

THIS AGREEMENT is made the 10th day of July 2024
BETWEEN:

CHARLOTTE MACINNES
of

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(hereinafter called "the Writer")

- and -

WARNER CHAPPELL MUSIC LIMITED

of
Electric Lighting Station
46 Kensington Court
London W8 5DA

(hereinafter called "WCM")

- and -

AMANDA GHOST PRODUCTIONS LIMITED

of
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(hereinafter called "Amanda Ghost")

(WCM and Amanda Ghost together herein referred to collectively, jointly and severally, as the "Publisher" which expression shall include the Publisher's successors in title and permitted assigns)

IT IS HEREBY AGREED as follows:

1. DEFINITIONS

In this Agreement the following terms shall have the following meanings:

- 1.1 "Affiliate" shall mean any company which owns or is owned by, or under the same ownership as, the Publisher from time to time.
- 1.2 "Album" shall mean a long-playing studio recorded record or compact disc or equivalent digital format or multiple set of such records or compact disc(s) with a playing time of not less than 35 (thirty five) minutes and comprising no fewer than 8 (eight) different musical works (excluding remixes and arrangements thereof) on each format (but not a "live", "Best of", "Outtakes", "B-Sides", "Bonus", "Deluxe" or

- 1.8 “Pipeline Income” shall mean a bona fide estimate of the Writer’s share of mechanical reproduction and public performance income (excluding the so-called ‘writer’s share’ thereof) calculated pursuant to the terms hereof received by (or credited to by way of recoupment of a previously paid advance) and processed by the Publisher or its sub-publishing licensees in the UK, USA, Canada, Australia, Germany, France, Spain, Italy, Scandinavia and Italy, but not yet credited or paid to the Writer as at the relevant date when such estimate is made.
- 1.9 Intentionally deleted.
- 1.10 “Recording Agreement” shall mean an agreement between the Writer (or any third party entitled to the services of the Writer as a recording artist and/or the product of such services) and a record company pursuant to which the record company is entitled to the recording services of the Writer and/or the product thereof or the services of the Writer as a producer.
- 1.11 “Rights Period” shall mean in relation to each Composition the Term and any extension thereto together with the period specified in clause 11 hereof.
- 1.12 “Single” shall mean a single playing studio recorded compact disc or equivalent digital format which would qualify for inclusion in the Music Week official UK Singles chart or Billboard Hot 100 (as applicable) should sufficient sales levels be achieved provided that such Single is supported by a bona fide marketing campaign by the Approved Record Company (including without limitation a supporting promotional video (which shall be a full-length “official” video (and not a lyric video or other placeholder video) created by or for such Approved Record Company or evidence of such Approved Record Company’s servicing to radio of the recording) and provided that such Single is either (a) subject to the payment of mechanical royalties at the then prevailing industry standard rates, or (b) subject to the payment of mechanical royalties pursuant to a Recording Agreement the relevant terms of which the Publisher has approved.
- 1.13 “Term” shall mean the Initial Period together, if applicable, with the Option Period.
- 1.14 “Territory” shall mean the World and Universe.

2. OBLIGATIONS OF THE WRITER

- 2.1 The Writer hereby agrees that all Compositions shall be delivered to the Publisher hereunder together with all relevant copyright information relating thereto (which shall include without limitation the agreed writer splits and the full details of each writer or publisher with an interest in the relevant musical work) promptly upon execution hereof or the writing or composition thereof (whichever is later). Such delivery shall be deemed to be a confirmation of assignment in the terms set out in Schedule 3 attached hereto.
- 2.2 Such information shall include the individual writer shares which shall be irrevocable save as set out in this clause. Notwithstanding the foregoing, the Publisher shall not incur any liability to the Writer with respect to any exploitation of any Compositions as a result of the Writer's failure to promptly or accurately supply the relevant copyright information required hereunder. The date of receipt by the Publisher from the Writer of a lead sheet or demonstration recording together with a legible lyric sheet of each Composition together with the relevant copyright information specified in clause 2.1 above shall be deemed to be the date of delivery thereof for the purposes of this Agreement.

and/or the right to make a dramatico/musical work of the Composition(s) and/or to license the Composition(s) in a dramatico/musical work;

- (c) the sole and exclusive right to reproduce and exploit the Compositions by means of mechanical and/or digital reproduction by way of record or other sound bearing contrivance and/or visual image producing contrivance (including, but without limitation, all forms of videos and CDs or other digital or electronic formats) or other device now known or hereafter to become known;
- (d) the sole and exclusive right to broadcast or rebroadcast the Compositions by means of radio or television and by any other means whatsoever, including broadcasts transmitted from transmitters situated in the Territory wherever the same may be received, and to transmit the Compositions to subscribers to a diffusion service by any means whatsoever, whether with or without visual images, and the Publisher will exploit the same subject always to the terms of any blanket agreements from time to time in force in the Territory insofar as applicable;
- (e) the sole and exclusive right to arrange and adapt the Compositions and to translate the lyrics and libretti thereof into languages of the Universe and to make any changes and additions of new matter in the titles lyrics text and music of the Compositions. Where the same are licensed or authorised by the Publisher it shall use its reasonable endeavours to ensure that such arrangements adaptations translations changes and additions shall (subject always to applicable laws and the rules of mechanical and performing right societies in each territory of the Territory) be assigned to the Writer but the same shall be subject to the terms of this Agreement.

The remuneration of any arrangers, adaptors and translators shall be governed by the relevant rules of the performing right societies, mechanical right societies and other collection agencies to which they and/or the Publisher, or its agent or licensee, shall belong. If no such rules are applicable then their remuneration shall be in accordance with industry standards;

- (f) the sole and exclusive right to grant worldwide perpetual or limited licences in respect of any audio visual production originating in the Territory to third parties to reproduce and exploit the Compositions by means of synchronisation with any cinematograph film, television film or production, videocassette or disc or computer game or any other visual image producing device now known or hereafter to become known subject always to the terms of any blanket agreements from time to time in force in the Territory;
- (g) the sole and exclusive right to reproduce, encode in any material manner or form, use and/or exploit the Compositions and/or to license others to reproduce, use and/or exploit the Compositions throughout the Territory by way of digital transmission, so called "streaming", making available, broadcast or dissemination including without limitation via the Internet, and the same shall be exploited by the Publisher subject always to the terms of any blanket agreement in force at the relevant time insofar as applicable.

The Publisher shall be entitled to use extracts of the Compositions (including recordings of the Compositions approved by the Writer and where required licensed by the Publisher not exceeding 45 (forty-five) seconds in duration) on

- 5.4 Notwithstanding anything to the contrary contained in this Agreement the Publisher shall not without the prior written consent of the Writer but subject always to the rules and regulations of the relevant local collection society and/or to any blanket agreements:
- (i) grant a synchronisation license in respect of the use of any Composition in any audio-visual production including without limitation a motion picture, television programme, online (or similar) programme, video/computer game, advertisement or third party promotional material (such as political, social or religious materials) or any podcast;
 - (ii) license or authorise any material changes, adaptations, arrangements or translations to any of the Compositions;
 - (iii) exercise or authorise the exercise of any “grand” or dramatic rights in respect of any Composition;
 - (iv) grant or permit the grant to any third party of the first mechanical licence in respect of any Composition within twelve (12) months after delivery of the Composition concerned. Where the Writer so requests the Publisher shall grant or permit the grant of such licence (upon request from the Writer) to the Writer or any entity nominated by the Writer provided such licence is upon the usual industry rates at the relevant time or on rates set out in any Recording Agreement the relevant terms of which the Publisher has approved;
 - (v) grant or permit the grant to any third party of any Composition (or part thereof) for use as a so-called sample;
 - (vi) print, copy or otherwise graphically reproduce and/or publish the Compositions for the purpose of song books, lyric books or similar;
 - (vii) license any Composition for a “premium record” or a product endorsement or commercial tie-up or for so-called “merchandising” purposes; or
 - (viii) the use of the title of, or lyrics from, any Composition separately from the Composition itself for so-called “merchandising” purposes;
 - (vix) the commercial or other public exploitation of any demonstration recordings owned by the Publisher;

provided that such consent shall not to be unreasonably withheld or delayed by the Writer in such case.

- 5.5 In addition to the foregoing the Writer hereby grants to the Publisher the following rights during the Rights Period within the Territory:-

- (a) the non-exclusive right to use and to authorise or permit others to use the Writer's approved name and professional name, approved photographs, approved likenesses, approved portraits, approved images, approved autograph facsimiles and approved biographical material solely in connection with the use and/or exploitation of the Compositions hereunder and in approved publicity for the Writer and/or the Publisher. Approval pursuant to this sub-clause 5.5(a) shall be deemed given if such likenesses, photographs or biographical material

- 6.1 Notwithstanding anything herein contained, if in the case of any Composition there has not taken place in any part of the Territory at any time before the expiry of a period of 2 (two) years from the expiry of the Term:
- (a) a recording of such Composition on a record or other sound bearing contrivance and/or visual image producing contrivance or device which is distributed to the public in any manner; or
 - (b) the publication of such Composition in printed or digital form distributed in reasonable commercial numbers through normal retail outlets in the Territory for sale to the public; or
 - (c) the grant of a licence for the synchronisation of such Composition with any cinematograph film, television film or production or advertisement, video or disc or computer game or any other visual image producing device; or
 - (d) any other commercial exploitation of such Composition for a fee equal to or in excess of £50 (fifty pounds).

then the Writer shall be entitled to give notice in writing to the Publisher at any time after the date of the expiry of the said 2 (two) year period specifying the Compositions which have not been so exploited.

- 6.2 If none of the uses referred to in paragraphs (a) to (d) inclusive of sub-clause 6.1 above has in fact taken place prior to receipt of such notice and does not take place in respect of such Composition within a further period of 3 (three) months from the date of receipt of such notice by the Publisher, then with effect from the expiration of such 3 (three) month period the Publisher shall reassign to the Writer all rights hereby assigned to the Publisher in respect of such Composition, and upon such reassignment the Writer shall have no further claim whatsoever against the Publisher in respect of the non-exploitation of such Composition.

7. ROYALTIES

- 7.1 The Publisher undertakes to credit the Writer's royalty account with the royalties specified in this clause 7 below which have been received by the Publisher (or credited to the Publisher by way of recoupment of a previously paid advance) from the use and/or exploitation of the Compositions in the Territory.
- 7.2
- (a) 12.5% (twelve and one half percent) of the retail selling price in the country of manufacture of every printed edition in the form of regular single sheet music of Compositions, and 10% (ten percent) of the retail selling price in the country of manufacture of every printed edition in the form of educational publications, orchestral or band parts containing solely Compositions, which is published and sold by the Publisher and is paid for and not returned.
 - (b) A pro-rata proportion of 12.5% (twelve and one half percent) or 10% (ten percent), as the case may be pursuant to paragraph (a) above, of the retail selling price in the country of manufacture of every printed edition containing Compositions together with other musical works, which is published and sold by the Publisher and is paid for and not returned.
 - (c) 75% (seventy five percent) of all mechanical reproduction fees and royalties.

including without limitation the commission charged by the Writer's Society and the speed and efficiency of its payments to the Writer. In such case, the Publisher may require the Writer to execute and deliver to the Publisher or to the Society any further documents that may be reasonably necessary to withdraw the digital performing rights in the Composition(s) to give effect to the foregoing. If the Publisher elects as aforesaid, then the Publisher shall exclusively administer the digital performing rights in the Composition(s) and shall be entitled to collect the total amount of any digital performing income (that is, both the so-called "publisher's share" and the so-called "writer's share" of such income) and the Publisher shall pay to the Writer the relevant percentage of the applicable "writer's share" of such income in full without deduction and without regard to recoupment but otherwise in accordance with the accounting provisions hereof. The Writer hereby grants to the Publisher a limited and specific irrevocable power of attorney coupled with an interest solely in respect of the Composition(s) for the duration of the Rights Period authorising the Publisher to withdraw the digital performing rights in the Composition(s) from the Society in accordance with the foregoing in the Writer's name should the Writer fail to execute and deliver such documents within ten (10) working days of the Publisher's request.

- (d) The Writer confirms and agrees that the Publisher shall register the performing rights in the Writer's Compositions in the United States of America with ASCAP.

7.5 The royalty rates provided for in sub-clauses 7.2 hereof shall be computed upon 100% (one hundred percent) of the gross earnings received by the Publisher or its sub-publishing licensees (or credited thereto by way of recoupment of a previously paid advance) "at source" directly and identifiably attributable by title to the use and/or exploitation of the Compositions in the Territory after allowing for the following deductions only:

- (a) VAT and any other such sales taxes required to be deducted in any part of the Territory, and
- (b) standard commissions deducted by bona fide performing right societies, mechanical right societies or any other collection agencies established in any part of the Territory; and
- (c) any amount paid by way of remuneration to arrangers, adaptors and translators in accordance with sub-clause 5.1(e) above; and
- (d) any actual, verifiable, third party fees paid by the Publisher to any:
- i) Publisher's agents for renting copies of Compositions via its hire library and/or licensing amateur theatrical uses; and/or
- ii) Only if and to the extent pre-approved by Writer in writing, Publisher's agents engaged for the purpose of exploiting the Compositions including without limitation procuring synchronisations, commissions or other exploitation of the Compositions or the services of the Writer

PROVIDED ALWAYS THAT any such agents shall not retain a fee in excess of 15% (fifteen percent).

deregisters from any VAT billing scheme, the Writer hereby warrants that they will immediately inform the Publisher. In the event of any breach of such warranty, without prejudice to any other remedies available to the Publisher, the Publisher shall be entitled to:

- (a) on demand, seek from the Writer, repayment of all VAT overpayments made by the Publisher to the Writer from the date of any VAT deregistration;
- (b) seek to recover all VAT overpayments made by the Publisher to the Writer from the date of any VAT deregistration through the reduction of any advances, fees or royalties that would otherwise become payable to the Writer under this Agreement; or
- (c) seek recovery of such VAT overpayments through a combination of both sub-clause 7.10(a) and (b).

8. ADVANCE PAYMENTS

8.1 The Publisher agrees to make to the Writer during the Term the following advance payments on account of fees and royalties otherwise payable to the Writer hereunder:

(a) DURING THE INITIAL PERIOD

- (i) £30,000 (thirty thousand pounds) promptly following the full execution of this Agreement and on receipt of a valid invoice;
- (ii) £3,500 (three thousand five hundred pounds) which such sum shall be paid promptly following the execution and exchange of this Agreement and on receipt of an invoice from the Writer's lawyers, Ziffren Brittenham LLP, as a fully recoupable contribution to the Writer's legal fees incurred in negotiating this Agreement. Receipt of the sum set out in the preceding sentence by the Writer's lawyers shall be deemed to be a valid and binding discharge of the Publisher's obligation to pay such sum to the Writer. This sub-clause 8.1(a)(ii) shall not confer on the Writer's lawyers any direct entitlement to payment or any direct rights as against the Publisher whether pursuant to the Contracts (Rights of Third Parties) Act 1999 or otherwise;
- (iii) £10,000 (ten thousand pounds) to be used towards travel costs directly associated with songwriting (including the costs of obtaining a US visa), equipment costs, development and recording and production costs directly associated with songwriting during the Initial Period, which budget shall be administered by and subject to the prior written approval of the Publisher (not to be unreasonably withheld or delayed) (payments by the Publisher pursuant to this sub-clause 8.1(a)(iii) shall only be made on receipt of the relevant invoices or other appropriate documentation and the Writer acknowledges that the travel and recording costs incurred by the Publisher on the Writer's behalf prior to the date of signature hereof shall be deducted from the drawdown fund accordingly);
- (iv) £20,000 (twenty thousand pounds) promptly following the later of fulfilment of the minimum commitment requirements set out in clause

royalties otherwise payable to the Writer as at the end of the same semi-annual accounting period (irrespective of whether the Publisher has received an invoice from the Writer in respect of such advance).

- 8.6 The Writer shall supply the Publisher with an invoice in respect of advances due hereunder and the Publisher shall be entitled to delay payment until 14 (fourteen) days following receipt of such invoices but the Publisher shall nevertheless be entitled to pay the advances on or after the date they otherwise are due notwithstanding that the Publisher has not received an invoice.

9. ROYALTY ACCOUNTS

- 9.1 True and correct royalty accounts shall be kept by the Publisher in respect of the Compositions and shall be maintained in the currency of account of the Publisher, the rate of exchange (if applicable) being that prevailing at the date when the relevant payments are received by or credited to the Publisher from or by its sub-publishing licensees. Royalty statements shall be prepared by the Publisher in respect of each quarter year accounting period ending 31st March 30th June 30th September and 31st December in each year and shall show all monies actually received by or credited to the Publisher and processed and computed as being due under this Agreement. Such statements shall specify, inter alia, the nature and source of all such monies. Such statements shall be made available to the Writer in accordance with this clause 9(1) within 90 (ninety) days after the end of each accounting period together with a remittance by the Publisher to the Writer of all sums thereby shown to be due save where the amount to be paid is less than £100 (one hundred pounds) in which case such amount shall not be paid but shall be carried forward to the end of the next accounting period until the aggregated sum(s) of such royalties carried forward is £100 (one hundred pounds) or more.

The Writer hereby agrees that:

- (i) promptly following execution hereof the Writer shall register with the Publisher’s internet royalty portal system via which royalty statements shall be made available for the Writer to view at the applicable time;
- (ii) the Writer shall at all times during the Rights Period of this Agreement keep the Publisher furnished with at least 1 (one) valid and secure email address (or such other form of digital communication as may be agreed from time to time) (currently email address: [REDACTED]) (the “Royalty Address”) to which such statements shall be sent; and
- (iii) a notification that a royalty statement is available to view via the royalty portal system in respect of a particular accounting period sent to the Royalty Address shall be deemed to be a valid and binding discharge of the Publisher’s obligation to make available the statement in question to the Writer in accordance with this clause 9.1.

- 9.2 All payments made to the Writer hereunder shall be made to the following bank account:

Bank name: [REDACTED]
 Payee name: [REDACTED]
 Account Number: [REDACTED]

provided always that the total period of such extension shall not exceed 1 (one) year (“the Initial Period”).

- 10.2 Notwithstanding the foregoing, the Initial Period shall be deemed not to commence and no advance payments shall be deemed to be payable to the Writer pursuant to clause 8 hereof unless and until the Writer shall have furnished the Publisher full and complete details of the Compositions to be listed in Schedule 2 hereto.
- 10.3 The Writer hereby grants to the Publisher an option to extend the Term for 1 (one) additional period of 3 (three) years provided that if, on the date the Option Period would otherwise expire, all advance payments paid to the Writer in accordance with the terms of this Agreement shall not have been Recouped by the Publisher (taking into account Pipeline Income), the Option Period shall be extended until the date that all advance payments paid to the Writer in accordance with the terms of this Agreement shall have Recouped (taking into account Pipeline Income) and the Term shall extend accordingly provided always that the total period of such extension shall not exceed 1 (one) year (“the Option Period”).
- 10.4 Notwithstanding the foregoing, the Writer agrees that in the event that the Writer does not receive any notice from the Publisher in accordance with the provisions hereof, the Writer shall so notify the Publisher in writing and the Publisher shall have 30 (thirty) days from the Publisher’s receipt of such notice to notify the Writer of its exercise of such option. For the avoidance of doubt, in the event that the Publisher does not so notify the Writer within the 30 (thirty) days provided herein, the Publisher shall be deemed to have elected not to exercise its option hereunder and the Term shall terminate. In the event that the Publisher does exercise its option as aforesaid, the applicable Option Period shall be deemed to have commenced on the date it was contractually due to commence had the Publisher exercised its option in accordance with the preceding paragraph.

11. DURATION OF RIGHTS

- 11.1 (a) Notwithstanding the expiry or termination of the Term, all right, title and interest of the Publisher in and to each and all of the Compositions shall remain vested in the Publisher for the period of 10 (ten) years after the date of such expiry or termination of the Term (the “Retention”).
- (b) Intentionally deleted
- (c) If the expiry date of the Rights Period does not fall on a 31st March, 30th June, 30th September or 31st December the Rights Period shall be extended to the next following such date.
- 11.2 Upon the expiry hereunder of the rights of the Publisher in and to each of the Compositions all of the rights in such Compositions hereby granted to the Publisher shall forthwith revert to the Writer without further formality.
- 11.3 Notwithstanding the foregoing provisions of this clause, the Publisher shall (subject to accounting to the Writer for royalties as provided for herein) have the non-exclusive right to distribute and sell and authorise the further distribution and sale of any printed editions then printed by the Publisher containing solely Compositions during the period of 1 (one) year following the expiry of the rights of the Publisher hereunder. In respect of “mixed folios” containing Compositions together with other musical works the Publisher shall have the non-exclusive right to sell such folios for the full period of time as the same may be printed by the Publisher.

any Sanctions or expose the Publisher to penalties under any Sanctions or to designation as a target of Sanctions. The Publisher may terminate this Agreement, effective immediately upon delivery by the Publisher to the Writer of written notice of termination, or may suspend its performance of this Agreement, in any of the following circumstances:

- (i) the Writer is unable at any time to make the representation set forth in sub-clause 12(2) of this Agreement; or
- (ii) the Publisher reasonably believes that continued performance of this Agreement could cause the Publisher to violate any Sanctions or expose the Publisher to penalties under any Sanctions or to designation as a target of Sanctions.

12.3 The Writer hereby indemnifies the Publisher from and against all costs, proceedings and damages wheresoever and howsoever arising as a result of any third party claim arising in connection with Writer's breach of the representations, warranties, undertakings and agreements of the Writer contained in this Agreement.

12.4 The Writer will, on request of the Publisher, acknowledge, execute and deliver all such further documents or instruments, do all such further acts and things as the Publisher may reasonably deem necessary or desirable to give effect to the provisions of this Agreement and the assignment of rights hereunder and, without limitation to the foregoing, will execute a confirmation of assignment in the form set out in Schedule 3 hereto in respect of each Composition written and/or composed by the Writer which is covered by the provisions of this Agreement. If the Writer shall fail or refuse to execute any such separate confirmation of assignment within 5 (five) business days of Publisher's request therefor, the Publisher shall have and is hereby irrevocably granted the right and authority to register itself as the Publisher of the relevant Composition with the appropriate collection societies and execute all necessary documents in connection therewith.

12.5 The Writer hereby agrees that the Writer will not make any claim based on moral or like rights in the Compositions against the Publisher or any party authorised by the Publisher to exploit the Compositions based on an alleged breach of moral or like rights in the Compositions.

12.6 The Publisher is a member of the Performing Right Society Limited and the Writer hereby agrees that this Agreement shall be regarded as a certificate for the purposes of the Performing Right Society's Rule 1(0)(ii) authorising the Performing Right Society to treat the Publisher as exploiting the Compositions for the benefit of the persons interested therein.

12.7 Personal data relating to the Writer shall be processed by the Publisher in accordance with the Privacy Policy as updated and provided by the Publisher from time to time, the present form of which is set out at <https://www.wminewmedia.com/privacy/wcm/>.

12.7 The Publisher represents and warrants that:

- (a) the Publisher has full right, power and authority to enter into this Agreement and to agree to its obligations hereunder upon the terms and conditions herein;
- (b) the Publisher is not subject to any obligation or disability which will or might prevent or interfere with the full completion and performance of all the

Period in question to the extent of the Publisher's entitlement to collect or participate in income in accordance with Clause 5.2(k) hereof in respect of the Composition as evidenced by a fully signed agreement between the Writer and the sample owner.

14. LEGAL PROCEEDINGS TO ENFORCE RIGHTS IN THE COMPOSITIONS

The Writer authorises, empowers and vests in the Publisher the right (but not the obligation) in its reasonable commercial discretion to enforce and protect all rights in and to the Compositions and the copyright therein in the Territory, whether bringing a claim in the name of the Writer or the Publisher or otherwise. The Publisher may in its reasonable judgment bring any suits or proceedings in the name of the Writer or the Publisher, or in the name of any other parties as the Publisher may deem advisable provided that the Publisher shall not bring any suits or proceedings in the name of the Writer without the prior consent of the Writer (not to be unreasonably withheld or qualified). The Publisher shall proceed with and dispose of such suits or proceedings in its reasonable commercial discretion. Any sums recovered by the Writer and/or the Publisher by way of damages or otherwise shall be shared between the Writer and the Publisher in the proportions set forth in clause 7.2(f) hereof as though the same were royalty income hereunder after the deduction of any third party outside legal costs and disbursements actually and verifiably incurred by the Publisher and/or the Writer at the Publisher's request. In the event that the Publisher in the exercise of its reasonable commercial discretion does not wish to commence proceedings in any particular instance, the Writer may take such proceedings in the Writer's own name and at the Writer's own cost and in such case the Writer shall be entitled to retain all such income as is recovered by such proceedings.

15. CLAIMS AGAINST THE PUBLISHER IN RESPECT OF THE COMPOSITIONS

The Writer authorises, empowers and vests in the Publisher the right (but not the obligation) in its reasonable commercial discretion to defend or dispose of any claims made against Publisher in respect of the Compositions provided that Writer shall have the right to join in the defence or disposal of any such claim with counsel of Writer's choosing at the Writer's own cost and further provided that any settlements shall be subject to Writer's prior written approval. The Publisher may, in its reasonable judgment, seek to join the Writer or such others as the Publisher may deem advisable as defendants in any suits or proceedings brought against the Publisher. If at any time any claim whether written or oral, is presented against the Publisher which is inconsistent with any of the Writer's covenants, undertakings, representations or warranties herein contained and if because of such claim the Publisher, in its reasonable discretion, deems itself placed in jeopardy, then the Publisher shall thereupon notify the Writer as to the full details of such claim as then known to the Publisher. Thereafter and until such claim has been finally adjudicated or settled the Publisher, in its sole discretion, shall have the right to withhold from any and all monies becoming due and payable to the Writer hereunder for such time and such amounts as shall be reasonably commensurate with the Publisher's potential liability (including out of house legal costs and expenses) under such claim. Upon the final adjudication or settlement of such claim, the Publisher shall, after deducting its actual out of pocket expenses (including reasonable legal costs and fees) incurred in connection therewith, promptly disburse all funds held by it in accordance with the terms of any settlement, judgement or other disposition thereof.

16. TERMINATION BY WRITER

- 16.1 The Term and Retention Period of this Agreement shall terminate forthwith if the Publisher shall enter into liquidation (other than a voluntary liquidation for the purposes of reconstruction or reorganisation), if it makes any composition with its creditors or if a Trustee or a Receiver is appointed to take over all or a substantial part

person or entity without the prior written consent of the Publisher, which consent the Publisher may withhold or condition in its sole and absolute discretion. Without limiting the generality of the foregoing, the Publisher shall be under no obligation to acknowledge, execute or comply with any direction to pay, notice of assignment or similar document requested by the Writer and/or any third party. Any purported Transfer in violation of this Clause 20 shall be null and void ab initio. Notwithstanding the foregoing, the Publisher will consent to a Transfer to any service company as to which the Writer or the Writer holds 100% (one hundred percent) of the outstanding economic, voting, and equity interests, subject to the Publisher, the Writer, and such service company entering into a novation, assignment, or variation agreement (as relevant) that inter alia restricts any further Transfer without the Publisher's approval except another transfer to an entity wholly owned by Writer.

Subject as aforesaid, the provisions hereof and each of them shall be binding upon and enure for the benefit of and may be enforced by the successors and permitted assigns of the Publisher and the Writer respectively provided that there shall be no alleviation of the Publisher's obligations unless the Writer enters into a direct covenant with any such assignee.

20. GOVERNMENT REGULATIONS

This Agreement and the provisions hereof and each of them are subject to the legal and governmental regulations and foreign exchange control regulations of each country of the Territory.

21. NOTICES

21.1 Notices hereunder may be sent by:

- (a) hand to the address of the party to be served as stated herein or as last known to the party serving the notice in which case such notice shall be treated as delivered on the actual date of delivery provided it is delivered on a working day between 10am and 6pm; or
- (b) email to a previously approved and specified email address provided always that the recipient has confirmed receipt of such notice. The date and time of confirmation by the recipient shall be the deemed date and time of delivery. For the avoidance of doubt, receipt shall not be deemed in the event of the sender receiving an automatic "read receipt"; or
- (c) pre-paid registered post addressed to the address of the party to be served as stated herein or as last known to the party serving the notice.

All notices to the Publisher shall be directed to the attention of (i) the Head of Legal and Business Affairs of Warner Chappell Music Limited and (ii) to Amanda Ghost Limited care of Michael Guido, Carroll Guido Groffman Cohen Bar & Karalian, LLP 5 Columbus Circle, 20th Floor, New York, NY 10019, USA. A copy of all notices to Writer shall be sent to Ziffren Brittenham, LLP, 1801 Century Park West, Los Angeles, CA 90067, Attn: Kelly Vallon Ciccotti, Esq via email to [REDACTED] provided that failure by the Publisher to do so shall not constitute a breach hereof and shall not of itself invalidate any notice otherwise validly served hereunder.

21.2 Wherever the consent or approval of the Writer is required hereunder, the Publisher may give notice to the Writer requiring the Writer to grant or withhold such consent or approval within 5 (five) working days after the receipt of such notice by the Writer. Failure by the Writer to notify the Publisher as aforesaid shall be deemed to be consent

IMPORTANT

THIS AGREEMENT WILL VITALLY AFFECT YOUR SONGWRITING CAREER - PERHAPS FOR SEVERAL YEARS. BEFORE SIGNING PLEASE OBTAIN EXPERT PROFESSIONAL ADVICE FROM SOMEONE WHO IS FAMILIAR WITH THIS TYPE OF AGREEMENT


AS WITNESS the hands of the parties the day and year first above written

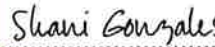
SIGNED BY the said
CHARLOTTE MACINNES

DocuSigned by:


P8A24750A8B3463

SIGNED BY: and
for and on behalf of
WARNER CHAPPELL MUSIC LIMITED

DocuSigned by:

E862AC62A9E74A9

DocuSigned by:

BF0EC1C18C8A48B

SIGNED BY:
for and on behalf of
AMANDA GHOST PRODUCTIONS LIMITED

DocuSigned by:

74E110BCD3E34EA

SCHEDULE 2

“Compositions” referred to in clause 1.4(a) of the Agreement dated 10th July 2024
between **CHARLOTTE MACINNES, AMANDA GHOST PRODUCTIONS LIMITED**
and **WARNER CHAPPELL MUSIC LIMITED**

<u>TITLE</u>	<u>WRITER(S) / %</u>	<u>PUBLISHER</u>
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Keep Your Love Away ----- TO BE FINISHED

COFFEE:

DAN ROTHMAN:

AMANDA GHOST:

CHARLOTTE MACINNES:

Someone In Between

ED THOMAS: 33.33%

AMANDA GHOST: 33.33%

CHARLOTTE MACINNES: 33.34%

Siren Song

AMANDA GHOST: 33.33%

JONNY COFFER: 33.33%

CHARLOTTE MACINNES: 33.34%

Be Better Then

DANI SYLVIA: 33.33%

BARNS NOBLE: 33.33%

CHARLOTTE MACINNES: 33.34%

Take Your Love With Me

Scott McFarmon: 33.33%

Charlotte MacInnes: 33.34%

Anu Pillai: 33.33%

Hazel Eyes

DAN ROTHMAN: 50%

CHARLOTTE MACINNES: 50%

Through A Woman's Eyes

GEORGE MOORE: 50%

CHARLOTTE MACINNES: 50%

Prove You Wrong ----- TO BE FINISHED

AMANDA GHOST

BENNY KOLLEK

COFFEE

CHARLOTTE MACINNES

My Side

FRED BALL: 50%

CHARLOTTE MACINNES: 50%

Enough

Writers:

FINBAR 50%

Charlotte MacInnes 50%

For You

Writers:

FINBAR 50%

Charlotte MacInnes 50%