



ClicknClear Standard Music Producer Agreement ('Agreement')

Neither an offer nor an agreement until signed by both parties: in order to gain download access on the ClicknClear platform and access other rights to the benefits granted in this agreement (such as indemnity, use of our logo and co-marketing) you must read the following points, sign, date and return a scanned version of this Agreement along with your logo and website and company details to music@clicknclear.com.

This agreement ("Agreement"), effective as of the date this Agreement is fully executed as set out below ("Effective Date"), is entered into by:

- (a) Pre-Cleared Ltd T/A as ClicknClear ('ClicknClear', 'us', 'we', 'our')
(b) ("Producer", 'you', 'your')

You hereby agree and represent that:

- 1) You have read, understood and agree with the explanation of music copyright in Appendix 1.
- 2) You are authorised to commit your Company to this agreement.
- 3) You warrant that your performance of services to third parties derived from rights licensed or otherwise granted to you under of this Agreement and/or the terms of our End User Licensing Agreement ('EULA') will not violate or conflict with the terms of any other agreement to which you may be bound.
- 4) You warrant that you will only use the music licensed from us in accordance with the licensed rights as set out in our EULA, including without limitation that music will be licensed on a per track, per use basis, that you will not download music for personal use and you will not use music licensed from us in any promotional videos or content for your services.
- 5) Any mis-use of download access may cause an investigation from our music industry content licensee partners ('Rightsholders').
- 6) If you breach or threaten to breach any provision in this Agreement we shall be irreparably harmed, and, without any additional findings of irreparable injury or harm or other considerations of public policy we shall be entitled to receive an injunction compelling specific performance by you of your obligations under this Agreement without the necessity of posting any bond or other security.
- 7) Music may be taken down from the ClicknClear platform at our rightsholder licensors' request and upon our emailed notification you will promptly remove any such tracks from any as-yet-unlicensed mixes.
- 8) You will promptly provide us with your company contact information and logo file and hereby grant us a limited world-wide non-exclusive royalty-free license to use such in order to carry out our co-marketing obligations under Schedule A. All data you supply to us will be governed by our privacy policy (www.clicknclear.com/privacy).

Download Access: We hereby grant you download access for the Term to the music tracks currently available on our site subject to your representations and obligations under this Agreement including without limitation paragraphs 3), 4) and 5) above. The permitted purpose of such download access is solely for the creation of non-final demonstration mixes when collaborating with a customer on bespoke mixes prior to license of final selected track(s) from us.

ClicknClear Logo: You are hereby granted a limited world-wide non-exclusive royalty-free license right for the Term, subject to the latest published guidelines relating to use of the ClicknClear logo, to use the supplied ClicknClear logo for the purposes set out in Schedule A, and you hereby agree to fulfil your obligations under Schedule A.

You Indemnify Us: You will defend, indemnify and hold us, our employees, agents, attorneys, consultants, officers, directors, and any person acting on our behalf as well as any of our subsidiaries and affiliates harmless from and against any and all third party claims, suits, demands,

liabilities, costs, judgments, penalties or expenses (including reasonable attorney's fees and court costs) that may be obtained against, imposed upon or suffered by any and/or all of us and/or them i) as a result of any breach of any warranty or representation you make under this Agreement including without limitation paragraphs 3), 4) and 5) above, and/or ii) as a result of a breach by you of the terms and conditions of this Agreement and/or iii) generally arising from or in connection with this Agreement.

We Indemnify You: Subject to your full adherence to terms of all agreements between us (including without limitation this Agreement and our EULA), we agree to defend, indemnify and hold you harmless from and against any and all third party claims, suits, demands, liabilities, judgments, penalties or expenses (including reasonable attorney's fees and court costs) that are actually obtained against, imposed upon or suffered by you for your infringement of the copyright of any third party directly resulting solely from your licensing and downloading of music from our website(s). This indemnity excludes any changes and/or additions you may make to such music, and excludes any music or content not licensed from us. For clarity, even if a mix contains one or more tracks licensed from us, if it also includes any content not licensed from us your mix is NOT indemnified by us.

Costs: Each party is responsible for its own operating, overhead and other expenses related to the performance of obligations and services described herein.

Termination: If you breach the terms of use of our website and/or the terms of the EULA and/or the terms of this Agreement between us, our indemnification of you (see below) immediately ends automatically and we may terminate this Agreement and close your approved account. Within 24 hours of the expiry or termination of this Agreement you will cease use of the supplied ClicknClear logo.

Term: Subject to any termination by us of this Agreement for your breach as set out above, this Agreement has an initial term of 3 years from the Effective Date, with automatic renewal periods thereafter for periods of one (1) year until either party terminates this Agreement for convenience ('Term').

Confidentiality: Each party agrees to keep the specific terms of this Agreement, together with all non-public information about each other acquired hereunder, confidential during the Term and thereafter until such time, if ever, as such terms or information become public knowledge without the fault of any party.

Entire Agreement: The Agreement represents the entire agreement between the parties on the subject matter. Any changes or additions must be made in writing, signed by both parties. You shall provide any further documentation reasonably requested by us to enforce the terms of this Agreement at no cost to us. No partnership is intended between the parties. Each party has had the opportunity to review this Agreement and discuss it with counsel if required.

Jurisdiction: This Agreement and any claim or dispute of whatever nature (including any non-contractual dispute) arising out of or relating to this Agreement shall be governed by, and construed in accordance with, the laws of England whose courts shall have exclusive jurisdiction over all disputes arising under or in connection with this Agreement. You consent to personal jurisdiction of and venue in the courts within or having jurisdiction over England, and waive any objection you might otherwise have had on the basis of the doctrine of *forum non conveniens*.

FOR AND ON BEHALF OF CLICKNCLEAR:

Signed _____

Chantal Epp, CEO

Date: _____

FOR AND ON BEHALF OF PRODUCER:

Signed _____

Print name _____

Title _____

Schedule A – Co-marketing Undertaking.

1. You agree to undertake a reasonable amount of social media promotion of your use of ClicknClear in willing cooperation with us across all your social media channels. This includes:
 - a. an announcement of your signature of this Agreement in conjunction with us; and
 - b. your posting and/or sharing of other ClicknClear news items from time to time upon our request.Such activity may require embargo or other synchronisation of the timing of posts as required by us.

APPENDIX 1 – Music Copyright Explained.

What is Music Copyright?

Copyright is a form of protection provided by each country's law and valid worldwide following the signing of the Berne Treaty making copyright recognised in each country. The primary purpose of copyright law is to afford authors protection for the creation of original works, that is, works where the author has expended independent effort to create the work. U.S. copyright law is set out in the U.S. Copyright Act of 1976, as amended, and is codified in 17 U.S.C. §101 et.seq.. UK copyright law is set out in the Copyright, Designs and Patents Act 1988 ("CDPA").

Exclusive Rights in Copyrighted Works

Subject to certain exceptions, the owner of a copyright has the exclusive rights to do and to authorize any of the following:

- (1) to reproduce the copyrighted work (create a new MP3);
- (2) to prepare derivative works based upon the copyrighted work (edit or adapt music);
- (3) to perform the copyrighted work publicly;
- (4) to display the copyrighted work as part of a choreographed routine; and
- (5) to synchronise the edited/remixed track to visual media.

Using music in a pre-recorded mix that has not been cleared in such a way may result in a copyright infringement claim being made by the copyright owner(s) against the person playing the mix and/or the individual who made the mix.

Copyright Protection in Musical Works

Copyright law provides various forms of protection for both musical works (publishing rights) (including any accompanying words), and the sound recordings (master rights) which embody such works. Protection is afforded to original compositions, and to arrangements and new versions (Covers) of existing works to which new, copyrightable material has been added. Musical compositions and sound recordings are protected as separate works. Accordingly, when one wants to use a particular recording such as a Cover version of a protected composition (for example, to synchronize an audiovisual work to recorded music, or to re-mix a song or to make mash-ups), the necessary rights must be obtained a variety of sources, which include both the publishing rights in the composition, and the master rights in the recording.

Ownership of the Copyright

The copyright in a work initially vests in the author or authors of the work unless the work is a work made for hire. A work will only be considered a work made for hire under very specific circumstances. The author of a sound recording is often identified as the producer who captured and processed the sounds that appear in the final recording, unless the sound recording is a work for hire.

It is not uncommon for song writers and producers to assign the copyright they own in their compositions and recordings to music publishers and record labels respectively.

Duration of Copyright

Typically, the duration of copyright exists for the life of the author plus seventy (70) years after the last living author's death, for publishing rights and 50 years from the end of the calendar year in which the recording is made. Please note, each country may have a different duration of copyright as part of their copyright law.

Copyright Infringement: Rights and Remedies

There are various forms of copyright infringement: direct infringement, contributory infringement and vicarious infringement. Liability for copyright infringement can be imposed not only on direct infringers, but also on certain parties who, while not directly engaged in the infringing activity, knowingly induce, cause or materially contribute to and/or benefit from, copyright infringement (This can include Teams, Music Producers, Event Producers and Governing Bodies). Anyone who violates any of the exclusive rights of copyright is an infringer. The legal or beneficial owner of an exclusive right under a copyright is entitled to institute an action for infringement of that particular right.

A copyright owner prevailing in an action for copyright infringement may: (i) obtain injunctive relief; (ii) have infringing copies impounded; (iii) recover actual damages and additional profits from the infringer; or (iv) recover statutory damages, (c). Statutory damages may be awarded in a sum of not less than \$750 or more than \$30,000 as the court considers just. However, if the court finds that the infringement was willful, the court, in its discretion, may increase an award of statutory damages to a sum of not more than \$150,000 (in the US). Please note the consequences of copyright infringement will vary from country to country.

Music Performance License

Venues and broadcasters are required to have a performing rights license in place. Most countries have a performing rights society in place who license and administer performance rights in copyrighted musical works and reproduction rights of sound recordings (often called mechanical rights). These companies license public performances of their members' musical works and must be obtained where music is performed or broadcasted in a public place or transmitted to the public via, for example, radio, television. Please note, these licenses do not cover the use of music that has been altered in any way, such as by editing, mixing or adding effects, as well as unauthorised arrangements and adaptations. The copying of a copyright work in such a way amounts to an act of primary infringement outlined above and a licence is, therefore, required from the copyright owner.

Licenses Are Required

The act of copying or adapting someone else's copyrighted work can only be done with the consent or license of the copyright owner.

An adaptation of a work is also sometimes referred to as a derivative work. For a musical work, the adaptations/derivative works include the making of a new arrangement of the work or making a transcription of the work for new instruments or voices, as well as creating a new recording of an existing track (often referred to as a Cover) or song through editing, remixing, excerpting a portion of a work and adding it to another composition or recording, and combining two or more compositions. Only the copyright owner has the right to authorize such adaptations, reproductions and the making of derivative works.

Accordingly, in order to create a derivative work, permission from the copyright holder by way of a license is required in order to avoid copyright infringement claims. In the case of combining excerpts of different works, licenses would be required from the owners of both the master and publishing rights.

Conclusion

In order to perform, transmit, synchronize, or broadcast remixed and edited tracks at a live event, and to create recordings of such performances incorporating musical works, a variety of permissions will be required from the copyright owners of the tracks being used, including:

- to create a derivative work/adaptation of the original track;
- to copy the track onto different formats (i.e. mp3);
- to perform/play the edited/remixed track to the public (i.e. at live events);
- to perform/play the edited/remixed track in connection with a choreographed routine; and
- to synchronize the edited/remixed track to visual media and create an audiovisual work (such as a video of a cheer routine).

Using music in a pre-recorded mix that has not been appropriately cleared may result in a copyright infringement claim being made by the copyright owner(s) against the individual/entity who made the mix as well as the person who played or distributed it.