#### DISTRIBUTION AGREEMENT

THIS AGREEMENT, made on the date as specified on the signing page,

#### BETWEEN:

- 1. THE SOURCE BV of Wagenmakerstraat 5, 2984 BD Ridderkerk, The Netherlands ("The Source" which expression shall include its successors and assigns); and
- 2. "the Licensor" as specified in Schedule 4 (TermSet)

#### IT IS AGREED as follows:

- 1. DEFINITIONS
  - 1.1 In this Agreement, the following words shall have the following meanings.
    - <u>"Additional Fees"</u> such additional fees payable by the Licensor for Additional Services, calculated in accordance with Schedule 2;
    - "Additional Services" such additional background and foreground services, YouTube (or other DSP) audio and video use claims including in relation to UGC and Content ID matched Content as are set out by the Licensor in the Metadata or as specified in the TermSet;
    - <u>"Content"</u> such audio or audio-visual recordings (including stems and multitracks where available) owned or controlled now or at any time during the Term by the Licensor (including any record labels affiliated with Licensor or which Licensor may acquire during the Term) as are delivered by the Licensor to The Source in accordance with The Source's delivery requirement in this Agreement;
    - "Content Editor" shall mean the technical system currently hosted at <a href="https://portal.the-source.eu">https://portal.the-source.eu</a>, operated by The Source, from which the Licensor can access Licensor only related information, which is made accessible to the Licensor through the Licensor's user interface, including accessing accounting information from the Royalty Dashboard;
    - <u>"Dealmemo"</u> A short informal summary that establishes an overview of the important variables of this agreement;
    - <u>"Content ID matched Content"</u> such Content identified by the Content ID digital identification system that the Licensor has chosen to monetise;
    - <u>"Delivery Materials"</u> such Content and Metadata delivered by the Licensor to The Source as specified in The Source Knowledge Base which specifications may be amended by The Source from time to time:
    - <u>"DSP"</u> a digital service provider or on-line retailer, as specified at The Source Knowledge Base which list may be amended by The Source from time to time;

- <u>"Fees"</u> the Initial Fee, Monthly Fee(s) and any Additional Fees payable by the Licensor to The Source in accordance with this Agreement;
- <u>"Initial Fee"</u> the fee payable by the Licensor on execution of this Agreement calculated in accordance with Schedule 2;
- "Intellectual Property" all present and future rights in patents, designs, trade or business names, domain names, copyright, database rights, rights in know-how, trade secrets, rights of confidence and any other intellectual property right or right of a similar nature anywhere in the world, whether registered or unregistered, whether now known or hereafter invented and including applications for such rights (and the rights to take action and claim compensation for infringement of such rights and all extensions, renewals, revivals and reversions of such rights);
- <u>"Knowledge Base"</u> such information regarding The Source's Portal which can be found at <a href="http://support.the-source.eu">http://support.the-source.eu</a> and is The Source's self-serve online library of information, from which the Licensor can access specifications, a frequently asked questions section and other general information on services provided by The Source (the Knowledge Base being subject to change from time to time);
- "Metadata" such information as is required to be delivered by the Licensor to The Source in the manner as specified in The Source Knowledge Base which specifications may be amended by The Source from time to time;
- "Net Receipts" shall mean receipts calculated in accordance with Schedule 1;
- <u>"Partner"</u> such third parties that The Source has or develops a relationship with in respect of the exploitation of content;
- "Royalty Dashboard" that part of the Content Editor from which the Licensor can access accounting information;
- <u>"Self-Service Portal"</u> that part of the Content Editor where Licensor is able to independently ingest audio, artwork and metadata related to an audio release on to The Source Platform;
- <u>"Term"</u> shall mean 3 years from the date of delivery of the initial Delivery Materials. The Term shall automatically renew for consecutive 1 year periods unless the Licensor delivers written notice to The Source of non-renewal at least ninety (90) days before the expiration of the then-current Term:
- <u>"TermSet"</u> the Licensor's specific terms, conditions and requirements in relation to certain exploitation of Content in accordance with this agreement as available on the Content Editor.
- <u>"Territory"</u> the world and the universe save only where expressly stated otherwise in the Metadata;
- "The Source Platform" the technical facilities, consisting of servers, network infrastructure, software technology, database and file stores, owned, controlled or utilised by The Source and

any digital service platform, system interface or user interface owned, controlled or utilised by the Source;

<u>"UGC"</u> any form of Content including audio, audio-visual and/or textual, that has been posted by users on online platforms including social media and wikis.

1.2 Any phrase introduced by terms such as include or any similar expression shall be construed as illustrative and not limit the sense of the words to which the expression relates.

#### 2. GRANT OF RIGHTS

- 2.1 The Licensor hereby grants to The Source:
  - (a) the exclusive right throughout the Territory and during the Term to sell, copy, distribute, perform, make available, store (including as part of a searchable database and back-up database) monitor and track (including by watermarking, fingerprinting or similar functionalities) and otherwise exploit the Content in whole or in part and in combination with works not the subject of this Agreement by any and all electronic and digital means, formats and delivery methods whether now known or hereafter invented;
  - (b) intentionally deleted;
  - (c) the non-exclusive right to carry out the Additional Services;
  - (d) intentionally deleted;
  - (e) in connection with the advertising, publicising, promotion or sale of the Content, the non-exclusive royalty free right to (and the right to permit third parties to) (i) use the Licensor's trade name and marks (ii) use the name, marks, approved likeness and approved biographical material of performers, writers, producers (and any other contributors to the Content) provided that all material provided by the Licensor shall be deemed approved and (iii) use promotional clips or trailers for promotional and marketing purposes including on The Source's, its licensees or Partners' websites or associated websites;
  - (f) the exclusive right to exploit Content album/track artworks, thumbnail images and video stills related to the Content including the right to use the same on compilations including works not the subject of this Agreement;
  - (g) the right during the Term to enter into agreements and/or to permit its licensees and/or or Partners to enter into synchronisation and compilation licenses relating to the exploitation of the Content including beyond the Term and without limitation in time, except only as specified otherwise in the TermSet;
  - (h) the right to sublicense and/or sub-contract the above rights including for use via dedicated streaming hardware, Internet platforms and services, instore and inflight services;

- (i) the exclusive right to collect all monies due from such exploitation of Content on the understanding that The Source cannot guarantee the volume of sales, placements on DSP's and/or revenue.
- 2.2 Where in this Agreement the Licensor's prior approval is required, such prior approval shall not be unreasonably withheld or delayed and any request shall be deemed approved if no response is received to a written request within 72 hours of submission of that request.
- 2.3 The Source acknowledges that as between the parties all Intellectual Property in the Delivery Materials are and shall remain the property of the Licensor (subject always to the rights granted by this Agreement). The Licensor acknowledges that as between the parties all Intellectual Property in the Content Editor, The Source Platform and Self-Service Portal are and shall remain the property of The Source (subject always to the rights granted by this Agreement).
- 2.4 Save as otherwise expressly provided in this Agreement, all rights in the Delivery Materials are reserved by the Licensor and all rights in the Content Editor, The Source Platform and Self-Service Portal are reserved by the Source.
- 2.5 The rights granted under this agreement including the related fee's and royalties are summarized in the Dealmemo which is attached as Schedule 4.

# 3. CONTENT DELIVERY, LICENSOR PROMOTION AND REPERTOIRE MANAGEMENT

3.1 The Licensor shall deliver the Delivery Materials to The Source on execution of this Agreement by both parties, free of charge. Additional Content shall be delivered promptly during the Term. The Licensor shall also promptly deliver all such additional information as may reasonably be requested by The Source in connection with the Content. The Delivery Materials must be delivered by the Licensor to The Source in the manner specified in The Source Knowledge Base which specifications may be amended by The Source from time to time.

The Licensor acknowledges that failure to deliver Content in a timely manner and/or in accordance with The Source delivery requirements may lead to delays in the making available or distribution of the Content and may also lead to increased costs in accordance with Schedule 2.

- 3.2 The Licensor acknowledges that (i) The Source is unable to release delivered Content (including to DSP's) until all Delivery Materials are delivered in accordance with The Source delivery specifications (ii) the time between delivery and release on DSP's varies between DSP's and can range from 24 hours to 14 days. Accordingly, the Licensor shall set out its desired and reasonable release schedule, taking account of varying DSP practices as specified in this Clause 3.2, such DSP practices to be provided in The Source Knowledge Base.
- 3.3 In the event the Licensor is carrying out specific promotional activities on specific Content, it shall provide The Source with a minimum of six (6) weeks' notice together with details of the relevant promotion(s). Should the Licensor request The Source to provide additional services in respect of any intended promotion that are likely to incur additional Fees these additional fees shall, subject to the Licensor's prior approval of the amount be borne by the Licensor. Such additional

services will only be provided by The Source after the amount of additional costs has been agreed and such agreed additional costs shall be paid by the Licensor within 14 days of the date of the applicable invoice from The Source.

3.4 The Licensor also acknowledges that many DSPs operate internal take-down practices and procedures (such as in respect of artificial or fraudulent streams) and The Source shall have no liability to the Licensor in the event DSPs remove content for reasons such as this. However, provided that the Licensor is not in any way responsible for an internal DSP take-down The Source shall use reasonable endeavours to reinstate the Content so affected.

#### 4. RIGHTS IN THE CONTENT AND THE SOURCE PLATFORM

- 4.1 As soon as reasonably practicable after delivery of the Content, the Licensor may access the Content Editor in relation to the Content.
- 4.2 The Source will provide details to the Licensor of how to access its user account on the Source Platform those details being subject to change from time to time.
- 4.3 The Source grants Licensor, free of charge, a non-exclusive and non-transferable license for its internal use only of the Content Editor, The Source Platform and Self-Service Portal.

#### FEES AND ACCOUNTINGS

- 5.1 The Licensor shall pay to the Source Additional Fees as are specified and calculated in accordance with Schedule 2. On the last business day of each month, the Source shall invoice the Licensor for any Monthly and Additional Fee(s) as are payable in respect of that month and the Licensor shall pay the Monthly Fee within 14 days of delivery of such invoice from The Source. The Licensor must pay the Fee without any deductions or set-offs.
- 5.2 The Source shall account to the Licensor in respect of monies received from its (or its licensees or Partners) exploitation of Content in accordance with Schedule 1.
- 5.3 In addition to any other rights and remedies of the parties under this Agreement or in law, (i) in the event the Licensor does not pay any or all of the Fees, the Source may deduct the unpaid amount of the Fees from monies payable to the Licensor in accordance with Clause 5.1 and (ii) in the event any underpayment is established in accordance with Clause 5.5, the Licensor may deduct such underpaid amount from the Fees.
- 5.4 Within forty-five (45) days after the end of each month during the Term a statement of account shall be available via The Source Platform giving reasonable details of sales of Content and the calculation of monies payable to the Licensor under this Agreement in respect of the preceding month (or if applicable the commencement of the Term). Within thirty (30) days of receipt of a valid invoice from the Licensor in respect of such statement, the Source shall pay any monies due less any permissible offsets or deductions. All payments shall be subject to a minimum distribution threshold of €100 and any amount under this sum shall be rolled over into the next accounting period.
- 5.5 Once in any calendar year during the Term, but only once in respect of such statements and within one (1) year after any royalty statement is delivered to the Licensor, the Licensor shall have the right (at its own expense) to inspect and take copies of The Source books and records insofar as such books and records pertain to such statement of account. Such inspection shall be made by a chartered accountant (but not where such accountant is acting on contingency) on at least 30 business days prior notice, during normal business hours on normal business days at the

place where The Source keeps the books and records in The Netherlands. If any such inspection reveals an underpayment, The Source shall pay such underpayment together with interest at 2% above its bank's base rate from time to time. In the event such underpayment is in excess of 10% of the amount paid, The Source shall pay the reasonable costs of the inspection within 30 days of final invoice (excluding travel and subsistence costs) limited to a maximum of Euro 2,000 (two thousand Euros).

- 5.6 Where payments are received in a foreign currency the rate of exchange applied shall be at The Source's discretion calculated either at the time the monies are received by The Source or when they are credited to the Licensor.
- 5.7 All sums payable to Licensor hereunder are exclusive of Value Added Tax ("VAT") or any other similar sales tax and The Source shall pay to Licensor the same in addition upon presentation of a valid VAT invoice.
- 5.8 All payments shall be subject to any deductions and withholdings that are required to be made pursuant to any statute, regulation, treaty or other law or any union or guild agreement.
- 5.9 If at any time the Licensor has breached or not performed any term of this Agreement and shall not have cured or remedied such breach or non-performance within 30 days (or 7 days in the event of non-payment of the Fees) of receipt of written notice from The Source pursuant to Clause 11.1 without prejudice to its rights and remedies under this Agreement and at law, The Source shall have the right to suspend payment of accountings due in accordance with Schedule 1 until such time as any loss or damage to The Source arising from such breach or non-performance has been quantified and paid. Any such suspension shall not affect the Licensor's obligation to pay the Fees.

#### 6. MUSIC PUBLISHING LICENSES AND ROYALTIES

- 6.1 Subject only to Clause 6.2, the Licensor shall be solely responsible for the payment of all monies due to artists, producers, performers and all other persons who were involved in the making of the Content.
- 6.2 If agreed and specified in the TermSet, The Source shall also account and pay royalties to such royalty-bearing artists (or other third parties) who have a contractual right to receive royalties in respect of the exploitation of Content at such times and on such commercial terms as are specified by the Licensor in the TermSet. It shall remain the Licensor's responsibility to ensure such information is accurate and The Source shall have no liability to the Licensor or any third party in respect of matters such as the amount and timing of royalties payable to the relevant artists (or other third parties).
- 6.3 Save as provided in Clause 6.1 or 6.2, The Source, its Partners or licensees are responsible for reporting and making payments due for mechanical licenses payable to owners of musical works on the Content by virtue of the exploitation by The Source, its Partners or licensees of the Content in those territories where a collective management organisation (such as Stemra, MCPS, Gema, Sacem, Sabam) require reporting and payments to be made by the DSP. In respect of mechanical royalties payable to the owners of such musical works outside these territories, the Licensor shall be solely responsible for obtaining such licenses and promptly paying all royalties and fees. The Licensor shall indemnify and hold The Source harmless from any claims or liabilities whatsoever resulting from Licensor's failure to secure such licenses and/or make such payments. Where such payments have to be made by The Source, it shall have the right to deduct such payments from Net Sales in accordance with Schedule 2.

#### 7. DELETED CONTENT

7.1 Subject to Clause 7.2, where the status of Content is amended by the Licensor to "Take Down" in the Content Editor, the Source shall or shall direct its licensees or Partners to remove the

Deleted Content from DSPs as soon as practicable but in any event within 5 business days. Licensor agrees that Deleted Content may remain available under a pre-existing arrangement with a third party including in respect of a synchronisation license.

- 7.2 The Licensor shall only be permitted to delete Content hereunder if the Deleted Content: (i) is the subject of a bona fide claim by a third party claiming rights to such Content and such continued distribution is likely to expose Licensor and/or The Source to third party claims, or (ii) is deleted from Licensor's catalogue by virtue of an agreement licensing such Content from a third party to Licensor expiring.
- 7.3 In the event any Content becomes Deleted Content during the Term and The Source has incurred any costs in respect of that Content it shall thereafter be able to recharge or deduct those monies from royalties due to the Licensor.

### 8. WARRANTIES AND REPRESENTATIONS

- 8.1 Both parties warrant and represent that they possess the full right and authority to enter into and perform this Agreement.
- 8.2 The Licensor warrants and represents that:
  - (a) it owns or controls the Content and has the right to grant such rights as are expressed to be granted in accordance with this Agreement to The Source free of any adverse, competing or third-party claims and there are no restrictions or agreements relating to the Content which would derogate from or be inconsistent with the rights granted to The Source hereunder;
  - (b) except as otherwise expressly provided herein The Source shall be under no liability whatsoever (including for the payment of any monies, royalties or fees) to any third party arising out of its use of Content;
  - (c) all permissions approvals and consents required for the exercise by The Source (or its licensees or Partners) of the rights granted to it have been obtained by the Licensor;
  - it shall not engage in any activity in relation to the Content which is or may be unlawful or contrary to the rules and regulations of platforms from time to time (including unlawful or artificial streaming);
  - (e) it has sole responsibility towards all recording artists, producers, and any other royalty (or non-royalty) participants resulting from sales of the Content under this Agreement (except only as expressly stated otherwise in the Metadata);
  - (f) the Content contains original copyright works, is neither obscene nor defamatory and does not infringe the rights of any person, firm or company or any third party. Any samples have been cleared for exploitation hereunder at no further cost to The Source;
  - (g) it shall execute, at its own cost, all further documents or agreements required or necessary to perfect the grant of rights hereunder;
  - (h) all information provided in the Metadata is accurate and, where relevant, represents bona fide arrangements between the Licensor and third parties to whom The Source is requested to account; and
  - (i) it shall indemnify and keep The Source indemnified on demand against any and all liability, loss, damage, cost or expense (including legal fees and costs) paid or incurred by reason of any breach or non-performance of any of the Licensors warranties, representations or agreements. The Source shall have the right to withhold any money due to Licensor should any inconsistency be claimed by third parties with regard to the rights granted.
- 8.3 In the event of a claim against The Source and/or its Licensees, Partners or customers, arising from the exploitation of the Content The Source shall:
  - (a) to the extent that it's reasonable to do so, ensure that the Licensor is given control of any such claim or proceedings but shall remain entitled to co-operate in its own defence at the Licensor's cost:

- (b) not admit, compromise or settle any claim (save with the advice of its lawyers that such claim is more likely than not to succeed) but may suspend relevant dealings in the relevant Content and inform third parties of the same; and
- (c) give the Licensor reasonable assistance with such claim or proceedings at the Licensor's cost.
- 8.4 In the event of a claim against The Source and/or its Licensees, Partners or customers arising from the exploitation of the Content the Licensor shall:
  - (a) promptly notify the claimant that it is the owner of the Content and the Licensor of The Source's rights; and
  - (b) pay for on demand and in full all costs and expenses (including legal fees and costs) incurred or to be incurred by The Source in relation to any such claim.
- 8.5 The Source shall be entitled to set off and/or withhold any monies due to Licensor in an amount reasonably commensurate with the likely potential damages and costs to be incurred by The Source in the event of any claim arising due to any breach or alleged breach of copyright in respect of the Content.

#### 9. TERMINATION

A party shall have the right (without prejudice to its other rights and remedies) to terminate this Agreement by giving the other written notice of termination (i) if the other is in breach of any material term of this Agreement which is incapable of remedy or if capable of remedy is not remedied within 90 days of the non-breaching party notifying the breaching party in writing of the same and requiring its remedy and/or (ii) if the other becomes insolvent or is subject to any insolvency or similar proceedings.

### 10. EFFECT OF TERMINATION

- 10.1 Upon the expiration or termination of this Agreement The Source shall make all digital files and according metadata inaccessible for third parties from its servers and, destroy all Delivery Materials provided by Licensor unless such data is required for accounting purposes.
- 10.2 Any termination shall be expressly subject to any accrued rights and obligations as at the date of termination.
- 10.3 Those clauses the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue to have effect after the end of the Term.

## 11. GENERAL

- 11.1 All notices hereunder shall be in writing and sent by hand or first class registered or recorded post (or the equivalent) to the above address or as advised in writing by either party and shall at the same time be sent by email to <a href="legal@the-source.eu">legal@the-source.eu</a> in the case of notices to The Source and by email to Licensor contact details as specified in the TermSet (Schedule 4) in the case of notices to the Licensor. Notices shall be deemed received on the next business day if sent by hand or three (3) working days after posting. Days between 20th December and 10th January shall not be deemed business days.
- 11.2 In the event that any sums are or may be demanded from The Source (or its licensees or Partners) by governments or other fiscal authorities (withholding tax), The Source shall in the first instance provide the Licensor with such assistance as is reasonably required in order for a dispensation from the payment of such tax to be obtained. In the event that such dispensation cannot be secured, The Source shall deduct such withholding tax from the amounts payable to the Licensor, and pay such taxes to the appropriate authority. The Source shall thereafter provide the Licensor

- with all reasonable assistance (including the execution of documents) as may be required to enable the Licensor to reclaim the withholding tax paid.
- 11.3 This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements and discussions between the parties relating to that subject matter.
- 11.4 Each party warrants to the other that, in entering into this Agreement it has not relied on any representation or warranty save where expressly set out in this Agreement.
- 11.5 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with Dutch Law. Each party agrees that the Dutch Courts are to have jurisdiction to settle any claim or matter arising under this Agreement or its subject matter or formation (including non-contractual disputes or claims) and each party irrevocably submits to the exclusive jurisdiction of the Dutch Courts.
- 11.6 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

Signing Page and 4 schedules to follow.

Signing Page
In witness whereof, the parties hereto execute this agreement
Date:
On behalf of XXXXXXXX
YYYYYYY, ZZZZZZZZ XXXXXXXX
Date:
On behalf of The Source BV
Ronald Eekhoff, CEO

The Source BV

#### **SCHEDULE 1**

# **ROYALTIES**

#### 1. ACCOUNTING

- 1.1. The Source shall account to the Licensor for a percentage of Net Receipts as specified in paragraphs 2 to 8 below in respect of the exploitation of the Content in the Territory. "Net Receipts" shall mean the total of all monies actually received by The Source directly and solely identifiable to the exploitation of Content after deducting from those monies all reasonable and bona fide costs incurred by The Source in connection with the Content including but not limited to the following:
  - 1.1.1. all such file storage costs as are specified in Schedule 2;
  - 1.1.2. all such transaction costs as are specified in Schedule 2;
  - 1.1.3. mechanical royalty fees;
  - 1.1.4. any cost incurred in reformatting the Delivery Materials for the purposes of exploiting the Content where the Content is not delivered in accordance with the specification provided;
  - 1.1.5. returns/credits or any deductions made due to technically faulty, defective or unfit Content or in the event of any fraudulent activity by end users for example whereby an end user may download multiple copies but pay for one;
  - 1.1.6. Value Added Tax and similar taxes; and
  - 1.1.7. reasonable legal, accounting and other professional fees incurred by The Source in relation to any agreement/dispute with a Licensee, Partner or other third-party licensee in each case calculated in accordance with this Schedule 1.

#### 2. DIGITAL DISTRIBUTION

Subject to the other provisions of this Agreement the royalty payable in respect of digital distribution will be as follows:

### 2.1. Audio

- 2.1.1. In respect of Net Receipts from the digital distribution of Content that has been delivered via the Self-Service Portal, the applicable royalty rate will be
  - (a) XX% of Net Receipts calculated on Net Receipts;

In respect of Net Receipts from Content delivered by the Licensor by means other than by the Self-Service Portal, the applicable royalty rate will be

- (a) XX% of Net Receipts calculated on Net Receipts;
- 2.1.2. XX% of Net Receipts from the exploitation of audio-visual Content;
- 2.1.3. XX% of Net Receipts from Live Transmissions, Live Feeds, Live Streams and/or Deferred Transmissions of Audio Visuals / Concerts.

## 2.2. Neighbouring Rights

Not Applicable.

#### 3. SYNCHRONISATION

3.1. In respect of the grant of synchronisation licenses for the use of Content in combination with visual images such as films, television programs, and/or computer games or commercials, the applicable royalty rate will be XX% (XX percent) of monies received in full by The Source.

## 4. SUB LICENSING

4.1 In respect of any sub-licences granted by The Source for the use of Content the applicable royalty rate will be XX% (XX percent) of monies received in full by The Source which are directly and solely identifiably linked to the Content use.

## 5. DIGITAL COMPILATIONS

Not Applicable.

## 6. CONTENT CLAIMS

In respect of any income directly and solely attributable to the Content received from YouTube/Google/other platforms related to submitted claims and not covered under any of the above royalty provisions the applicable royalty rate will be XX% (XX percent) of monies received in full by The Source.

## 7. OTHER TYPES OF INCOME

In respect of any other income directly and solely attributable to the Content and not covered under any of the above royalty provisions the applicable royalty rate will be XX% (XX percent) of the actual monies received by The Source.

## 8. PROCESSING THIRD-PARTY INCOME

Not Applicable

# **SCHEDULE 2**

# ADDITIONAL FEES

Normal usage of the Content Editor is free of charge for Licensor. Additional functionality can be added to the license set-up based on Licensor's requirements.

Options	Price	Per
Customised Repertoire Portal	€ 1,000.00	Set-up costs
Customised Repertoire Portal	€ 250.00	Per Month
Urgent Release CDS/CDM < 5 tracks	€ 50.00	Per release
Urgent Release Album	€ 75.00	Per release

# **Additional Costs**

	Price	Per			
If Licensor delivers Audio/Video to The Source not	€ 10.00	Per Release			
compatible with the specifications the additional	€ 1.75	Per Minute (Video)			
costs are:	€ 1.00	Per Minute (Audio)			
If Licensor delivers Artwork to The Source not	€ 25.00	Per Release			
compatible with the specifications the additional					
costs are:					
For missing metadata, per Release, requiring The	€ 20.00	0.00 Per Release			
Source research:					
For change requests to metadata or other release	€ 15.00	Per Release /			
information after approval:		Per Request			
For change requests to metadata or other release	€ 25.00	Per Release /			
information after delivery to the DSPs:		Per Request			
For each Takedown or Removal of Content (on a		Per Takedown or Removal			
Track-by-Track or Album-by-Album basis, whichever		of Content			
is less) but not upon Termination or expiration of this	No Charge	1			
Agreement, a one-time fee of:	€ 10.00	2 - 10			
	€ 7.50	11 - 25			
	€ 6.00	26 - 50			
	€ 5.00	51 - 100			
	€ 4.00	101 or more			

# **SCHEDULE 3**

Not Applicable

# **SCHEDULE 4**

# TermSet / DealMemo

Licensor Details						
Company Name						
Primary Contact (Legal Repr	esentative)					
Address 1						
Address 2						
Address 3						
ZIP Code / Postal Code						
City						
State						
Country						
Company Registration Numb	per					
Company VAT Number						
Main Phone Number (Switch	board)					
Main e-mail address						
Main Website URL						
		•				
Licensor Contact Details						
Department	Name		E-Mail	F	Phone	
Signee Contract						
Primary Contact Content						
Primary Contact Marketing						
Primary Contact Legal						
Primary Contact Technical						
Royalty Summary						
Digital Distribution; Transaction, Subscription, Advertising, Via Self-Service Portal				ı	XX%	
ContentID (like, but not limited to, YouTube, S						
Live-Streaming and VOD; Transaction, Subscription, Advertising				XX%		
Digital Distribution; Transaction, Subscription, Advertising, Processed by The Source				ırce	XX%	
Synchronisation, Sub-Licensing, Third-Party Income						XX%
Additional Services						
Special Terms						
Miscellaneous						
misoenaneous						