

RIGHTSY LICENSING TERMS AND CONDITIONS

The following terms and conditions (these “**T&Cs**”), together with the signed agreement between an Artist and Rightsy which refers to and incorporates these T&Cs (as applicable) (the “**Signed Agreement**”), will form the agreement (the “**Agreement**”) between the Artist and Rightsy in respect of the licensing by the Artist to Rightsy of the Recordings and Associated Materials (as applicable). The terms, words and expressions in these T&Cs (capitalised or otherwise) shall have the same meanings as set out in the Signed Agreement (as applicable) unless the context requires otherwise. Where there is any conflict between the terms of these T&Cs and the Signed Agreement, the terms of the Signed Agreement will prevail.

Rightsy reserves the sole right at any time to modify, discontinue or terminate its services, or modify these T&Cs (but not the Signed Agreement (as applicable)) on notice to the Artist. By continuing to use Rightsy’s services after Rightsy makes and posts any such modification to these T&Cs, the Artist agrees to be legally bound by these T&Cs as modified. In any event, it is the Artist’s responsibility to check these T&Cs periodically for any changes. For the avoidance of doubt, the Artist may not alter or modify these T&Cs or, without Rightsy’s express written agreement, the Signed Agreement (as applicable).

1. Accounting to the Artist

A statement (“**Statement**”) of Artist Royalty will be available for the Artist to view and download via Rightsy’s royalty platform. Rightsy will endeavour to ensure the Statement is updated every month (each version, as updated, being a “**Monthly Statement**”).

To be clear, timely Statement updates may be affected if there are delays of statements of account and corresponding payments to Rightsy (“**Third Party Accounting**”) from any online music stores or digital service platforms (including without limitation Apple, Spotify, Amazon, Deezer etc) (“**Stores**”), and the Artist agrees that Rightsy will not be in breach of the Agreement if Rightsy fails to provide timely Statement updates due to any such delays. If there are any such delays, Rightsy will use reasonable endeavours to update the Statement as soon as reasonably practicable following Rightsy’s receipt of the applicable Third Party Accounting. The Artist may audit the Statement in accordance with Rightsy’s audit policy (see Schedule 1).

2. Delivery of Recordings

For each Recording and any and all Associated Materials, the Artist must deliver everything listed in Schedule 2 within five (5) business days of the date of the Signed Agreement (as applicable).

“**Full Delivery**” is when Rightsy has received from the Artist and accepted everything listed in Schedule 2 for each Recording and any and all Associated Materials. For the purposes of the preceding sentence, “accepted” means when Rightsy confirms by email that everything received is technically satisfactory (as reasonably determined by Rightsy) and that none of the relevant files are corrupt. Artist will ensure that all prior manufacture, distribution, selling and other exploitation of the Recordings listed in Schedule 2 shall cease on or promptly following the date of the Signed Agreement (as applicable), including, without limitation, by promptly issuing any necessary “takedown” requests to digital service providers and to all platforms or accounts to which the Artist previously delivered any Recordings (e.g., iTunes, Amazon, Spotify, YouTube, etc.) and Full Delivery is contingent on satisfaction of the same.

3. Promoting the Artist’s Recordings

Rightsy will be able to use the Artist’s name, professional name (if any) approved pictures, approved photographs, and approved biography in connection with promoting the Recordings and the Associated Materials and Rightsy’s business in general (including on Rightsy’s website, social media accounts and in case studies) forever. Anything the Artist delivers to Rightsy will be deemed approved for this purpose unless the Artist specifically tells Rightsy otherwise in writing.

4. Restriction on the Artist from releasing music

The Artist **cannot** release any music, whether by itself or via a third party label or distributor, other than the Recordings, until after Full Delivery has been achieved (see clause 2). Notwithstanding this, the Artist may render its services as a session musician or “side-person” (but not a “featured artist” without Rightsy’s prior written consent), producer or mixer for any third party provided that: (i) such activities do not materially interfere with the Artist’s obligations to Rightsy (which shall take priority); (ii) the compositions embodied or to be embodied on the Recordings are not used; and (iii) the Artist’s name, professional name and/or image shall not otherwise be used for such purposes, in associated marketing materials or otherwise, without Rightsy’s prior written agreement.

5. Warranties

The Artist warrants, represents and undertakes that:

- (a) the Artist is entitled to enter into the Agreement and to grant to Rightsy all the rights granted to Rightsy in the Agreement;

- (b) the Artist have binding and legally enforceable agreements in place with each and every third-party who has contributed to the Recordings and Associated Materials (each a “**Third Party Contributor**”) (including without limitation performers, producers, mixers, featured artists and sample owners) and those agreements provide the Artist with all rights necessary to allow the Artist to fulfil their obligations in the Agreement without Rightsy being required to make payment to or reference to such Third Party Contributor in any way;
- (c) the Artist is responsible for any and all third party payments (excluding mechanical royalties) arising as a consequence of the exploitation of the Recordings and Associated Materials hereunder (including without limitation any payments to Third Party Contributors) unless Rightsy has agreed in writing to make such payments on the Artist’s behalf (in which case such payments will be made solely as an accommodation to the Artist and Rightsy will not incur any liability to the Artist or such Third Party Contributors in respect of the same);
- (d) Rightsy and its licensees will be able to obtain mechanical licences for all compositions embodied on Recordings and be able to exploit the same on standard/industry terms (and at no greater than seventy five percent 75% of the statutory/industry rate in USA and Canada and subject to a cap of 10x per album, 4x per extended play and 2x per single) pursuant to the Agreement throughout the world in perpetuity including on a free of charge basis in respect of synchronisation licences for promotional and video usage (and the Artist shall procure that any co-writers of such composition shall comply with this clause);
- (e) all Recordings, the compositions embodied thereon, all Associated Materials, and any other assets delivered by the Artist hereunder do not and shall not contain any un-cleared samples, are not and shall not be criminally obscene, are not and shall not be defamatory and do not and will not infringe the rights of third parties;
- (f) the Artist hereby grants or shall procure the grant of all necessary performer consents and waive (or otherwise agree not to enforce) all so-called moral rights or similar rights now existing or created in the future in any part of the world in respect of the Recordings and the compositions embodied thereon;
- (g) the Artist and Rightsy are free to use the Artist’s (and any Third Party Contributor’s) name (including any professional names), approved likenesses and approved biographies on an unrestricted basis in connection with the production, packaging, promotion and exploitation of the Recordings and Associated Materials and in the promotion of Rightsy generally. and such use of the same will not infringe any third party rights;
- (h) the Artist will not make slanderous statements regarding Rightsy or that would materially reduce the potential value of the Recordings;
- (i) there is currently no claim, action or other legal proceeding involving the Recording(s) now, pending or threatened, nor is there any basis for such (and the Artist undertakes to promptly inform Rightsy on becoming aware of any change in circumstances which may render this warranty untrue);
- (j) the Artist will not re-record (or otherwise be involved (as a producer, mixer or otherwise) in a re-recording of) any of the compositions embodied on the Recordings at any time during the Licence Term;
- (k) the Artist will not re-release any of the Recordings or Associated Materials with another distributor, whether as part of an album or otherwise, at any time during the Licence Term; and
- (l) the Artist is a not a minor.

6. Indemnity

The Artist will hold Rightsy, Rightsy’s assignees and licensees harmless from, and indemnify Rightsy, Rightsy’s assignees and licensees against, any and all losses, damages, costs, and expenses (including reasonable legal fees) from any third party claims arising out of or as a consequence of any breach of any warranty, representation or agreement made by the Artist under the Agreement.

7. Claims

- (a) If at any time any third-party claim, whether written or oral, is presented against Rightsy or any of Rightsy’s assignees or licensees solely in connection with the Recordings and/or Associated Materials, then Rightsy will notify the Artist as soon as reasonably and practicably possible.
- (b) If Rightsy receives, or anticipates receiving, a written claim, Rightsy shall have the right, without prejudice to any other rights or remedies Rightsy may have, to cease exploitation of any relevant Recordings or Associated Materials and withhold a reasonable proportion of Artist Royalty, reasonably calculated on the basis of Rightsy’s bona fide opinion as to the level of costs recoverable under such claim, to protect Rightsy, its assignees and its licensees against the predicted damage (the “**Withheld Monies**”), provided that any Withheld Monies will be released if proceedings are not commenced within eighteen (18) months from the date that notice of such claim is first received by Rightsy or its assignees or licensees.
- (c) The Artist agrees that Rightsy may use the Withheld Monies to (i) pay any monies as required under any legal proceedings, (ii) pay any outside-of-court settlement (with the Artist’s prior written approval (not to be unreasonably withheld or delayed)), and (iii) pay for Rightsy’s reasonable costs incurred as a result of such claim (including any and all legal fees). If there is any remainder of the Withheld Monies after deducting such costs, then Rightsy will credit the remainder to the Artist’s royalty account.
- (d) The Artist hereby irrevocably authorises Rightsy to take all steps at its discretion to protect, defend or maintain the title and/or copyright in the Recordings, the Associated Materials, or any other rights therein. If Rightsy takes proceedings against a third party any amounts recovered as a result thereof shall first be applied in reimbursing Rightsy’s reasonable costs and expenses in connection therewith and any balance of such recovery shall, to the extent identifiably attributable to the Recordings or the Associated Materials, be divided between Rightsy and the

Artist in the same proportion as the Artist Royalty, with the Artist's share being credited to the Artist's royalty account promptly following the receipt of the same by Rightsy.

8. Limitation of Rightsy's liability

Rightsy's total liability to the Artist under or in connection with the Agreement shall be limited to the total Your Share received by the Artist in the preceding six (6) months to when the relevant claim arises.

9. General

- (a) The Agreement does not constitute a partnership or joint venture, a fiduciary relationship or the relationship of employer and employee, between the Artist and Rightsy.
- (b) Unless the context requires otherwise, under the Agreement words in the singular include the plural and the plural shall include the singular.
- (c) If any part of the Agreement is deemed to be void, then the remainder shall remain in full force and effect.
- (d) Rightsy may assign and/or sub-license its rights under the Agreement in whole or in part as Rightsy sees fit. The Artist accepts that the Agreement is personal to the Artist, and the Artist may not assign its rights or obligations under the Agreement, in whole or in part, without Rightsy's prior written consent except the Artist's right to receive the Artist Royalty under the Agreement provided that it shall be a condition precedent of such assignment that the Artist provides Rightsy with all necessary accounting information in respect of the same.
- (e) The Agreement contains all of the terms agreed between the Artist and Rightsy and replaces any and all previous agreements, whether written or oral, concerning the subject matter of the Agreement.
- (f) Any failure or delay in exercising any right, power or privilege under the Agreement shall not operate as a waiver. Similarly, any single or partial exercise by a party of any right, power or privilege will not prevent any further exercise of such right, power or privilege, or the exercise of any other right, power, or privilege. A waiver of any term or condition of the Agreement in a particular instance won't be deemed or construed to be a waiver of such term or condition in the future (unless the waiver expressly states that it should).
- (g) The Artist and Rightsy shall keep the contents of the Signed Agreement (as applicable) confidential and shall not disclose the provisions of the Signed Agreement (as applicable) to any third party except for: (i) their respective professional advisors; (ii) as required by law; (iii) in connection with the proposed transfer of any or all of Rightsy's rights and obligations under the Agreement to a third party; (iv) in connection with the proposed sale or reorganisation, merger, consolidation, acquisition, or other restructuring involving any or all of Rightsy's voting securities or assets; (v) in connection with ordinary course discussions with members of the board of directors of Rightsy; or (vi) in connection with any funding or equity investment negotiations with third parties where details of the Agreement are part of a due diligence process.
- (h) The Signed Agreement (as applicable) may be executed in any number of counterparts and all such counterparts will be deemed to constitute one and the same instrument. Executed signature pages of the Signed Agreement (as applicable) transmitted electronically in PDF or similar and/or executed by way of a digital signature program (such as "DocuSign", "DocHub" or similar) shall, once executed in such manner by all parties, be deemed fully binding and with full legal force and effect.
- (i) All notices under the Agreement must be served by email to the relevant email address as provided in the Signed Agreement (as applicable) (as may be updated from time to time), and notices shall be deemed received twenty four (24) hours after successful transmission of an email (i.e. where the sender does not receive an unsuccessful transmission email).
- (j) No one other than Rightsy and the Artist shall have any rights or entitlements or have any claim in relation to the Agreement under the Contracts (Rights of Third Parties) Act 1999.
- (k) No amendment to the Signed Agreement (as applicable) shall be effective unless signed by all parties in writing.
- (l) No party shall be in breach of the Agreement unless and until the other party has notified such party of the alleged breach and such party has failed to remedy such breach within a period of sixty (60) days of receipt of such notice.
- (m) The Agreement shall be governed by and construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1 – Audit Policy

The Artist has the right to appoint a qualified music industry auditor or other representative experienced in music royalties to inspect Rightsy's books and records of accounts in respect of the Statement and to the extent the same solely relate to the Recordings and the Associated Materials provided that:

- a. there shall be no more than one inspection per year;
- b. the Artist may not inspect any Monthly Statement more than once;
- c. no Monthly Statement may be inspected more than three (3) years after the Monthly Statement is rendered/updated; and
- d. the costs of such audit are covered solely by the Artist.

If such audit correctly reveals an agreed underpayment of monies properly due to the Artist, then Rightsy shall credit such agreed underpayment to the Artist's royalty account. If such agreed underpayment is in excess of the greater of (i) ten thousand pounds (£10,000); and (ii) ten per cent (10%) of the monies actually credited to the Artist in respect of the audited period, Rightsy shall reimburse the Artist with the Artist's actual and reasonable professional costs and expenses of such

audit (excluding any travel, accommodation and subsistence costs) PROVIDED THAT such costs and/or expenses have been pre-approved in writing by Rightsy before they are incurred. Rightsy shall not be liable for any costs and/or expenses which were incurred without Rightsy's pre-approval in writing.

Schedule 2 – Delivery

Items to be delivered for each Recording

- WAV file
- Artwork
- ISRC Code
- UPC Code
- Original release date
- All work and/or file copies used during recording and/or mixing including any so-called “stems”
- Instrumental WAVs and radio edits/versions as reasonably requested by Rightsy
- Other metadata (e.g. songwriters etc.)
- A list of all Third Party Contributors (including without limitation all featured performers, background vocal performers, instrumental performers, mixers, producers, and engineers) who provided services in connection with the applicable Recordings and/or Associated Materials (and signed, legally enforceable consent forms in respect of the same granting the Artist full ownership in the product of their services which the Artist hereby grants to Rightsy for the Licence Term)
- Fully completed licences and clearances in respect of any so-called “samples”
- Any other information reasonably requested by Rightsy which is necessary for Rightsy to fully exploit the Recordings and the Associated Materials pursuant to the Agreement.