

PLEASE COMPLETE, SIGN AND SEND BY EMAIL: MEMBERS@SODRAC.CA
BY MAIL: Member Services, SODRAC, Tower B, Suite 1010, 1470 Peel st, Montreal, Quebec H3A 1T1

BETWEEN: "RIGHTSHOLDER": FULL NAME: _____

COMPANY (IF APPLICABLE): _____

POSTAL ADDRESS: _____

PHONE: _____ EMAIL: _____

**AND: SODRAC 2003 INC/SOCIÉTÉ DU DROIT DE REPRODUCTION DES AUTEURS, COMPOSITEURS ET ÉDITEURS
AU CANADA INC. ("SODRAC")**

AND: SOCIETY OF COMPOSERS, AUTHORS AND MUSIC PUBLISHERS OF CANADA ("SOCAN")

WHEREAS:

- A. SODRAC is a society that administers reproduction rights in musical works in Canada;
- B. SOCAN is a society that administers performing rights in musical works in Canada;
- C. At a special meeting of members held on June 12th, 2018, the members of SODRAC approved a transaction between SODRAC and SOCAN by which, retroactively to June 30, 2018: a. the assets of SODRAC were sold to SOCAN; b. SOCAN expanded its administration of performing rights to include the administration of artistic works and reproduction rights in musical works for SODRAC members and other rightsholders; c. SODRAC will be dissolved as soon as possible;
- D. Rightsholder is a member of SODRAC and, as such, assigned the reproduction rights in Rightsholder's repertoire of musical works to SODRAC (the "Rightsholder Repertoire");
- E. Rightsholder is also a member of SOCAN (for the administration of performing rights in musical works);
- F. Rightsholder wishes to have the administration of Rightsholder's reproduction rights continue, and for that purpose wishes to terminate Rightsholder's membership agreement with SODRAC, which is to be dissolved, and to grant to SOCAN the Rightsholder's reproduction rights in musical works, including the right to collect royalties in consideration for uses in Canada and as may be provided for under the laws of other countries, and collected by societies with which SOCAN has or will have agreements.

THEREFORE, in consideration of the premises and mutual promises contained in this agreement, the parties agree as follows:

1. Rightsholder hereby requests the termination of Rightsholder's membership agreement with SODRAC, irrevocably and in its entirety without limitation, and SODRAC hereby accepts such request;
2. Rightsholder hereby grants to SOCAN the right to license the reproduction rights in Rightsholder Repertoire and Rightsholder's future works in accordance with Appendix A hereto, which forms part of this agreement, for the territories there indicated;
3. Rightsholder authorizes SOCAN, and SOCAN shall take such steps as it considers appropriate and necessary, to represent and claim reproduction rights on behalf of Rightsholder, and shall make distributions of the amounts collected in accordance with Appendix A and any other rules, regulations and decisions as may be adopted or amended from time to time by SOCAN;
4. Rightsholder warrants that Rightsholder has the right and authority to grant the rights herein to SOCAN in accordance with this agreement and that the exercise of those rights will not infringe the copyright or any other rights in the associated musical works. Rightsholder will reimburse SOCAN for any loss, costs or damages that SOCAN may incur in the event of a claim against SOCAN in relation to the rights granted herein;
5. Rightsholder hereby agrees to hold SODRAC, SOCAN and all of their respective successors, assigns, subsidiaries, affiliates, officers, directors, employees, and agents completely harmless and not liable in connection with the subject matter of this agreement, including prior and future services provided, and hereby releases them from, and waives all rights in relation to, any resulting claims, causes of action, damages and costs, on the understanding however that all royalties collected by SODRAC for Rightsholder's Repertoire, but not yet distributed to Rightsholder, shall be so distributed by SOCAN.
6. The rights granted to SOCAN herein shall be effective as of the date of signature by Rightsholder below. It may be terminated by Rightsholder in accordance with the Termination provisions in Appendix A.

SIGNED BY: RIGHTSHOLDER: _____

THIS _____ DAY OF _____, 20 _____

SODRAC REPRESENTATIVE: _____ DATE: _____

SOCAN REPRESENTATIVE: _____ DATE: _____

TERRITORY: Rightsholder can select to be represented by SOCAN directly in Canada and through society agreements internationally for the Reproduction Rights defined herein.

Please indicate if you want SOCAN to represent you for:

- Canada only
- Canada and the World

If you wish to have licensing restrictions for certain territories, please contact Member Services.

OFFERINGS: SOCAN will license and distribute on the following uses of music as selected by Rightsholder.

Please select from the following options, for which you grant to SOCAN an exclusive licence:

- Audio: Digital Streaming/Webcasting and Limited Downloads
- Audio: Radio Broadcast Mechanical and Satellite, Background Music and Pay Audio Services
- Audio-Visual: Digital Streaming/Webcasting and All Downloads
- Audio-Visual: AV Broadcast Mechanical
- Private Copy
- Education

All uses in this section (Audio, Audio-Visual, Private Copy and Education)

Please select from the following options, for which you grant to SOCAN a non-exclusive licence:

- Permanent Audio Downloads (Digital)
- Physical Mechanicals Licensing
- Synch administration
- Online Lyrics
- Karaoke
- Video Games
- Videocopy

All uses in this section

If you wish to have licensing restrictions for any of the above non-exclusive uses, please contact Member Services.

REPERTOIRE: Please select one from the following options:

Rightsholder grants to SOCAN the right to license the reproduction rights as described herein for ALL musical works in the Rightsholder Repertoire, including all future works.

Rightsholder grants to SOCAN the right to license the reproduction rights as described herein SOLELY FOR the musical works listed in a list which Rightsholder will attach to this Agreement. This option is valid for Canada only.

COMMISSIONS: SOCAN will retain an administration fee for services according to the chart below, as may be amended from time to time, from the licence fees collected. Rightsholder will incur no other charges.

| <u>LICENSED USE</u> | <u>COMMISSION RATE</u> |
|--|------------------------|
| Digital Music and AV - Broadcast Mechanical - Private Copying | 7% |
| Physical Mechanical - Synch Administration (if desired) - Other uses | 10% |
| International | 5% |

LEGAL AND OTHER ACTIONS: SOCAN is authorized to: (i) negotiate agreements and enter into contracts with users of your musical works for the purpose of granting them licenses; (ii) take all reasonable measures to collect the royalties; (iii) enter into agreements for representation with foreign societies having similar objects; and (iv) decide, at its sole discretion, whether or not to institute legal proceedings, arbitrate or transact as regards to the collection of royalties or, more generally, defend, promote and value your rights.

TERMINATION: Rightsholder may terminate this Agreement with 6 months notice, or 3 months notice in the case of Physical Products, effective at the end of the second full calendar quarter following receipt of written notification.