



SOUNDEXCHANGE FEATURED ARTIST MEMBERSHIP AGREEMENT

Any Featured Artist who registers with SoundExchange is entitled to receive Digital Performance Royalties through SoundExchange. However, becoming a SoundExchange Member has added advantages, including providing Members a centralized method for obtaining sound recording performance royalties from outside the United States.

By signing below, you agree to the terms and conditions of this SoundExchange Featured Artist Membership Agreement (the "Agreement"), as provided herein and as amended from time to time. You additionally agree to the attached SoundExchange Policies & Procedures ("Policies & Procedures").

By becoming a SoundExchange featured artist member ("Featured Artist Member" or "Member") you will be authorizing SoundExchange to collect royalties on your behalf both within the United States and from foreign territories, except those you identify on Addendum A, attached hereto, and will also authorize SoundExchange to represent your interests in rate adjustment proceedings and rulemakings before, among others, the United States Copyright Office and the Copyright Royalty Judges (the "CRJs"). The CRJs oversee, among other things, the establishment of rates, terms and notice and recordkeeping requirements under the statutory license set forth in Section 114 of the Copyright Act.

1. Royalty Collection & Distribution.

a. U.S. Statutory Royalties. Featured Artist Member designates SoundExchange as its agent for the term of this Agreement to collect public performance royalties for the transmission of sound recordings payable under 17 U.S.C. § 114 and any applicable implementing regulations (hereafter "Statutory Royalties"). Featured Artist Member authorizes SoundExchange to distribute Statutory Royalties pursuant to 17 U.S.C. § 114 and any applicable implementing regulations, or in such manner as authorized by the Board of Directors of SoundExchange (hereafter the "SoundExchange Board"). During the term of this Agreement, Featured Artist Member shall not similarly authorize any other person or entity to undertake such activities on a collective basis for it and other featured artists performing on sound recordings. Subject to the payment thresholds specified in the Policies & Procedures, SoundExchange shall distribute U.S. Statutory Royalties on at least an annual basis.

b. Non-U.S. Royalties. Except with respect to those territories listed for exclusion in the attached Addendum A: (i) Featured Artist Member designates SoundExchange as its agent, throughout the world and for the term of this Agreement, to collect sound recording performance (or communication) royalties (hereafter "Non-U.S. Royalties") payable to Featured Artist Member by any performing (or communication) rights organization authorized to collect and distribute royalties for the public performance of sound recordings outside the United States; and (ii) Featured Artist Member shall not similarly authorize any other person or entity, including a foreign performing rights society, to undertake such activities on a collective basis for it and other featured artists performing on sound recordings. Non-U.S. Statutory Royalties typically are allocated to Featured Artist Members by the collecting society from which SoundExchange receives such royalties. SoundExchange shall distribute Non-U.S. Statutory Royalties according to applicable law or contract or, in the absence thereof, in such manner and at such times as authorized by the SoundExchange Board. This Agreement supersedes, cancels and/or revokes any other prior mandate or agreement with any other collecting society for the collection of Featured Artist's sound recording performance royalties throughout the world except those territories listed for exclusion in the attached Addendum A

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

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

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

5. CONSENT TO USE OF NAME. FEATURED ARTIST MEMBER (DOES / DOES NOT) (CIRCLE ONE) AUTHORIZE THE INCLUSION OF ITS NAME AND LIKENESS IN PUBLICLY DISTRIBUTED MATERIALS RELATING TO FEATURED ARTIST MEMBER'S ASSOCIATION WITH SOUNDEXCHANGE. IF FEATURED ARTIST MEMBER DOES NOT CIRCLE ONE OF THE OPTIONS ABOVE, SOUNDEXCHANGE WILL TREAT FEATURED ARTIST MEMBER AS NOT HAVING AUTHORIZED THE USE OF ITS NAME AND LIKENESS.

6. Term and Termination. This Agreement shall commence as of the Effective Date and continue for a period ending on December 31st of the year following the Effective Date. This Agreement shall be automatically renewed for subsequent one (1) year periods unless terminated by Featured Artist Member or SoundExchange with sixty (60) days prior written notice to the other party. Featured Artist Member acknowledges that if it terminates this Agreement, SoundExchange may, by virtue of its designation by the CRJs as agent to collect and distribute U.S. Statutory Royalties for all copyright owners and performers, continue to distribute U.S. Statutory Royalties to Featured Artist Member or Featured Artist Member's designated payee. However, should Featured Artist Member terminate this Agreement, SoundExchange shall cease collecting and distributing Featured Artist Member's Non-U.S. Royalties for the period beginning after the first distribution of such Non-U.S. Royalties that follows Featured Artist Member's Termination.

7. Representations, Warranties, & Indemnification.

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

b. Member.

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

ii. Member represents that it has read SoundExchange's Policies and Procedures and agrees to be bound by them, as now in effect, and as they may be amended.

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

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

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

terminate its membership by providing SoundExchange written notice within thirty (30) days of notice of any changes to this Agreement.

9. Dispute Resolution. Any dispute between SoundExchange and Member as to payment of Non-U.S. Royalties shall be treated in accordance with the Royalty Claims Committee procedures specified in the Policies & Procedures.

10. Miscellaneous.

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

SoundExchange, Inc.
Account Services
1121 14th St. N.W., Suite 700
Washington, DC 20005
Facsimile: 202-640-5859

b. Choice of Law; Jurisdiction; Severability. This Agreement shall be governed by and construed in accordance with the federal laws of the United States; provided that to the extent not covered by the federal laws of the United States, the law of the District of Columbia shall apply without regard to its conflict of laws principles. Subject to Sections 9 and 10(c), with respect to any non-arbitrable matter, including but not limited to arbitrability, SoundExchange and Member hereby irrevocably consent to the exclusive jurisdiction in the United States District Court for the District of Columbia or the District of Columbia Superior Court. For the purposes of construing this Agreement, SoundExchange and Member shall each be considered the party drafting this Agreement. Should any provision of this Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidity shall not invalidate any other provisions of this Agreement and such provisions shall remain in effect.

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

ACCEPTED AND AGREED

NAME OF FEATURED ARTIST

By: _____

(Signature of Featured Artist or Authorized Signatory)

Name of Person Signing: _____

Title: _____

Date: _____

("Effective Date")

ADDENDUM A
EXCLUDED TERRITORIES

Please place a check mark next to the Territories where you DO NOT want SoundExchange to collect Featured Artist royalties on your behalf.

- ALL TERRITORIES (EXCEPT U.S.)**
- Australia
- Austria
- Brazil
- Canada
- Denmark
- France
- Germany
- Greece
- Ireland
- Italy
- Japan
- Mexico
- The Netherlands
- New Zealand
- Norway
- Portugal
- Spain
- Sweden
- United Kingdom
- Other _____
- _____
- _____

