

**DEED OF TRANSFER**  
**OF**  
**COPYRIGHTS**

**THE UNDERSIGNED:**

1. \_\_\_\_\_  
(full names creator)

hereinafter referred to as “**Creator**”;

and

2. \_\_\_\_\_  
(full names)

hereinafter referred to as “**Receiving Party**”;

Creator and Receiving Party are hereinafter also collectively referred to as the “**Parties**” and individually as the “**Party**”.

**WHEREAS:**

- (A) Creator has created the Work as attached hereto as **Attachment A** (hereinafter referred to as “the **Work**”);
- (B) Parties wishes to ensure that all existing and future Copyrights related to - or arising from the development of the Work and everything related thereto are transferred by Creator to Receiving Party; and
- (C) Parties have reached agreement on the mutual rights and obligations in connection with the transfer referred to under B which agreement the Parties wish to record by means of this Deed of Transfer.

**DECLARE TO HAVE AGREED AS FOLLOWS:**

**Article 1 – Transfer of Copyrights**

- 1.1 Creator hereby transfers to Receiving Party all existing and future Copyrights related to (- or arising from the development of) the Work and everything related thereto, which transfer is hereby accepted by Receiving Party.
- 1.2.1 Creator hereby provides Receiving Party an irrevocable power of attorney to do all Receiving Party deems necessary – including but not limited to executing agreements or deeds – on behalf of Creator in as far as Receiving Party is of the opinion that any acts are required to effect the transfer as referred to in this Clause 1.2, with respect to Copyrights in the Work.

- 1.3 Creator hereby warrants that the use of the Work by Receiving Party, does not infringe any Copyrights or other rights (including, but not limited to, moral rights) or interests of any third party.
- 1.4 As a result of the foregoing clauses, Receiving Party is entitled to register and/or have registered the Work, including but not limited to any copyrights vested in the Work in the Copyrights Register.
- 1.5 Creator agrees to assist Receiving Party with any actions required in relation to the foregoing clauses, including but not limited to signing any and all documents and cooperating with claims against third parties infringing the Copyrights.

#### **Article 2 – Waiver of moral rights**

Creator hereby irrevocably and unconditionally:

- (a) waives all moral rights with respect to the Work to the fullest extent possible under applicable law;
- (b) authorizes Receiving Party to refer to Creator – or its successor in rights – as the sole creator (“*Maker*” in Dutch) of the Work; and
- (c) agrees not to invoke (as far as permitted by Dutch law) any other moral rights against Receiving Party with regard to the Work.

#### **Article 3 – General provisions**

- 3.1 No amendment to or modification of this Deed of Transfer is effective unless it is in writing, identified as an amendment to this Deed of Transfer and signed by an authorized representative of each Party.
- 3.2 If any provision of this Deed of Transfer shall be judged to be invalid, illegal or unenforceable in any respect, such adjudication shall not affect or modify any other provision of this Deed of Transfer and the effect thereof shall be confined to the provision as to which such adjudication is made. Parties shall undertake to replace the invalid or ineffective provision with a term that closest reflects the intended purpose of this Deed of Transfer.

#### **Article 4 – Governing law and competent court**

- 4.1 This Deed of Transfer shall be governed solely by the laws of The Netherlands.
- 4.2 For all disputes arising from or in connection with this Deed of Transfer solely the District Court of Rotterdam, The Netherlands, will be competent, without prejudice to the right to appeal with the competent Dutch courts.

IN WITNESS WHEREOF, the Parties have caused this Deed of Transfer to be executed on \_\_\_\_\_ (Date)

1.

2.

\_\_\_\_\_  
(Name creator)

\_\_\_\_\_  
(Name Receiving Party)

Attachment A