

SoundExchange

Register Someone Else

SoundExchange pays digital performance royalties to both the featured artist(s) on a sound recording, and the rights owner of the recording.

Who are you registering?

- Yourself (If you wish to register yourself, please use our “Self” registration packet)
- Someone else**

What are you registering your client(s) as?

- Performer**
- Sound Recording Copyright Owner (aka Rights Owner)**
- Both**

Instructions:

- Performer:**
 - Complete sections **1, 2, 4, 5** (6 Optional)
 - If registering multiple performers, copy and complete section **2** for *each* performer.

- Rights Owner:**
 - Complete sections **1, 3, 4, 5** (6 Optional)

- Both:**
 - Complete sections **1-5** (6 Optional)

- Heir/Estate Representative:**

Please fill out this registration, but note that additional forms are necessary to register as an heir to a performer or as an estate. Please call 800-961-2091 or email accounts@soundexchange.com for more information, or an account manager will reach out to you once you submit this registration.

Questions? Call Customer Service at 1-800-961-2091 or email accounts@soundexchange.com

1. Please give us your contact information

Who should be contacted by SoundExchange regarding questions concerning your client's SoundExchange Account or payment? Please list contact information below.

All fields required

| | | |
|-----------------------------|---------------------|-------------------|
| First Name: | Middle Name: | Last Name: |
| Company Name: | | |
| Email: | | |
| Phone: | | |
| Residential Address: | | |
| Address cont'd: | | |
| City: | State: | Zip Code: |
| Country: | | |

2. Performer Information

List the legal name and direct contact information of the performer you are registering.

This information is required to verify the performer's identity. All information will be kept confidential.

IMPORTANT: If you are registering multiple performers with this registration, they are required to pay to one collective entity which they wholly own. Please copy and complete sections 2 through 2.3 for each performer you are registering for collective payment. You will provide the payment information for the performers' entity later in Section 4.

All fields required

| | | |
|--|---------------------|--|
| First Name: | Middle Name: | Last Name: |
| Date of Birth: (MM/DD/YYYY) | | Gender: |
| Performer's Email: | | |
| Performer's Phone: | | |
| Performer's Residential Address: | | |
| Address cont'd: | | |
| City: | State: | Zip Code: |
| Performer's Country of Residence: | | Performer's Country of Citizenship: |
| Performer's Country of Birth: | | |

2.1 Performer ID

Please attach a copy of the performer's ID.

This is required to verify the performer's identity.

If you are registering multiple performers, please attach a copy of an ID *for each performer*.

Acceptable forms of ID:

- Valid Passport
- Valid Driver's License
- Valid State-Issued Identification
- Notarized Statement Affirming Identity (including the performer's signature)

2.2 Authorization Form

The following form authorizes the representative to manage the Performer's SoundExchange account on their behalf. If you are registering on behalf of someone else or a group of individuals who receive payment as a collective entity, which they wholly own, then you are required to submit a signed SoundExchange Authorization Form for each performer you are registering today.

*****Registration will not be processed without authorization form.*****

ACCOUNT AUTHORIZATION FORM – PRIMARY CONTACT

LEGAL NAME OF PERFORMER

(Print): _____

SOUNDEXCHANGE PAYMENT NAME [company or individual]

(Print): _____

I hereby authorize the following individual or entity to act on my behalf with respect to managing, maintaining and administering my account with SoundExchange, Inc. This includes, but is not limited to, modifying payee contact information; claiming repertoire; and collecting foreign royalties pursuant to a membership agreement and international mandate signed either by me or the following authorized individual or entity.

NAME OF AUTHORIZED INDIVIDUAL OR ENTITY (Print):

I further authorize the above-named individual or entity to execute Letters of Direction on my behalf. (check box or leave blank)

This Account Authorization Form is effective as of the date set forth below, and may be revoked by me at any time for any reason. I hereby confirm that SoundExchange, and each of its directors, officers, employees, agents, representatives, successors and assigns ("Affiliates") may rely on this Account Authorization Form until notified of revocation via a SoundExchange Revocation of Account Authorization Form signed by me. I hereby agree to indemnify and hold SoundExchange and each of its Affiliates harmless from and against any and all claims, liabilities, suits, losses, damages, and expenses, including, without limitation, costs and

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reasonable attorney’s fees, arising in connection with or related to this Account Authorization Form.

This Account Authorization Form shall be governed by and construed in accordance with the laws of the District of Columbia.

SoundExchange requires that this Account Authorization Form be signed by the Performer.

PERFORMER

Performer Signature: _____

Performer Printed Legal Name: _____

Date of Signature: _____

2.3 Solo Artist/Group Information

If you are registering multiple performers, please copy and complete this page for each performer.

Does the performer record as a solo artist? If yes, please list all solo names the performer records under. If no, please leave blank.

Solo artist name: _____

Solo artist name: _____

Solo artist name: _____

Does the performer record as a member of any groups? If yes, please list all group names the performer has released recordings with as a member of the group. If no, please leave blank.

Regarding percentage claimed- please enter the percentage that you claim as your share of the band's royalties. For example: If four performers are in a band that splits their royalties equally, then one individual performer would enter 25% as his/her share here.

| | |
|---|--|
| Group name: | What percentage of royalties do you claim? |
| Does this apply to all recordings? _____ yes _____ no (If no, a SoundExchange account manager will contact you for further information.) | |

| | |
|---|--|
| Group name: | What percentage of royalties do you claim? |
| Does this apply to all recordings? _____ yes _____ no (If no, a SoundExchange account manager will contact you for further information.) | |

| | |
|--|--|
| Group name: | What percentage of royalties do you claim? |
| Does this apply to all recordings? _____ yes _____ no (If no, a SoundExchange account manager will contact you for further information.) (If you need more space, please copy this page as necessary.) | |

3. Rights Owner Information

Is the Rights Owner a _____ company or _____ individual? **(check one)**

Name of Rights Owner:

Does this Rights Owner operate record labels? _____ yes _____ no

If yes, please list the names of any labels operated. If no, please leave blank.

| Label | Percentage claimed | Does this apply to all recordings? (If no, an account manager will contact you for further information) |
|-------|--------------------|--|
| | | |
| | | |
| | | |

(If you need more space, please copy this page as necessary.)

3.1 Rights Owner ID

If Rights Owner is not a performer in this registration, then please include a copy of an ID of the Rights Owner or that of an authorized representative.

Acceptable forms of ID:

- Valid Passport
- Valid Driver's License
- Valid State- Issued Identification
- Notarized Statement Affirming Identity (including the Rights Owner's signature)

4. Payment Information

Who will be accepting payment? A Company An Individual **(check one)**

| |
|---|
| Payment name: |
| Pay as DBA? (Doing Business As) DBA Name: |
| Country of Taxation: |

Required if paying to a company:

I hereby certify that (a) all performer(s) listed in this registration are the sole owner(s) of the entity to which I am directing payment, or (b) the entity to which I am directing payment is owned only by the performers who performed on the sound recordings of which payment is being made, and is not owned, in whole or in part, by any third parties.

4.1 Tax Information

We will need a tax document in the same name as the payment name.

If one is not provided, we will apply the standard IRS withholding of 28% for US payees, or 30% for non-US payees.

US payees: to download and complete a W-9 please visit: <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

Non-US individuals: to download and complete a W-8BEN please visit:

<http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>

Non-US companies: to download and complete a W-8BEN-E please visit:

<http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>

Questions? Call Customer Service at 1-800-961-2091 or email accounts@soundexchange.com

4.2 How should we pay your client?

- (check one) Direct Deposit (for US checking accounts only)
 Check (if selected, skip to 4.3 Payment Contact)

For Direct Deposit payment please fill out the below information and attach a copy of a voided check.

| |
|----------------------|
| Bank name (US only): |
| Account Number: |
| Routing Number: |

---Attach voided check with the payment name pre-printed---

Please ensure that the name on the check matches the payment name you provided in section 4.

4.3 Payment Contact

Check if payment address/contact info is same as information given in Section I. (Contact Information)

If different, please complete the below information:

| | |
|--------------------------|-----------------|
| Email: | Phone: |
| Address: | |
| Address cont'd: | |
| City: | State: |
| Zip code: | Country: |
| In-Care-Of (C/O): | |

5. Terms

The individual or organization signing and submitting this registration hereby represents and warrants that (a) all of the information provided to SoundExchange in connection with this registration is both true and accurate, and (b) the signatory hereto has all necessary rights and authority to bind the individual or organization being registered, and (c) there are no other agreements, relationships, or commitments to any other person or entity which conflict with this registration.

In the event that any part of this registration is false or incorrect, the individual or organization signing and submitting this registration may be subject to liability. The individual or organization submitting this registration shall defend, indemnify and hold harmless SoundExchange and its directors, officers, employees, agents, representatives, successors and assigns, from and against all third party claims, liabilities, suits, losses, damages, and expenses, including, without limitation, costs and reasonable outside counsel fees, to the extent relating to or resulting from: (i) distributions made by SoundExchange in reliance on any information provided by the individual or organization submitting this registration, and (ii) breach or alleged breach by the individual or organization submitting this registration of any representation, warranty, or covenant set forth in any registration document, and SoundExchange may recoup losses, damages, expenses and other costs associated with such third party claims from the individual's or organizations' present or future SoundExchange earnings.

The individual or organization signing and submitting this registration further acknowledges and accepts that in the event another individual or organization makes a claim for royalties that overlaps the claim(s) made in this registration, it is SoundExchange's policy that it will notify the relevant parties of the claim overlap. SoundExchange will not interfere, advise or participate in any resolution of a conflict, and will place the royalties in dispute on hold until a resolution is reached by the parties involved. This means that none of the digital performance royalties in dispute will be distributed to any party until a resolution is reached between or among all parties involved in the dispute.

Signature: _____

Printed Name of Person completing this form: _____

Date: _____

6. Membership and International Mandate

There are two different kinds of SoundExchange membership, one relevant to artists and one to Rights Owners. If the individual(s) listed in this registration is an artist and a Rights Owner, we encourage them to opt in to both free memberships. Membership benefits include international collection; lifestyle and industry savings; advocacy; and insider access and information.

International royalty collection is a benefit of SoundExchange membership. We have many reciprocal collection agreements with organizations around the world. SoundExchange does not charge a fee for international royalty collection and any international money we collect for you will be included in your regular payments. (Both membership and mandate are optional, and not required in order to receive US Royalties.)

Performer

(Check all that apply)

- Performer Membership**
- Please complete and submit all pages of the attached performer membership agreement.**
- Performer International Mandate**

Please complete and submit all pages of the attached Performer International Mandate. If you are registering multiple performers as SoundExchange members, please copy and complete this section for each performer.

Rights Owner

(Check all that apply)

- Rights Owner Membership**

Please complete the attached Rights Owner Membership Agreement.

- Rights Owner International Mandate**

Please complete the attached Rights Owner International Mandate.

If you are registering multiple Rights Owners as SoundExchange members, please copy and complete this section for each performer.

SOUNDEXCHANGE PERFORMER MEMBERSHIP AGREEMENT

Any performer ("Performer") who registers with SoundExchange is entitled to receive digital performance royalties through SoundExchange. However, becoming a SoundExchange Member has added advantages, including special access to SoundExchange events and roadshows; the opportunity to receive services, discounts and offers; access to newsletters and members-only sections of our website; and collection of your sound recording performance royalties from outside the United States (please note, however, that SoundExchange can only collect royalties from outside the United States for members who have signed a Membership Agreement and an International Mandate with SoundExchange).

By signing below, you agree to the terms and conditions of this SoundExchange Performer Membership Agreement (the "Agreement"), as provided herein and as amended from time to time.

1. **Royalty Collection & Distribution.** Performer member ("Member") designates SoundExchange as its agent for the term of this Agreement to collect public performance royalties for the transmission of sound recordings payable under 17 U.S.C. § 114 and any applicable implementing regulations (hereafter "Statutory Royalties"). Member authorizes SoundExchange to distribute Statutory Royalties pursuant to 17 U.S.C. § 114 and any applicable implementing regulations, or in such manner as authorized by the Board of Directors of SoundExchange (hereafter the "SoundExchange Board"). During the term of this Agreement, Member shall not similarly authorize any other person or entity to undertake such activities on a collective basis for Member. Subject to the payment thresholds established from time to time by SoundExchange, SoundExchange shall distribute U.S. Statutory Royalties on at least an annual basis.

2. **Undistributable Royalties.** If SoundExchange is unable to distribute the Member's share of any royalties (e.g., because the Member does not provide necessary information or SoundExchange is unable to locate the Member at the time a distribution is to be made), then SoundExchange shall retain the Member's royalties, and solicit such information or make efforts to locate the Member in accordance with SoundExchange policies, as modified from time to time, for a period of three (3) years, which SoundExchange may extend in its sole discretion, from the date the royalties shall have become payable to SoundExchange from a licensee. At the end of such period, all right, title and interest to such royalties, shall fully and absolutely vest in SoundExchange, which may use the undistributable royalties to offset costs of the types deductible under Section 5, and the Member shall have no further right, title, interest or claim to such royalties. In no event shall SoundExchange claim undistributable royalties earlier than permitted under applicable regulations. If Member has signed an international mandate authorizing SoundExchange to collect Member's sound recording performance royalties from outside the United States, such royalties may be returnable to the applicable foreign performing (or communication) rights organization in accordance with SoundExchange's agreement with such organization.

3. **Authority to Negotiate and Represent in Governmental Proceedings & Audits.** Member authorizes SoundExchange to represent it in connection with rate setting proceedings under the U.S. Copyright Act and other related proceedings, administrative actions, hearings, litigation, and appeals. Member further authorizes SoundExchange to settle audit claims limited to underpayment of royalties identified by the auditor retained by SoundExchange and brought against services pursuant to applicable U.S. regulations provided such audits settlements are approved by the SoundExchange Board or an appropriate committee thereof. Amounts recovered from audited services shall be distributed equally to SoundExchange registrants and members alike in accordance with SoundExchange's then in effect distribution policy. Member shall not similarly authorize any other person or entity to undertake such activities on a collective basis for Member and other owners of copyrights in sound recordings.

Questions? Call Customer Service at 1-800-961-2091 or email accounts@soundexchange.com

4. Benefits/Disclaimer. SoundExchange may alter or change the benefits of membership at any time for any reason without notice to Member. SOUNDEXCHANGE AND ITS SUPPLIERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, REPRESENTATIONS, OR COVENANTS RELATING TO THE BENEFITS OF MEMBERSHIP, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MEMBER IS NOT RELYING AND HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, IN DECIDING WHETHER TO ENTER INTO THIS AGREEMENT

5. Deductions. Member authorizes SoundExchange to deduct from any of SoundExchange's receipts, prior to the distribution of royalties, any costs that have been authorized by the SoundExchange Board, and which are not otherwise provided for under 17 U.S.C. § 114(g)(3) and any implementing regulations.

6. Publicity. Member authorizes SoundExchange to disclose that Member is a member of SoundExchange.

7. Term and Termination. This Agreement shall commence as of the Effective Date and continue for a period ending on December 31st of the year following the Effective Date. This Agreement shall be automatically renewed for subsequent one (1) year periods unless terminated by Member or SoundExchange with thirty (30) days prior written notice to the other party. Member acknowledges that if it terminates this Agreement, SoundExchange may, by virtue of its designation by the CRJs as agent to collect and distribute U.S. Statutory Royalties for all copyright owners and performers, continue to distribute U.S. Statutory Royalties to Member or Member's designated payee. If Member has signed an international mandate with SoundExchange and Member terminates this Agreement, SoundExchange shall cease collecting and distributing sound recording performance royalties from outside the United States for Member for the period beginning after the first distribution of such royalties that follows Member's termination of this Agreement.

8. Representations, Warranties, & Indemnification.

a. SoundExchange. SoundExchange represents and warrants that it has all necessary rights and authority to enter into this Agreement.

b. Member.

i. Member represents and warrants that: (A) it has all necessary rights and authority to enter into this Agreement; (B) has not entered into any agreements inconsistent with this Agreement; (C) has and will continue to provide true and accurate information concerning its entitlement to royalties including, but not limited to, contact information, tax identification, and repertory information.

ii. Member represents and warrants that it shall provide to SoundExchange true, accurate, timely and up-to-date information concerning the Member's entitlement to royalties, including without limitation, complete information regarding the name and address to which Member's payments should be sent and Member's tax identification and repertory information.

c. Indemnification. Member shall defend, indemnify and hold harmless SoundExchange and its directors, officers, employees, agents, representatives, successor and assigns, from and against all third-party claims, liabilities, suits, losses, damages and expenses, including, without limitation, costs and reasonable outside

counsel fees ("Claims"), to the extent relating to or resulting from: (i) distributions made by SoundExchange in reliance on any information provided by Member including in any SoundExchange Registration Form or Performer or Rights Owner Membership Agreement; and (ii) Member's breach or alleged breach of any representation, warranty, or covenant set forth in any SoundExchange Registration Form or Performer or Rights Owner Membership Agreement.

9. Changes to Terms. In order to maintain flexibility in administering this Agreement, SoundExchange may change this Agreement from time to time in its sole discretion. Such changes shall be effective immediately and Member shall be deemed to have notice of such changes when they are made available on the SoundExchange web site. Notwithstanding the foregoing, if Member does not wish to accept any changes, Member shall have the right to terminate its membership by providing SoundExchange written notice within thirty (30) days of notice of any changes to this Agreement.

10. Dispute Resolution. Any dispute between SoundExchange and Member as to payment of royalties shall be treated in accordance with then-current SoundExchange policies and procedures.

11. Miscellaneous.

a. Notice to SoundExchange. All communications to SoundExchange by Members shall be in writing and deemed received (i) when delivered in person; (ii) upon confirmed delivery by a recognized and reputable overnight delivery services (e.g., FedEx, UPS, DHL); (iii) by email to info@soundexchange.com; or (iv) five (5) days after being deposited in U.S. mails, postage prepaid, certified or registered mail, addressed to SoundExchange at the following address:

SoundExchange, Inc.
Account Services
733 10th Street, NW, 10th Floor
Washington, DC 20001
Facsimile: 202-640-5859

b. Choice of Law; Severability. This Agreement shall be governed by and construed in accordance with the federal laws of the United States; provided that to the extent not covered by the federal laws of the United States, the law of the District of Columbia shall apply without regard to its conflict of laws principles. For the purposes of construing this Agreement, SoundExchange and Member shall each be considered the party drafting this Agreement. Should any provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidity shall not invalidate any other provisions of this Agreement and such provisions shall remain in effect.

c. **ARBITRATION.** SUBJECT TO SECTION 10 ABOVE, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE SETTLED IN THE DISTRICT OF COLUMBIA BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION

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WILL BE LIMITED SOLELY TO THE DISPUTE OR CONTROVERSY BETWEEN MEMBER AND SOUNDEXCHANGE. NEITHER MEMBER NOR SOUNDEXCHANGE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE INDIVIDUAL (NON-CLASS) NATURE OF THIS DISPUTE PROVISION GOES TO THE ESSENCE OF THE PARTIES' ARBITRATION AGREEMENT, AND IF FOUND UNENFORCEABLE, THIS ENTIRE SECTION 11(c) SHALL NOT BE ENFORCED.

ACCEPTED AND AGREED

If the individual signing below is not the Performer, the individual signing below hereby represents and warrants that he/she has the authority to enter into this Agreement on behalf of the Performer, as evidenced by a legally binding power of attorney, which shall be made available to SoundExchange upon request.

LEGAL NAME OF PERFORMER (please print): _____

BIRTHDATE OF PERFORMER: _____

*By: _____

(Signature of Performer or Authorized Signatory)

Name of Person Signing: _____

Title: _____

Date: _____

("Effective Date")

*Must be signed either by the Performer or the Performer's Authorized Representative on file with SoundExchange



PERFORMER INTERNATIONAL MANDATE

1. The undersigned performer ("Performer") hereby designates SoundExchange as its agent, throughout the world (except as otherwise noted by Performer on Appendix 1 attached hereto) and for the term of the Agreement to collect and distribute to Performer royalties and/or remuneration for all exploitations of sound recordings, on which Performer performed and which are payable to Performer, by broadcast, public performance, or other communication to the public ("Non-U.S. Royalties").
2. Performer acknowledges that he/she is not, nor has he/she authorized a third party to, engage in the same activity he/she has authorized SoundExchange to undertake pursuant to paragraph 1 above for the same time period, rights, and territories. To the extent Performer is engaged or has authorized a third party to engage in such activity, Performer acknowledges that this International Mandate ("Mandate") supersedes, cancels, and/or revokes such authorizations as from the Effective Date.
3. Performer acknowledges that Non-U.S. Royalties are typically allocated to Performer by the organization from which SoundExchange receives such royalties. SoundExchange distributes Non-U.S. Royalties according to the applicable law or contract or, in the absence thereof, in such manner and at such times as authorized by the SoundExchange Board.
4. This Mandate shall commence as of the Effective Date and shall be coterminous with the Performer Membership Agreement. This Mandate may be terminated by Performer or SoundExchange with thirty (30) days prior written notice to the other party. Upon termination by Performer, SoundExchange shall cease making claims to collect Performer's Non-U.S. Royalties from foreign collective management organizations ("CMO") for the period beginning after the first distribution by each respective CMO of such Non-U.S. Royalties that follows Performer's termination.
5. Performer shall defend, indemnify and hold harmless SoundExchange and its directors, officers, employees, agents, representatives, successor and assigns, from and against all third-party claims, liabilities, suits, losses, damages and expenses, including, without limitation, costs and reasonable outside counsel fees ("Claims"), to the extent relating to or resulting from) (i) collections or distributions made by SoundExchange in reliance on any information provided by Performer, or (ii) Performer's breach or alleged breach of any provision of this Mandate.
6. Any dispute between SoundExchange and Performer as to payment of Non-U.S. Royalties shall be treated in accordance with then-current SoundExchange policies and procedures.
7. All communications to SoundExchange by Performer regarding this Mandate shall be in writing and deemed received (a) when delivered in person; (b) upon confirmed delivery by a recognized and reputable overnight delivery services (e.g., FedEx, UPS, DHL); (c) by email to info@soundexchange.com; or (d) five (5) days after being deposited in U.S. mails, postage prepaid, certified or registered mail, addressed to SoundExchange at the following address:

Questions? Call Customer Service at 1-800-961-2091 or email accounts@soundexchange.com

SoundExchange, Inc.
Account Services
733 10th Street, NW, 10th Floor
Washington, DC 20001
Facsimile: 202-640-5859

8. This Agreement shall be governed by and construed in accordance with the federal laws of the United States; provided that to the extent not covered by the federal laws of the United States, the law of the District of Columbia shall apply without regard to its conflict of laws principles. For the purposes of construing this Agreement, SoundExchange and Performer shall each be considered the party drafting this Agreement. Should any provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidity shall not invalidate any other provisions of this Agreement and such provisions shall remain in effect.

9. SUBJECT TO SECTION 6 ABOVE, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE SETTLED IN THE DISTRICT OF COLUMBIA BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION WILL BE LIMITED SOLELY TO THE DISPUTE OR CONTROVERSY BETWEEN PERFORMER AND SOUNDEXCHANGE. NEITHER PERFORMER NOR SOUNDEXCHANGE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE INDIVIDUAL (NON-CLASS) NATURE OF THIS DISPUTE PROVISION GOES TO THE ESSENCE OF THE PARTIES' ARBITRATION AGREEMENT, AND IF FOUND UNENFORCEABLE, THIS ENTIRE SECTION 9 SHALL NOT BE ENFORCED.

10. Performer represents and warrants that Performer has not entered into any other agreements, relationships or commitments to any other person or entity which conflict with this Mandate. Performer further represents and warrants that Performer shall not enter into any agreement, relationship or commitment, whether written or oral, which conflict with this Mandate. For the avoidance of doubt and notwithstanding anything to the contrary set forth herein, this Mandate applies only to situations where royalties are being collected in the context of collective management, and does not in any way prohibit Performer from directly licensing in the territories for which SoundExchange has been authorized hereunder to collect royalties on Performer's behalf.

11. This Mandate constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior and all contemporaneous agreements, understandings, and communications, whether written or oral.

ACCEPTED AND AGREED

If the individual signing below is not the Performer, the individual signing below hereby represents and warrants that he/she has the authority to enter into this Agreement on behalf of the Performer, as evidenced by a legally binding power of attorney, which shall be made available to SoundExchange upon request.

Full Legal Name of Performer (please print): _____

*By: _____

(Signature of Performer or Performer's Authorized Representative)

Name of Signatory (please print): _____

Title: _____

Date: _____ ("Effective Date")

*Must be signed either by the Performer or the Performer's Authorized Representative on file with SoundExchange

APPENDIX 1 - EXCLUDED TERRITORIES

Please place a check mark next to the territories where you **DO NOT** want SoundExchange to collect royalties and/or remuneration on your behalf:

For a list of the territories where SoundExchange currently has reciprocal collection agreements, please visit <https://www.soundexchange.com/about/international-partners/>

| | | | | | |
|--|----------------------|--|-------------|--|--------------|
| | Argentina | | Finland | | Panama |
| | Armenia | | France | | Paraguay |
| | Australia | | Germany | | Peru |
| | Austria | | Greece | | Philippines |
| | Barbados | | Guatemala | | Poland |
| | Belgium | | Hong Kong | | Portugal |
| | Bolivia | | Hungary | | Romania |
| | Bosnia & Herzegovina | | Iceland | | Russia |
| | Brazil | | India | | Serbia |
| | Bulgaria | | Ireland | | Singapore |
| | Canada | | Israel | | Slovakia |
| | Chile | | Italy | | Slovenia |
| | China | | Jamaica | | South Africa |
| | Colombia | | Japan | | South Korea |
| | Costa Rica | | Kazakhstan | | Spain |
| | Croatia | | Latvia | | Sweden |
| | Cyprus | | Lithuania | | Switzerland |
| | Czech Republic | | Macedonia | | Taiwan |
| | Denmark | | Malaysia | | Thailand |
| | Dominican Republic | | Mexico | | Turkey |
| | Ecuador | | Netherlands | | UK |
| | El Salvador | | New Zealand | | Ukraine |
| | Estonia | | Norway | | Uruguay |
| | | | | | Venezuela |

SOUNDEXCHANGE SOUND RECORDING RIGHTS OWNER MEMBERSHIP AGREEMENT

Any Rights Owner who registers with SoundExchange is entitled to receive digital performance royalties through SoundExchange. However, becoming a SoundExchange member has added advantages, including special access to SoundExchange events and roadshows; the opportunity to receive services, discounts and offers; access to newsletters and members-only sections of our website; and collection of your sound recording performance royalties from outside the United States (please note, however, that SoundExchange can only collect royalties from outside the United States for members who have signed a Membership Agreement and an International Mandate with SoundExchange).

By signing below, you agree to the terms and conditions of this SoundExchange Sound Recording Rights Owner Membership Agreement (the "Agreement"), as provided herein and as it may be amended from time to time.

1. U.S. Statutory Activity.

a. Licensing. SoundExchange Rights Owner member ("Member") grants SoundExchange the non-exclusive right to license: (i) the public performance of sound recordings owned (or controlled) by Member by means of digital audio transmissions subject to statutory licensing under Section 114 of the U.S. Copyright Act; and (ii) the making of phonorecords of sound recordings owned (or controlled) by Member subject to statutory licensing under Section 112(e) of the U.S. Copyright Act. Member shall not similarly authorize any other person or entity to undertake such activities in the U.S. on a collective basis for Member and other copyright owners of sound recordings.

b. Royalty Collection & Distribution. Member designates SoundExchange as its nonexclusive agent for the term of the Agreement to collect public performance and ephemeral royalties for the transmission and reproduction of sound recordings payable under 17 U.S.C. §§ 112(e) and 114 and any applicable implementing regulations (hereafter "Statutory Royalties"). Member authorizes SoundExchange to distribute Statutory Royalties pursuant to 17 U.S.C. §§ 112(e) and 114 and any applicable implementing regulations, or in such manner as authorized by the Board of Directors of SoundExchange (hereafter the "SoundExchange Board"). Member shall not similarly authorize any other person or entity to undertake such activities in the U.S. on a collective basis for Member and other copyright owners of sound recordings. Subject to the payment thresholds established from time to time by SoundExchange, SoundExchange shall distribute U.S. Statutory Royalties on at least an annual basis.

2. Undistributable Royalties. If SoundExchange is unable to distribute Member's share of any royalties (e.g., because the Member does not provide necessary information or SoundExchange is unable to locate Member at the time a distribution is to be made), then SoundExchange shall retain the Member's royalties, and solicit such information or make efforts to locate Member in accordance with SoundExchange policies, as modified from time to time, for a period of three (3) years, which period SoundExchange may extend in its sole discretion, from the date the royalties shall have become payable to SoundExchange from a licensee. At the end of such period, all right, title and interest to such royalties shall fully and absolutely vest in SoundExchange, which may use the undistributable royalties to offset costs of the types deductible under Section 3, and Member shall have no further right, title, interest or claim to such royalties. In no event shall SoundExchange claim undistributable royalties earlier than permitted under applicable regulations. Notwithstanding the foregoing, Non-U.S. Royalties may be returnable to the applicable foreign performing (or communication) rights organization in accordance with SoundExchange's agreement with such organization.

3. Authority to Negotiate and Represent in Governmental Proceedings & Audits. Member authorizes SoundExchange to represent it in connection with rate setting proceedings under the U.S. Copyright Act and other related proceedings, administrative actions, hearings, litigation, and appeals. Member further authorizes SoundExchange to settle audit claims limited to underpayment of royalties identified by the auditor retained by SoundExchange and brought against services pursuant to applicable U.S. regulations provided such audits settlements are approved by the SoundExchange Board or an appropriate committee thereof. Amounts recovered

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from audited services shall be distributed equally to SoundExchange Registrants and Members alike in accordance with SoundExchange's then in effect distribution policy. Member shall not similarly authorize any other person or entity to undertake such activities on a collective basis for Member and other owners of copyrights in sound recordings.

4. Enforcement. Member authorizes SoundExchange to enforce nonexclusively the rights of broadcast, public performance, other communication to the public, and reproduction, granted under Section 1 of this Agreement with respect to the sound recordings owned (or controlled) by Member. Member authorizes SoundExchange in SoundExchange's sole judgment: (i) to commence and prosecute litigation, in the name of SoundExchange, Member, or others in whose name the sound recordings owned (or controlled) by Member may be held; (ii) to collect and receive damages arising from infringement of the foregoing rights; (iii) to join Member or others in whose names sound recordings owned (or controlled) by Member may be held as parties plaintiff or defendant in any litigation involving such rights; or (iv) to release, compromise, or refer to arbitration any claims or actions involving infringement of such rights, in the same manner and to the same extent as the Member could. With Member's consent, Member hereby makes, constitutes and appoints SoundExchange or its successor as Member's true and lawful attorney, irrevocably during the term of the Agreement, to do all acts, take all proceedings, and execute, acknowledge and deliver any and all instruments, papers, documents, process and pleadings that may be necessary, proper or expedient to restrain infringements and recover damages relating to the infringement or other violation of such rights and to discontinue, compromise or refer to arbitration any such proceedings or actions, or to make any other disposition of the differences in relation thereto, in the name of SoundExchange or its successor, or in the name of Member or otherwise. Amounts recovered from services shall be distributed equally to SoundExchange Registrants and Members alike in accordance with SoundExchange's then in effect distribution policy.

5. Benefits/Disclaimer. SoundExchange may alter or change the benefits of membership at any time for any reason without notice to Member. SOUNDEXCHANGE AND ITS SUPPLIERS HEREBY DISCLAIM ANY AND ALL WARRANTIES, REPRESENTATIONS, OR COVENANTS RELATING TO THE BENEFITS OF MEMBERSHIP, OR OTHER SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MEMBER IS NOT RELYING AND HAS NOT RELIED ON ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, EXPRESS OR IMPLIED, IN DECIDING WHETHER TO ENTER INTO THIS AGREEMENT.

6. Deductions. Member authorizes SoundExchange to deduct from any of SoundExchange's receipts, prior to the distribution of royalties, any costs that have been authorized by the SoundExchange Board, and which are not otherwise provided for under 17 U.S.C. § 114(g)(3) and any implementing regulations.

7. Publicity. Member authorizes SoundExchange to disclose that Member is a member of SoundExchange.

8. Term and Termination. This Agreement shall commence as of the Effective Date and continue for a period ending on December 31st of the year following the Effective Date. The Agreement shall be automatically renewed for subsequent one (1) year periods unless terminated by Member or SoundExchange with thirty (30) days prior written notice to the other party. Member acknowledges that if it terminates this Agreement, SoundExchange may, by virtue of its designation by the CRJs as agent to collect and distribute U.S. Statutory Royalties for all copyright owners and performers, continue to distribute U.S. Statutory Royalties to Member or Member's designated payee. If Member has signed an international mandate with SoundExchange and Member terminates this Agreement, SoundExchange shall cease collecting and distributing sound recording performance royalties from outside the United States for the period beginning after the first distribution of such royalties that follows Member's termination of this Agreement.

9. Representations, Warranties, & Indemnification.

a. SoundExchange. SoundExchange represents and warrants that it has all necessary rights and authority to enter into this Agreement.

b. Member.

i. Member represents and warrants that: (A) it has all necessary rights and authority to enter into this Agreement; (B) has not entered into any agreements inconsistent with this Agreement; (C) has and will continue to provide true and accurate information concerning its entitlement to royalties including, but not limited to, contact information, tax identification, and repertory information.

ii. Member represents and warrants that it shall provide to SoundExchange true, accurate, timely and up-to-date information concerning the Member's entitlement to royalties, including without limitation, complete information regarding the name and address to which Member's payments should be sent and Member's tax identification and repertory information.

c. Indemnification. Member shall defend, indemnify and hold harmless SoundExchange and its directors, officers, employees, agents, representatives, successor and assigns, from and against all third-party claims, liabilities, suits, losses, damages and expenses, including, without limitation, costs and reasonable outside counsel fees ("Claims"), to the extent relating to or resulting from: (i) distributions made by SoundExchange in reliance on any information provided by Member including in any SoundExchange Registration Form or Featured Artist or Rights Owner Membership Agreement; and (ii) Member's breach or alleged breach of any representation, warranty, or covenant set forth in any SoundExchange Registration Form or Featured Artist or Rights Owner Membership Agreement.

10. Changes to Terms. In order to maintain flexibility in administering this Agreement, SoundExchange may change the terms of this Agreement from time to time in its sole discretion. Such changes shall be effective immediately and Member shall be deemed to have notice of such changes when they are made available on the SoundExchange web site. Notwithstanding the foregoing, if Member does not wish to accept any changes, Member shall have the right to terminate its membership by providing SoundExchange written notice within thirty (30) days of notice of any changes to this Agreement.

11. Dispute Resolution. Any dispute between SoundExchange and Member as to payment of royalties shall be treated in accordance with then-current SoundExchange policies and procedures.

12. Miscellaneous.

a. Notice to SoundExchange. All communications to SoundExchange by Members shall be in writing and deemed received (i) when delivered in person; (ii) upon confirmed delivery by a recognized and reputable overnight delivery services (e.g., FedEx, UPS, DHL); (iii) by email to info@soundexchange.com; or (iv) five (5) days after being deposited in U.S. mails, postage prepaid, certified or registered mail, addressed to SoundExchange at the following address:

SoundExchange, Inc.
Account Services
733 10th Street, NW, 10th Floor
Washington, DC 20001
Facsimile: 202-640-5859

b. Choice of Law; Jurisdiction; Severability. This Agreement shall be governed by and construed in accordance with the federal laws of the United States; provided that to the extent not covered by the federal laws of the United States, the law of the District of Columbia shall apply without regard to its conflict of laws principles. Subject to Sections 11 and 12(c), with respect to any non-arbitrable matter, including but not limited to arbitrability, SoundExchange and Member hereby irrevocably consent to the exclusive jurisdiction in the United States District Court for the District of Columbia or the District of Columbia Superior Court. For the purposes of construing this Agreement, SoundExchange and Member shall each be considered the party drafting this Agreement. Should any provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidity shall not invalidate any other provisions of this Agreement and such provisions shall remain in effect.

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c. **ARBITRATION.** SUBJECT TO SECTION 11, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE SETTLED IN THE DISTRICT OF COLUMBIA BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION WILL BE LIMITED SOLELY TO THE DISPUTE OR CONTROVERSY BETWEEN MEMBER AND SOUNDEXCHANGE. NEITHER MEMBER NOR SOUNDEXCHANGE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE INDIVIDUAL (NON-CLASS) NATURE OF THIS DISPUTE PROVISION GOES TO THE ESSENCE OF THE PARTIES' ARBITRATION AGREEMENT, AND IF FOUND UNENFORCEABLE, THIS ENTIRE SECTION 12(c) SHALL NOT BE ENFORCED.

ACCEPTED AND AGREED

LEGAL NAME OF SOUND RECORDING RIGHTS OWNER:

BIRTHDATE OF SOUND RECORDING RIGHTS OWNER (IF AN INDIVIDUAL): _____

By: _____

(Signature of Sound Recording Rights Owner or Authorized Signatory)

Name: _____

Title: _____

Date: _____ ("Effective Date")



RIGHTS OWNER INTERNATIONAL MANDATE

1. The undersigned sound recording copyright owner ("Rights Owner") hereby designates SoundExchange as its agent, throughout the world (except as otherwise noted by Rights Owner on Appendix 1 attached hereto) and for the term of the Agreement to collect and distribute to Rights Owner royalties and/or remuneration for all exploitations of sound recordings, for which Rights Owner holds the right to collect and which are payable to Rights Owner, by broadcast, public performance, or other communication to the public ("Non-U.S. Royalties").
2. Except with respect to the territories noted by Rights Owner on Appendix 1 attached hereto, Rights Owner grants SoundExchange the right to license, outside the U.S.: (i) the public performance or communication of sound recordings owned (or controlled) by Rights Owner; and (ii) the reproduction of sound recordings owned (or controlled) by Rights Owner solely for the purposes of facilitating public performances or communications outside the U.S.
3. Rights Owner acknowledges that it is not, nor has it authorized a third party to, engage in the same activity it has authorized SoundExchange to undertake pursuant to paragraph 1 above for the same time period, rights, and territories. To the extent Rights Owner is engaged or has authorized a third party to engage in such activity, Rights Owner acknowledges that this International Mandate ("Mandate") supersedes, cancels, and/or revokes such authorizations as from the Effective Date.
4. Rights Owner acknowledges that Non-U.S. Royalties are typically allocated to Rights Owner by the organization from which SoundExchange receives such royalties. SoundExchange distributes Non-U.S. Royalties according to the applicable law or contract or, in the absence thereof, in such manner and at such times as authorized by the SoundExchange Board.
5. This Mandate shall commence as of the Effective Date and shall be coterminous with the Rights Owner Membership Agreement. This Mandate may be terminated by Rights Owner or SoundExchange with thirty (30) days prior written notice to the other party. Upon termination by Rights Owner, SoundExchange shall cease making claims to collect Rights Owner's Non-U.S. Royalties from foreign collective management organizations ("CMO") for the period beginning after the first distribution by each respective CMO of such Non-U.S. Royalties that follows Rights Owner's termination.
6. Rights Owner shall defend, indemnify and hold harmless SoundExchange and its directors, officers, employees, agents, representatives, successor and assigns, from and against all third-party claims, liabilities, suits, losses, damages and expenses, including, without limitation, costs and reasonable outside counsel fees ("Claims"), to the extent relating to or resulting from) (i) collections or distributions made by SoundExchange in reliance on any information provided by Rights Owner, or (ii) Rights Owner's breach or alleged breach of any provision of this Mandate.

7. Any dispute between SoundExchange and Rights Owner as to payment of Non-U.S. Royalties shall be treated in accordance with then-current SoundExchange policies and procedures.

8. All communications to SoundExchange by Rights Owner regarding this Mandate shall be in writing and deemed received (a) when delivered in person; (b) upon confirmed delivery by a recognized and reputable overnight delivery services (e.g., FedEx, UPS, DHL); (c) by email to info@soundexchange.com; or (d) five (5) days after being deposited in U.S. mails, postage prepaid, certified or registered mail, addressed to SoundExchange at the following address:

SoundExchange, Inc.
Account Services
733 10th Street, NW, 10th Floor
Washington, DC 20001
Facsimile: 202-640-5859

9. This Agreement shall be governed by and construed in accordance with the federal laws of the United States; provided that to the extent not covered by the federal laws of the United States, the law of the District of Columbia shall apply without regard to its conflict of laws principles. For the purposes of construing this Agreement, SoundExchange and Rights Owner shall each be considered the party drafting this Agreement. Should any provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidity shall not invalidate any other provisions of this Agreement and such provisions shall remain in effect.

10. SUBJECT TO SECTION 7 ABOVE, ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE SETTLED IN THE DISTRICT OF COLUMBIA BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. THE ARBITRATION WILL BE LIMITED SOLELY TO THE DISPUTE OR CONTROVERSY BETWEEN RIGHTS OWNER AND SOUNDEXCHANGE. NEITHER RIGHTS OWNER NOR SOUNDEXCHANGE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST OTHER PERSONS, OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE INDIVIDUAL (NON-CLASS) NATURE OF THIS DISPUTE PROVISION GOES TO THE ESSENCE OF THE PARTIES' ARBITRATION AGREEMENT, AND IF FOUND UNENFORCEABLE, THIS ENTIRE SECTION 10 SHALL NOT BE ENFORCED.

11. Rights Owner represents and warrants that Rights Owner has not entered into any other agreements, relationships or commitments to any other person or entity which conflict with this Mandate. Rights Owner further represents and warrants that Rights Owner shall not enter into any agreement, relationship or commitment, whether written or oral, which conflict with this Mandate. For the avoidance of doubt and notwithstanding anything to the contrary set forth herein, this Mandate applies only to situations where royalties are being collected in the context of collective management, and does not in any way prohibit Rights Owner from directly licensing in the territories for which SoundExchange has been authorized hereunder to collect royalties on Rights Owner's behalf.

12. This Mandate constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior and all contemporaneous agreements, understandings, and communications, whether written or oral.

Questions? Call Customer Service at 1-800-961-2091 or email accounts@soundexchange.com

ACCEPTED AND AGREED

Name of Rights Owner (please print): _____

By: _____

(Signature of Rights Owner or Authorized Representative)

Name of Signatory (please print): _____

Title: _____

Date: _____ (“Effective Date”)

APPENDIX 1 - EXCLUDED TERRITORIES

Please place a check mark next to the territories where you **DO NOT** want SoundExchange to collect royalties and/or remuneration on your behalf:

For a list of the territories where SoundExchange currently has reciprocal collection agreements, please visit <https://www.soundexchange.com/about/international-partners/>

| | | | | | |
|--|----------------------|--|-------------|--|--------------|
| | Argentina | | Finland | | Panama |
| | Armenia | | France | | Paraguay |
| | Australia | | Germany | | Peru |
| | Austria | | Greece | | Philippines |
| | Barbados | | Guatemala | | Poland |
| | Belgium | | Hong Kong | | Portugal |
| | Bolivia | | Hungary | | Romania |
| | Bosnia & Herzegovina | | Iceland | | Russia |
| | Brazil | | India | | Serbia |
| | Bulgaria | | Ireland | | Singapore |
| | Canada | | Israel | | Slovakia |
| | Chile | | Italy | | Slovenia |
| | China | | Jamaica | | South Africa |
| | Colombia | | Japan | | South Korea |
| | Costa Rica | | Kazakhstan | | Spain |
| | Croatia | | Latvia | | Sweden |
| | Cyprus | | Lithuania | | Switzerland |
| | Czech Republic | | Macedonia | | Taiwan |
| | Denmark | | Malaysia | | Thailand |
| | Dominican Republic | | Mexico | | Turkey |
| | Ecuador | | Netherlands | | UK |
| | El Salvador | | New Zealand | | Ukraine |
| | Estonia | | Norway | | Uruguay |
| | | | | | Venezuela |