be necessary. Provided that Content Creation shall ensure as far as reasonably possible that the details of the Product and the Talents name are accurate in terms of the image, text and sound and the purpose for which the Product is intended. Content Creation shall in no way be held liable for any loss or damage or any loss of income suffered by the Talent arising from content on Content Creation's Website.
- 3.8 The Talent agrees that it shall provide Content Creation with a full list of the details of the Talent which is to be listed on the Talent's individual web page on Content Creation's Website.
- 3.9 The Talent confirms that the Product conforms with the quality and description and other particulars stated in Annexure 1.
- 3.10 The Talent confirms that it shall own and/or control the Product at all material times and that it shall be responsible for all sums due to third parties in respect of the production of the Product; and in respect of the inclusion of the Product in Content Creation's Website and that no such sums shall be the responsibility of Content Creation.
- 3.11 The Talent agrees that it shall not acquire any rights or interest in Content Creation's Website except those which relate to the Talent's Product and/or the Talent's name.
- 3.12 The Talent agrees that it will not assert any moral rights in relation to inclusion of the Product on Content Creation's Website.
- 3.13 The Talent undertakes that it shall not without the consent in writing of Content Creation disclose, reveal or make public information of any nature in connection with the business of Content Creation or the terms of this Agreement all of which shall be treated by the Talent on a strictly confidential basis.
- 3.14 The Talent shall at all times throughout the Term be solely responsible for informing Content Creation of any inaccuracies relating to the Talent's details on Content

Creation's Website. The Talent shall ensure that Content Creation is informed in writing of such inaccuracies.

- 3.15 The Talent confirms that Content Creation has fully advised the Talent of its rights to seek legal advice on the contents of this Agreement and has given the Talent every opportunity to take such advice.
- 3.16 The Talent acknowledges that Content Creation shall not in any way be responsible for damage or loss to the Talent in any manner arising from placement of the Product or the Talent's details and information on Content Creation's Website.
- 3.17 The Talent undertakes to indemnify Content Creation and keep Content Creation at all times fully indemnified from and against all actions proceedings claims demands costs (including without prejudice to the generality of this provision legal costs of Content Creation on a solicitor and own client basis) awards and damages however arising directly or indirectly as a result of any negligence and/or breach of non-performance by the Talent of any of the Talent's undertakings warranties or obligations under this Agreement.
- 3.18 The Talent warrants that for the Product supplied by the Talent to Content Creation whether or not it was created for this Agreement, the Talent is either the sole author of the Product and the sole absolute and unencumbered legal and beneficial owner of all rights of copyright and all other rights whatever in and to the Product throughout the world and has not assigned any rights or licensed any right in the Product to any person, organisation and/or corporation to the exclusion of the Talent, or the Talent has obtained permission to so use the Product for the purpose for which it is supplied, and that the Product does not infringe any copyright moral right of publicity or any other right whatever of any person, organisation and/or corporation and does not contain anything defamatory.

4. Legal Proceedings

In the event of any claim, demand or action by any third party against the Talent or Content Creation in respect of the supply to the public of the Product on Content Creation's Website and/or the Talents name and/or Content Creation's Website that it may become aware of or be served upon it by any third party then each party shall notify the other immediately of the nature and detail of any such matter of which they have knowledge. In the event that any party intends to seek to be indemnified from the other for the legal costs or damages then it is under an obligation to allow the other party to have an opportunity to assist in the defence of such case and make no admission or settlement without the consent of such party. Further that it shall allow the party who is to pay the costs and/or damages under any indemnity to control and dispose of the matter as it deems fit provided that it does not impugn on the business of the Content Creation and/or Talent.

5. Confidentiality

The Talent and Content Creation shall not disclose at any stage to any third party (except their respective professional legal advisors, accountants and banks) any confidential, business or future plans of the other party including but not limited to the commercial terms of this Agreement which is acquired pursuant to this Agreement. Provided that the reliance on confidentiality does not apply if the information is already in the public domain or the parties propose to agree an advertising publicity or promotional document or event.

6. Entire Agreement

This Agreement represents the entire terms agreed between the parties and supersedes all previous agreements, undertakings, promises and representations made by one party to the other, whether oral or in writing. Any amendment or alteration to this Agreement shall be in writing and signed by a duly authorised representative of both parties.

7. No Partnership or Employment

This Agreement shall not be deemed to create any partnership or employment relationship between the parties.

8. Notices

The parties agree to serve notices to each other by recorded first class post, fax or by e-mail. For this purpose Content Creation is entitled to regard the address/ fax number/ telephone number and e-mail address furnished by the Talent to be valid at all material times of this Agreement. Where notice is by fax or e-mail then confirmation must also be made by a telephone call to that respective office making them aware of the service of notice. In any event notice is deemed to have been received within [two] working days after the notice was sent.

9. Force Majeure

- 9.1 Neither party shall be responsible to the other party in circumstances where the obligations under this Agreement cannot be performed due to circumstances outside the reasonable control of the defaulting party. However, if such circumstances persist for more than [25] working days then non-defaulting party may terminate this Agreement by notice in writing.
- 9.2 Any party which is unable in whole or part to carry out its obligations under this Agreement shall promptly give written notice to that effect to the other party stating in detail the circumstances for such force majeure and the estimated time to remedy such event.
- 9.3 Both parties agree that in such event they shall reach an amicable settlement to resolve the matter. Each party shall bear its own losses and costs.

10. Termination

- 10.1 In addition to any rights or remedies at law, this Agreement may be terminated by Content Creation giving immediate written notice to the Talent where the Talent has committed a breach of this Agreement.
- 10.2 Either party shall have the right but not the obligation to terminate this Agreement immediately by notice in writing in the event that the other party becomes insolvent, enters into an arrangement with its creditors, a receiver or receiver/administrator is appointed over the business of the defaulting party or the directors or shareholders of the company pass a resolution to suspend trading, wind up or dissolve the company other than for the purposes of amalgamation or reconstruction.

11. Third Party Transfer

- 11.1 Both parties shall be entitled to assign the benefit of this Agreement in whole or in part to any third party provided that no such assignment shall relieve Content Creation or the Talent of its obligations under this Agreement in the event of breach by the company receiving the benefit of the assignment. Further the party assigning of this Agreement must:
- (a) undertake that the rights of the other party under this Agreement shall not be adversely affected by such assignment; and
 - (b) agree to indemnify the other party against any loss damage or claim arising in consequence of such assignment.
- 11.2 This Agreement shall bind and ensure to the benefit of the parties and the respective personal representatives, assigns or other successors in title.

12. Governing Law

This Agreement shall be construed under and governed by the Laws of the Republic of Singapore.

13. Contracts (Rights of Third Parties) Act

Save for the Parties specifically mentioned herein this Agreement any person or party who is not a party to this Agreement whether or not any benefit is conferred or purported to be conferred on him directly or indirectly has no right under the *Contracts (Rights of Third Parties) Act 2001* to enforce any term of this Agreement.

Signed by

Signed by

For and on behalf of
CONTENT CREATION PTE LTD

In the presence of:

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