

AGREEMENT between **Madison Scott-Clary** (“Client”) and **Alexis Vandom** (“Talent”). The parties to this Agreement wish to provide Audiobook recording (“the Recording”) for the novel “**Qoheleth**” (“the Work”).

## 1 Duration

This Agreement governs all rights granted herein in perpetuity.

## 2 Rights

**Talent’s rights** Talent retains all rights to the Recording not granted to Client below.

**Client’s rights** Talent grants rights to use the Recording as novel to be published in conjunction with the Work in complete and serial digital formats, and to be used in part or in whole for marketing post publication.

**Copyright** Copyright of the Recording will remain with Talent with only the above rights licensed. Copyright of the Work will remain with the Client with only the above rights licensed.

**Talent use** Talent will not present the Recording or reproductions prior to the publication date without Client’s written consent. Talent will not present the Recording or reproductions without reference to the Work and Client visible on or attached the Recording or reproductions.

## 3 Indemnifications

Talent attests that they are the sole creator of the Recording and that the Recording, to the best of their knowledge:

- Will not infringe on the personal rights of a third party, and
- Will not give rise to claims in defamation, privacy, infringement of copyright or trademark, etc.

Talent indemnifies and holds harmless Client against any and all claims, actions, demands, etc. arising from the publication of the Recording. This includes, but is not limited to, actions involving plagiarism, fraud, and theft.

### **3.1 Artificial Intelligence**

- Client expressly agrees not to utilize any portion of Talent’s file, recording or performance of Talent for purposes other than those specified in the initial Agreement between the parties, including but not limited to creation of synthetic or “cloned” voices or for machine learning.
- Specifically, Client shall not utilize any recording or performance of Talent to simulate client’s voice or likeness, or to create any synthesized or “digital double” voice or likeness of Talent.
- Client specifically agrees not to sell or transfer ownership to all or part of any of the original files recording the performance of Talent to any third party for purposes of using the files for Artificial Intelligence, such as text to speech, or speech to speech uses, without Talent’s knowledge and consent.
- Client agrees not to enter into any agreements or contracts on behalf of Talent which utilizes all or any part of any of the original files recording the performance of Talent for purposes of using the files for Artificial Intelligence, such as text to speech, or speech to speech uses, without Talent’s knowledge and consent.
- Client agrees to use good faith efforts to prevent any files of recordings or performances stored in digital format containing Talent’s voice or likeness from unauthorized access by third parties, and if such files are stored in “the cloud” Client agrees to utilize services that offer safeguards through encryption or other “up-to date” technological means from unauthorized third party access.

## **4 Duties**

**Talent duties** Talent shall:

- Deliver complete Audiobook recording as a high-resolution digital asset,

- Work with Client and any representatives during the pre-publication process, and
- Promote and market the Work as they see fit post-publication.

## 5 Compensation

**Per finished hour** The Author agrees to pay \$200 per finished hour to Talent upon completion of the Recording. The Author will furnish payment via Paypal.

## 6 Publication

**Publication date** Publication of the Recording will not take place after TBD. Receipt of the Recording will be no later than six weeks prior to the publication date.

**Reasonable delay** Publication may be reasonably delayed due to unforeseeable circumstances through no fault of Client or Talent such as, but not limited to, criminal action, labor disputes, etc.

**Sunset** If the publication date is not met by TBD plus 90 days, this contract will sunset and all rights revert back to Talent.

## 7 Competing works

Talent agrees that they shall publish no other work, during the terms of this contract, that includes any characters, likenesses, or any other material related to the Work mentioned herein, unless agreed upon by Client (e.g., Talent may not create subsequent pieces with another publisher without prior consent of Client).

## **8 Termination**

Other than the mechanisms outlined above, this Agreement may only be terminated by written agreement signed by both Talent and Client.

## **9 Additional regulations**

This Agreement is subject to the laws and regulations of the State of Washington.

Voice talent contract – Qoheleth

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**Signed**

*Madison Scott-Clary*

Printed name of Client

*Alexis Vandom*

Printed name of Talent



Signature of Client

Signature of Talent

February 27, 2024

Date

Date