

Charlotte MacInnes -w- Atlantic
Recording Agreement Summary
As of October 14, 2025

Term: The Term of the agreement will last for one initial contract period PLUS three optional contract periods. It is Atlantic's choice as to whether they decide to exercise the options. If Atlantic does not exercise any option, then the Term would end.

Recording Commitment: Charlotte must deliver two EPs in the initial contract period and one album in each optional contract period (if any). The first EP is due within 6 months of signature of the agreement and the second EP is due within 9 months from signature. If an option is exercised, the album shall be due within 6 months from the start of the applicable contract period. Any recordings delivered during each contract period in excess of the number required shall not count towards Charlotte's recording commitment for any other period. Each EP must be at least 7 tracks of different compositions. Each album must have at least 35 minutes of playing time and embody at least 11 tracks of different compositions.

Advances/Recording Funds (i.e., recording funds include both in pocket advances and the money needed to pay for recording costs):

- Initial Contract Period: \$125,000 Advance paid as follows:
 - o \$75,000 on signature
 - o \$25,000 on delivery of first EP
 - o \$25,000 on delivery of second EP
- First Optional Contract Period: \$400,000 Recording Fund
 - o Payment Timing: 50% due on approval of recording budget, any amounts remaining from recording fund will be paid after delivery of the final recording due for that period.
- Second and Third Optional Contract Periods:
 - o Recording Funds: 70% of Charlotte's US and UK royalties from the prior album within 18 months of release of the previous album, including a reasonable "pipeline" estimate subject to the below minimums and maximums.
 - o Second Optional Period:
 - Minimum: \$450,000
 - Maximum: \$700,000
 - o Third Optional Period:
 - Minimum: \$550,000
 - Maximum: \$900,000
 - o Payment Timing: 50% of minimum due on approval of recording budget, any amounts remaining from recording fund will be paid after delivery of the final recording due for that period.

Back End Compensation:

- Record Royalties: On all exploitations of the recordings in the US, Charlotte shall receive the following topline royalties (subject to standard territorial and configuration reductions and deductions):
 - o Initial Period 18%
 - o First Option Period 19%
 - o Second Option Period 20%
 - o Third Option Period 21%
 - o Escalations: The topline royalties shall increase as follows:
 - For Individual Tracks:
 - Downloads/streams of more than 1,500,000 track equivalents: +0.5%
 - Downloads/streams of more than 3,000,000 track equivalents: +0.5%
 - For Albums:
 - Sales of more than 500,000 album equivalents: +0.5%
 - Sales of more than 1,000,000 album equivalents: +0.5%
- Merchandise Net Profits: Charlotte will receive 50% of profits derived from merchandise sales.
- Mechanical Royalties: 100% of statutory rate in US and Canada with a cap of 12x per album.

Exclusivity/Rights: Charlotte is exclusive to Atlantic for recording during the Term. This means that Atlantic owns all recordings made by Charlotte (prior to and) during the Term (except The Deb recordings which are owned by Amanda Ghost) and that she cannot make recordings for other parties without Atlantic's approval during the Term. As a practical matter, issues of exclusivity might come up if she wants to collaborate on a record that will be released by another record label, if she wants to record a song to be included in a movie, tv show or online content, if one of her live performances is to be recorded and broadcast or streamed, etc. Any of these types of recordings would require Atlantic's permission and involvement in the deal.

Re-Recording Restriction: Charlotte cannot re-record any song recorded for Atlantic until the later of 5 years from the date of delivery of the recording of that song and 2 years after expiration or termination of the Term. If a record is not released by Atlantic within 2 years after the end of the Term, then Charlotte can re-record such composition at the end of the 2-year period. Additionally, for 7 years after the re-recording restriction period, Charlotte cannot re-record more than 4 songs for inclusion on any record. Artists are incentivized to re-record their music after the Term in an attempt to circumvent the label's ownership of their music. The record companies have placed more restrictions on artists since Taylor Swift re-recorded her music.

Tour Support: Atlantic will contribute up to \$50,000 for approved deficit financing for 1 tour occurring during the initial contract period.

Independent Publicity: Atlantic will consider in good faith Charlotte's request to engage an independent publicist in the US and/or UK.

Recording Approvals: All of the following are subject to Charlotte's and Atlantic's mutual approval:

- Featured artists
- Producers
- Mixers
- Compositions to be recorded
- Studios
- Budgets

General Approvals: During the Term (and after, if indicated), Atlantic cannot do any of the following without Charlotte's approval:

- Non-financial elements of marketing plans
- Selection of singles or emphasis tracks
- Record packaging
- Release records as premium records
- Release preliminary or unfinished versions of records delivered under the agreement (this will continue to apply after the Term)
- Require Artist to perform for the making of a video that is over thirty (30) minutes in duration and consists of Charlotte's audiovisual performances of various musical compositions, but if she performs, such performance is deemed consent
- Require Charlotte to perform for any joint recording (i.e., perform with another artist), but if she performs, such performance is deemed consent
- Require Charlotte to perform any "live" recording, but if she performs, such performance is deemed consent
- Edit or remix for commercial use any recording excluding creating altered tempo versions; adapting a recording for inclusion on any new format, playlist, product or service; editing to remove profanity or other sensitive language; or permitting end users to use remixing technology (this will apply after the Term)
- Re-sequence any physical records (this will apply after the Term)
- License any recording for a motion picture soundtrack, television program, video game or advertisement (other than advertisements for or relating to Charlotte or her activities) (this will apply after the Term)
- License any recording for use as a "sample" in another recording (this will apply after the Term)
- License any recording for use in a political endorsement or an advertisement relating to alcohol, tobacco or personal hygiene products (this will apply after the Term)
- License more than 1 recording for coupling (e.g. compilations)
- Charlotte will have meaningful consultation (not approval) on label branding on physical records

Videos:

- Approvals: Charlotte has approval over the song for the video (but singles/emphasis tracks are deemed approved) and all material creative aspects of the production.
- Treatment of Costs: 100% of production costs are recoupable from video royalties but if such amounts are insufficient to cover recoupment, 50% of such costs can be recouped from record royalties (unless the video costs over \$100,000 in which case all costs can be recouped from all royalties).

Entertainment Activities: For entertainment activities sourced by Atlantic during the Term, Charlotte shall pay Atlantic 10% of gross revenues.

Merchandise: Atlantic will have the exclusive right to create and sell merchandise using 3 exclusive designs approved by Charlotte.

Marketing and Promotion: Charlotte shall comply with Atlantic's reasonable requests to promote her career including in person appearances; all travel will be paid by Atlantic pursuant to a budget Atlantic pre-approves.

Social Media: Charlotte retains the right to own, control and administer her social media sites but Charlotte will post as requested by Atlantic and if she links to music she'll use the links provided by Atlantic. If Charlotte refuses to post, then Atlantic will have the right to do so in her place.

Websites: Atlantic will have the right to establish websites relating to the Charlotte

- Approvals: Charlotte will have approval over:
 - o The look and feel of the initial design (an any major redesign) for each site
 - o Inclusion of any music that primarily promotes another artist
 - o Any advertisement solely on Charlotte's sites
 - o Charlotte will have the right to request that Atlantic remove material from the site that Charlotte hasn't previously approved
- Reversion: The rights to CharlotteMacinnes.com will revert to Charlotte after the Term if she provides Atlantic notice. However, Atlantic can still have its own Charlotte-related websites relating to the music it owns after the Term.
- Data: Charlotte must collect and share data from the websites with Atlantic.

Release Commitment: Atlantic must release each album or EP within 90 days after delivery in the following territories:

- United States
- Canada
- The United Kingdom
- France
- Germany
- Italy
- Spain
- Australia
- Japan
- Ireland
- Belgium
- Netherlands
- Luxemburg
- Norway
- Sweden
- New Zealand
- Mexico
- Canada