



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 SX Works. 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 SX Works by email at registrations@sx-works.com. For assistance, email us at inquiries@sx-works.com.

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. SX Works shall only act on behalf of Publisher for those affiliations so initialled and dated.			
International Digital Collections	INITIAL HERE	SIGNATURE DATE (MM/DD/YYYY)	EFFECTIVCE DATE (MM/DD/YYYY)
Core Territories (Outside of North America) via IMPEL <small>As defined by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'A'</small>			01/01/2021
USA – via MLC <i>(Complete EITHER SECTION A or SECTION B)</i>	INITIAL HERE	SIGNATURE DATE (MM/DD/YYYY)	
SECTION A – FULL SERVICE (MLC Registration, Claiming and Collection) <small>As described by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'B'</small>			
SECTION B – A LA CARTE SERVICES <i>(Select EITHER Option 1 or Option 2)</i>			
A La Carte Services Option 1: MLC Identification of Claims <small>As described by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'B'</small>			
OR			
A La Carte Services Option 2: MLC Identification of Claims + Claiming <small>As described by the Terms and Conditions outlined in the Affiliation Agreement Part II, Schedule 'B'</small>			

Publisher and SX Works 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 "C", in relation to each of the services requested by Publisher in this *Affiliation Selection Checklist*.

 Publisher's Signature

 SX Works, LLC

 Name (Please Print)

Anjula Singh

 Signature Date

 Date

ELECTRONIC FUNDS TRANSFER AUTHORIZATION FORM

PAYEE INFORMATION

Name of Publisher Payee (SX Works Account):

NEW UPDATE

Name Registered on Bank Account:

Street Address (P.O. Boxes are not acceptable):

City: Province/State:

Country: Postal/Zip Code:

Email Address*:

Telephone Number:

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

BANKING INFORMATION

Name of Financial Institution:

NEW UPDATE

Street Address of Financial Institution:

City: Province/State:

Country: Postal/Zip Code:

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: Bank Code/Inst. No.:

Transit/Branch No.:

**FOR ACCOUNTS IN U.S.A. ONLY: ABA Routing No.:

Account Type: Savings Credit (PDC) or Demand Credit (DCC)

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

AUTHORIZATION

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

Print Name: Title:

Signature: _____ Date: _____

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

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 SX Works.
 - 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 the territory as defined in Schedule A through B.
 - f. “SX Works” means SX Works, LLC, a Delaware limited liability corporation with its principal place of business at 733 10th Street NW, 10th Floor, Washington, DC 20001.
 - g. “Term” means the period commencing upon the execution hereof (the “Signature Date”) and terminating by Publisher or SX Works in accordance with the terms of the Publisher Affiliation Agreement as set out herein.
 - h. “Work” means a copyrighted musical work in the Repertoire.
2. **Engagement of SX Works:** Publisher hereby engages SX Works 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 SX Works to undertake from time to time during the Term. Notwithstanding this section, certain services provided by SX Works to Publisher as outlined in **Schedules ‘A’ through ‘B’** herein require Publisher to engage SX Works as the exclusive agent for those services, as set out therein.
3. **Royalty Collection:** Publisher authorizes SX Works, as its agent, to collect all monies due for the use of the Repertoire by licensees of SX Works.
4. **Verification and Settlement of Monies Due:** SX Works shall have the right to verify monies due to Publisher by examination of the books and records of licensees of SX Works 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:** SX Works 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. SX Works 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.
6. **Legal and Other Action:** SX Works 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 SX Works (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 the applicable territory. In no event will any legal action be commenced by SX Works in Publisher’s name without Publisher’s express written consent. All costs of such legal and other action, including counsel fees, will be borne by SX Works unless Publisher specifically agrees to do so in advance of the commencement of such action.
7. **Third Party Claims:** Where SX Works receives a notice of a claim by a third party to any Work or to entitlement to monies received by SX Works on Publisher’s behalf, SX Works 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, SX Works shall pay out such monies in accordance with the terms of such resolution.

8. **No Warranties:** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SX WORKS MAKES NO WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES, TERMS, OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, USAGE OF TRADE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.
9. **Limitation of Liability:** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL SX WORKS, ITS AFFILIATES, SUBCONTRACTORS, OR THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, REPRESENTATIVES, AND AGENTS BE LIABLE FOR ANY INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. TOGETHER, SX WORKS AND ITS AFFILIATE(S)' TOTAL LIABILITY FOR DIRECT DAMAGES, IF ANY, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES ARISING DIRECTLY FROM SX WORKS' MATERIAL BREACH OF THIS AGREEMENT UP TO THE AMOUNT OF FEES PAID OR PAYABLE BY PUBLISHER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT.
10. **Indemnification:** Publisher will indemnify, defend, and hold SX Works and its affiliates, successors and assigns, and each of their respective members, employees, officers, directors, agents, and representatives, harmless from and against any and all damages, liabilities, cost and expenses, including legal expenses and reasonable outside counsel fees, in connection with third-party claims, actions, or proceedings arising out of or relating to (i) royalties or other monies due to songwriters, co-publishers, income participants and any other third parties to whom Publisher is obligated to pay a portion of the income from any of the Works; or (ii) any breach or alleged breach by Publisher of any warranty, representation, or agreement made by it in this Agreement; or (iii) any negligence, fraud or unauthorized act by Publisher. SX Works will cooperate as fully as reasonably required in the defense of any claim. Publisher may not enter into any settlement agreement that affects SX Works' rights or imposes any obligation on SX Works without SX Works' prior written approval. SX Works reserves the right to assume control of the defense of any matter subject to indemnification by Publisher, at Publisher's expense, and Publisher will cooperate as fully as reasonably required in the defense of such matter. Pending the determination of any claim that is subject to indemnification hereunder, SX Works may withhold any sums due to Publisher in an amount reasonably related to such claim.
11. **Governing Law:** *The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the parties under this Agreement will be governed by the laws of the State of New York, without regard to conflicts of law rules. The parties hereto agree that the state and federal courts sitting in the City of New York, New York, will be the proper forums for any legal controversy arising out of or in connection with this Agreement, and the parties hereby irrevocably and unconditionally consent to the exclusive jurisdiction of such courts for such purposes and to venue therein. In addition, the parties hereby waive any right to assert that the City of New York, New York is an inconvenient forum. The parties agree that service of process may be made on them in any manner available under any applicable law or international convention. Anything contained herein to the contrary notwithstanding, the provisions of this Section will not affect the right of any party to serve process by any other method permitted by law.*
12. **Administration Fee:** In consideration of the services provided by SX Works to Publisher herein, SX Works shall be entitled to retain a commission from monies received by SX Works on Publisher's behalf for each affiliation as set out in each Schedule, attached hereto as **Schedules 'A' through 'B'**. The amount of such commissions may be changed from time to time, but SX Works shall provide Publisher with no less than ninety (90) days' written notice of any such change.
13. **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. SX Works 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, SX Works assumes Publisher has the right to administer and/or assign the specific affiliations and/or services outlined in **Schedules 'A' through 'B'** 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 SX Works or CMRRA with timely notice of any change to the Repertoire with respect to the applicable territory during the Term hereof.
14. **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 SX Works 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 licenses' individual termination dates. Notwithstanding this section, certain services provided by SX Works to Publisher as outlined in **Schedules 'A' through 'B'** are subject to specific termination terms and conditions, as set out in such Schedules. SX Works 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 13, entitling SX Works 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 SX Works for the violation or breach of said representations and/or warranties, nor shall it constitute a waiver of SX Works' right to claim damages or refuse payment or to take any other action provided for by law or pursuant to this Agreement.

15. **Superseding Terms:** In the event of any conflict or inconsistency between the General Terms and Conditions contained in this Agreement and the terms and conditions set forth in Part II, Schedules 'A' through 'B', the terms and conditions contained in **Part II, Schedules 'A' through 'B'**, shall take precedence and supersede the General Terms and Conditions contained herein.
16. **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 SX Works. SX Works shall only act on behalf of Publisher for those Affiliations so initialled and dated.
17. **Entire Agreement:** Any and all Schedules and Exhibits annexed hereto together with this basic document shall be taken together to constitute the agreement between the parties.
18. **Amendment:** Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representatives of both parties. Any additional terms and conditions attached to or part of any invoice or similar document related to this Agreement will not be binding on the parties unless executed by duly authorized representatives of both parties.
19. **Severability:** If any provisions of this Agreement are deemed invalid or unenforceable, they will be severed or construed to reflect, as nearly as possible, the original intentions of the parties, and the remaining provisions of this Agreement shall remain in full force and effect.
20. **Waiver:** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the party against whom such waiver is sought. The failure of either party to exercise any right granted herein, or to require the performance by the other party hereto of any provision of this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.
21. **Further Assurances:** Upon receipt of written notice from SX Works, 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 SX Works on Publisher's behalf pursuant to the Publisher Affiliation Agreement.
22. **Subcontracting and Assignment:** SX Works may engage subcontractor(s) to perform its obligations, in whole or in part, hereunder without the prior consent of Publisher, and SX Works will be liable to Publisher for the actions and omissions of any such subcontractor(s). Either party may assign this Agreement to an affiliate or to any person or entity acquiring all or substantially all of its assets or equity interests.
23. **Miscellaneous.**
 - a. **Relationship.** Nothing contained in this Agreement shall constitute a partnership or joint venture or fiduciary relationship between the parties.
 - b. **Notices.** All notices or demands required or permitted to be given or made hereunder by a party will be in writing and, except as otherwise expressly provided herein, will be deemed to have been given (i) if made by personal, courier service, upon actual receipt; (ii) if by email, upon written confirmation of receipt; or (iii) three (3) days after mailing by first class mail, postage prepaid, addressed to the other party at its address designated in the introductory paragraph of this Agreement, or at such other address as such other party has furnished in writing by notice given to the notifying party in accordance with this Section.

- c. No Third-Party Beneficiaries. Except as provided in Section 10, no person or entity is intended to be a third-party beneficiary of this Agreement.
- d. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document. Each of the parties hereto agrees that a photographic, electronic or facsimile copy of the signature evidencing a party's execution of this Agreement shall be effective as an original signature and may be used in lieu of the original for any purpose.

Schedule 'A': International Digital Collections

Terms & Conditions – International Digital Collections

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 with those General Terms and Conditions form a single executed document. Any terms defined in the Publisher Affiliation Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Publisher Affiliation Agreement. For the purposes of this Schedule 'A', "musical work" includes a musical work embodied in a sound recording or in Audiovisual Content (as defined below).
2. **Definitions:** In this Schedule 'A', 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;
 - b. "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;
 - c. "Core Territories" means (i) Switzerland and all states within the European Economic Area including, for the avoidance of doubt, the United Kingdom; (ii) Albania, Andorra, Bosnia, Gibraltar, Kosovo, Macedonia, Moldova, San Marino, Serbia, and Turkey; (iii) Lebanon, Luxembourg, French Polynesia, Monaco, New Caledonia; (iv) Benin, Burkina Faso, Cameroon, Central African Republic, Chad, Congo, Djibouti, Egypt, Gabon, Gambia, Guinea, Ivory Coast, Jordan, Madagascar, Mali, Mauritania, Morocco, Niger, Senegal, Togo, and Gulf countries (Saudi Arabia, Bahrain, United Arab Emirates, Iraq, Iran, Kuwait, Oman, Qatar); (v) Israel, Palestinian Territories, Yemen; (vi) Armenia, Azerbaijan, Belarus, Georgia, Montenegro, Kazakhstan, Kyrgyzstan, Russia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan;
 - d. "Download" means the electronic digital transmission of a musical work, which transmission results in the creation of a copy of the musical work on a user's local storage device or medium (including, but not limited to, the hard drive of the user's computer, whether in random access memory (RAM) or otherwise, and any recordable medium, whether or not embedded in a portable device), regardless of whether such copy is available for listening at any time or is only available for listening for a limited time or for a limited number of times;
 - e. "International Digital Licenses" - Licenses granted by SX Works on Publisher's behalf, and/or by International Societies on SX Works' behalf, authorizing (i) the Reproduction of Works for the purpose of any type of Download or Stream that either originates from a source in the Territories or is transmitted to a computer (which for purposes of this Schedule 'A' includes, but is not limited to, all types of recording media, storage media, and receiving devices now known or hereafter devised, including portable devices) in the Territories, including, as necessary, the right to authorize the reproduction of the music and lyrics, lyrics alone, or music alone of any Work; and/or (ii) the Post-Synchronization Reproduction of Works embodied in any type of Audiovisual Content, including, as necessary, the right to authorize the reproduction of the music and lyrics, lyrics alone, or music alone of any Work;
 - f. [Intentionally omitted];
 - g. "International Societies" means those collective societies and/or licensing entities outside of USA and Canada;
 - h. "Post-Synchronization Reproduction" means the Reproduction of a musical 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 expressly excludes the rights to reproduce any 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;
 - i. "Reproduction" means the fixation of a musical work by any analog, digital, or other process now or hereafter devised, on any recording medium or device in any format or material form now known or hereafter devised including, but not limited to, the RAM or hard disk of a computer and/or the RAM or hard disk of a computer (including a server) at a remote location;

- j. "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, 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; and
 - k. "Territories" means any territory for which Publisher has authorized SX Works to grant International Digital Licenses pursuant to section 3 of this Schedule 'A', as indicated by Publisher (1) on the Affiliation Selection Checklist, as may be amended from time to time, or (2) in writing in such form as SX Works may require in its sole discretion.
3. **Engagement of SX Works:**
- (a) Publisher hereby authorizes SX Works to:
 - (i) act as its exclusive agent to grant International Digital Licenses for the purposes of Reproduction and/or Post-Synchronization Reproduction during the Term of the Publisher Affiliation Agreement, including to register the Works with International Societies; and
 - (ii) grant, and to authorize International Societies operating on SX Works' behalf to grant, International Digital Licenses for the purposes of Reproduction and/or Post-Synchronization Reproduction, by private agreement and on terms which are current for the music industry.
 - (b) Notwithstanding Part II, section 2 of the Publisher Affiliation Agreement, the rights and authorizations granted by Publisher pursuant to this Schedule 'A' are exclusive.
 - (c) Notwithstanding the termination provision contained in section 6 herein, Publisher acknowledges and agrees that the rights granted with respect to any musical works affiliated under this Schedule 'A' shall (i) be granted for the duration of the term of any International Digital Licences, and (ii) shall survive any sale or transfer of those musical works throughout the duration of the relevant term of such International Digital Licences.
 - (d) SX Works makes no representations or warranties that it will grant International Digital Licenses for any or all of the purposes contemplated in this Schedule 'A'. SX Works expressly disclaims all liability, and in no event shall SX Works, its affiliates, and its subcontractors be liable to Publisher or any of its affiliates, for any and all loss of income, loss of revenue, loss of opportunity, or any similar damages arising as a consequence or result, directly or indirectly, of Publisher's engagement of SX Works under this Schedule 'A'.
4. **Publisher Representation and Warranty:** Publisher represents and warrants that it controls the repertoire registered with SX Works (or CMRAA on behalf of SX Works) for all Territories selected on the Affiliation Selection Checklist. Publisher shall promptly advise CMRAA and/or SX Works in writing if Publisher ceases to control any works in the selected Territories.
5. **Administration Fee:** In consideration of the services provided by SX Works to Publisher in regards to International Digital Licenses, SX Works shall be entitled to retain a commission of five percent (5%) from the net monies received by SX Works on Publisher's behalf. The amount of such commission may be changed from time to time by SX Works, but SX Works shall provide Publisher with no less than ninety (90) days' written notice of any such change.
6. **Termination by Publisher:** Notwithstanding **Part II, section 14** 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 SX Works. 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 International Digital Licenses have been issued in the Territories, termination may take effect in relation to those International Digital Licenses only as of the first day after the end of the term of such International Digital Licenses.

7. **Termination by SX Works:** SX Works may terminate this agreement (in whole or with respect to any of the Territories) if it elects to entirely cease carrying on business with respect to International Digital Licenses (in whole or with respect to any of the Territories), but in no case shall SX Works give Publisher less than six (6) months' notice of such termination.
8. **IPI Number:** Publisher shall provide Publisher's IPI Number (if known) to SX Works in the Client Information Form in Part I of the Publisher Affiliation Agreement. Where no IPI number is provided, SX Works will obtain an IPI Number on Publisher's behalf from the Cooperative Society of Music Authors and Publishers (SUISA). In such case, "Publishing Designee" will be added to the Publisher's name for administration purposes.

Schedule 'B': USA - MLC Registration and Claiming

Terms & Conditions – MLC Registration and Claiming

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 with those General Terms and Conditions form a single executed document. Any terms defined in the Publisher Affiliation Agreement and not otherwise defined herein shall have the meanings ascribed to them in the Publisher Affiliation Agreement.
2. **Additional Collection Period.** SX Works will have the sole and exclusive right for twenty-four (24) months following the expiration or termination of the Term to receive and collect all revenue and Recovered Revenue (as defined below) earned during the Term (the "**Additional Collection Period**").
3. **Elected Services.** Solely in relation to the Mechanical Licensing Collective (the "**MLC**"), SX Works offers the services set forth on Exhibit A in the United States, and its territories and possessions (collectively, the "**Territory**").

Publisher hereby elects the following services by initialling and dating all applicable boxes in the Affiliation Selection Checklist that forms Part I of the Publisher Affiliation Agreement (collectively, those elected services referred to as the "**Services**"):

- Full Service: MLC Registration, Claiming, and Collection
- A La Carte Services Option 1: MLC Identification of Claims (No Registration or Claiming)
- A La Carte Services Option 2: MLC Identification of Claims and Claiming (No Registration)

During the Term, SX Works will be the sole and exclusive provider to Publisher of the Services throughout the Territory with respect to the Publisher's Repertoire as provided to SX Works or to CMRRA on behalf of SX Works. Repertoire may be amended from time-to-time to add additional Works (including by email from Publisher to SX Works or to CMRRA on behalf of SX Works). For the avoidance of doubt, the services offered by SX Works do not include all of the day-to-day administration services that are normally provided by a music publishing administrator ("**Normal Administration**"). Furthermore, certain of those services go beyond Normal Administration by looking deeper into what has and has not been paid in order to identify, claim, and collect additional, extraordinary, funds from the MLC (such services, the "**A La Carte Services**" and such funds, the "**Recovered Revenue**"). "Recovered Revenue" includes revenue, income and sums derived from the exploitation of Publisher's interest in the Repertoire (including any advance payments, guarantee payments or minimum royalty payments) which are actually discovered by and/or received by SX Works (or, where applicable, Publisher) as a direct result of SX Works' performance of the A La Carte Services pursuant to this Schedule B, including without limitation: (i) payment of un-reported (i.e. new royalty streams) or under-reported income derived as a resolution of Publisher's claims to the MLC as brought by SX Works or as a result of SX Works' performance of the A La Carte Services.

4. **SX Works Rights.** Solely in connection with, and as reasonably necessary for, SX Works' performance of the Services, SX Works is hereby appointed as Publisher's agent and is granted all rights reasonably necessary or desirable for its performance of the Services, including without limitation, to collect all revenue and Recovered Revenue earned with respect to the Works, including, without limitation, and solely to the extent encompassed by the Services, (i) the so-called "publisher's share" of all unpaid royalties payable to Publisher with respect to the Repertoire.
5. **Power of Attorney.** Publisher hereby constitutes and appoints SX Works, during the Term and the Additional Collection Period, Publisher's true and lawful agent and attorney in fact (with full power of substitution and delegation), solely to make, execute and deliver any and all documents, instruments and writings, in SX Works' and/or Publisher's name and to take any other action in SX Works' and/or Publisher's name which in the reasonable judgment and discretion of SX Works is necessary or desirable to perform the Services and, for the avoidance of doubt, to collect both revenue and Recovered Revenue from the MLC, including without limitation the following: (i) to collect royalties, monies, payments and all other compensation and/or advances with respect to the Works throughout the Territory heretofore accrued and unpaid and hereafter accruing during the Term and Additional Collection Period, and to receive all accounting and royalty statements in connection with the foregoing, and to execute and deliver receipts for any and all such collections if necessary to do so; (ii) to endorse all checks and drafts received by SX Works with respect to the Works, and to deposit all such checks, drafts and other receipts in the account of SX Works; (iii) to collect all monies and payments arising from or in connection

with claims for relief or judgments of any kind or nature with respect to the Works, or settlement agreements of any kind or nature executed by Publisher with respect to the Works, and to execute and deliver receipts for the same, and to endorse and deposit checks and drafts and all other receipts in connection with the foregoing in the said account of SX Works; and (iv) to execute any and all other or additional documents, instruments or other writings that SX Works reasonably deems necessary or desirable to carry out any of the foregoing acts, in the name of and for the benefit of Publisher and/or SX Works. The powers herein granted to SX Works are coupled with an interest and, during the Term and the Additional Collection Period, are irrevocable.

6. **Reserved Rights.** All rights not granted to SX Works in this agreement (or reasonably necessary or desirable for the exploitation of such rights) are reserved to Publisher. For the avoidance of doubt, the Services do not include Normal Administration, and Normal Administration rights are reserved to Publisher.

7. **Payment for Services**

- a. Solely in connection with the performance of the Services, SX Works shall collect all revenues on behalf of Publisher, and retain a USD equivalent fee or fees ("**MLC Services Fee(s)**") equal to the applicable percentage(s) of revenue or Recovered Revenue set forth in Exhibit A. In no event shall the MLC Services Fee(s) exceed fifteen percent (15%) of Publisher's USD equivalent revenue collected as a result of the Services.
- b. After deducting (i) the MLC Services Fee(s), and any other legal withholdings required by United States law (i.e. taxes, etc.), SX Works will remit to Publisher, in USD, on a quarterly basis, the remaining balance of the revenue or Recovered Revenue actually received by SX Works in the United States from performance of the Services. SX Works will remit such payment (to the extent Recovered Revenue has accrued above the threshold described below), and a report setting forth the quarter's Recovered Revenue actually received by SX Works (whether or not SX Works makes a payment to Publisher), to Publisher forty-five (45) days after SX Works receives its last payment from the MLC in the applicable quarter. If the Recovered Revenue due to Publisher for a particular quarter is Twenty-Five Dollars (\$25 USD) or less, then SX Works may hold that amount in Publisher's account until a statement shows Recovered Revenue of Twenty-Five Dollars (\$25 USD) or more payable to Publisher (or, if later, until the final statement after the Term and Additional Collection Period end).
- c. Publisher will be solely responsible for payment of any and all royalties or other monies due to songwriters, co-publishers, income participants and any other third parties to whom Publisher is obligated to pay a portion of the income from any of the Works. Publisher shall also be solely responsible for any and all obligations related to taxation of such monies, including, but not limited to, any withholding requirements.

8. **Representations and Warranties**

- a. Publisher hereby represents and warrants that: (i) Publisher has, and will have at all times during the Term and the Additional Collection Period, the sole right to collect all revenue and Recovered Revenue for the Works throughout the Territory; (ii) Publisher has the right, authority, and capacity to enter into this agreement and to grant to SX Works all of the rights granted herein; (iii) the performance by SX Works of the Services with respect to the Repertoire will not violate or infringe any rights of any person or entity; (iv) there are no other agreements or commitments relating to the Repertoire (and none will be entered into) that will in any way diminish or impair SX Works' right and ability to perform the Services and collect all revenue and Recovered Revenue hereunder; and (v) to the best of Publisher's knowledge, all information provided for and on behalf of Publisher to SX Works with respect to the Repertoire, and Publisher's interest therein, is true, complete and accurate.

9. **Termination.** Notwithstanding **Part II, section 14** of the Publisher Affiliation Agreement, upon termination or expiration of this agreement for any reason, SX Works' right to receive and collect both revenue and Recovered Revenue from the MLC earned during the Term will continue for the Additional Collection Period.

10. **Survival.** Provisions relating to the Additional Collection Period shall survive the termination or expiration of this agreement according to their terms.

EXHIBIT A
MLC REGISTRATION AND CLAIMING SERVICES

	Description:	MLC Service Fee:
FULL SERVICE (MLC Registration, Claiming and Collection)	SX Works shall register Works with the MLC and collect online mechanical royalties directly from the MLC on behalf of Publisher as of or prior to the Effective Date, conditional upon Publisher facilitating, and SX Works obtaining, access to the MLC portal. SX Works shall forward to Publisher any royalty statements provided by the MLC. PLUS + A La Carte Services Option 2 Below	5% of all Publisher's revenue from the MLC

A LA CARTE SERVICES:	Description:	MLC Service Fee:
A La Carte Services Option 1: MLC Identification of Claims (No Registration or Claiming)	<u>Current Unmatched MLC Works:</u> (a) SX Works shall analyze the publicly available MLC data on unmatched and/or unclaimed musical works for usage beginning January 1, 2021, and prospectively following that date (the " Current Unmatched "), and SX Works shall link the Current Unmatched to the Works. SX Works shall provide results of this exercise within sixty (60) days of the Effective Date. (b) On a quarterly basis thereafter, SX Works shall perform this same exercise for usage periods after those analyzed in the initial exercise through the end of the Term or Renewal Terms, as applicable. Results shall be delivered to Publisher within sixty (60) days after the end of such quarter. <u>Historical Unmatched MLC Works:</u> (a) After the MLC's release to the public of historical data for unmatched and/or unclaimed musical works for usage prior to January 1, 2021 (the " Historical Unmatched "), SX Works shall analyze the Historical Unmatched and link it to the Works. SX Works shall provide the results of this exercise within sixty (60) days after MLC's public release of the Historical Unmatched. (b) This is a one-time exercise. However, if the Historical Unmatched is released in increments on an ongoing basis, the exercise shall be performed on an ongoing basis until the MLC distributes accrued royalties pursuant to 17 U.S.C. § 115(d)(3)(J)(i).	10% of Recovered Revenue
A La Carte Services Option 2: MLC Identification of Claims + Claiming (No Registration)	<u>In addition to MLC Identification of Claims from Option 1 above,</u> on behalf of Publisher, SX Works shall make claims directly with the MLC for Works that are unmatched and/or unclaimed according to the MLC, conditional upon Publisher facilitating, and SX Works obtaining, access to the MLC Portal and any other portal or platform for unmatched and/or unclaimed musical works.	15% of Recovered Revenue

In no event will Publisher's fees to SX Works exceed fifteen percent (15%) of all Publisher's revenue collected for the provision of Services.

Schedule 'C'

International Data Processing and Protection Schedule

This International Data Processing and Protection Schedule ("**Schedule**") sets forth certain requirements with respect to Personal Data originating from the European Union ("**EU**"), Switzerland, and the UK. This Schedule shall be deemed part of the Agreement. In the event of any conflict between the provisions of this Schedule and the provisions of the Agreement, the provisions of this Schedule will apply. Unless otherwise defined in this Schedule, all capitalized terms used in this Schedule shall have the meanings ascribed to them in the Agreement.

1. DEFINITIONS

For the purposes of this Schedule unless the context requires otherwise, the following terms shall have the meanings ascribed to them below:

(a) "**Applicable Data Protection Law**" means (i) Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC ("**GDPR**"), (ii) local Member State data protection law made under or pursuant to the GDPR, and (iii) the UK's Data Protection Act 1998 ("**UK Data Protection Law**"); each as updated, amended or replaced from time to time.

(b) "**Controller,**" "**Processor,**" "**Data Subject,**" "**Personal Data,**" "**Personal Data Breach,**" "**Processing**" (and "**Process**") and "**Supervisory Authority**" shall have the meanings given to those terms in Applicable Data Protection Law.

(c) "**Inquiry**" means any request, correspondence, inquiry or complaint received from a Data Subject, Supervisory Authority, regulator or other third party in connection with the Processing of Personal Data.

(d) "**Member State**" means a Member State of the EU and, for the avoidance of doubt and for the purposes of this Schedule, the United Kingdom ("**UK**") and Switzerland;

(e) "**Standard Contractual Clauses**" or "**SCCs**" means the European Commission's Standard Contractual Clauses for the transfer of personal data from the European Union to controllers established in third countries (controller-to-controller transfers, Module 1) as set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, available at <https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021D0914&from=EN>.

2. DATA PROTECTION OBLIGATIONS

(a) **Relationship of the Parties.** Publisher and SX Works have entered into an Agreement, pursuant to which one party may send the other the Personal Data of a performer, an author (e.g. songwriter), music publisher, heir, or other natural person ("**Performer Data**") for the purpose of facilitating royalty payments to such performer, author (e.g. songwriter), music publisher, heir, or other natural person pursuant to the Agreement and/or for the purpose of fulfilling the party's legal, contractual, and regulatory obligations ("**Permitted Purpose**"). Publisher and SX Works acknowledge and agree that when one party sends Performer Data to the other party, the party sending the data is the Controller of that Performer Data and the party receiving that data is an independent Controller of that Performer Data. Each party shall comply with the obligations that apply to it as a Controller under Applicable Data Protection Law and under this Schedule. This Schedule shall constitute a data processing agreement for the purposes of Applicable Data Protection Law.

(b) **Permitted Processing.** The subject-matter and duration of the Processing, the nature and purpose of Processing, and the type of Personal Data and categories of Data Subjects shall be as set forth in Section 2(a) and in the Agreement; provided, however, that solely to the extent any of the foregoing is not fully set forth in the Agreement, the following shall apply: (1) the subject-matter of the Processing shall be Performer Data; (2) the duration of the Processing shall be the duration of the Agreement, unless otherwise agreed upon in writing; (3) the nature and purpose of the Processing shall be for the Permitted Purpose; and (4) the categories of Data Subjects shall be performers, authors (e.g. songwriters), music publishers, heirs, or other natural persons, and the types of Personal Data shall include but not be limited to name, nationality, details regarding the musical recording, metadata, and other Personal Data, as further specified in the Agreement. Publisher represents and warrants that it has all rights, consents, and authorizations necessary to send its Performer Data to SX Works and for SX Works to Process such Performer Data for the Permitted Purpose. To the extent required under Applicable Data Protection Law, each party shall provide reasonable and timely assistance to the other party, as applicable, to enable that party to (1) respond to a request from an individual to exercise his/her rights under Applicable Data Protection Law; (2) respond to any other Inquiry; and/or (3) complete a data protection impact assessment, if necessary. In the event that the sharing, use, or Processing of Performer Data under this Schedule and the Agreement is considered unlawful by a Supervisory Authority or a court with jurisdiction under Applicable Data Protection Law, the parties shall work together in good faith to enable the continuance of such sharing, use, or Processing of Performer Data under this Schedule and the Agreement in compliance with Applicable Data Protection Law.

(c) **Security.** Each party shall implement and maintain technical and organizational security measures appropriate under Applicable Data Protection Law to protect the Performer Data from: (1) accidental, unauthorized or unlawful destruction, loss, alteration, disclosure or access; and (2) unauthorized or unlawful Processing (each, a “**Security Incident**”). The technical and organizational measures implemented by each party must ensure a level of security commensurate with the risks presented by the collection, Processing and nature of such Performer Data.

(d) **Processors and Authorized Personnel.** Each party may appoint a third party processor to Process Performer Data for the Permitted Purpose (“**Processor**”), provided that the Processor is contractually required to comply with data protection obligations that protect the Processor Data to the same standard provided for by this Schedule.

3. INTERNATIONAL TRANSFERS

(a) **Compliance with Applicable Data Protection Law.** Each party shall ensure that its Processors and other Authorized Personnel involved in the Processing of Performer Data received from the other party, shall comply with the requirements of Applicable Data Protection Law in relation to cross-border data transfer and/or data localization. Without limiting the foregoing, neither party shall transfer the Personal Data (nor permit the Personal Data to be transferred) outside of the UK, the European Economic Area (“**EEA**”) or Switzerland unless it takes all measures necessary to ensure the transfer complies with Applicable Data Protection Law.

(b) **Permitted Transfer Mechanisms.** To the extent either party is established in or hosts, Processes, or can remotely access (“**Transfer**”) Personal Data in a country outside of the UK, EEA, or Switzerland, and/or in or to a jurisdiction not deemed adequate for data protection purposes by way of European Commission Decision (a “third country”), the parties agree to use one of the following transfer mechanisms to the extent applicable with respect to such Personal Data:

(i) the unchanged Standard Contractual Clauses, Module 1 (Controller to Controller), which shall be deemed to be incorporated by reference into this Schedule and to apply for the benefit of both parties, in accordance with this Section 3. Under Clause 17 of Module 1 (Governing law), the Standard Contractual Clauses shall be governed by the law of Ireland. Under Clause 18 of Module 1 (Choice of forum and jurisdiction), the Parties select the courts of Ireland. Annex I(A) of Module 1 is completed as set forth in Part I of the Agreement, and Annex I(B) is completed as set forth in Section 2(b) of this Schedule. Under Annex I(C) of Module 1 (Competent supervisory authority), the parties shall follow the rules for identifying such authority under Clause 13 and, to the extent legally permissible, select the Irish Data Protection Authority. Under Annex II of Module 1, the parties agree to transfer Performer Data via secure and established file transmission technologies that utilize encryption in transit and at rest.

(ii) For transfers of Performer Data subject to UK Data Protection Law, where the parties are lawfully permitted to rely on the Standard Contractual Clauses for transfers of personal data subject to completion of a UK Addendum to the European Commission Standard Contractual Clauses issued by the Information Commissioner’s Office (“**ICO**”) under or pursuant to section 119(A)(1) of the Data Protection Act 2018, then the parties agree that the Standard Contractual Clauses and Schedule 1 shall apply.

(iii) For transfers of Performer Data that are subject to the Swiss Federal Act on Data Protection (“**FADP**”), the Standard Contractual Clauses form part of this Schedule, except as modified in this section. References to the GDPR in the Standard Contractual Clauses are to be understood as references to the FADP. The term “member state” in the Standard Contractual Clauses shall not be interpreted in such a way as to exclude data subjects in Switzerland from the possibility of suing for their rights in their place of habitual residence (Switzerland) in accordance with Clause 18(c) of the Standard Contractual Clauses. References to personal data in the Standard Contractual Clauses also refer to data about identifiable legal entities until the entry into force of revisions to the FADP that eliminate this broader scope. Under Annex I(C) of the Standard Contractual Clauses (Competent supervisory authority): (A) Where the transfer is subject exclusively to the FADP and not the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner; and (B) Where the transfer is subject to both the FADP and the GDPR, the supervisory authority is the Swiss Federal Data Protection and Information Commissioner insofar as the transfer is governed by the FADP, and the supervisory authority is as set forth in Section 3(b)(i) of this Schedule insofar as the transfer is governed by the GDPR.

Schedule 1

Schedule 1: UK Addendum

This UK Addendum (“**Addendum**”) has been issued by the Information Commissioner for parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties

Start date	The Effective Date of the Agreement	
The Parties	Exporter (who sends the Restricted Transfer)	Importer (who receives the Restricted Transfer)
Parties’ details	<p>Full legal name: Publisher</p> <p>Trading name (if different):</p> <p>Main address (if a company registered address): As designated by Publisher in Part I of the Agreement</p> <p>Official registration number (if any) (company number or similar identifier):</p>	<p>Full legal name: SX Works, LLC</p> <p>Trading name (if different): N/A</p> <p>Main address (if a company registered address): 733 10th Street NW, 10th Floor, Washington, District of Columbia 20001</p> <p>Official registration number (if any) (company number or similar identifier): N/A</p>
Key Contact	<p>Full Name (optional):</p> <p>Job Title: As designated by Publisher in Part I of the Agreement</p> <p>Contact details including email: As designated by Publisher in Part I of the Agreement</p>	<p>Full Name (optional):</p> <p>Job Title: Deputy General Counsel</p> <p>Contact details including email: inquiries@sx-works.com</p>
Signature (if required for the purposes of Section 2)	By entering into the Agreement, Data Exporter is deemed to have signed the Standard Contractual Clauses as of the Effective Date of the Agreement.	By entering into the Agreement, Data Importer is deemed to have signed the Standard Contractual Clauses, as of the Effective Date of the Agreement.

Table 2: Selected SCCs, Modules and Selected Clauses

Addendum EU SCCs	<p><input checked="" type="checkbox"/> The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information:</p> <p>Date: The Effective Date of the Agreement</p> <p>Reference (if any): N/A</p> <p>Other identifier (if any): N/A</p>
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Table 3: Appendix Information

“**Appendix Information**” means the information which must be provided for the selected modules as set out in the Appendix of the Approved EU SCCs (other than the Parties), and which for this Addendum is set out in:

Annex 1A: List of Parties: See Part I the Agreement

Annex 1B: Description of Transfer: See Section 2(b) of Schedule C

Annex II: Technical and organisational measures including technical and organisational measures to ensure the security of the data: See Section 3(b) of Schedule C

Annex III: N/A

Table 4: Ending this Addendum when the Approved Addendum Changes

Ending this Addendum when the Approved Addendum changes	Which Parties may end this Addendum as set out in Section 19: <input type="checkbox"/> Importer <input type="checkbox"/> Exporter <input checked="" type="checkbox"/> neither Party
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Alternative Part 2 Mandatory Clauses:

Mandatory Clauses	Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.
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