



CANADIAN MUSICAL REPRODUCTION RIGHTS AGENCY LTD.
AGENCE CANADIENNE DES DROITS DE REPRODUCTION MUSICAUX LTÉE

PUBLISHER AFFILIATION AGREEMENT KIT

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Attention Publisher:

✓ Please complete and sign **Part I** (Client Information Form, Affiliation Selection Checklist and Electronic Funds Transfer Authorization Form) of this Agreement and return to CMRRA. We will return a countersigned copy to you.

✓ Please keep **Part II** for your records. Ensure you read all Terms and Conditions contained in Part II prior to completing and/or signing Part I of this Agreement.

All copies may be returned to CMRRA by email at registrations@cmrra.ca. For assistance, please call CMRRA at (416) 926-1966 or email us at inquiries@cmrra.ca.



CANADIAN MUSICAL REPRODUCTION RIGHTS AGENCY LTD.
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PART I - CLIENT INFORMATION FORM	
First Name: _____	Last Name: _____
Email Address: _____	Phone Number: _____
Communication Language Preference (<i>Check One</i>):	<input type="checkbox"/> English <input type="checkbox"/> French
Name of Publishing Entity: _____	
IPI Number: (<i>if known</i>) _____	
Publishing Entity Mailing Address: _____	
City: _____	Province/State: _____
Postal/ZIP Code: _____	Country: _____

PART I - AFFILIATION SELECTION CHECKLIST			
Please initial and date the corresponding boxes for each affiliation requested. <i>CMRRA shall only act on behalf of Publisher for those affiliations so initialled and dated.</i>			
GENERAL	INITIAL HERE	SIGNATURE DATE (MM/DD/YYYY)	
Mechanical Licensing As defined by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'A'			
Digital Music Services As defined by the Terms and Conditions outlined in Affiliation Agreement Part II, Schedule 'B'			
Broadcast Mechanical (Audio Only) As defined by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'C'			
Private Copying Levy As defined by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'D'			
AUDIOVISUAL POST-SYNCHRONIZATION REPRODUCTION	INITIAL HERE	SIGNATURE DATE (MM/DD/YYYY)	ASSIGNMENT DATE
Online, Video-on-Demand, and Other Non-Traditional Dissemination As defined by the Terms and Conditions outlined in Affiliation Agreement Part II, Schedule 'E'			
Music Videos – Online, Video-on-Demand, and Other Non-Traditional Dissemination As defined by the Terms and Conditions outlined in Affiliation Agreement Part II, Schedule 'E'			
YouTube As defined by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'E'			01/01/2015
Facebook Services (Facebook, Instagram, Messenger, and Oculus VR) As defined by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'E'			07/01/2019
TikTok As defined by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'E'			05/01/2019

Publisher and CMRRA hereby enter into and accept the terms of the Publisher Affiliation Agreement, as defined in Part II, section 1 of the General Terms and Conditions, including all applicable Terms and Conditions as outlined in Part II, Schedules "A" through "E", in relation to each of the services requested by Publisher in this *Affiliation Selection Checklist*.

 Publisher's Signature

 CMRRA Ltd.

 Name (Please Print)

Paul Shaver, President

 Date

 Date



ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM A.2

PAYEE INFORMATION

Name of Publisher Payee (CMRRA Account):		<input type="checkbox"/> NEW <input type="checkbox"/> UPDATE
<input style="width: 100%;" type="text"/>		
Name Registered on Bank Account:		Email Address*:
<input style="width: 100%;" type="text"/>		
Street Address (P.O. Boxes are not acceptable):		<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>		
City:	Province/State:	Telephone Number:
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Country:	Postal/Zip Code:	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	

*Please note that a valid email address is required to register for electronic funds transfer and statement notifications.

BANKING INFORMATION

Name of Financial Institution:		<input type="checkbox"/> NEW <input type="checkbox"/> UPDATE
<input style="width: 100%;" type="text"/>		
Street Address of Financial Institution:		<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>		
City:	Province/State:	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	
Country:	Postal/Zip Code:	<input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>	

ACCOUNT INFORMATION

Currency Type (Select one only): \$ CAD in Canada \$ USD in Canada \$ USD in U.S.A.**

Account Number (Required for all accounts):

FOR ACCOUNTS IN CANADA ONLY:	**FOR ACCOUNTS IN U.S.A. ONLY:
Bank Code/Inst. No.: <input style="width: 100%;" type="text"/>	ABA Routing No.: <input style="width: 100%;" type="text"/>
Transit/Branch No.: <input style="width: 100%;" type="text"/>	Account Type: <input type="checkbox"/> Savings Credit (PDC) or <input type="checkbox"/> Demand Credit (DCC)

** Savings Credit is typically a savings/term account and Demand Credit is typically an operating/chequing account.

AUTHORIZATION

By signing this document, you are authorizing payments made to Payee by CMRRA to be sent to the above account via electronic funds transfer.

Print Name: Title:

Signature: _____ Date: _____

IMPORTANT: You **must** include a void cheque and/or direct deposit form from your financial institution with this application.



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PART II: AFFILIATION INFORMATION – TERMS & CONDITIONS

PUBLISHER AFFILIATION AGREEMENT GENERAL TERMS & CONDITIONS

1. **Definitions:** In this Agreement, the following terms have the meanings set out below:
 - a. "Catalogue" means one or more musical works customarily owned and/or administered in common by or on behalf of a single person, firm or corporation or group thereof and whose ownership and/or administration is customarily identified by a common name.
 - b. "CMRRA" means the Canadian Musical Reproduction Rights Agency, Ltd., a corporation pursuant to the laws of Canada, having its head office in Toronto, Ontario.
 - c. "Publisher" means a single person, firm or corporation or group thereof who owns or administers the copyright of a given Repertoire.
 - d. "Publisher Affiliation Agreement" means all terms and conditions contained in **Parts I and II** of this document, as agreed upon between Publisher and CMRRA.
 - e. "Repertoire" means the copyrighted musical works, taken individually or collectively, including music and lyrics, lyrics alone or music alone, of which Publisher is or may become the copyright owner or in respect of which Publisher is or may become authorized to administer the reproduction right in Canada.
 - f. "Term" means the period commencing upon the execution hereof and terminating by Publisher or CMRRA in accordance with the terms of the Publisher Affiliation Agreement as set out herein.
 - g. "Work" means a copyrighted musical work in the Repertoire.
2. **Engagement of CMRRA:** Publisher hereby engages CMRRA as its non-exclusive licensing agent during the Term to provide the services set out herein, and such other services as Publisher may specifically instruct CMRRA to undertake from time to time during the Term. Notwithstanding this section, certain services provided by CMRRA to Publisher as outlined in **Schedules 'A' through 'E'** herein require Publisher to engage CMRRA as the exclusive agent for those services, as set out therein.
3. **Royalty Collection:** Publisher authorizes CMRRA, as its agent, to collect all monies due for the use of the Repertoire by licensees of CMRRA.
4. **Verification and Settlement of Monies Due:** CMRRA shall have the right to verify monies due to Publisher by examination of the books and records of licensees of CMRRA and, in the absence of instructions in writing from Publisher to the contrary, to enter into settlement agreements with such licensees on Publisher's behalf.
5. **Payment of Royalties:** CMRRA shall account for and pay all monies received by it on Publisher's behalf from all sources, less its Administrative Fee as defined below and without payment of any interest thereon. CMRRA shall make such payments via electronic funds transfer as soon as possible after receipt thereof from its licensees in accordance with service standards and subject to such cost recoveries as may be set and approved from time to time by CMRRA's Board of Directors.
6. **Legal and Other Action:** CMRRA may take such steps or undertake such legal actions which, in its sole judgement, may be necessary or advisable to enforce the terms of license agreements issued by CMRRA (including the withholding or termination of licenses, litigation, negotiation, settlement or abandonment of claims, disputes and other matters relating hereto), for the purpose of collecting monies that may be due to Publisher and to generally protect and enforce Publisher's rights in Canada.
 - a. In no event will any legal action be commenced by CMRRA in Publisher's name without Publisher's express written consent. Publisher hereby appoints CMRRA as its agent for the purpose of filing and obtaining registrations of any Work with the Canadian Intellectual Property Office or any successor body thereto. All



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- b. costs of such legal and other action, including counsel fees, will be borne by CMRRA unless Publisher specifically agrees to do so in advance of the commencement of such action.
7. **Third Party Claims:** Where CMRRA receives a notice of a claim by a third party to any Work or to entitlement to monies received by CMRRA on Publisher's behalf, CMRRA shall provide Publisher with written notice of the details of such claim and shall retain the disputed monies until the status of the third party claim has been resolved as between Publisher and the third party claimant. Upon the resolution of such claim, CMRRA shall pay out such monies in accordance with the terms of such resolution.
 8. **Limitation of Liability:** Publisher agrees not to hold CMRRA responsible for any indirect, special, incidental, consequential or other damages whatsoever and howsoever caused, whether in an action of contract, warranty, negligence or other tortious action, even if CMRRA has been informed of the possibility thereof, arising out of or in connection with this Agreement or dealings between Publisher and CMRRA including those conducted through CMRRA Direct. CMRRA's total liability under this Agreement shall be limited to commissions received by CMRRA pursuant to the Publisher Affiliation Agreement. Any protection granted to CMRRA shall also apply to CMRRA employees, officers, directors, partners, agents and contractors and CMRRA may hold the benefit of such protection in trust for those parties.
 9. **Indemnification:** Publisher agrees to indemnify CMRRA in the event that CMRRA suffers any damages or losses due to Publisher's negligence, fraud, unauthorized act or breach of the Publisher Affiliation Agreement.
 10. **Jurisdiction:** The laws of the Province of Ontario and the laws of Canada applicable herein shall govern as to the interpretation, validity and effect of the Publisher Affiliation Agreement notwithstanding any conflict of laws provisions or Publisher's domicile, residence or physical location. CMRRA and Publisher hereby consent and submit to the non-exclusive jurisdiction of the courts of the Province of Ontario or, where applicable, the Federal Court of Canada, in any action or proceeding related to or arising out of this Agreement.
 11. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher herein, CMRRA shall be entitled to retain a commission from monies received by CMRRA on Publisher's behalf for each affiliation as set out in each Schedule, attached hereto as **Schedules 'A' through 'E'**. The amount of such commissions may be changed from time to time by CMRRA's Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days' written notice of any such change.
 12. **Repertoire Information:** Publisher represents and warrants that it: (a) 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, accurate, timely and up-to-date information concerning its entitlement to royalties including, but not limited to, contact information, tax identification, and Repertoire information. CMRRA shall not be responsible for any loss or damage that may be caused by Publisher's failure to comply with this provision. Absent specific notification, CMRRA assumes Publisher has the right to administer and/or assign the specific affiliations and/or services outlined in **Schedules 'A' through 'E'** as outlined in the Affiliation Selection Checklist (as of the earliest of the Signature Date or Assignment Date as applicable) and shall act accordingly. Without restricting the generality of the foregoing, Publisher undertakes to provide CMRRA with timely notice of any change to the Repertoire with respect to Canada during the Term hereof.
 13. **Termination:** Either party may terminate the Publisher Affiliation Agreement on the provision of written notice to the other, in which case the effective date of termination shall be the last day of two full calendar quarters following the date of receipt such notice. Any licenses issued by CMRRA on Publisher's behalf pursuant to the Publisher Affiliation Agreement shall not be affected by such termination but shall continue in full force and effect until the licences' individual termination dates. Notwithstanding this section, certain services provided by CMRRA to Publisher as outlined in **Schedules 'A' through 'E'** are subject to specific termination terms and conditions, as set out in such Schedules. CMRRA shall be entitled to terminate the Agreement without notice or liability if Publisher is in breach of any of the representations and warranties given in Section 12, entitling CMRRA to recover royalties paid hereunder and Publisher shall not make claim for, or be entitled to recover, any sum or sums due or paid under this Agreement. This remedy, if effected, shall not constitute the sole remedy afforded to CMRRA for the violation or breach of said representations and/or warranties, nor shall it constitute a waiver of CMRRA's right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.
 14. **Superseding Terms:** The terms and conditions contained in **Part II, Schedules 'A' through 'E'**, supersede the General Terms and Conditions contained herein.



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15. **Affiliations:** In order for the terms and conditions contained in each Schedule of **Part II** to be in force and of effect, Publisher must indicate such intent as per **Part I** of this Agreement, by initialling and dating each affiliation for which Publisher is contracting with CMRRA. CMRRA shall only act on behalf of Publisher for those Affiliations so initialled and dated.
16. **Entire Agreement:** This Agreement and the Schedules, Affiliation Selection Checklist and Forms attached hereto constitute the entire agreement between CMRRA and Publisher, and neither party hereto is bound by any representation or inducement not set forth herein.
17. **Amendment:** This agreement may only be amended by a written document signed by each of the parties.
18. **Severability:** The invalidity or unenforceability of any particular term of this agreement will not affect or limit the validity or enforceability of the remaining terms.
19. **Waiver:** No waiver of satisfaction of a condition or non-performance of an obligation under this agreement is effective unless it is in writing and signed by the party granting the waiver or that party's authorized representative, nor will any such waiver extend to any subsequent non-satisfaction of a condition or non-performance of an obligation under this agreement, whether or not of the same or similar nature to that which was waived, or affect the exercise of any other rights or remedies under this agreement. No failure or delay in exercising any right or remedy will constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will affect further exercise of that or any other right or remedy.
20. **Further Assurances:** Upon receipt of written notice from CMRRA, Publisher will sign or cause to be signed all further documents, do or cause to be done all further acts, and provide or cause to be provided all reasonable assurances as may be reasonably necessary or desirable from time to time to give effect to this agreement or any licenses issued by CMRRA on Publisher's behalf pursuant to the Publisher Affiliation Agreement.
21. **Assignment:** Publisher may not assign this agreement, or its rights and obligations under it, without the prior written consent of CMRRA. CMRRA may assign this agreement, or its rights and obligations under it, in connection with the sale of all or substantially all of its business, but only if the assignee agrees in writing to be bound by all obligations of CMRRA under this agreement.



Schedule 'A': Mechanicals

Terms & Conditions – Mechanicals

1. The Terms and Conditions in this Schedule 'A' form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. **Definitions:** In this Agreement, the following terms have the meanings set out below:
 - a. "Mechanical License" means a non-exclusive license to reproduce a Work on a contrivance by means of which a musical work may be mechanically reproduced, including but not limited to compact discs and vinyl LPs.
 - b. "MLA" means the Mechanical Licensing Agreement between CMRRA and record labels in Canada as may be in force during the Term hereof.
3. **Engagement of CMRRA:** Publisher hereby instructs CMRRA, for the Term of the Publisher Affiliation Agreement, and for the purposes set out herein, to grant Mechanical Licenses to persons, firms or companies doing business in Canada on terms which are current for the music industry in Canada as may be approved from time to time by the Canadian Publishers Committee (CPC), including but not limited to the terms of the MLA. Publisher may, upon prior written notice to CMRRA, instruct CMRRA to refrain from issuing Mechanical Licenses to any such person, firm or company where Publisher wishes to grant such license directly thereto.
4. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in regards to Mechanical Licenses, CMRRA shall be entitled to retain a commission of ten percent (10%) from monies received by CMRRA on Publisher's behalf. The amount of such commission may be changed from time to time by CMRRA's Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days' written notice of any such change.
5. **CMRRA Direct:** Publisher hereby agrees to register with CMRRA for CMRRA Direct, in accordance with the CMRRA Direct Terms of Use.



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Schedule 'B': Digital Music Services

Terms & Conditions – Digital Music Services

1. The Terms and Conditions in this Schedule 'B' form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. **Definitions:** In this Agreement, the following terms have the meanings set out below:
 - a. "Digital Device" means any computer, portable device, or other digital device or medium now known or later devised that is capable of use for the recording, storage, playback, or performance of Downloads, Streams, or Webcasts;
 - b. "Digital Service Provider" means a person that operates a service that makes available and transmits Downloads, Streams, Webcasts, or any of them;
 - c. "Digital Reproduction Licence" means a licence granted by CMRRA on Publisher's behalf to a Digital Service Provider on terms that are established or approved from time to time by the Canadian Publishers Committee (CPC), the Copyright Board of Canada, or both, to reproduce, in Canada, Musical Works in the Repertoire for the purpose of making available and transmitting Downloads, Streams, Webcasts, or any of them, that originate from a source in Canada or are transmitted or made available for transmission to an end user's Digital Device in Canada, and to authorize an end user of the Digital Service Provider to reproduce Musical Works so transmitted on the end user's Digital Device in Canada;
 - d. "Download" means a digital transmission of a Musical Work that results in the creation of a durable copy of the Musical Work on an end user's Digital Device that is available for listening other than at substantially the same time as the transmission occurs, including a Permanent Download and a Limited Download;
 - e. "Limited Download" means a Download where the copy made on the end user's Digital Device is available to the end user for listening for a limited time or a limited number of times, with or without an active connection to the Internet or other digital network, including a Download that is intended to be used to simulate offline listening to a Stream;
 - f. "Musical Work" means any work of music or musical composition, whether published or unpublished, and including music and lyrics, music alone, or lyrics alone;
 - g. "Permanent Download" means a Download where the copy made on the end user's Digital Device is available to the end user for listening at any time, with or without an active connection to the Internet or other digital network;
 - h. "Stream" means a digital transmission of a Musical Work that is available for listening at substantially the same time as the transmission occurs;
 - i. "Webcast" means a digital transmission of continuous streaming of audio-only programming that: (i) consists in whole or in part of Musical Works; (ii) may be themed by genre or otherwise; and (iii) does not permit the user to choose any specific Musical Work to be transmitted at any particular time or in any particular sequence.
3. **Engagement of CMRRA:** Publisher authorizes CMRRA, for the Term of the Publisher Affiliation Agreement, and for the purposes set out in this Schedule "B",
 - a. to act as Publisher's non-exclusive agent to issue Digital Reproduction Licences to Digital Service Providers for the purpose of making available and transmitting Permanent Downloads; and



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- b. to act as Publisher's exclusive agent to issue Digital Reproduction Licences to Digital Service Providers for the purpose of making available and transmitting Limited Downloads, Streams, and Webcasts.

Publisher acknowledges and agrees that, where CMRRA enters into a Digital Reproduction Licence in relation to Musical Works owned or controlled by more than one publisher, some or all of the terms of that Digital Reproduction Licence may be confidential and disclosure of those terms to Publisher may be prohibited.

4. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in relation to the uses contemplated by this Schedule "B", CMRRA shall be entitled to retain a commission of seven percent (7%) of any and all monies received by CMRRA on Publisher's behalf in relation to those uses. The amount of such commission may be changed from time to time with no less than ninety (90) days' written notice of any such change.
5. **Termination by Publisher:** Notwithstanding **Part II, section 13** of the Publisher Affiliation Agreement, Publisher may terminate the authorization granted to CMRRA under this Schedule "B", with respect to any catalogue of works in the Repertoire, at any time upon six months' written notice to CMRRA. The effective date of termination shall be the last day of two full calendar quarters following the date of the receipt of the notice of termination. Any Digital Reproduction Licence issued by CMRRA prior to the termination of this authorization will not be affected by that termination and will continue in full force and effect and remain binding on Publisher until that Digital Reproduction Licence expires or is terminated in accordance with its terms. For greater certainty, the Publisher Agreement (including this Schedule "B") will continue in full force and effect, after the termination of this authorization, in relation to any Digital Reproduction Rights Licences still in effect as of the termination date and any amounts payable by CMRRA to Publisher in relation thereto.
6. **Termination by CMRRA:** CMRRA may terminate this agreement if it elects to entirely cease carrying on business with respect to the issuance of Digital Reproduction Licences, but in no case shall CMRRA give Publisher less than six months' notice of such termination.



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Schedule 'C': Broadcast Mechanical

Terms & Conditions – Broadcast Mechanical

1. The Terms and Conditions in this Schedule 'C' form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. **Definitions:** In this Agreement, the following terms have the meanings set out below:
 - a. "Audio Broadcasting Undertaking" means a commercial radio station, non-commercial radio station, public radio broadcaster, satellite radio service, pay audio service and/or background music service.
3. **Engagement of CMRRA:** Publisher hereby assigns to CMRRA, for the Term of the Publisher Affiliation Agreement, and for the purposes set out herein, the exclusive right to authorize Audio Broadcasting Undertakings in Canada to fix or reproduce any and all musical works presently included in those catalogues which Publisher has engaged CMRRA to represent for the purposes of mechanical licensing, as well as any new works that may be added to such catalogues during the Term hereof and any further catalogues and musical works contained therein which Publisher engages CMRRA to represent for the purposes of mechanical licensing during the Term hereof. Notwithstanding **Part II, section 2** of the Publisher Affiliation Agreement, the assignment of rights outlined in this Schedule 'C' is exclusive.
4. **Limitations:** Publisher's assignment of such right to CMRRA in this Schedule "C" is limited to the right to authorize reproductions of such musical works by such Audio Broadcasting Undertakings in the ordinary course of their broadcasting activities and the right to authorize audio reproductions of such musical works by such broadcasting undertakings on an open-ended, blanket basis for use in their broadcasts but does not include the right to authorize such broadcasting undertakings to reproduce such musical works in commercials produced by or on behalf of broadcasting undertakings.
5. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in regards to Broadcast Mechanical royalties, CMRRA shall be entitled to retain a commission of eight percent (8%) from monies received by CMRRA on Publisher's behalf. The amount of such commission may be changed from time to time by CMRRA's Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days' written notice of any such change.
6. **Termination:** Notwithstanding **Part II, section 13** of the Publisher Affiliation Agreement, Publisher may terminate this agreement at any time upon provision of a minimum of six (6) months' written notice to CMRRA at the above address. The effective date of termination shall be the last day of two (2) full calendar quarters following the date of receipt of the notice of termination. CMRRA may terminate this agreement if it elects to entirely cease carrying on business with respect to the collection of royalties for Audio Broadcasting Undertakings in Canada but in no case shall CMRRA give Publisher less than twelve (12) months' notice of such termination.



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Schedule 'D': Private Copying Levy

Terms & Conditions – Private Copying Levy

WHEREAS the *Copyright Act* of Canada ("Act") has been amended by the addition of Part VIII to create a levy on the sale of blank audio recording media by copyright collectives,

AND WHEREAS CMRRA qualifies as a collective society for the purposes of the Act and the above-enumerated sections thereof,

AND WHEREAS CMRRA has filed a series of Tariffs with the Copyright Board of Canada ("Board") setting rates for the said levy and has joined together with other collectives to form the Canadian Private Copying Collective ("CPCC") and the Board has certified the Tariffs of CMRRA and CPCC,

AND WHEREAS Publisher wishes to engage CMRRA to collect said levy on its behalf,

NOW, THEREFORE, Publisher and CMRRA agree as follows:

1. The Terms and Conditions in this Schedule 'D' form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together form a single executed document.
2. **Assignment to CMRRA:** Publisher hereby assigns to CMRRA, for the Term of the Publisher Affiliation Agreement, and for the purposes set out herein, **all** rights of remuneration for private copying for the Term hereof with respect to any and all musical works presently included in those catalogues which Publisher has engaged CMRRA to represent for the purposes of mechanical licensing, as well as any new works that may be added to such catalogues during the term hereof and any further catalogues and musical works contained therein which Publisher engages CMRRA to represent for the purposes of mechanical licensing during the term hereof. Notwithstanding **Part II, section 2** of the Publisher Affiliation Agreement, the assignment of rights outlined in this Schedule 'D' is exclusive.
3. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher in regards to the Private Copying Levy, CMRRA shall be entitled to retain a commission of eight percent (8%) from monies received by CMRRA on Publisher's behalf. The amount of such commission may be changed from time to time by CMRRA's Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days' written notice of any such change.
4. **Termination:** Notwithstanding **Part II, section 13** of the Publisher Affiliation Agreement, Publisher may terminate this Addendum at any time upon provision of a minimum of six (6) months' written notice to CMRRA. The effective date of termination shall be the last day of two (2) full calendar quarters following the date of receipt of the notice of termination. CMRRA may terminate this agreement if it elects to entirely cease carrying on business with respect to the collection of the private copying levy in Canada but in no case shall CMRRA give less than twelve (12) months' notice of such termination.



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Schedule 'E': Audiovisual Post-Synchronization Reproduction

Terms & Conditions –Audiovisual Post-Synchronization Reproduction

1. The Terms and Conditions in this Schedule 'E' form an Appendix to the General Terms and Conditions in Part II of the Publisher Affiliation Agreement, and together with those General Terms and Conditions form a single executed document.
2. **Definitions:** In this Schedule 'E', the following terms have the meanings set out below:
 - a. "Affiliation Selection Checklist" means the *Affiliation Selection Checklist* that forms Part I of the Publisher Affiliation Agreement, as amended by the *Affiliation Selection Checklist – Addendum*, if applicable;
 - b. "Assignment Date" means, in relation to each Elected Purpose, the date on which Publisher assigns to CMRRA the exclusive right to authorize Post-Synchronization Reproduction pursuant to paragraph 3(a) of this Schedule 'E';
 - c. "Audiovisual Content" means any combination of sounds and visual images that are intended to inform, enlighten, or entertain, irrespective of its duration, initial intended use, or manner of distribution;
 - d. "Audiovisual Repertoire" means the Repertoire or such portion thereof as Publisher owns or has the right to administer for the purpose of Post-Synchronization Reproduction;
 - e. "Elected Purpose" means any purpose for which Publisher has authorized CMRRA to grant licenses pursuant to section 3 of this Schedule 'E', as indicated by Publisher on the Affiliation Selection Checklist as amended from time to time;
 - f. "Music Video" means a video clip, short film, or other similar Audiovisual Content of short duration, other than User Generated Content, in which the combination of sounds and visual images that are predominantly intended to feature and represent one or more Works;
 - g. "Post-Synchronization Reproduction" means the reproduction of a Work as embodied in existing Audiovisual Content, by any person or entity, in any material form and by any process now known or hereafter devised, but excludes the right to reproduce that Work (i) in synchronization or timed relation with visual images, with any other musical work, or with any sound recording or performer's performance, other than as expressly authorized herein, or (ii) in any advertisement or other promotional material, whether or not related to the Audiovisual Content in which the Work is embodied, unless Publisher has authorized the initial reproduction of that Work in the advertisement or other promotional material;
 - h. "Program" means any Audiovisual Content other than Music Videos and User-Generated Content;
 - i. "Service" means any service that transmits Audiovisual Content to end users by any means of telecommunication now known or later devised, including via the Internet or other similar computer network;
 - j. "Simulcast" means, in relation to a broadcast signal transmitted by a Service through Traditional Broadcasting, the simultaneous, unaltered, real-time streaming of that broadcast signal by the same Service via the Internet or other similar computer network;
 - k. "Stream" means an electronic digital transmission of a musical work, which transmission is designed so as not to result in the creation of a copy of the musical work on a user's local storage device (including but not limited to the hard disk of the user's computer, whether in RAM, read-only memory, or otherwise, and any recordable medium, whether or not embedded in a portable device), which copy could be available for listening other than at substantially the same time as the original transmission, and includes, for greater certainty: (i) a stream of one or more musical works selected by the user, which stream may be listened to at a time chosen by the user; (ii) a stream of a series of musical works selected by the transmitter of the stream, which stream can be listened to only at a time chosen by the transmitter; and (iii) the streaming of original audio programming,



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which programming: (1) consists in whole or in part of musical works; (2) may be themed by genre or otherwise; and (3) is not subject to advance knowledge of or control by the user as to the sequence or timing of transmission of the musical works included in the program;

- I. "Traditional Broadcasting" means the transmission of Audiovisual Content to end users by means of broadcasting (as that term is defined in section 2 of the *Broadcasting Act*, S.C. 1991, c. 11), excluding any video-on-demand, any dissemination of Audiovisual Content via the Internet for a fee, and any podcasting of Audiovisual Content, but including any Simulcast; and
 - m. "User Generated Content" means any Audiovisual Content that includes one or more musical works and that is created by anyone other than the creator or creators of the underlying musical work(s) or a person authorized by the creator or creators.
3. **Engagement of CMRRA:**
- a. Publisher hereby:
 - i. assigns to CMRRA, for the remainder of the Term of the Publisher Affiliation Agreement, the exclusive right to authorize, in Canada, the Post-Synchronization Reproduction of any and all Works in the Audiovisual Repertoire, for the Elected Purposes, at any time on or after the Assignment Date (including but not limited to the exclusive right to bring legal action and seek any and all available remedies for any unauthorized Post-Synchronization Reproduction, whether or not occurring after the Assignment Date);
 - ii. authorizes CMRRA to act as its exclusive agent for the purpose of granting licenses and taking any other steps that CMRRA, in its discretion, deems necessary or desirable in order to secure royalties or other compensation for Post-Synchronization Reproduction of Works in the Audiovisual Repertoire, for the Elected Purposes, at any time prior to the Assignment Date; and
 - b. with respect to TikTok, assigns CMRRA the exclusive right to authorize all reproduction of Works made prior to the Assignment Date.

Pursuant to the rights and authorizations hereby granted, CMRRA may grant licenses to Services accessible from within Canada, on such terms as may be approved from time to time by the Canadian Publishers Committee (CPC), either by private agreement or pursuant to tariffs filed by CMRRA with the Copyright Board of Canada, and, notwithstanding anything else in the Publisher Affiliation agreement, may name Publisher as a party to any legal action commenced against any third party in relation to Post-Synchronization Reproduction.

- i. Notwithstanding **Part II, section 2** of the Publisher Affiliation Agreement, the rights and authorizations granted by Publisher pursuant to this Schedule 'E' are exclusive. Publisher may elect on the Affiliation Selection Checklist to grant these rights and authorizations to CMRRA for any or all of the following purposes:
 - a. **Online, Video-on-Demand, and Other Non-Traditional Dissemination** – The authorization of Post-Synchronization Reproduction of Works embodied in Programs, but not Music Videos, by Services other than YouTube, other than in the course of Traditional Broadcasting.
 - b. **Music Videos – Online, Video-on-Demand, and Other Non-Traditional Dissemination** – The authorization of Post-Synchronization Reproduction of Works embodied in Music Videos, by Services other than YouTube, other than in the course of Traditional Broadcasting.
 - c. **YouTube** – The authorization of Post-Synchronization Reproduction of Works embodied in any type of Audiovisual Content by YouTube, including, as necessary, the right to authorize the reproduction of the music and lyrics, lyrics alone, or music alone of any Work.



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- d. **Facebook Services** – With respect to the Facebook, Instagram, Messenger, and Oculus platforms (the “Facebook Services”), the authorization of:
- i. Post-Synchronization Reproduction of Works embodied in any type of Audiovisual Content by Facebook (other than Music Videos), including, as necessary, the right to authorise the reproduction of (i) the music and lyrics, (ii) lyrics alone, or (iii) music alone of any Work; and
 - ii. Reproduction of Works by Facebook for the express purpose of providing end users of the service a platform to generate non-commercial User Generated Content.
- d. **TikTok** – The authorization of:
- i. Post-Synchronization Reproduction of Works embodied in any type of Audiovisual Content by TikTok (other than Music Videos); and
 - ii. Reproduction of Works by TikTok for the express purpose of providing end users of the service a platform to generate non-commercial User Generated Content.
4. **Administration Fee:** In consideration of the services provided by CMRRA to Publisher pursuant to this Schedule ‘E, CMRRA shall be entitled to retain a commission equal to eight percent (8%) of any and all monies received by CMRRA in relation to the Post-Synchronization Reproduction of Works in the Audiovisual Repertoire. The amount of such commission may be changed from time to time by CMRRA’s Board of Directors, but CMRRA shall provide Publisher with no less than ninety (90) days’ written notice of any such change.
5. **Termination:** Notwithstanding **Part II, section 13** of the Publisher Affiliation Agreement, Publisher may terminate this agreement at any time, generally or in relation to any one or more Elected Purpose(s), upon provision of a minimum of six (6) months’ written notice to CMRRA at the above address. The effective date of termination shall be the last day of two (2) full calendar quarters following the date of receipt of the notice of termination. However, if one or more CMRRA tariffs have been certified by the Copyright Board in relation to any Elected Purpose, termination will take effect in relation to that Elected Purpose only as of the first day after the end of the term of the longest applicable tariff that is in effect on the date CMRRA receives Publisher’s notice of termination. CMRRA may terminate this agreement, generally or in relation to any one or more Elected Purpose(s), upon six (6) months’ written notice to Publisher, if it elects to cease carrying on business with respect to the collection of royalties for Post-Synchronization Reproduction and/or any Elected Purpose.