

NON EXCLUSIVE LICENSE AGREEMENT

CLAUSE 1. DEFINITIONS

1.1 RoyaltyREV.com is a digital platform for the online distribution of musical works, providing services for Licensors, Users and Companies. The RoyaltyREV.com (RadioPro Services) is operated by the company under the United States of America law:

RadioPro LLC
30 N Gould St - Ste 7383
Sheridan, WY 82801
United States of America
Email: info@royaltyrev.com

hereinafter "RadioPro" or "Company".

1.2 The services provided by RadioPro can be found on royaltyrev.com, storepoetry.com and other websites and platforms and are hosted by RadioPro LLC and its service providers.

1.3 RadioPro does not act as an Internet access provider or as an electronic public communications service.

1.4 RadioPro Ltd is the company organized under the United Kingdom law:

RadioPro Ltd
132-134 Great Ancoats Street
Manchester
M4 6DE
United Kingdom
Email: info@radiopro.eu

hereinafter "RadioPro Ltd".

1.5 RadioPro Ltd operates as an Independent Management Entity (IME) as described in the directive 2014/26/EU of the European Parliament and the Council of 26 February, 2014.

1.6 ADAPTATION: shall mean any adaptation the making of which would be an infringement of copyright under the Law and therefore includes an arrangement of the music and a translation of the lyrics.

1.7 ADMINISTRATION: shall mean the collection of royalties and fees from a collection society and reviewing the sums collected and payment of those sums to the Licensor after first deducting RadioPro Ltd's commission.

1.8 ALBUM: shall mean a set of Works published by the Licensor on RadioPro.

1.9 ARTIST: shall mean a Licensor who published the Works on RadioPro and who is the sole owner of the rights, or represent all owners of rights on Works published.

1.10 ARTIST ACCOUNT: shall mean the Licensor's personal webpage that can be accessed after having published Works on RadioPro - and through which the Licensor has access to an interface showing all transactions if the Licensor has registered for "RADIOPRO LICENSING" Programs and information relating to the management of his Works and his personal data.

1.11 BOARD: shall mean the Board of Directors of RadioPro as constituted from time to time.

1.12 CERTIFICATION: shall mean the declaration completed and signed by the Licensor that may be requested at the time the Works are uploaded on RadioPro, in which the Licensor reiterates some of the obligations enumerated in this Agreement.

1.13 COMPOSITIONS: shall mean any single musical composition, irrespective of length, including all spoken words and bridging passages and a medley.

1.14 CONTRACT PERIOD: shall mean any period of the Agreement wherein a term or obligation may be applicable.

1.15 CONTROLLED COMPOSITIONS: shall mean all musical Compositions or material recorded pursuant to this Agreement, which are written or composed, in whole or in part, or owned or controlled directly or indirectly by Artist, Licensor or any producer of Masters subject thereto.

1.16 DATE OF COMMENCEMENT: shall mean the date the Licensor is notified by RadioPro, as being the date with effect from which this Agreement commences.

1.17 DELIVERY: shall mean Company's receipt of newly-recorded commercially and technically satisfactory Masters to constitute the Record required to be given to Company as per this Agreement (mixed and mastered), together with all necessary licenses, approval, consents and permissions.

1.18 DIGITAL TRANSMISSION: shall mean the transmission and distribution to the consumer, other than the distribution of physical Records to consumers, whether of sound alone, sound coupled with an image or sound coupled with data, in any form including but not limited to the downloading or other conveyance of Artist's performance on Masters or Audiovisual Recordings recorded hereunder by telephone, satellite, cable, direct transmission over wire or through the air, and on-line computers whether a direct or indirect charge is made to receive the transmission.

1.19 EU: shall mean the countries which from time to time make up the European Union.

1.20 EXONERATION LETTER: shall mean the letter sent by the Licensor or RadioPro to a collection society or collection management organisation or independent management entity.

1.21 EXPENSES: shall mean all expenses incurred in connection with the production of audio and/or visual masters and all payments and/or advances to the Licensor hereunder, including mechanical royalties, as well as payments to all of the musicians (including without limitation, instrumentalists, leaders, arrangers, orchestrators, copyists and contractors) vocalists and producers, if any, rendering services in connection with any recordings hereunder, payments to union pension and welfare funds, costs of cartage and instruments hire, studio or hall rentals, editing costs, distribution fees, licensing fees, payroll taxes and other payments to third parties on the Licensor's behalf, tour support, liability and medical insurance and legal accounting fees payable to the Licensor's legal counsel or accountant (if any such payments are actually made by the Company) and customary artwork, all taxes, mechanical royalties payable to third parties or payable hereunder, manufacturing, packaging charges, or legal fees payable on artist's behalf, or fees associated with filing copyright or trademark fees, and other reasonable expenses incurred by Company for the purpose of production of the Masters and records and all costs attributed to promotional costs, marketing and advertising costs expended in furtherance of the sale of Records produced from the Masters.

1.22 TERMS OF USE: shall mean these Terms of this Agreement as well as any future amendments.

1.23 ILLEGAL CONTENT: shall mean any content of any kind whatsoever (text, voice, image, sound etc.) of such a nature as to infringe any recognised third party rights (including, in particular, rights held by natural persons, legal persons, groupings or communities etc.) regardless of which legislation is applicable. In particular, any content that could infringe any intellectual property rights, personality rights, as well as any

content that could constitute a justification for war crimes or crimes against humanity, and more generally any form of discrimination against one or more classes of people, shall be deemed to be Illegal Content.

1.24 I.M.E.: shall mean the Independent Management Entity (IME) as described in the directive 2014/26/EU of the European Parliament and the Council of 26 February, 2014.

1.25 LONG-PLAYING (LP): shall mean a Record that has no less than ten (10) Compositions and being no less than forty (40) minutes in duration.

1.26 RADIOPRO LICENSING: shall mean the service enabling Licensors to become involved in commercial Programs and/or promotional operations through partners of RadioPro that may or may not remunerate Licensors.

1.27 LICENSOR: shall mean a user who published the Works on RadioPro and who represents all owners of rights on Works published.

1.28 LICENSE: shall mean the license signed by the Licensors or Licensor allowing RadioPro to distribute the Works.

1.29 LIST OF WORKS: shall mean the list of Works published by the Licensor on RadioPro.

1.30 MASTER RECORDING (MASTER or MASTERS): shall mean any original recording, production, and/or manufacture of Records, together with any derivatives thereof (other than Records).

1.31 MATERIAL: shall mean all documents of any kind (lyrics, album covers, photographs, drawings, biographies etc.) to be used for the online distribution and promotion of the Works.

1.32 MEMBER: shall mean one or all of the Artists, Users and Licensors whose registration for the Services offered by RadioPro has been validated and confirmed.

1.33 NET RECEIPTS: shall mean the amount received by Company from sales or licenses after deducting any and all direct costs, taxes and/or third party payments in connection with the creation, production, manufacture and exploitation or use of such works recorded or produced under this Agreement.

1.34 NET SALES: shall mean sales of Records paid for or credited and not returned except as specifically set forth to be different in this Agreement.

1.35 PARTNERS: shall mean any third party, natural or legal person, client, partner, affiliate with whom RadioPro has established or will establish commercial relations.

1.36 RECORDS: shall mean all forms of sound reproductions whether now known or unknown, on or by which sound may be recorded for later transmission to listeners, embodying sound, including, without limitation, discs of any speed or size, vinyl, compact disc, reel-to-reel tapes, cartridges, cassettes, audiovisual recordings, digital transmissions, direct transmissions or any other configurations.

1.37 RECORDING COSTS: shall mean all costs incurred with respect to the production of Masters embodying the Artist's performances, including audio visual recordings, and which are customarily recognized as Recording Costs in the phonograph record industry including but not limited to all expenses incurred in connection with the production of audio and/or visual masters and all payments and/or advances to Artist hereunder, as well as payments to all of the musicians (including without limitation, instrumentalists, leaders, arrangers, orchestrators, copyists and contractors) vocalists and producers, if any, rendering services in connection with any recordings hereunder, payments to union pension and welfare funds, costs of cartage and instruments hire, studio or hall rentals, editing costs, distribution fees, licensing fees, payroll taxes and other payments to third parties on Artist's behalf, tour support, liability and medical insurance and legal accounting fees payable to Artist's own legal counsel or accountant (if any such payments are

actually made by Company) and customary artwork if done by other than in-house artists, all taxes, third parties fees, fees for replay or a sampling licenses, and other reasonable expenses incurred by Company for the purpose of production of the Masters and Records and all costs attributed to promotional costs, marketing and advertising costs expended in furtherance of the sale of Records produced from the Masters.

1.38 TERM: shall mean the duration of the Agreement during which Artist accepts and agrees to render services to the Company as well as which licensing right pertaining to the production of Records exclusively to the Company.

1.39 TERRITORY: shall mean the World.

1.40 USER ACCOUNT or PROFILE: shall mean the personal webpage to which the Licensor can access using a user name and a password after registering on RadioPro, and containing information related to his registration and personal data he provided.

1.41 USER: shall mean any person accessing RadioPro's Services.

1.42 WORK(S): shall mean the musical works made available to Users of RadioPro by Licensors.

CLAUSE 2. PURPOSE OF THIS AGREEMENT

2.0 The Licensor hereby appoints RadioPro to manage, administer and exploit the Rights in the Works during the Term and in the Territory so that RadioPro may inter alia:

- grant licences to exercise the Rights in relation to the Works
- collect and give a good receipt for all Royalty Fees and other monies collected directly or indirectly arising in relation to the Rights
- to appoint sub-licensees to exercise the Rights

2.1 The Licensor hereby grants to RadioPro, by way of non-exclusive licence, those rights in the Works necessary for RadioPro to grant sub-licences in the Rights (as defined in this agreement) during the Term and in the Territory. The rights granted pursuant to a sub-licence may endure beyond the Term.

2.2 For the avoidance of doubt the Licensor does not have to deliver every composition that he controls but if he does deliver a composition then it will comprise a Work for the purposes of this Agreement.

2.3 A Work must be registered for RadioPro to manage and collect revenue for one hundred percent of that Work (namely the Rights) in the entire musical and (if applicable) lyrical composition as a consequence of a single mandate from the Licensor or more than one mandate signed by the Licensor and all of the other parties involved, so that all such parties will have signed the List of Works for that Work. The grant of rights is on a non-exclusive basis.

2.4 RadioPro is entitled to store the Works so that it may use them for commercial or promotional purposes, sublicense any of its right to its parent, subsidiaries or affiliates, or refrain from doing any of the forgoing in its sole discretion.

2.5 The Artist also grants to RadioPro the right to use his name, logo, the names and the likeness of Artists and other persons associated with the Works, and the names and descriptions of Works and albums containing Works, including cover art, in its effort, to market the activity provided under the provisions of the Agreement, including but not limited to websites, printed marketing material, audio advertisement.

2.6 The Licensor must upload the Artist's personal details onto RadioPro's database and sign a copy of this Agreement and complete the List of Works, which lists the Works being licensed, and states which Rights

are being granted and in which territories in order for his membership to be active. The Rights which are granted are:

- Background Music In Stores (“BMS”) which means the right to distribute, publicly perform, deliver simultaneously with non-synchronized visual images and otherwise use all or any portion of the Works including without limitation, the right to Broadcast the Works within the premises of business establishments, aircraft and other modes of transport and the right to copy and reproduce the Works on one or more devices or on any fixed media now known or hereinafter created in order to facilitate this use; and to include a Work or Works in a playlist for use in a programmed format for an Instore Network (“IN”); and/or
- Live rights (“LE”) which means the right to administer the licensing and collection of revenue from performance of musical and lyrical compositions to a live paying or invited audience; and/or
- The right (“RT”) to use and distribute a Work for broadcast, transmission or diffusion on radio, television and simulcasting (but not online) and the right to copy and reproduce the Works on one or more devices or on any fixed media now known or hereinafter created in order to facilitate this use; and/or
- The right (“OL”) to use and distribute a Work online by way of streaming or webcast or download and the right to copy and reproduce the Works on one or more devices or on any fixed media now known or hereinafter created in order to facilitate this use; and/or
- The right (“MC”) to use and distribute a Work by way of mechanical reproduction for exploitation on audio and audio-visual carriers including but not limited to CDs and DVDs and not download, and the right to enable private copying to take place in territories where that separate right is recognized.

2.7 Notwithstanding anything to the contrary above, the Rights granted will always include all rights in copyright, the making available right, the lending right and all related rights necessary for the fullest exploitation of the Rights granted.

2.8 In the case of a proven mistake, after the Date of Commencement of this Agreement, the Licensor shall have the right to modify the list of Rights, Works and Territories attached to the List of Works. Any change of the list will have effect after a 60 days period from the notice.

2.9 In order to enable RadioPro to market and grant rights in a Work the relevant composition must be delivered together with a recording of it. This will also help RadioPro to administer the Rights for the Work and collect income arising from the exploitation of the Rights. The Licensor also grants to RadioPro the right to remaster, edit or otherwise modify the recordings of Works to normalize levels or otherwise cause them to conform with other content used.

CLAUSE 3. REGISTRATION

3.0 RadioPro gives access to many services which may be restricted to registered Members.

3.1 The use of some Services offered by RadioPro may require Licensors, Users and Artists to register as a "Member" and provide information by filling a form to allow User identification.

3.2 The Licensor commits to provide RadioPro with correct and comprehensive information and maintain up-to-date information by using the User Account, to which registration gives access.

3.3 A username and password give access to Services restricted to Members, as well as to the User Account. The username and password are strictly personal, and should not under any circumstances be shared with or disclosed to third parties.

3.4 Licensors are personally responsible for their identification details and must use them in accordance with the provisions of the terms of this agreement.

3.5 Each Licensor shall hold RadioPro harmless from and against any wrongful use of the Member's identification details and/or resulting in a loss arising from said identification details, whether or not fraudulent, caused by the Member's own acts or omissions, or those of a third party.

3.6 RadioPro provides no guarantees to its Licensors on this last point and recalls that it does not have the necessary technical resources to verify the real identity of persons registering for its Services.

3.6 RadioPro may not be held liable in the event of a theft of identification details and/or the identity of one of its Members.

3.7 If a Licensor notices or suspects any fraudulent use of his User Account, said Licensor must immediately inform RadioPro by sending an e-mail to legal@royaltyrev.com.

CLAUSE 4. USE OF SERVICES

4.0 Registered Licensors may create one or more Licensor profile by going on <https://royaltyrev.com> and providing the requested information in the Licensor profile creation form.

4.1 The Licensor commits to provide correct and comprehensive information and maintain up-to-date information by using the Licensor Account, to which the Licensor profile creation gives access.

4.2 Licensor agrees to submit a new Licensor Application (hereafter the "Application") for each individual Licensor that Licensor desires to upload and market Works for at the Sites.

4.3 RadioPro shall review each Application and in its sole and exclusive discretion may accept or reject any individual Application.

4.4 When a Licensor is accepted by RadioPro to participate on the partner sites, if at any time RadioPro determines that the Works being uploaded by Licensor for the Licensor seem unprofessional, substandard, offensive or otherwise unacceptable, RadioPro reserves the right in its sole and exclusive discretion to delete individual tracks or completely terminate any individual Licensor and remove that Licensor's content from partner sites. Any pending or future earnings that may exist will continue at all times to be paid to Licensor during the standard commission payment cycles.

4.5 Licensors shall publish Artist's Works directly online through their Licensor Account by clicking on "Upload your music".

4.6 For each publication, the Licensor commits to fill in the requested information sheet by specifying for each Work and each Album, notably the real name of all right holders and the License selected.

4.7 The Licensor is responsible for providing RadioPro, at the same time as the Works, with the Materials that may be used for the distribution and promotion of the Works.

4.8 Licensor shall assign an initial price to the Works during the track upload process, which may be modified later by Licensor as appropriate.

4.9 RadioPro may on occasion discount the pricing by a reasonable amount for individual licensing transactions as appropriate and/or necessary, in order to close custom-negotiated deals. RadioPro reserves the right to adjust pricing for tracks if the Licensor prices tracks too high or too low, substantially outside the range of standard market rates for the industries served by RadioPro.

4.10 For any new Licensor that is accepted to participate on the partner sites, the Licensor shall be automatically opted-in to participate in all eligible internally-operated sites and all external distribution opportunities.

4.11 Within the first 10 days in which the new Licensor account is activated, Licensor may choose to opt-out of some of these sites and opportunities by simply disabling those options from the Vendor Account page at the RoyaltyRev.com website.

4.12 If Licensor does not opt-out within 10 days, then that Licensor and that Licensor's Works shall not be eligible to opt-out of any site or distribution opportunity after that time, except at the sole discretion of RadioPro.

4.13 This Agreement is non-exclusive but the Term of this license is perpetual and irrevocable (i.e. forever and cannot be terminated). For clarification, any Works uploaded and kept at the RoyaltyRev.com website shall be considered to be perpetually and irrevocably licensed to RadioPro and shall not be eligible for removal or take-down, subject to the conditions in the following paragraph as long as the Licensor does not remove the Work(s) from the Licensor Account.

4.14 A perpetual license is essential to provide a stable shopping experience for our clients, and the continual availability of the Works on the RadioPro websites avoids a client selecting a track and later returning to license it only to find it has disappeared from the websites unexpectedly.

4.15 Further, various clients and distributors that RadioPro works with to make available the RadioPro music library for their production usage require a perpetual license, hence take-downs are counter-productive to maintaining and establishing such long-term relationships.

4.16 For use of the licensed Works in the RoyaltyRev.com site and associated licensing for commercial background music uses (as well as various other types of uses as may be required by copyright law in specific individual territories), some territories throughout the world limit this type of license to a three-year term, with annual renewal terms after the first three years; for such territories, Licensee's use of the Works shall fall under such a three (3) year term structure plus annual renewals thereafter, and Licensor may, at their sole discretion, discontinue that aspect of this license, solely for such territories, after the first three year term, or after any one-year renewal term after the initial three-year term, provided that Licensor notifies Licensee about such territory-specific terminations at least a thirty (30) day prior to the end of the initial term or any renewal terms thereafter.

4.17 Such territory-specific terminations shall limit Licensee's rights to utilize the Works only in the affected territories, and strictly for the specific uses terminated by Licensor, and shall otherwise not impact Licensee's right to utilize the Works throughout the rest of the World on a perpetual irrevocable basis.

4.18 In general, take-downs are prohibited and disallowed. Take-downs are extremely disruptive to our business and to our clients, and hence, unless there is a critical and compelling reason for any track to be deleted or withdrawn, take-down requests will generally be denied. Any individual track take-downs or removals are at the sole and exclusive discretion of Licensee.

4.19 For clarification, Licensor may request that any individual track be disabled for sale, or deleted from the Sites, or withdrawn from any external distribution, however, such take-downs, deletions, and/or withdrawals are granted on a case-by-case basis at the sole and exclusive discretion of Licensee, and may be denied. This is especially true if the Licensor's reason for requesting a takedown is to license a track exclusively to some third party, which clearly contravenes the perpetual and irrevocable nature of this license agreement.

4.20 The Licensor represents that he has been informed and accepts that any Works that have been downloaded by Users or any third party authorized by RadioPro prior to their withdrawal from the Services may continue to be distributed, shared and reproduced by any means. The Licensor represents that he will hold RadioPro harmless from and against any third-party claims in this respect.

4.21 Licensors shall select either an exclusive or a non-exclusive or a CC License when they publish their Works and Materials on RadioPro, for each Work or for an entire Album. Depending on the type of CC License chosen by the Licensor, Users may benefit from more or less extensive rights on the Works and the Materials of the Licensor. Certain CC Licenses enable Users to make commercial use of the Licensor's Works without compensation for the latter. Should the Licensor wish to participate in the Commercial Programs offered by the RADIOPRO LICENSING service, which may or may not give rise to compensation for the Licensor, it is advisable for the Licensor to preferably opt for a non-commercial CC License (NC) from among the six (6) CC Licenses or the one (1) Exclusive License listed below:

- (1) CC-BY (Attribution) : enables users to distribute, remix, arrange, and adapt the Artist's work, even for commercial purposes, provided that credit of the original creation of the Work is attributed to the Artist by citing the Artist's name.

- (2) CC-BY-SA (Attribution - Sharing under the Same Conditions) : enables users to remix, arrange, and adapt the Artist's Work, even for commercial purposes, provided that credit is given to the Artist by citing the Artist's name and that the creations derived from the Artist's Work are distributed under identical conditions.

- (3) CC-BY-ND (Attribution - No Derivative Works) : allows redistribution, whether or not for commercial purposes, provided that the original work is distributed unmodified and in its entirety, with attribution and citing of the Artist's name.

- (4) CC-BY-NC (Attribution - Non-commercial Use) : enables users to remix, arrange, and adapt the Artist's Work for non-commercial purposes and, although the creations derived from the Artist's Work must credit the Artist by citing the Artist's name and not constitute a commercial use, they shall not be distributed under the same conditions.

- (5) CC-BY-NC-SA (Attribution - Non-commercial Use - Sharing under the Same Conditions) : enables users to remix, arrange and adapt the Artist's work for non-commercial purposes provided that the Artist is credited by citing the Artist's name and that the creations derived from the Artist's Work are distributed under the same conditions.

- (6) CC-BY-NC-ND (Attribution - Non-commercial Use - No Derivative Works): this license only authorizes users to download and share the Artist's Works provided that the Artist is credited by citing the Artist's name, but they may not be modified in any way whatsoever nor used for commercial purposes.

- (7) RadioPro Exclusive License: allows exclusive distribution by RadioPro and its associates for commercial purposes, provided that the original work is distributed unmodified and in its entirety, with attribution and citing of the Artist name, aiming to give rise to compensation for the Licensor.

- (8) RadioPro Non-Exclusive License: allows redistribution by RadioPro and its associates for commercial purposes, provided that the original work is distributed unmodified and in its entirety, with attribution and citing of the Artist name, aiming to give rise to compensation for the Licensor.

4.22 The Licensor grants RadioPro, for the duration the Work is online, the worldwide, royalty free and non-exclusive rights to:

- reproduce and have reproduced, fix and have fixed on any media, publish and have published, broadcast and have broadcast, distribute and have distributed or transfer in any format, the Works and the Materials provided by the Licensor;
- adapt the Works and the Materials in any format to meet RadioPro's or its partners' requirements;
- use the Works and the Materials on any media to promote the Licensor and RadioPro;
- monetize the RadioPro's services by inserting advertisement that may or may not remunerate Licensors.

4.23 The Licensor guarantees that he is the sole right holder on the Work or that he officially represents and has the capacity to commit in the name of all right holders on the Work.

4.24 The Licensor hereby warrants and represents that he/she is the sole and exclusive owner and publisher of all rights, including valid copyright, in the sound recordings and, if applicable, the underlying musical compositions as recorded which will be provided to Licensee (hereinafter the "Works"), or that the Licensor fully controls the publishing of the Works and is authorized by the copyright holder(s) to publish the Works at RoyaltyRev.com for sub-licensing to clients of Licensee for commercial uses. At all times, Licensor shall retain full ownership of the Works.

4.25 The Licensor also guarantees, or guarantees on behalf of the right holders he represents, that he holds sufficient rights on the Work and that he is not bound, in any possible way, to any public or private entity, and especially but not limited to, that he is not a Licensor nor contractually bound to any collecting society in the world, nor any entity performing the same duty, any private company and notably distributing company, broadcaster, producer or label, in a manner that would restrict his right to grant to RadioPro or its Users, the rights and Licenses provided for by the terms of this Agreement.

4.26 The Licensor commits, or commits on behalf of the right holders he represents, not to violate these terms of this Agreement and notably the obligations enumerated in the current Clause, for the duration of Works being on RadioPro, and not act in any manner which may conflict with rights acquired by third parties, notably RadioPro's Users, which may continue after an eventual withdrawal of the Works from RadioPro.

4.27 The Licensor guarantees RadioPro, from and against any claim which may result from the violation of the obligations enumerated in the current Clause.

4.28 The Licensor commits not to promote competitors from RadioPro or RADIOPRO LICENSING on the Services including, but not limited to, Licensors' profiles, Albums' page, Works' pages, forums, chatting area, and pages dedicated to RadioPro or RADIOPRO LICENSING on third parties services (notably social networks).

4.29 The Licensor grants to RadioPro a perpetual, irrevocable, non-exclusive right to represent, market, sublicense, and distribute to clients on a worldwide basis the Works for all types of commercial and consumer uses, for the financial benefit of Licensor, including but not limited to TV shows, films, commercials, games, multimedia projects, theatrical productions, direct-licensed commercial music service (hereafter "CMS uses", also known variously as "environmental music", or "in-store music"), ringtones, digital downloads, etc. The grant of rights to Licensee herewith includes a comprehensive set of rights in and to the Works for Licensee's utilization of the Works in all media, as necessary to perform its obligations defined herein, including but not limited to master use rights, synchronization rights, mechanical rights, streaming rights, duplication rights, public performance rights, distribution rights, ephemeral rights, as well as neighboring/related rights (hereinafter collectively the "Rights").

4.30 Licensor herewith grants to RadioPro the right to represent and market the Works and sublicense the Works and Rights to clients, as well as to distributors, sub-publishers, marketing agents, resellers, channel partners, and other similar licensees (collectively hereafter "Distributors") for further sublicensing and distribution to their clients under the same or similar terms of this license agreement, for the various and similar types of commercial and consumer uses mentioned above, for the benefit of Licensor.

4.31 Licensor may choose to participate in various external distribution opportunities that RadioPro makes available to its vendors. At the commencement of this agreement, and as Licensor adds new Licensees to this agreement, each new Licensor will be automatically opted-in to participate in most of the available external distribution opportunities we provide. Some opportunities require your explicit opt-in.

4.32 Within the first 10 days of adding a new Licensor to the site, Licensor may choose to opt-out of any or all external distribution opportunities. After the first 10 days have passed, permitting any further opt-outs shall be at the sole discretion of RadioPro. For any tracks which have been externally distributed, such distributions are permanent and takedowns are forever prohibited. For clarification, such external licensing activity for any of Licensor's tracks that have been distributed externally shall continue on a perpetual and irrevocable basis and takedowns of the externally distributed content shall be forever prohibited. Any revenue earned via external distribution licensing or sales shall be paid to Licensor in the calendar period following the period in which the revenue was received at RadioPro, and earnings shall continue on a perpetual basis for benefit of Licensor and Licensor's heirs or assigns.

4.33 RadioPro may request the Licensor to complete and sign a Certification at the time the Works are uploaded in which he reiterates some of the obligations enumerated in the current Clause and in the terms of this Agreement.

4.34 RadioPro reserves the right to reject any Licensor or track in its sole discretion. RadioPro does not accept any Works which are participating in any kind of Internet monetization system that involves things such as "music fingerprinting", "ad share", "ad royalties", "ad revenue" or such similar Internet-based music monetization systems, and specifically prohibits the Licensor from entering the Works licensed herein into such monetization systems. This includes a prohibition against the Licensor entering the Works into the following systems, and any such similar systems as the YouTube's Content ID program, Rumblefish monetization at YouTube, CDBaby monetization at YouTube, Adrev, and any other similar "fingerprint-based" music monetization systems at YouTube, SoundCloud, Vimeo, FaceBook, MySpace, Imeem and other social media sites. Participation in these kinds of programs can prevent clients who have duly licensed Works from RadioPro from being able to monetize their own video content as they are properly entitled to do so.

4.35 To help our Licensor community from having their music devalued RadioPro disallows the Licensor's participation for any Works licensed here from being offered for license at "bargain" stock audio sites.

4.36 If Licensor engages in disruptive conduct such as destructive or malicious editing of track data or Licensor data, creating disruptive network activity or traffic, hacking, theft of digital content, or any other type of offensive, problematic, undesirable, harmful or destructive conduct, RadioPro reserves the right to block Licensor from login access to their account at RoyaltyRev.com in perpetuity, or to block information editing capabilities for Licensor within their account, or to otherwise restrict or block Licensor's access to the RoyaltyRev.com and related websites as may be appropriate based on the circumstances of Licensor's disruptive conduct.

4.37 The Works may be downloaded in MP3 format and may be offered in different formats from time to time depending on the evolution of the Services. Third-party software may be required for the downloading of the Works.

4.38 RadioPro does not warrant that the Services will operate without interruption or error, nor that access to the Services will be granted at all times, in particular in the following situations:

- faulty use of the Services owing to unsuitable equipment;
- malfunctions caused by Your Internet service provider; Internet network congestion.

4.39 RadioPro may temporarily suspend the operation of the Services in order to implement improvements or perform maintenance and will use best endeavours to give Members advance notice of any suspension.

4.40 The Licensor hereby warrants to RadioPro:

- that it has full power and authority to enter into this Agreement and to grant the rights and powers referred to and to give RadioPro all permissions and authorities contained in this Agreement;
- that the Licensor owns or controls the Rights in each Work registered or hereafter registered by the Licensor with RadioPro are or will be controlled or administered by the Licensor from the date of such registration or where the Licensor notifies RadioPro on registration that it will control or administer the Work at a later date then from that later date and in either case until such date as the Licensor both no longer controls or administers the Rights in the Work and RadioPro has been notified of this fact in writing either by the Licensor or its successor in title;
- that the Work does not infringe the copyright, trademark, publicity right, common law rights, or any other right of any third party or is otherwise illegal or constitute defamation, invasion of privacy, pornography or any tort injury to any third party.

4.41 The Licensor hereby undertakes to RadioPro:

- to complete accurately the List of Works supplied by RadioPro to the Member;
- to keep RadioPro fully and promptly informed of any changes in the facts and matters referred to in the List of Works or otherwise notified to RadioPro as required by this Agreement and to give RadioPro notification or ensure that RadioPro is given notification of the date on which the Licensor ceases to control or administer the Rights in any Work in any part of the Territory;
- upon the request of RadioPro to supply RadioPro with copies of any document relating to the ownership control or administration of the Rights in the Works or the licensing of such Rights in the possession power custody or control of the Licensor and to use its best efforts to obtain any other such document reasonably requested by RadioPro;
- upon receipt of each distribution statement to check that the Works referred to in that statement and the Rights in respect of which the royalty fees and other monies referred to in that statement are expressed to be paid are controlled or administered by the Licensor and that such Royalties Fees or other monies are due to the Member. The Licensor undertakes to report to RadioPro promptly any inaccuracy of whatsoever nature in that or any other respect and in any event undertakes to repay to RadioPro on demand any monies paid to the Licensor by mistake;
- to do all acts and things which shall be necessary expedient or desirable to give effect to the terms of this Agreement;
- to render such assistance and give such information to RadioPro as RadioPro may reasonably require for the purposes of this Agreement;
- not to appoint as agent another collecting society, including any collection management organization or independent management entity, granting rights and powers in conflict with those given to RadioPro in this Agreement;

- to authorize RadioPro to give immediate notice of this Agreement to any collecting society, collection management organization or independent management entity, or other entity the Licensor is already registered with at the Date of Commencement where the powers and right granted to RadioPro under the provisions of this agreement are in conflict with those given to such society;

- to notify directly any and all collecting societies including any collection management organization or independent management entity, that RadioPro is authorised to collect and pay Royalty Fees pursuant to the terms of this Agreement;

4.42 Each Work is made available to Users under one of the Licenses offered by RadioPro.

4.43 Members commit to use the Work in conformity to these Terms and the License under which the Work has been published, and more generally, not to infringe any intellectual property rights held by Licensors.

4.44 RadioPro offers the possibility for Licensors and Users to insert on their blogs, personal websites, social networks profiles and more generally any website, a software composed of a code, a Widget and a player allowing one or more Works to be played. This insertion, and the way in which the Works are distributed, must comply with the provisions of the Licenses and these Terms. Additionally, they must also comply with the guidelines of Your hosting company.

4.45 The Licensor agrees to hold RadioPro harmless from and against any claims by any third party in relation to any complaint and/or action regarding the insertion and/or distribution of the Works.

4.46 Members undertake not to post inappropriate or abusive content and to act loyally towards RadioPro, its partners and all Users.

4.47 Accordingly, Members undertake to refrain from publishing, by any mean, any content or information, in any form whatsoever:

- that may directly or indirectly harm any third party (natural person, legal person or group of persons);

- that is defamatory, insulting, obscene, immoral, offensive or violent, or that incites any type of political, racist or xenophobic violence (whether physical, verbal or psychological violence), and more generally that violates the laws in force;

- having the nature of personal information concerning a Member or any third party without said person's express consent;

- that infringes the intellectual property rights of their authors and/or other right holders, whether alone or incorporated into or in association with any other content;

- and not using technologies of such a nature as to reduce, disrupt and/or prevent the normal operation of the Services;

4.48 Members undertake not to infringe the intellectual property rights of the content to which Members have access when using the Services.

4.49 Members agree that they are solely liable for the distribution of any text, information, data, hypertext links, music, sound recordings, photographs, drawings, videos, messages, tags or any other Materials through the Services.

4.50 In the event of a failure by a User to comply with any of the provisions of the Terms of this Agreement, RadioPro may, without any prior warning, take any measure and notably shut down the User Account. Furthermore, RadioPro may bring legal proceedings against the User.

4.51 In the event of a claim, complaint or proceedings arising out of wrongful conduct by a User or Licensor that directly or indirectly breach the provisions of these Terms, RadioPro may take action against the User or Licensor whose acts gave rise to the claim, complaint or proceedings.

CLAUSE 5. COMMISSIONS PAYMENTS

5.0 RadioPro shall pay Royalties to Licensor in the amount of 60% of the net licensing revenue attributable to the licensing of the Works by clients and Distributors. This shall apply to all revenue earned internally, via license sales to clients, as well as to any revenue earned externally via any external opportunities.

5.1 RadioPro shall pay an Affiliate bonus to Licensor in the amount of 20% of the net licensing revenue, when the direct license sale is promoted by the Licensor. For example, if a license sale begins using an affiliate link used by the Licensor and the end user buys the license, then the Licensor shall receive 20% of the net licensing revenue as an affiliate bonus and 60% as royalty earnings, totaling 80% of the net licensing revenue.

5.2 For the avoidance of doubt, any fees paid by Clients in connection with any services performed for Client by Licensee, such as research and music supervision services, shall not be deemed part of the licensing revenue, and Licensee shall invoice Clients separately from any licensing fees for such services.

5.3 Licensor agrees to compensate as appropriate and in full any and all rights-holders in its catalog, such as but not limited to composers, lyricists, arrangers, producers, performers, Licensors, vocalists, session players, etc. from the Royalties as received from RadioPro and shall not obligate, nor attempt to obligate RadioPro to make direct compensation to any other or additional rights-holders or third parties from the licensing revenue received by RadioPro.

5.4 RadioPro will be entitled to retain commission from all Royalty Fees actually received by RadioPro from its use and exploitation of the Rights described above relating to the Works and any of them. That commission will be at:

- Background Music of a recording in public spaces, business establishments, hotels, gyms, etc ... via any type of any type of broadcasting of a recording or via dedicated musical services (eg in-store radio): 25%
- Use of a Work or Works in a playlist for use in a programmed format: 25%
- Public performance by third Artist (either live or by use of a recording): 25%
- Use of a Work in a cinema showing: 25%
- Private copying of music: 10%
- Use of a Work on radio or television through any medium except online: 20%
- Performance of a Work online through streaming, download, webcast or otherwise: 25%
- Royalties received by RadioPro for the administration of the rights from other Collective Management Organizations, Independent Management Entity or any other type of organization or agency: 5%
- Mechanical use of a Work on an audio-visual carrier which is not a DVD: 20%
- Mechanical use of a Work in a recording for radio or television: 20%
- Mechanical use of a Work on an physical carrier such as a CD or vinyl and on a DVD (also when in a marketing or promotional campaign): 10%
- Mechanical use of a Work online: 25%

5.5 RadioPro will account via email to the Licensor in reasonable detail for his share of the Royalty Fees due from monies as have been received hereunder within thirty (30) days of the end of each June and December.

5.6 Once Licensor's accumulated royalties are equal or greater than \$100.00, RadioPro shall send payment to Licensor within 45 days after the end of each June and December.

5.7 RadioPro requires Licensor to utilize a PayPal account to receive payment because payment can be issued by RadioPro in a timely manner and avoids potential delays and problems that can occur with mailed checks.

5.8 RadioPro uses PayPal's MassPay service to make payments; for US-based vendors, Licensors are not charged a transaction percentage or fee, by PayPal to receive payment in this way - Licensors receive a full commission amount from RadioPro with no offsets or withholds. For vendors outside the US, a fee of 2% (maximum \$20) is deducted from your payment to cover the fee charged by PayPal to make international payments. For Licensors located in a country which does not accept PayPal payments, wire transfers may be used instead, however, the payment threshold is \$400 (instead of \$25) and a \$40 fee is charged to Vendor to cover the bank costs for RadioPro to disburse payment via wire transfer.

5.9 In calculating sums due to the Member, RadioPro will deduct sales taxes forming part of the monies received and sums charged to RadioPro by arm's length third parties and RadioPro's commission and less adjustments for returns, hardware expenses, agents or re-seller commissions, allowances, refunds, bad debts, overhead, shipping and handling, taxes of any kind and union guild or other third party fees that may be required by contract or the Copyright Act or otherwise, if any.

5.10 All payments to the Licensor shall be subject to:

- the deduction or withholding of any taxes required to be deducted or withheld under the laws of any country in which the relevant Royalty Fees or other sums arise. Upon request by the Member, RadioPro will use its reasonable endeavours to assist the Licensor in reclaiming any taxes by providing the Licensor with such information as is available to RadioPro in relation to the sums deducted or withheld. Where RadioPro has deducted any such sums, RadioPro shall at the request of the Licensor provide a certificate as to the sums so deducted
- reduction by any sum required to be deducted by any bona fide governmental or financial authority because of the blocking of funds in any part of the Territory. Such funds will be placed in an account in the joint names of the Licensor and RadioPro and if and when such funds are released they will form revenue from which an accounting will be due.

5.11 Without prejudice to the specific obligations referred to in this Clause, the Licensor shall comply with any and all obligations imposed on him by the VAT legislation and related or similar in force from time to time and hereby indemnifies RadioPro against all claims demands costs and expenses made against or incurred by RadioPro whether by reason of the Member's failure to comply with such obligations.

5.12 RadioPro will pay VAT on receipt of a proper invoice PROVIDED THAT the Licensor agrees to allow RadioPro to operate any duly authorised self-billing arrangements operated by RadioPro.

5.13 Any amount which RadioPro pays as an advance will be recoupable against all monies due and becoming due from RadioPro to the Member.

5.14 RadioPro undertakes to investigate as soon as practicable any accounting irregularity notified by the Licensor to RadioPro arising out of any distribution to the Licensor or any failure to distribute to the Member.

5.15 The Licensor must however notify any such irregularity as soon as practicable after the Licensor discovers it and the Licensor recognises that RadioPro's ability to carry out an investigation may be limited or in some cases prevented where the irregularity relates to a period more than three (3) calendar years prior to notification of the irregularity. Where as a result of any such investigation RadioPro discovers that it has failed to account correctly to the Licensor RadioPro will rectify this as soon as practicable thereafter.

5.16 Upon request by the Licensor RadioPro undertakes to provide the Licensor with such detailed accounting information relating to one or more of the Works as the Licensor may reasonably require in addition to that which RadioPro is required to supply to the Licensor provided that such information is available to RadioPro.

5.17 RadioPro reserves the right to charge the cost of supplying such additional information to the Licensor and also the cost of providing the Licensor with information or copies of documents which have already been supplied to the Licensor or his predecessor in title.

5.18 RadioPro provides an optional publishing administration service to handle the process of registering your tracks with the PROs, collecting cue sheet information from clients, filing cue sheets and more.

CLAUSE 6. PRIVACY AND PROTECTION OF PERSONAL DATA

6.0 Any data collected may be stored for one (1) year after the Member's last connection. Members have the right to access, modify and rectify, as well as delete the Member's personal data. Members can exercise these rights at any time by sending an e-mail to: legal@royaltyrev.com.

6.1 Solely for the purpose of managing identities with our partners, RadioPro may be required to transfer the Member's personal data to said partners.

6.2 Members are solely liable for communicating their personal data to third parties. RadioPro may not be held liable for the use of the Member's personal data resulting from said communication.

6.3 RadioPro undertakes that it will not without the consent of the Licensor unless directed by any court or governmental authority disclose to any other party except to its professional advisers any document supplied to it by the Licensor in accordance with this Agreement or the Royalties Fees and other sums payable to or paid to the Licensor or any information relating to the same.

CLAUSE 7. DONATIONS

7.0 Users can support Licensors by making donations using the payment service provided by RadioPro and notably Paypal. By using this service, Members are subject to this service's general terms of use and RadioPro may not be held liable for said use.

7.1 The Licensor shall provide the information required for this purpose in his Licensor Account and notably his Paypal account name in order to receive the donations.

CLAUSE 8. INTELLECTUAL PROPERTY

8.0 Apart from the intellectual property rights regarding the Works, RadioPro is the sole holder of the intellectual property rights relating to the trademarks, patents, software, logos, graphics, photographs and animations contained on the Services. They may not be reproduced without RadioPro's express consent.

8.1 RadioPro hereby grants Members a license to use them, strictly limited to accessing, downloading, reproducing on any digital media and use them, for private and personal purposes only, within the framework of the use of the Services and for such time as the Member is registered for the Services.

8.2 When providing RadioPro with content, of any kind whatsoever, excepts for Works which are subject to a specific treatment in these Terms, Members grant RadioPro a worldwide, royalty free license for the duration of the publication of said contents. This license authorizes RadioPro to reproduce, display, translate, digitize and use for advertising, commercial or non-commercial purposes, modify and adapt all of the contents for its Services. RadioPro is also authorized to grant all of these rights to any third party or to any partners, for the exercise of these rights in accordance with the provisions of these Terms.

8.3 RadioPro and RadioPro's Distributors may, in their sole discretion and without compensation to Licensor, utilize the Works and Licensor imagery and related artwork to advertise and promote the Sites and the Works for the purposes of raising public awareness of the Sites and/or the Works themselves, to attract clients to visit the Sites to license the Works or close new licensing deals of any kind.

8.4 RadioPro undertakes to use its reasonable commercial endeavours to protect the Rights in the Works from infringement and to collect the Royalties Fees and other sums arising under licences granted by RadioPro.

8.5 Licensor herewith authorizes RadioPro Ltd (132-134 Great Ancoats Street, Manchester M4 6DE, United Kingdom) to represent and act on behalf of Licensor and Licensor's Rightsholders concerning any issues related to Collecting Societies and Collective Management Organizations (hereinafter "CMOs"), for the purposes of providing any Society-related or Society-required notifications concerning the activity and commerce related to Licensor's music Works.

8.6 Licensor herewith appoints and grants RadioPro Ltd (132-134 Great Ancoats Street, Manchester M4 6DE, United Kingdom), in the name of and on the behalf of Licensor and Licensor's Rightsholders, a limited power of attorney to exercise and perform any acts necessary to facilitate participation in direct licensing commerce, strictly in connection with, arising from, or relating to Licensor's and Licensor's Rightsholders participation, authorizations, rights, and responsibilities concerning CMOs around the world.

8.7 This grant shall include the full power and authority to do, take, and perform each and every act or thing whatsoever necessary or proper to be done, in the exercise of any of the rights and powers granted in this agreement, as fully to all intents and purposes as Licensor or Licensor's Rightsholders might or could do if personally present, with full power of substitution or revocation.

8.8 RadioPro Ltd herewith ratifies and confirms whatever act or thing that RadioPro Ltd shall lawfully do or cause to be done by virtue of this durable limited power of attorney and the rights and powers granted herewith. The rights, powers, and authority granted in this durable limited power of attorney shall commence and be in full force on the commencement date of this agreement and such rights, powers and authority shall remain in full force and effect throughout the term of this agreement. This grant is to be construed and interpreted as a durable limited power of attorney. This durable limited power of attorney shall not be affected by disability of Licensor or Licensor's Rightsholders, except as provided by statute.

8.9 Licensor authorizes RadioPro Ltd, at its own discretion, to enter into Licensing agreements for Licensor's Works with clients and Distributors, on a worldwide basis, for the purpose of licensing the public performance rights, neighboring/related rights, and any other necessary rights required to direct license the Works. For this type of licensing activity, Licensor shall earn licensing fees via direct payments from clients and/or Distributors to RadioPro Ltd.

8.10 Licensor acknowledges and warrants to RadioPro Ltd that this authorization shall not conflict with any prior license agreements to which Licensor, composers, performing artists, producers, sound recording owners, or any other rightsholders in the Works (hereinafter collectively "Rightsholders") may be engaged.

8.11 To the extent which there are any other pre-existing license agreements in effect in which Rightsholders' participation may impede or conflict with RadioPro Ltd's exercise of its authorization to enter into Licensing transactions as provided by this agreement, Licensor agrees to withdraw and compel all Rightsholders represented by Licensor to withdraw from any and all such other conflicting licenses, should any such agreements exist, prior to commencing this license agreement with RadioPro. 8.12 Licensor acknowledges that this license agreement shall cancel, revoke and/or supersede any and all such other conflicting authorizations which may exist for any of the Rightsholders whom Licensor represents and is licensing herein on behalf of, commencing on the effective date of this license agreement.

8.13 Licensor and Rightsholders herewith waive any requirement for any Societies to ever be obligated to pay out or disburse any royalties or so-called equitable remuneration in relation to any uses of Artist's Works, and that Societies shall at all times be exempt from paying royalties and/or equitable remuneration to Artist and Rightsholders in relation to any uses of the Works.

8.14 Artist and Rightsholders herewith agree to forever waive the right to make any claims or demands against Societies throughout the world for royalties or equitable remuneration in relation to any uses of Artist's Works, as transacted by RadioPro.

8.15 RadioPro shall have no obligation to commence or continue proceedings as part of its obligations:

- where in its reasonable opinion after consultation with the Licensor the amount of costs and expenses of such proceedings likely not to be recovered will be more than the amount of damages likely to be recovered;
- where RadioPro has been advised by its lawyers that proceedings should not be commenced or continued on any other reasonable commercial or legal grounds;
- where the relevant dispute is one which involves another Licensor of RadioPro and relates to the plagiarism of any Work or the ownership or control of any Work or the Royalties Fees or other sums arising in relation thereto and RadioPro shall notify the Licensor accordingly when any of the above apply.

8.16 In acting under this Agreement RadioPro shall have the right at its own expense:

- to bring defend take over or intervene in any proceedings of whatsoever nature which relate in any way to the Rights and to conduct maintain and continue any such proceedings before any Court of Justice or Tribunal or other body having appropriate jurisdiction and to submit any such matter to arbitration;
- to compromise or abandon any such proceedings or arbitrations and disputes or claims relating in any way to the exercise of the Rights.

8.17 RadioPro shall have the right to use the name of the Licensor as plaintiff defendant or intervener in any proceedings to which this clause applies but only after the Licensor has consented thereto.

8.18 Where RadioPro has declined to take proceedings for infringement of the Rights in any Work or the recovery of any royalties or fees due in respect thereof the Licensor shall then have the right on written notice to RadioPro to take such proceedings at the Member's own expense. In this event, any damages for such infringement and for any such royalties and fees recovered by the Licensor shall belong to the Licensor absolutely and RadioPro shall not be entitled to any further commission.

8.19 The Licensor hereby agrees to indemnify RadioPro against all costs actions proceedings claims or demands against RadioPro and all costs (including legal costs on an indemnity basis) damages or expenses which RadioPro may incur:

- as a result of the breach of any warranties or undertakings contained in this Agreement;
- arising out of any valid claim either that the Licensor is not entitled to appoint RadioPro as agent or that any Work or the use or exploitation thereof infringes the copyright in any other work of any nature or is not subject to copyright or is defamatory or criminally obscene.

CLAUSE 9. LIABILITY

9.0 RadioPro may not be held liable neither regarding third party content and services, nor for the content published on Services by Users, without a prior notification.

9.1 RadioPro have no general obligation to monitor content transferred or stored via its Services. If Members find or consider that content on RadioPro is manifestly illegal or violate these Terms they can send a notification by e-mail to legal@royaltyrev.com or click on the link "Report abuse or copyrighted content" located on Works' pages. Members may also consult the page "Report Abuse" in which they will find more information about the procedure to respect in order to report an abuse.

9.2 RadioPro may not be held liable in case of any damages, direct or incidental, including but not limited to profit or customers loss, loss of data or information stored on the Services, all Users being advised to store a backup copy of all their data and contents stored on the Services.

9.3 Licensor shall fully indemnify, defend and hold harmless RadioPro from all loss, damage and expense (including reasonable attorney's fees), and to fully reimburse RadioPro for any losses arising out of or connected with any claim by a third party which is inconsistent with any of Licensor's warranties in this agreement, or by reason of any adjudication invalidating the Licensor's copyrights in the Works which results in a final, adverse, non-appealable judgment or a settlement entered into with Licensor's consent.

9.4 RadioPro shall be entitled to recover any and all costs and expenses, including, without limitation, reasonable attorney's fees in enforcing this agreement and the provisions of this agreement against Licensor.

9.5 RadioPro's Services may include links to other websites, and services and contents provided by third parties, including but not limited to social networks sharing buttons (for example Twitter and Facebook). RadioPro does not have the control on these services and contents nor on websites accessible by said links.

9.6 RadioPro's liability may not be held for the use of these materials provided by third parties. By using these services, Members accept to be subject to the service's terms of use and/or privacy policy.

9.7 Licensor agrees to take no action which is intended, or would reasonably be expected, to disparage or harm RadioPro or its reputation, or which would reasonably be expected to lead to unwanted or unfavorable publicity for RadioPro, any of its employees, Licensors, associates or partners.

9.8 For purposes of this section, "disparage" shall mean any negative statement, whether written or oral. The parties agree and acknowledge that this Non-Disparagement clause is a material term of this Agreement, the absence of which would have resulted in RadioPro refusing to enter into this Agreement. In the event Licensor breaches any component of this Non-Disparagement provision at any time, Licensor acknowledges and agrees that it would be impractical or extremely difficult to ascertain the amount of actual damages to RadioPro.

9.9 For this reason, Licensor agrees that any violation of the Non-Disparagement provision of this Agreement shall result in the imposition of liquidated damages, and not as a penalty, in the amount of Five-Thousand Dollars (\$5,000.00 USD), per each occurrence, to be paid by Licensor to RadioPro, which represents the reasonable compensation for the loss incurred because of the breach. Licensor herewith agrees that payment for such damages, should any occur as a result of Licensor's conduct, may be withheld from Licensor's earnings as a result of participation in this license agreement once Licensor has been advised of such withholding by RadioPro via a standard email notification.

9.10 By way of explanation, RadioPro has found this non-disparagement clause to be necessary due to various Licensors commencing a license to RadioPro and then subsequently attempting to unilaterally breach one or more material terms of this license, and upon denial of permission for such a breach by RadioPro, Licensors have unfairly disparaged RadioPro on social media and elsewhere. Licensor and RadioPro herewith mutually agree that this non-disparagement clause is a fair and equitable means to discourage such inappropriate conduct by Licensors and Licensor herewith agrees to refrain at all times from such disparagement.

9.11 All communications between Licensor and RadioPro (and any staff at RadioPro) will be held in strict confidence at all times. Further, all information available in the RadioPro Websites shall be deemed to be privileged information also to be held in strict confidence at all times.

9.12 Members recognize that any breach or disclosure of confidential information to unauthorized parties will result in irreparable injury to RadioPro and that monetary damages alone will be an inadequate remedy in such case, and receiver therefore agrees that RadioPro may, if it so elects, institute and prosecute proceedings in any court of competent jurisdiction, either in law or in equity, to obtain damages for any breach of this agreement, or to enforce the specific performance of this agreement by you, or to restrain or enjoin you or any person associated with you from all activities in violation of this agreement.

CLAUSE 10. TERMS MODIFICATION

10.0 RadioPro may modify these Terms at any time. Unregistered Users shall refer to the latest version available on the RoyaltyRev.com website. Registered Licensors will be informed of the modifications through their User Account or through a newsletter.

10.1 Without manifestation by the User of his will to unregister from RadioPro, the new version of the Agreement shall be considered as tacitly accepted fifteen (15) days after the notification to the User by RadioPro of the existence of a new version.

CLAUSE 11. SEVERABILITY

In the event that one of the Clauses of the Terms of the Agreement is held to be invalid, the parties hereby agree that the other Clauses of the Agreement shall remain valid and that the Agreement will remain in full force and effect.

CLAUSE 12. APPLICABLE LAW

12.0 These Terms are governed by the laws of the State of Wyoming and the laws of the United States of America. Any dispute relating to their interpretation and/or their execution shall be referred to the State of Wyoming in the United States of America jurisdictions excluding any other competent jurisdiction.

12.1 RadioPro shall deliver all notices required under this Agreement to the email address provided by the Licensor to RadioPro. Any notice to be delivered to RadioPro shall be addressed to the principal office of RadioPro as indicated in this Agreement or to the email address from time to time provided by RadioPro.

12.2 Licensor is strictly prohibited from assigning this license to any other party without the written consent of RadioPro, and this license shall be binding upon the heirs, successors and legal representatives of the Parties. RadioPro may assign this license to any successor or purchaser at any timer.

12.3 This License Agreement is made in Wyoming, and shall be governed by and construed in accordance with the laws of the United States of America and of the State of Wyoming, with specific jurisdiction assigned to the court systems in the city of Sheridan, Wyoming. Any cause of action by Licensor with respect to this agreement must be instituted within one year after the claim or cause of action has arisen or further action is forever barred.

12.4 RadioPro may transfer or assign all or portion of its rights to any person, corporation or entity, provided that such person, corporation or entity assumes all obligations of RadioPro herein in writing.

12.5 This agreement represents the full and complete understanding between the parties. If any clause of this agreement is held to be invalid, the agreement continues in effect with all other clauses in effect.

12.6 Nothing herein shall be construed to create a partnership, joint venture, employer employee or agency relationship.

12.7 Termination of this Agreement will not affect any licences granted or agreements entered into by RadioPro in relation to the use and exploitation of the Works.

12.8 By submitting a Licensor Application to participate as a Licensor at RadioPro, and by your continuing participation at RadioPro, you hereby tacitly acknowledge consent to all of the terms of this agreement.

12.9 Right to legal representation. Licensor represents and warrants that Licensor has read this Agreement and Licensor understands that this is an important legal document. Licensor hereby represents and warrants that Licensor has been advised of its right to seek independent legal counsel in connection with the negotiation and execution of this agreement and that Licensor has either retained and has been represented by such legal counsel or has knowingly and voluntarily waived its right to such legal counsel and desires to enter into this agreement with the benefit of independent legal representation.