

• THE IMPRINT · SPECIMEN COPY

Artist Partnership *Agreement*

The full agreement every Lyric voice artist signs. Built on the Consent, Control, and Compensation framework: the artist performs the voice and earns from it, Lyric builds and owns the Voice Models and manages licensing and protection.

Composed, not cloned.

This specimen is published for transparency and review. It is not an offer and is not for execution. Executed agreements include artist-specific schedules and may vary by jurisdiction.

DRAFT FOR LEGAL REVIEW · Bracketed items require attorney confirmation before publication.

1. Parties and Purpose

This Artist Partnership Agreement (the “Agreement”) is entered into between Lyric Voices [*LEGAL ENTITY NAME AND FORM, e.g., Lyric Voices, Inc., a Delaware corporation*] (“Lyric”) and the voice artist identified in Schedule A (the “Artist”).

Lyric operates a curated imprint of AI voice identities built with professional voice artists. The Artist performs the voice. Lyric builds, owns, and manages the resulting Voice Models and licenses them to approved clients. The Artist earns ongoing compensation from that licensing and retains the consent, control, and withdrawal rights set out in this Agreement. This structure follows the Consent, Control, and Compensation framework advocated by the National Association of Voice Actors.

This Agreement governs the recording, creation, deployment, licensing, and protection of the Artist's voice within the Lyric imprint.

2. Definitions

“Voice Model” means any machine learning model, voice synthesis configuration, embedding, or derivative technical artifact created by or for Lyric from the Artist’s Recorded Performances and capable of generating synthetic speech.

“Voice Identity” means the named imprint persona (for example, a voice published under an Edition name) associated with the Artist’s performance, including its canonical samples, tonal positioning, and public attribution.

“Recorded Performances” means audio recordings of the Artist made under this Agreement for the purpose of creating or updating Voice Models.

“Deployment” means any use of a Voice Model by Lyric or a licensee to generate or deliver synthetic speech in a product, service, campaign, or experience.

“Net Licensing Revenue” means gross revenue actually received by Lyric from licensing the Artist’s Voice Model, less [*refunds, chargebacks, taxes collected, and direct third-party platform fees attributable to that licensing; attorney to confirm permitted deductions*]. Net Licensing Revenue excludes Opus subscription revenue, which is compensated separately under Section 7.4.

“Licensing Tier” means one of the three licensing structures defined in Section 6: Non-Exclusive, Industry-Exclusive, or Brand-Exclusive.

“Pre-Approved Use Cases” means the categories of Deployment that the Artist has approved in advance, as listed in Schedule B.

“Category Exclusions” means the categories of Deployment that the Artist has prohibited, as listed in Schedule B (for example, political advocacy, religious content, gambling, or adult content).

“Forward Withdrawal” means the Artist’s withdrawal of consent to new licensing of the Voice Model, as described in Section 8.2.

“Full Retirement” means the termination of all active Deployments of the Voice Model for a Defined Cause, as described in Section 8.3.

“Defined Causes” means the circumstances listed in Section 8.4 that entitle the Artist to Full Retirement.

3. Engagement and Recording Sessions

3.1 SESSIONS BY AGREEMENT

No recording session occurs without the Artist's prior written agreement to the session's purpose, scope, and fee. The Artist receives this Agreement and all relevant schedules before the first session. No Artist records on a speculative or deferred-payment basis.

3.2 SESSION FEES

Each session is negotiated individually. Lyric guarantees a minimum session fee of 1,000 USD per four-hour session, scaled proportionally for longer sessions, or the prevailing local union scale in the Artist's market, whichever is higher. Session fees are paid within [30] days of the session and are separate from, and in addition to, all royalties and revenue shares under this Agreement.

3.3 SESSION SCOPE

Recorded Performances may be used only to create or update Voice Models for the Voice Identity described in Schedule A. Use of Recorded Performances for any other purpose requires the Artist's separate written consent.

4. Voice Models, Ownership, and Attribution

4.1 LYRIC OWNERSHIP OF VOICE MODELS

Lyric owns the Voice Models, including all intellectual property in the model weights, configurations, and technical artifacts, subject at all times to the consent, control, compensation, withdrawal, and reversion rights granted to the Artist in this Agreement.

4.2 ARTIST RIGHTS

The Artist retains all rights in their natural voice, name, image, likeness, and biography. Nothing in this Agreement transfers ownership of the Artist's voice itself. Lyric's rights extend only to the Voice Models

created from Recorded Performances made under this Agreement and only for the term and uses permitted here.

4.3 NO UNLICENSED TRAINING

Lyric will not create, train, or update any Voice Model using audio of the Artist that was not recorded under this Agreement, and will not use found audio, scraped audio, or third-party recordings of the Artist for any purpose.

4.4 ATTRIBUTION

The Voice Identity is publicly attributed to the Artist by name unless the Artist elects pseudonymous or unattributed presentation in Schedule A. The Artist may change this election with [30] days' written notice, applied to future publications and materially updated Deployments.

5. Consent Framework

5.1 STRUCTURED APPROVAL RIGHTS

The Artist's consent operates at four levels:

- **Pre-Approved Use Cases.** Deployments within the categories listed in Schedule B may proceed without per-Deployment approval.
- **Category Exclusions.** Deployments within excluded categories are prohibited absolutely and may not be requested by licensees or by Lyric.
- **Specific-Deployment approvals.** Any Deployment outside the Pre-Approved Use Cases requires the Artist's prior written approval, with full context provided, including the licensee's identity, the intended use, and the commercial terms relevant to the Artist's royalty.
- **Update approvals.** Any retraining or material update of a Voice Model requires the Artist's prior written approval.

5.2 NEW CATEGORIES REQUIRE NEW CONSENT

Consent given for one category of use does not extend to any new category. If Lyric develops new products or licensing categories, Deployment of the Artist's Voice Model in them requires the Artist's separate written consent.

5.3 MODIFYING ELECTIONS

The Artist may modify their Pre-Approved Use Cases and Category Exclusions at any time through the artist application described in Section 11 or by written notice. Modifications apply to new licenses prospectively and do not affect licenses already executed, except where a modification reflects a Defined Cause.

6. Licensing Structure

Lyric licenses Voice Models to clients under three tiers. The applicable tier is recorded in each license and reflected in the Artist's royalty statements.

6.1 NON-EXCLUSIVE

The Voice Model is licensed to multiple clients concurrently for Deployments within the Pre-Approved Use Cases. This is the starting tier and carries the base royalty rate in Section 7.1.

6.2 INDUSTRY-EXCLUSIVE

A client receives exclusivity within a defined industry vertical for a defined period. Industry-Exclusive licenses carry an elevated royalty rate as set out in Schedule C.

6.3 BRAND-EXCLUSIVE

A single brand receives exclusive use of the Voice Model for a defined period. Brand-Exclusive licenses carry the highest royalty rate as set out in Schedule C, and require the Artist's specific-Deployment approval regardless of Pre-Approved Use Cases.

7. Compensation

7.1 ROYALTIES

Lyric pays the Artist a royalty on Net Licensing Revenue beginning at 15 percent at the Non-Exclusive tier and increasing by tier as set out in Schedule C [*confirm tier rates; range discussed to date is 15 to 25 percent*]. Royalties accrue from the first dollar of Net Licensing Revenue with no recoupment of session fees, development costs, or any other amounts.

7.2 PAYMENT AND STATEMENTS

Royalties are calculated and paid quarterly, within [30] days of quarter end, accompanied by a statement showing each license, its tier, the revenue received, the deductions applied, and the royalty due.

7.3 AUDIT RIGHTS

The Artist may audit Lyric's royalty calculations [*once per twelve-month period*] on [30] days' notice, directly or through a designated representative. If an audit reveals underpayment greater than [5] percent for the audited period, Lyric bears the reasonable cost of the audit and pays the shortfall with interest at [*rate*].

7.4 OPUS ARTIST POOL

Revenue from Opus subscriptions is shared separately from licensing royalties. Lyric retains 60 percent of Opus subscription revenue and allocates 40 percent to an artist pool, distributed among participating

artists in proportion to generation volume attributable to each Voice Model within the subscription period, paid quarterly with the statements described in Section 7.2.

8. Control and Withdrawal

8.1 WITHDRAWAL AS A RIGHT

Withdrawal is an artist right under this Agreement, not a breach of it. Lyric will not penalize, withhold accrued compensation from, or take adverse action against an Artist for exercising any withdrawal right.

8.2 FORWARD WITHDRAWAL

The Artist may withdraw consent to new licensing at any time, for any reason or no reason, by notice through the artist application or in writing. Upon Forward Withdrawal, Lyric will issue no new licenses for the Voice Model. Licenses already executed continue to the end of their then-current terms and may not be renewed or extended. Royalties on continuing licenses remain payable in full.

8.3 FULL RETIREMENT

Upon a Defined Cause, the Artist may require Full Retirement of the Voice Model. Lyric will terminate all active Deployments within a wind-down period of 90 days, remove the Voice Model from active commercial use, and confirm completion to the Artist in writing. Royalties accrued through the wind-down remain payable.

8.4 DEFINED CAUSES

Defined Causes include: *[attorney to confirm and complete]*

- a Deployment in violation of the Artist's Category Exclusions or without a required approval;
- Lyric's material breach of this Agreement that remains uncured *[30]* days after written notice;
- use of the Voice Model in a manner that defames the Artist or places the Artist in false light;
- a change of control of Lyric to which the Artist has not consented under Section 10; and
- *[additional causes per attorney review]*.

9. Term, Renewal, and Termination

9.1 INITIAL TERM

The initial term of this Agreement is two years from the Effective Date.

9.2 RENEWAL

After the initial term, this Agreement renews for successive one-year terms unless either party gives written notice of non-renewal at least 90 days before the end of the then-current term. Renewal is a genuine decision point. At each renewal, either party may propose revised terms, and neither party is obligated to renew.

9.3 PERFORMANCE-BASED EXTENSIONS

Where a Voice Identity has generated significant commercial value, Lyric may propose a multi-year extension on improved terms for the Artist, such as elevated royalty rates or minimum guarantees. Extensions take effect only with the Artist's written agreement.

9.4 TERMINATION FOR CAUSE

Either party may terminate this Agreement for the other party's material breach that remains uncured [30] days after written notice. Termination by the Artist for Lyric's uncured material breach constitutes a Defined Cause under Section 8.4.

9.5 EFFECT OF EXPIRATION OR TERMINATION

Upon expiration or termination, no new licenses are issued. *[Attorney to confirm treatment of in-flight licenses on expiration versus termination for cause, and the survival schedule.]* Accrued compensation obligations, audit rights for the periods concerned, and the protections in Sections 4.2, 4.3, and 10 survive.

10. Assignment, Acquisition, and Shutdown

10.1 NO ASSIGNMENT WITHOUT CONSENT

Lyric may not assign this Agreement or transfer the Voice Model, including in a merger, acquisition, or sale of substantially all assets, without the Artist's prior written consent. Any purported assignment without consent is void and constitutes a Defined Cause.

10.2 SHUTDOWN

If Lyric ceases operations, this Agreement enters wind-down: all Deployments terminate within the wind-down period of [90] days, the Voice Model is removed from active commercial use, rights revert to the Artist as described in Section 10.3, and accrued compensation is paid according to the terms in effect at shutdown.

10.3 REVERSION

On shutdown, or on Full Retirement following a Defined Cause, *[attorney to specify the mechanics of reversion: deletion or escrow of Voice Models, certification of removal, and any rights transferred to the Artist]*. The intent of the parties is that the Artist's voice does not survive Lyric as a commercial asset in anyone else's hands.

11. Transparency and Artist Tools

Lyric provides the Artist with ongoing visibility into the use of their Voice Model, including through a dedicated artist application offering: a record of active and historical Deployments; earnings statements with per-engagement detail and audit request access; pending approvals with full context and clear approve and decline actions; a complete decision history; current Category Exclusions with the ability to modify them; and self-service account management. The artist application is a commitment of this partnership, and its absence or unavailability does not diminish any right in this Agreement, all of which may also be exercised by written notice.

12. Representations and Warranties

Each party represents that it has the full right and authority to enter into this Agreement. The Artist represents that their Recorded Performances are original performances and that no third party holds rights that conflict with this Agreement *[attorney to add union status representations and any agency or management consents required]*. Lyric represents that it will deploy Voice Models only as permitted by this Agreement and the consent framework in Section 5.

13. Confidentiality

Each party will keep the other's non-public business information confidential. This Agreement's general structure and terms are published by Lyric in summary form at lyricvoices.ai/imprint/agreement, and nothing in this Section prevents the Artist from discussing the existence or published terms of the partnership, from discussing their own compensation, or from making disclosures protected by law. *[Attorney to confirm scope; no broad NDA inconsistent with the transparency positioning.]*

14. Indemnification and Limitation of Liability

[Attorney to draft: mutual indemnification appropriate to the structure, including Lyric's indemnification of the Artist for claims arising from Deployments, licensee conduct, and unauthorized uses; limitation of liability with carve-outs for indemnification obligations, confidentiality breaches, and misuse of the Voice Model.]

15. Governing Law and Disputes

This Agreement is governed by the laws of *[jurisdiction]*. Disputes will be resolved by *[forum and method: courts or arbitration, venue, and any mediation first step. Attorney to confirm, with attention to international artists recruited through Edition 02 casting]*.

16. Miscellaneous

This Agreement, together with its schedules, is the entire agreement between the parties concerning its subject matter. Amendments require the written agreement of both parties; no amendment is effective through course of dealing or through updates to any application or website. Notices are effective when delivered in writing to the addresses in Schedule A or, where this Agreement permits, through the artist application. If any provision is held unenforceable, the remainder continues in effect.

Schedules

Schedule A: Artist identification, Voice Identity, attribution election, notice addresses, Effective Date.

Schedule B: Pre-Approved Use Cases and Category Exclusions.

Schedule C: Royalty rates by Licensing Tier and any artist-specific compensation terms.

Schedules are artist-specific and are intentionally blank in this specimen.

Execution

This specimen is not for execution. Executed agreements are signed by both parties as below.

LYRIC VOICES [ENTITY NAME] _____

AUTHORIZED SIGNATORY · DATE

ARTIST _____

SIGNATURE · DATE