

## EliteVoiceovers Terms & Conditions of business

**This Agreement constitutes the understanding between EliteVoiceovers and the voiceover artist. By reviewing this Agreement, having become an elite member both parties acknowledge their understanding and acceptance of the terms and conditions herein and agree to be legally bound by them. This Agreement shall take effect immediately and become legally binding, subject to the laws courts of England and Wales.**

### 1. Introduction and Definitions

These Terms and Conditions govern the relationship between elite members (voiceover artists) and EliteVoiceovers, accessible at [www.elitevoiceovers.co.uk](http://www.elitevoiceovers.co.uk) and [www.elitevoiceoversworldwide.com](http://www.elitevoiceoversworldwide.com). Please read these Terms and Conditions carefully.

#### 1.1 In this Agreement, unless the context otherwise requires:

**"Agreement"** refers to this contract, including all its clauses, schedules, appendices, and any amendments made in accordance with its terms.

**"Client"** denotes the end-user, encompassing any individual, company, or entity that engages in this Agreement with EliteVoiceovers to receive voiceover services.

**"Voiceover Artist", "Talent" or "VO"** refers to any individual engaged by EliteVoiceovers to provide voiceover recordings under the terms of this Agreement.

**"Services"** encompasses all voiceover services provided by the Voiceover Artist, as well as any related services such as editing, mastering, and delivery of voiceover recordings as specified in the project brief.

**"Project"** denotes any assignment, task, or work undertaken by the Voiceover Artist for the Client under the terms of this Agreement.

**"Confidential Information"** includes, but is not limited to, any data, documents, business information, trade secrets, and client details disclosed between the parties during the term of this Agreement.

**"Artificial Intelligence"** refers to the appendix attached to this Agreement that specifically addresses the use of voiceover recordings in artificial intelligence applications and related technologies.

The term **"including"** is illustrative and shall not limit the sense of the words preceding it.

**"Party"** or **"Parties"** refers to the Client and EliteVoiceovers individually or collectively, as the context requires.

**"Effective Date"** is the date when both parties electronically confirm their acceptance of these terms and conditions, through email acknowledgement.

**"Usage Fee"** refers to the payment for the rights to use the voiceover recordings. This fee varies based on usage scope, rights exclusivity, and usage prominence, as detailed in the project brief or an attached schedule.

**"Buyout Option"** typically refers to a one-time payment made to the voice actor for unlimited or extended usage rights of their recorded voice. It allows the client to use the voice recording for various purposes without having to pay royalties or additional fees each time it's used.

**"BSF"** stands for **"Basic Studio Fee,"** or **"Basic Session Fee,"**

**"WAV"** refers to Waveform Audio File Format, a high-quality, uncompressed audio format used for professional recording and editing to ensure optimal sound fidelity.

**"MP3"** stands for MPEG Audio Layer III, a compressed audio file format that reduces file size while maintaining a level of audio quality. It is widely used for music and audio streaming due to its balance of quality and file size.

Words denoting the singular number shall include the plural and vice versa, and words denoting any gender shall include all genders. Headings and titles in these Terms and Conditions are inserted for convenience only and shall not affect the interpretation of this Terms and Conditions. Any reference to a statutory provision includes a reference to any modification or re-enactment of it from time to time.

## **Registration**

- 1.2 After vetting, successful voiceover artists register for free.
- 1.3 Each Voiceover Artist on the site is responsible for providing all the required criteria, which must be true, accurate, and up to date.

## **2. EliteVoiceovers Website & Maintenance**

- 2.1 All updates and web maintenance will be performed by EliteVoiceovers.
- 2.2 Any ongoing profile updates/amendments such as replacing reels and adding new photos to each voiceover artist's profile page, after initial setup, will be carried out at least every 3 months: January, April, July, and October (4 times a year) to keep the website accurate and up to date.
- 2.3 While we shall use all reasonable endeavours to keep the website available at all times, access is subject to internet availability, and we may also on occasion require to carry out hardware and software maintenance or upgrades resulting in the temporary suspension to some or all aspects of the website.

## **3. Optional Marketing Fees**

- 3.1 One-time charges on marketing fees such as Profile Upgrades, 12-month Advertising packages, and Gallery Promotions will be advised as development continues.

## **4. Obligations of EliteVoiceovers**

- 4.1 EliteVoiceovers agrees to promote and represent the voiceover talent to potential clients to secure projects.
- 4.2 EliteVoiceovers will handle all administrative tasks related to billing, invoicing, and payment collection.
- 4.3 EliteVoiceovers will send payments to voiceover artists upon receipt of payment from clients.
- 4.4 Voiceover artists acknowledge that they are independent and not employees of the business.
- 4.5 The Voiceover Artist will send their invoices to EliteVoiceovers.
- 4.6 Voiceover Artists shall be responsible for their own payment of taxes etc, where applicable.

## **5. Obligations of Voiceover Artists**

- 5.1 Voiceover artists, when agreeing to provide their services, must adhere to the specifications provided by EliteVoiceovers.
- 5.2 The Services may include, but are not limited to, demo sample recordings for a client. Finalised VO recordings for commercials, audiobooks, animations, videos, and other multimedia projects in WAV and MP3 formats.
- 5.3 Voiceover artists represented by EliteVoiceovers agree to perform their services diligently and professionally in accordance with these terms outlined.
- 5.4 Voiceover artists are responsible for providing accurate information regarding their availability and scheduling to facilitate project management.

## **6. Voiceover Artist Conduct**

- 6.1 Voiceovers are not permitted to engage in unauthorised direct discussion or negotiations with end clients, and such activity would be heavily frowned upon, likely resulting in the regrettable removal of the voiceover artist from our website.

## **7. Voiceover Artist Selection**

- 7.1 There will be instances where clients do not choose a Voiceover Artist from the website for their creative project. EliteVoiceovers will submit, what is deemed, the best matched Voiceover Artists to audition for projects.
- 7.2 Selected Voiceover Artists do have the right to step down from a job if the reason given is a valid one. (In this event EliteVoiceovers would recommend alternative Voiceover Artists suitable for the job requirement).
- 7.3 Elitevoiceovers will liaise with the client to determine the brief and the usage and duration of the VO recording. This will be passed on to Voiceover Artists who will charge their fee which will be in line with industry accepted rates as per GFTB rate guide <https://rates.gravyforthebrain.com> and include any usage/licensing or buyout options. (For countries not included please refer to your own country's rate guide). EliteVoiceovers will review all quotes and determine the appropriate fee to send to the client on a per project basis.
- 7.4 Short demo samples will also be provided to the client for the selection process. Upon the client's signed approval provided by Elite Voiceovers, the agreed project shall commence. Signed approval must be communicated in writing and emailed to EliteVoiceovers to start the project/full voiceover recording.
- 7.5 The voiceover that is selected for a particular creative project will record the final recording in WAV and MP3, as dictated by the client. This will be uploaded onto the elite portal online for the client to listen to. This is a secure, private link for the client's reference only. The recording on the website cannot be downloaded or reproduced.

## **8. Client Amendments**

- 8.1 Free re-records for pace, tone, and style subject to EliteVoiceovers discretion.
- 8.2 Free Revision Round: One round of reasonable revisions is offered free of charge. This is to ensure that the final product meets the client's expectations without any additional cost.
- 8.3 Charges for Additional Revisions:
- 8.3.1 Should the client request further rounds of amendments that do not relate to any fault on the part of the Voiceover Artist, these will incur additional charges.
- 8.3.2 Specifically, clients will be charged 50% of the Base Session Fee (BSF) plus an administrative fee of £65.
- 8.3.3 These charges apply to requests made after 28 days in receipt of the original recording subject to the availability of the Voiceover Artist.
- 8.4 Complete Script Rewrite:
- 8.4.1 In cases where a complete rewrite of the script is requested, this will be treated as a new project.
- 8.4.2 Consequently, it will incur an additional charge equivalent to a full session fee.

## **9. Payment Terms**

- 9.1 EliteVoiceovers acts as an intermediary between clients and Voiceover Artists.
- 9.2 EliteVoiceovers will liaise with the client to determine the brief and the usage and duration of the VO recording. This will be passed on to VOs who will charge their standard rate which will be in line with industry accepted rates for example as per GFTB rate guide <https://rates.gravyforthebrain.com> and include any usage/licensing or buyout options. (For countries not included please refer to your own country's rate guide). EliteVoiceovers will review all quotes and determine the appropriate fee to send to the client on a per project basis.
- 9.3 EliteVoiceovers will review the usage/buyout options with the VO. EliteVoiceovers' admin and booking fee is added and the final cost is then presented to the end client.
- 9.4 Once the VO recording is approved, the client agrees to make payment in full on completion of the project directly to EliteVoiceovers for all voiceover services rendered.
- 9.5 EliteVoiceovers directly deals with the client for settlement.
- 9.6 The client is responsible for any conversion rate charges incurred during the payment process.
- 9.7 Only when payment is received from the client will the final voiceover recording be sent out via email to the client. EliteVoiceovers will act accordingly and chase the client for payment.
- 9.8 EliteVoiceovers reserves the right to withhold delivery of the completed voiceover recording until payment is received in full. In cases of prolonged non-payment, EliteVoiceovers may, at its discretion, terminate the agreement without prejudice to any other rights or remedies it may have.
- 9.9 EliteVoiceovers will issue an invoice to the client upon receipt of the signed written approval, detailing the total amount due, including any applicable taxes and charges as required by law.
- 9.10 It is the client's responsibility to ensure that payment is made promptly to avoid any delays, additional charges, or potential termination of the agreement. Should the client anticipate any issues with making payment within the specified timeframe, they are encouraged to communicate with EliteVoiceovers at the earliest opportunity to discuss potential solutions.
- 9.11 All fees and payments are quoted in GBP, and any currency conversion costs or bank fees shall be borne by the client.
- 9.12 On receipt of payment from the client, EliteVoiceovers pays the Voiceover Artist their respective fee via bank transfer, Or WISE/PayPal (alternatives may be possible in exceptional circumstances).
- 9.13 Payment shall be made in GBP (British Pounds) to the bank account specified by EliteVoiceovers, unless otherwise agreed upon in writing.

## **10. Service Delivery**

- 10.1 Scope of Service:
- 10.1.1 EliteVoiceovers agrees to provide voiceover recording services as described in the project brief agreed upon by the Client and EliteVoiceovers. The scope of Services includes the preparation, recording, editing, and delivery of voiceover recordings in accordance with the specifications outlined in the project brief.

10.2 Delivery Timeline:

10.2.1 EliteVoiceovers shall endeavour to complete the services and deliver the final voiceover recordings to the Client within the timeframe specified in the project brief.

10.2.2 EliteVoiceovers will notify the Client promptly of any anticipated delays in the delivery schedule and shall take reasonable steps to minimise such delays.

10.3 Revisions:

10.3.1 Upon delivery of the final voiceover recordings, the Client shall have a period of seven (7) days to review the recordings and request revisions.

10.3.2 Such revisions shall be limited to adjustments in tone, pace, and pronunciation.

10.3.3 The scope of revisions shall not include changes to the script that materially alter the length or content of the recording.

10.3.4 EliteVoiceovers agrees to complete one (1) round of revisions at no additional cost to the Client.

10.3.5 Any further revisions may be subject to additional charges, to be agreed upon by both parties.

10.4 Acceptance of Service:

10.4.1 The Client shall deem the Services complete and accept the final voiceover recordings upon:

10.4.2 the expiry of the 28 day review period without any request for revisions confirmed via email

or

10.4.3 the delivery of revised recordings that meet the Client's reasonable satisfaction. Acceptance of the services shall be confirmed by the client via email.

10.5 Delivery Format:

10.5.1 The final voiceover recordings will be delivered to the Client in the digital format specified in the project brief (e.g., MP3, WAV) via electronic transfer.

10.5.2 EliteVoiceovers will inform the Client of the method of delivery and provide any necessary instructions for accessing the recordings.

**11. Cancellation Fees and Replacement Voiceovers**

11.1 Cancellation by the Client:

11.1.1 The Client may cancel the voiceover project at any time prior to the commencement of recording by notifying EliteVoiceovers via email as soon as possible.

11.1.2 If cancellation occurs before the scheduled recording session, no cancellation fee will be charged.

11.1.3 If cancellation occurs after the scheduled recording session by the VO, a cancellation fee of the BSF will be charged and paid to the VO artist to cover preparatory work already undertaken and scheduling adjustments.

11.1.4 A £50 EliteVoiceovers administrative fee will be applied to cover processing costs associated with the cancellation.

## 11.2 Cancellation by the Voiceover Artist:

11.2.1 Voiceover Artists may cancel their involvement in a project due to unforeseen circumstances or valid reasons. In such cases, the Voiceover Artist must notify EliteVoiceovers as soon as possible.

11.2.2 EliteVoiceovers will endeavour to provide an alternative Voiceover Artist of equal quality and style, subject to the Client's approval, at no additional cost to the Client.

11.2.3 If a suitable replacement cannot be found in a timely manner, the Client will have the option to proceed with a delayed schedule or to cancel the project without incurring any cancellation fee.

11.3 Any disputes arising from the cancellation of a project will be handled in accordance with the dispute resolution clause outlined in the Terms and Conditions.

## 12. Confidentiality

12.1 Each Voiceover Artist shall keep confidential all information provided by EliteVoiceovers, including project details, scripts, and any client information.

12.2 Final reels, animations, videos etc produced will need client approval before sharing in the public domain.

## 13. Data Protection and Privacy

13.1 EliteVoiceovers is committed to protecting the privacy and security of personal data.

13.2 All personal data collected, used, stored, and processed by the Company shall be in accordance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR).

13.3 The Company shall only use personal data for the purposes of providing and improving our services, and as legally required.

13.4 For more information, please refer to our Privacy Policy available on our website.

## 14. Copyright Takedown Policy

14.1 Notice of Infringement:

14.1.1 If you believe that your copyright-protected work has been used on our platform in a way that constitutes copyright infringement, please notify us by submitting a written notice containing the following information:

- Your contact details, including your name, address, and email address, so that we can contact you about your complaint.
- A description of the copyrighted work that you claim has been infringed.
- A description of where the material that you claim is infringing is located on our platform (please provide URLs or other specific information to help us locate the material)
- A statement that you believe in good faith that the disputed use of the material is not authorised by the copyright owner, its agent, or the law.
- A statement that they believe in good faith that the material was removed or disabled as a result of mistake or misidentification, and they understand that making a false statement in this context could lead to legal consequences.
- Your signature (electronic or physical).

## 14.2 Procedure:

14.2.1 Upon receiving a valid infringement notice, we will take appropriate action, which may include removing or disabling access to the allegedly infringing material. We will also notify the content provider, member, or user who posted the material of the infringement notice and the action taken.

## 14.3 Counter-Notice:

14.3.1 If the content provider, member, or user believes that the material was removed or access was disabled by mistake or misidentification, they may submit a counter-notice containing the following:

- Their contact details, including name, address, and email address.
- Identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was disabled.
- A statement that they believe in good faith that the material was removed or disabled as a result of mistake or misidentification, and they understand that making a false statement in this context could lead to legal consequences.
- A statement that they consent to the jurisdiction of the courts of England and Wales.
- Their signature (electronic or physical).

### 14.4.1 Restoration of Material:

14.4.1 Upon receipt of a valid counter-notice, we will forward it to the complaining party and inform them that we will restore the removed material or cease disabling it in 14 business days unless the copyright owner files a court action

## 15. Copyright Assignment and License Period

15.1 Upon completion of the project, the voiceover artist retains copyright of the recordings but grants the client a license for use as agreed by EliteVoiceovers and the Client.

15.2 EliteVoiceovers is granted a non-exclusive license to use completed projects on its website and social media for promotional purposes, provided that such use respects the voiceover artist's moral rights and includes appropriate credit.

15.3 Voiceover artists are permitted to use portions of the final recordings in their personal portfolios or demo reels for non-commercial purposes, subject to Client's consent, which shall not be unreasonably withheld.

15.4 Any additional uses of the recordings beyond the scope of the project or promotional purposes as outlined above require mutual agreement between the client and the voiceover artist as negotiated by EliteVoiceovers.

## 16. Recordings and Rights

16.1 Please note all voiceover demos and audio samples on the website are provided for reference only.

16.2 Samples and custom auditions provided by our voice talent may not be reproduced, sampled, or replicated in part or in full for any purpose except internal assessment, nor used for machine learning or training of AI voice synthesis as per Appendix 1. Final recordings, may not be reproduced, sampled, or replicated in part or in full for any purpose except where such usage is explicitly agreed within the terms of the project contract.

## 17. Moral Rights

17.1 The Voiceover Artist retains all moral rights to the Voiceover Recordings produced under this Agreement, including recognition as the performer.

17.2 Acknowledgement of these moral rights is in consideration of the benefits conferred under this Agreement.

17.3 Moral rights may be waived by mutual consent of both parties, provided such waiver is explicitly agreed upon and documented in writing during the negotiation period.

## **18. Compliance with Consumer Rights Act 2015**

18.1 The Company ensures that all services provided to consumers are in accordance with the Consumer Rights Act 2015.

18.2 The services will be provided with reasonable care and skill, match the description, sample or model as provided to the consumer, and comply with any information provided by the Company or its representatives.

18.3 In the event of any non-conformity, consumers have the right to a repeat performance or a reduction in price, as applicable.

## **19. Limited Liability**

19.1 EliteVoiceovers shall perform its obligations under this agreement with reasonable care and skill.

19.2 However, to the fullest extent permitted by law, EliteVoiceovers' total liability to the client for any and all claims arising out of or in connection with the execution of services under this agreement, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not exceed the total fees paid by the client to EliteVoiceovers for the specific project or service to which the claim relates.

19.3 EliteVoiceovers shall not be liable for any indirect, special, or consequential losses or damages, including but not limited to loss of profits, revenue, production, business, contracts, savings, data, goodwill, or anticipated savings, even if EliteVoiceovers has been advised of the possibility of such damages.

19.4 Nothing in this agreement shall limit or exclude EliteVoiceovers' liability for:

- Death or personal injury caused by its negligence;
- Fraud or fraudulent misrepresentation;
- Any other liability which cannot be limited or excluded by applicable law.

19.5 This clause shall survive the termination or expiry of this agreement.

## **20. Indemnity**

20.1 The Client or Voiceover agrees to indemnify, defend, and hold harmless EliteVoiceovers Claire Baker, her affiliates, officers, agents, employees, partners, and licensors (collectively, the "Indemnified Parties") from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from the Client or Voiceover's:

20.1.1 use or misuse of the booking services provided by EliteVoiceovers;

20.1.2 violation of these Terms and Conditions.

20.1.3 infringement of any intellectual property or other right of any person or entity;

20.1.4 breach of any obligations under these Terms and Conditions; or

20.1.5 any other action connected with the use of the booking services.



20.2 The Indemnifying Party shall cooperate as fully as reasonably required in the defence of any claim. EliteVoiceovers reserves the right to assume the exclusive defence and control of any matter otherwise subject to indemnification by the Indemnifying Party, and in such case, the Indemnifying Party agrees to cooperate with EliteVoiceovers defence of such claim. This indemnification obligation will survive the termination or expiration of these Terms and Conditions and your use of the booking services.

## **21. General**

21.1 This agreement constitutes the entire agreement between the parties regarding its subject matter and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

21.2 No amendment or modification of this agreement shall be effective unless in writing and signed by both parties.

21.3 Nothing contained in this Agreement shall be interpreted or construed to create a partnership, joint venture, agency, or employment relationship between the Service Provider and the Client and/or voiceover.

21.4 Neither party shall be liable for any failure to perform its obligations under this agreement if such failure is caused by unforeseeable circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, or natural disasters. The affected party shall notify the other party promptly and both shall negotiate in good faith to overcome the effects of such events.

21.5 If any provision of these Terms and Conditions, or the application thereof to any person, place, or circumstance, is held to be invalid, unenforceable, or void, the remainder of these Terms and Conditions and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. Furthermore, in such instances, the parties agree to replace the invalid or unenforceable provision with a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

## **22. Governing Law and Jurisdiction**

22.1 This agreement shall be governed by and construed in accordance with the laws of England and Wales.

22.2 The parties agree to submit to the exclusive jurisdiction of the English courts for any disputes arising out of or in connection with this agreement.

22.3 In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or invalidity thereof (hereinafter referred to as "Dispute"), the parties shall first attempt to resolve the Dispute through good faith negotiations within thirty (30) days from the date of written notification of the Dispute.

22.4 If the Dispute cannot be resolved through negotiation within the time frame specified in Clause 22.3, the parties agree to submit the Dispute to mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. The parties shall mutually agree upon a mediator; however, if the parties cannot agree on a mediator within ten (10) days of deciding to mediate the Dispute, the mediator shall be appointed by the Centre for Effective Dispute Resolution (CEDR) in England and Wales.

22.5 The mediation shall be conducted in accordance with the mediation rules of the appointed mediation service provider or as otherwise agreed upon by the parties. The mediation shall take place in London, England or via virtual means if agreed upon by both parties. The costs

of the mediation, including the mediator's fees, shall be shared equally by the parties unless otherwise agreed upon as part of the mediation outcome.

- 22.6 The mediation process shall be confidential. The parties agree not to disclose any information related to the mediation proceedings, including the outcome, to any third party without the prior written consent of the other party, except as required by law or to implement the mediation agreement.
- 22.7 The parties agree that, notwithstanding the existence of a Dispute, they will continue to fulfil their respective obligations under this Agreement to the fullest extent possible, ensuring that the Dispute does not affect the ongoing operations and services provided to clients.
- 22.8 If the Dispute is not resolved through mediation within sixty (60) days after the commencement of the mediation, or such longer period as the parties may agree in writing, either party may pursue any other remedies available to them under the law.
- 22.9 This mediation clause shall survive the termination or expiry of this Agreement.

### **23. Terms & Conditions Amendments**

- 23.1 EliteVoiceovers will review these Terms and Conditions periodically and therefore reserves the right to amend these Terms and Conditions at any time and these will be emailed out to elite members; any amendments shall be effective immediately.
- 23.2 Continued use of our services after any such changes shall constitute your consent to such changes.

### **24. Termination**

- 24.1 Either party may terminate at any time by providing the other party with thirty (30) days written notice. During the notice period, all ongoing obligations and projects shall continue to be fulfilled as per the terms outlined in these Terms and Conditions.
- 24.2 Either party may terminate immediately upon written notice to the other party if the other party breaches any of its material obligations under these Terms and Conditions and fails to cure such breach within fourteen (14) days after receiving written notice of the breach.
- 24.3 Either party may terminate immediately upon written notice to the other party if the other party becomes insolvent, files for bankruptcy, makes an arrangement with its creditors, or if an administrator, receiver, or liquidator is appointed over any part of its business.
- 24.4 The voiceover artist must return or destroy all confidential information and materials belonging to EliteVoiceovers, and certify in writing that they have complied with these requirements.
- 24.5 Termination shall not affect any rights or obligations which have accrued prior to the date of termination.
- 24.6 Clauses that by their nature should survive termination, including but not limited to confidentiality, indemnification, and limitation of liability clauses, shall survive termination of these Terms and Conditions.
- 24.7 Upon termination, the Voiceover Artist agrees to provide reasonable assistance to EliteVoiceovers to ensure a smooth transition of any ongoing projects to another service provider, if requested by EliteVoiceovers. This assistance may include, but is not limited to, providing necessary files, documents, and information related to the projects.

24.8 Any notice of termination under this agreement must be given in writing and shall be deemed effectively given upon receipt when sent by registered or certified mail, return receipt requested, by express courier service, or by email with confirmation of receipt.

## **Appendix 1**

### **ARTIFICIAL INTELLIGENCE**

1. Client expressly agrees not to utilise any portion of the 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.
2. Specifically, Client shall not utilise any recording or performance of Talent to simulate client's voice or likeness, or to create any synthesised or "digital double" voice or likeness of Talent.
3. 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.
4. Client agrees not to enter into any agreements or contracts on behalf of Talent which utilises 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.
5. 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