

EXCLUSIVE DISTRIBUTION AGREEMENT

The following shall set forth the terms of the distribution agreement (“Agreement”) between **Odin Distribution Ltd** incorporated and registered in England and Wales with company number 12271294 whose registered office is Harscombe House, 1 Darklake View, Estover, Plymouth, United Kingdom, PL6 7TL, trading as ‘The Genepool’, (“Genepool”, “us”, “our”); and the **record label** (“Label”, “you”, “your”) submitting content through the Genepool website or other means accepted by us.

All of the terms defined in this Agreement will have the meanings set forth in clause 1 of Exhibit “A” attached hereto unless otherwise specifically defined herein.

Key Terms

1	Nature of Agreement	Exclusive distribution agreement whereby Label appoints Genepool to be Label’s exclusive distributor in respect of all Records and Recordings available by Label for commercial exploitation by Genepool during the Term and in the Territory.
2	Grant of Rights	Label grants Genepool the following rights:- 1. The exclusive right to sell and distribute Records and any individual Masters. 2. The exclusive right to claim and collect on Label’s behalf all Public Performance Royalties for Label Records in the Territory. 3. The non-exclusive right to license Records distributed hereunder and any individual Masters embodied thereon (e.g., the licensing of the Masters embodied on Records to third parties for use on audio and audiovisual works including motion pictures, television productions, videogames). Notwithstanding the generality of the foregoing, Genepool will obtain Label’s written approval in each instance (e-mail shall suffice). 4. The exclusive right to distribute and exploit Content, including, without limitation, Company Records and Videos, on Authorised Platforms and via Channels in accordance with clause 2 of Exhibit A attached hereto and incorporated herein.
3	Territory	The Universe, unless otherwise specified by you on the Genepool website submission form
4	Label’s Revenue Share	The following percentages shall be payable to Label:- 1. For Digital Revenue actually received by Genepool in connection

		<p>with the sale and exploitation of Records as an Electronic Transmission, including, without limitation the download and streaming of audio-only Records, distribution of Mobile Products, and audio-visual recordings, and in connection with the collection of Label's Public Performance Royalties: eighty-two percent (82%);</p> <p>2. For Ancillary Revenue actually received by Genepool in connection with Ancillary Exploitations: seventy percent (70%);</p> <p>3. For Channel Revenue actually received by Genepool in connection with Channel monetisation: eighty-two percent (82%).</p>
5	Term	Continuing indefinitely until Label gives 30 days' notice to terminate.
6	Payment / Accounting	Genepool will account to and pay Label on request, within 45 days of the end of the calendar month of the request, save where the amount due is less than the equivalent of GBP£10, in which case such amount will not be paid and will be carried forward to the end of the accounting period in which aggregate amounts due Label are equivalent to GBP£10 or more.
7	Terms and Conditions	Label and Genepool hereby agree that the standard terms and conditions attached hereto are incorporated herein and made part of this Agreement. All terms not specifically defined herein will have the same meanings ascribed to them in clause 1 of Exhibit A.

By ticking the box on The Genepool website submission form you hereby accept and agree to the terms and conditions of this Agreement.

Exhibit A - Terms and Conditions

1. DEFINITIONS AND INTERPRETATION

“Affiliates” means

- (i) any present or future holders of Label’s capital stock or membership interests or other equity securities; and/or
- (ii) any corporation or other third party which directly or indirectly owns or controls, is owned or controlled by or is under common ownership or control with Label; and/or (iv) any corporation or other third party directly or indirectly owning or controlling any of the foregoing or having or controlling a financial interest in all or any part of the recording and/or distribution rights of the foregoing;

“Ancillary Exploitation” means the sale or exploitation of Label Records other than by means of Electronic Transmission or in a physical configuration (e.g., master use or Synchronisation Licenses);

“Ancillary Revenue” means the dollar amount actually received by Genepool from Ancillary Exploitations;

“Authorised Platforms” shall mean the “Internet”, any computer or mobile network, any platform on which videos can be viewed within or accessed via a web browser, websites, social networks, mobile platforms, smartphones, tablet devices, television sets via “connected devices” (such as Google TV, Boxee, or Roku), or applications developed for mobile device marketplaces (such as the Apple “App Store” or Google “Android Market”) and any and all other digital platforms whether now known or later developed;

“Channels” shall mean the channels and pages associated with YouTube, Facebook and any and all other monetizable video platforms on which Content is made available, including, without limitation those Channels with Label’s IDs and Label’s corresponding display names;

“Channel Licensee(s)” shall mean those parties who enter into a Content License Agreement for the purposes of exhibiting, broadcasting, transmitting, displaying, and/or distributing Content on Authorised Platforms. For purposes of clarification, such term shall include any person or entity that/who acquires rights and/or obligations under a Content License Agreement, whether as a sublicensee, successor or assign;

“Channel Revenue” shall mean any and all monies or other considerations received by or credited to Genepool

- (i) which are paid by pursuant to Content License Agreements, whether such payments are characterised as advertising revenues, license fees, royalties, or otherwise, and/or
- (ii) which are otherwise derived from the exploitation of the Online Rights, and/or Channels governed by this Agreement. Channel Revenues shall include, without limitation, all income received by or credited to Genepool from YouTube, Facebook and other Authorised

Platforms or players, or other destination or exhibition portals, including, without limitation, from Channels that may be created, developed and/or acquired during the Term, whether in the form of subscription fees, advertising revenue, purchase fees, rental fees, a “partnership program” revenue share, or otherwise. For the avoidance of doubt, Channel Revenue also includes revenue from any and all advertising sales made directly by Genepool. It is acknowledged that Content License Agreements shall provide that Channel Licensees are required to direct all payments of Channel Revenues to Genepool; and Genepool shall be entitled to receive all Channel Revenues;

“Composition” and **“Musical Composition”** means a single musical composition, irrespective of length, including all spoken words and bridging passages, including a medley;

“Content” shall mean any and all audiovisual content created, owned or controlled by Label that is delivered to Genepool by Label and subject to this Agreement including, without limitation, Label Records and Videos including but not limited to the content submitted on the Genepool website submission form.

“Content License Agreement” shall mean an agreement (including amendments, addenda, and the like) between Genepool and a Licensee and/or an agreement (including amendments, addenda, and the like) between Genepool and an Authorised Platform to distribute or sub-distribute Content on the Channels and/or Authorised Platforms, including without limitation, agreements to license the Content to Channel Licensees during the Term for terms that may remain in effect beyond the Term of this Agreement;

“Clip” means a Record which is edited into a shorter work to be used for the discovery, promotion and exploitation of Records, provided that such edits are necessary and within the scope of industry-standard activity. Label hereby waives any right to collect any proceeds or other remuneration whatsoever for the distribution of Clips. Further, to the extent applicable, Label shall be responsible for all clearances and payments of any kind whatsoever in respect of such use, including without limitation, for use of the compositions embodied in the Clips;

“Debt” means any monies owed by Label to Genepool, including without limitation, any unrecovered fees and charges assessed in connection with the Rate Card or other services provided by Genepool, and monies expended or credited to third parties by Genepool in connection with the approved marketing, promotion or advertising of Label Records, or otherwise;

“Delivery” **“Deliver”** and **“Delivered”** means the receipt by Genepool of all materials reasonably necessary for Genepool to exercise its rights hereunder with respect to the Records, including receipt of the Masters concerned in the form that comply with Genepool’s then-current specifications, including, without limitation, all necessary information, consents, licenses and permissions such that Genepool may distribute and release the Records concerned, all artwork, names of all songwriters, composers and lyricists, correct and accurate copies of the lyrics themselves, the publishing lines and credits, any and all applicable metadata, and any other materials or information reasonably and customarily required by Genepool to exploit the Records hereunder. All such artwork shall be in the form required by Genepool then-current specifications and shall be free of logos, bar coding or other indicia of any of Label’s prior distributors;

“Designee” means any affiliate, assignee, licensee, sub-distributor or designee of Genepool in a particular country, which Genepool may designate in its sole discretion, in order to effectuate the purposes of this Agreement;

“Digital Master” means a fully mixed, edited, equalized and leaedered digital stereo tape master or Digital Master equivalents ready for the production of parts from which satisfactory Records can be manufactured;

“Digital Revenue” means the dollar amount actually received by Genepool in connection with the exploitation of Records as Electronic Transmissions and the collection of Public Performance Royalties;

“Distribution Rights” means:

- (i) the exclusive right, under copyright or otherwise, in the Territory to copy, reproduce, distribute, exploit, sell, transmit, publicise, promote, and advertise Label Records and related packaging materials, and to cause or permit others to do so, in any and all media, whether now known or hereafter developed, and to solicit and fulfill orders for such Records, including, but not limited to, as an Electronic Transmission, so called “Manufactured-On-Demand” product, and Clips;
- (ii) the right to perform Records hereunder publicly and to permit the public performances thereof in any medium and by any means whatsoever, whether now or hereafter known for the discovery, promotion, sale and exploitation of Records, the right to use, print, disseminate and publish and to permit others to use and publish Promotional Materials;
- (iii) the non-exclusive and royalty-free license and right to use Label’s Marks during the full Term hereunder (and after such Term to the extent Genepool has the right to continue to distribute Records hereunder as provided below) at no additional cost to Genepool; and
- (iv) the right to sub-license all the rights granted by Label to Genepool in this Agreement as necessary to Genepool Retailers solely to fulfill the purposes of this Agreement and in Genepool’s normal course of business, including but not limited to those rights necessary to promote, market, advertise, distribute and sell the Records to consumers; provided that, Genepool’s grant of rights to Genepool Retailers or use of the Records shall always be subject to the terms and limitations of this Agreement;

“Electronic Transmission” means any transmission of a Record to the consumer, whether sound alone, sound coupled with an image, or sound coupled with data, in any form, analog or digital, now known or later developed (including “cybercasts,” “webcasts,” “streaming audio,” “streaming audio/video,” “digital downloads,” direct broadcast satellite, point-to-multipoint satellite, multipoint distribution service, point-to-point distribution service, cable system, telephone system, digital or terrestrial broadcasts (e.g. SiriusXM, Clear Channel), and any other forms of transmission now known or hereafter devised) whether or not such transmission is made on-demand or near on-demand, whether or not a direct or indirect charge is made to receive the transmission and whether or not such transmission results in a specifically identifiable reproduction by or for any transmission recipient. For the avoidance of doubt, Electronic Transmission includes Mobile Products and Videos;

“Genepool Retailer” means an entity with whom Genepool has or enters into agreements during the Term for the distribution, exploitation or broadcast of Records to consumers pursuant to terms determined by Genepool in its sole discretion, including without limitation, digital public performance rates;

“Label’s Marks” means Label’s applicable trademark(s), service mark(s) or logo(s). Label’s submission of any material which includes Label’s trademark(s), service mark(s) and/or logo(s) will be deemed to be instructions to Genepool for Genepool to use such trademark(s), service mark(s) and/or logo(s), as submitted;

“Label Records” means all audio-only and audio-visual recordings, including, without limitation, Records and Videos embodying Master Recordings that are owned and/or controlled by Label and/or its Affiliates;

“Master” “Master Recording” or “Recording” means any recording of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, which is intended for use in the recording, production, manufacture and/or exploitation of Records;

“Materials” means all Musical Compositions and other copyrighted materials; each name or sobriquet used by Label, any artist (individually or as a group) or any individual producer; and all other musical, dramatic, artistic and literary materials, ideas and other intellectual properties furnished or selected by Label, any artist (individually or as a group) or any individual producer and contained in or used in connection with any Records distributed hereunder or the packaging, sale, distribution, advertising, publicising or other exploitation thereof;

“Mechanical Royalties” means royalties payable to any third party for the right to reproduce and distribute copyrighted Musical Compositions and other copyrighted Materials (if any) on Records;

“Mobile Products” means Master Recordings distributed to a consumer’s personal portable device other than a personal computer, including, but not limited to master-tones, master ring-back tones, video ring-tones, video ring-back tones and similar products;

“Online Rights” shall mean the right to stream, transmit, exhibit, display, and/or distribute the Content on Authorised Platforms and Channels, including without limitation the exploitation of permanent downloads and on- line subscriptions;

“Promotional Materials” means Label’s, each artist’s and each producer’s likeness, name, voice, sound effects and biographical material, or any reproduction or simulation thereof, in connection with Genepool’s general goodwill advertising, as well as the sale, advertisement, promotion, distribution and exploitation of Records hereunder or to refrain therefrom, without payment of additional compensation to Label or any other third party. All material provided by Label to Genepool in relation to the Promotional Materials may be edited solely to fit the format of the specific use without further approval from Label;

“Public Performance Rights” means the exclusive right to claim and collect Public Performance Royalties;

“Public Performance Royalties” means public performance royalties (but specifically excluding public

performance royalties payable in connection with the underlying musical compositions) payable to Label related to the public performance of Label Records (including those payable by SoundExchange, Inc. in the United States, and PPL in the UK);

“Rate Card” means the list of miscellaneous charges associated with the distribution of Records and related services and products which Genepool charges third parties. The Rate Card may be updated from time-to-time to reflect changes in market conditions and Genepool’s costs;

“Record” means every form of reproduction, whether now or hereafter known, embodying sound alone, sound accompanied by visual images, sound accompanied by graphic material, text or other materials (whether now or hereafter know and whether in an interactive format or otherwise), including, without limitation, compact discs, digital downloads (including without limitation permanent digital downloads and conditional downloads), streams, voicetones, so-called “master ringtones”, so-called applications or “apps”, DVDs, Blu-Ray discs and vinyl discs, distributed or transmitted through any and all methods or manners, now or hereafter known (including, without limitation, by means of record, retail or other stores, television, radio, cable, satellite, the internet, broadband, mobile devices, and any other distribution, transmission or other channels, now or hereafter known), for any purpose or use, whether now or hereafter known;

“Revenue” means the GBP amount actually received by Genepool for the exploitation of the Records, including Digital Revenue, Channel Revenue and Ancillary Revenue, less any VAT, other sales taxes, refunds or credits;

“Term” means the period specified in item 5 of the Key Terms; provided that notwithstanding anything to the contrary contained herein, and without limitation of any of Genepool’s rights and remedies set forth herein, if any Debt owed by Label to Genepool remains unrecouped or unpaid as of the date that the Term is terminated or would otherwise expire, at Genepool’s election, the Term may be extended until the end of the billing month following the billing month in which such Debt has been entirely recovered by Genepool or otherwise repaid by Label;

“Territory” means the territory specified in item 3 of the Key Terms;

“Videos” means audio-visual recordings including, but not limited to, video, film, footage, clips, television programs, music videos, photographs, art, movies or other visual media owned or controlled by Label.

2. ADDITIONAL RIGHTS

2.1 In addition to the Distribution Rights, Label additionally grants to Genepool the following rights in respect of the Content:

- (a) The non-exclusive right to distribute and exploit the Content on the Authorised Platforms and via the Channels. Without limiting the foregoing, such rights shall include, but not be limited to: (1) the right to monetize the Content by licensing the exploitation of the Content for distribution and exploitation on Authorised Platforms; and (2) the right to

promote, negotiate, administer and manage the Online Rights, including the execution of all Content License Agreements for the exploitation of the Content.

- (b) Genepool shall have the exclusive right to collect on behalf of Label any and all Channel Revenues during the Term.

2.2 Label shall notify Genepool of all previously entered into agreements regarding the Content and/or the Channel(s).

2.3 In respect of the Content, Label represents, warrants and undertakes that:

- (a) it has not granted and will not grant nor exercise during the Term of this Agreement any such rights in the Masters which would conflict with or impair the rights, privileges, duties and responsibilities of Genepool hereunder;
- (b) the Content is or shall be original to Label or otherwise properly licensed;
- (c) the Content shall be produced in full compliance with any network or platform terms and conditions;
- (d) the Content, the use thereof and/or any exploitation of the Online Rights shall not infringe on any rights of any person or third-party, including, without limitation, any and all intellectual property rights;
- (e) no known claims exist, which may affect the ownership or validity of the Content; and
- (f) it has the requisite authority to grant all rights in and to the Content and the Channel(s) as contemplated hereunder with respect to the Masters. Label shall, in accordance with clause 6 below, indemnify and hold Genepool harmless and any of its distribution partners harmless from any and all third-party claims arising out of:
 - (i) any breach of the aforesaid representations and warranties and;
 - (ii) any claims of infringement by third parties upon their rights arising from Genepool's authorised actions hereunder.

2.4 Label grants to Genepool all necessary consents under the Copyright, Designs and Patents Act 1988 ('Act') and any modification or re-enactment thereof to enable Genepool to make the fullest possible use of the Works in accordance with the provisions of this Agreement including without limitation any and all consents required under Part II of the Act. Label shall retain copyright ownership of all Recordings and expressly reserve all rights in and to the Recordings not expressly granted to Genepool.

2.5 Label recognises that the sale and distribution of Records is speculative and agree that the judgment of Genepool with respect to matters affecting the sale, distribution and exploitation of such Records will be binding upon Label subject to the terms and conditions hereof. Nothing contained in this Agreement will obligate Genepool to make, sell, license or distribute Label Records, except as specified herein.

3. LABEL OBLIGATIONS

- 3.1 Label will be fully and solely responsible for the following obligations and will directly pay all third party costs incurred in connection with such obligations:
- (a) royalties and other payments to the artist, producers and any other third party royalty participant which may become due and payable with respect to Records distributed hereunder;
 - (b) all recording and production costs incurred with respect to the Records distributed hereunder, including any and all applicable union or guild payments;
 - (c) any and all sales, use or other taxes levied on any of the sums payable to Label hereunder which have not been previously deducted by Genepool from Label's monthly accounting;
 - (d) all costs incurred with respect to the hiring and maintenance of Label's promotion, marketing and advertising staff utilized to promote, market and advertise Records distributed hereunder, and all expenses related thereto, including, all costs of marketing records and producing videos; and
 - (e) the procurement of any and all licenses in connection with the Musical Compositions embodied on Records and the payment of all Mechanical Royalties payable with respect to the Musical Compositions embodied on Records distributed hereunder.
- 3.2 Notwithstanding anything to the contrary contained herein, Genepool may, at its sole discretion, pay on Label's behalf any of the costs or expenses referred to in Paragraph 3.1 of this Agreement. If Genepool pays any such costs or expenses, which it will be under no obligation to do, such amounts shall constitute a Debt from Label to Genepool.
- 3.3 Label shall determine the price category designation (e.g., top-line, mid-line, budget, etc.) of Label Records, it being understood that Label shall use the same price category designation that Genepool uses. Label may change such price category designation and/or suggested retail list price of a Label Record upon written notice to Genepool. Genepool shall determine the wholesale selling price of Label Records to customers and the terms of sale for Label Records.
- 3.4 Notwithstanding anything to the contrary set forth in this Exhibit A or in the Agreement to which this Exhibit A is attached, no consent or approval shall be required from Label for use of Label Records in connection with any so-called "catalog" licenses or other licenses covering a substantial number of Genepool distributed Master Recordings on a blanket basis.

4. PAYMENT/ ACCOUNTING

- 4.1 All payments to Label from Genepool shall be made, as requested by Label in writing, by bank transfer or Paypal.

4.2 All statements shall be binding upon Label and not subject to objection by Label unless specific objection in writing, stating the basis thereof, is given to Genepool within six (6) months from the date the statement is rendered or made available to Label.

4.3 The Label may, at its sole cost audit Genepool's books and records solely to the extent that they relate to the exploitation of Recordings under this Agreement on giving Genepool reasonable advance written notice but in any event no more than once per annum. If any such audit reveals an underpayment that is accepted by Genepool or adjudicated by a court of competent jurisdiction as being due, Genepool will promptly pay such underpayment to you.

5. REPRESENTATIONS AND WARRANTIES

5.1 Label represents, warrants and covenants as follows:

- (a) Label is not and will not be under any material disability, restriction or prohibition in respect of Label's rights to execute this Agreement and perform Label's obligations hereunder or to grant to Genepool the rights granted herein;
- (b) Label has and will have the right to mechanically record the selections recorded on the Records. Neither the Masters embodied on the Records, nor the performances embodied thereon, nor any other Materials, nor any authorised use thereof by Genepool or its grantees, licensees or assigns, will violate or infringe the rights of any third party;
- (c) Label is, and for so long as Genepool shall have distribution or other exploitation rights hereunder shall be, the sole and exclusive owner or the exclusive licensee of all right, title and interest, under copyright and otherwise, in and to Label Records;
- (d) Label is the owner of any trademark or logo appearing on Records and to be used by Genepool and no any other third party has any interest therein;
- (e) Genepool's exercise of any of the rights granted to Genepool hereunder will not violate any law or the rights of any third party;
- (f) Neither Label nor Label's Affiliates nor any other entity owned or controlled by Label has any agreement (written or oral) or has made any promise or is in any way obligated to anyone (including independent distributors) other than Genepool with respect to the exploitation of Label Records in the Territory during the Term, and no agreement or promise, whether oral or written, will in any way impact upon or interfere with or impair this Agreement or Genepool's rights herein, or give anyone other than Genepool the right to distribute and sell Label Records or to buy Label Records from Label or any of the above in the Territory during the Term;
- (g) Neither Label nor Label's Affiliates have sold, assigned, transferred, conveyed, leased, licensed, granted a security interest in or otherwise disposed of, and neither Label nor Label's Affiliates will sell, assign, transfer, convey, lease, license, grant a security interest in or otherwise dispose of the Records covered by this Agreement or Label's rights therein and thereto, or any of them. Prior to the date hereof and during the Term,

neither Label nor Label's Affiliates have authorised nor will Label or Label's Affiliates authorise any other third party to sell, distribute or otherwise exploit Label Records in the Territory in contravention of Genepool's exclusive rights hereunder; and

- (h) The Public Performance Rights are free and clear from any encumbrance or counterclaim and Genepool has all rights necessary to collect and administer all remuneration arising in connection therewith.

6. INDEMNITY

- 6.1 Label shall indemnify Genepool and agree to hold Genepool, its licensees, authorised third parties and affiliates harmless from and against all costs, claims, damages and expenses (including reasonable external legal costs) arising from any third party claim inconsistent with or in breach of your obligations, warranties, representations or undertakings in this Agreement ("Claim") subject to that Claim being reduced to a judgment in a court of competent jurisdiction, settled with Label's prior written approval (not to be unreasonably withheld or delayed), or withdrawn or not proceeded with (as determined by Genepool acting reasonably and in good faith) by the claimant. If proceedings are to be issued by a claimant in respect of a Claim, Label will at its cost use best efforts to cause Genepool to be dismissed from such proceedings.

7. CONFIDENTIAL INFORMATION

- 7.1 The parties to this Agreement shall keep confidential all information disclosed within the agreement and up to two (2) years after termination.

8. PRIVACY POLICY

- 8.1 For purposes of this Agreement, the term "Label Data" means all data or records of whatever nature and in whatever form relating to Label, Label's affiliated labels and artists, Label's payees, or otherwise relating to the services to be rendered under this Agreement, which is in the possession or control of Genepool during the Term of this Agreement. The types of personal data Genepool collects may including the following: name(s), contact information, and other identifying information of Label's representatives or clients; and financial information including bank accounts.
- 8.2 Genepool will use good faith, commercially reasonable efforts to establish and maintain administrative, technical, and physical safeguards (including software safeguards) designed to ensure the security and confidentiality of Label Data to protect and safeguard against anticipated threats or hazards to the integrity of, and the unauthorised or accidental destruction, loss, alteration or use of Label Data.
- 8.3 Genepool shall only use and disclose Label Data to third parties as necessary to effectuate the terms and conditions of this Agreement (including, without limitation, in connection with Genepool providing the accounting and payment services on behalf of Label in accordance with the terms

and conditions set forth herein) and as required by applicable law. Without limiting the foregoing, Label agrees that Genepool may also use Label's data to create an anonymised data set that Genepool may use without restriction.

9. DATA PROTECTION

- 9.1 Label understands that Genepool uses Label Data where necessary to perform the contract between Genepool and Label, including to facilitate any transaction between Genepool and Label, communicate with representatives of Label, and meet any other contractual obligations Genepool has to Label.
- 9.2 Label understands that Genepool uses Label data for compliance with legal or regulatory obligations, which may include complying with requests from governmental, tax or law enforcement authorities, complying with accounting and legal obligations, carrying out audit checks, maintaining records, comply with an order of the court, and providing relevant information and reporting where Genepool has a legal obligation to do so.
- 9.3 Label understands that Genepool uses Label Data where necessary for Genepool's legitimate interests to comply with internal obligations and policy requirements; monitor and improve relationships with clients; provide marketing communications and information about other Genepool services; manage risk and operations; comply with accounting and tax reporting requirements; comply with internal audit requirements; ensure appropriate group management and governance; keep internal records; protect against fraud, breach of confidence, theft of proprietary materials, and other financial or business crimes; and protect the security and integrity of Genepool IT systems.
- 9.4 Where Label Data includes personal data, Genepool will indicate if provision of the data is necessary for compliance with a legal obligation or other legitimate interest or if disclosure is purely voluntary and there are no implications for Label if the data is not provided. Unless otherwise indicated, Genepool will generally require the collection and use of personal data for business and/or compliance purposes. Individuals who reside in the European Union may have certain rights under the General Data Protection Regulation (GDPR), including the right to direct Genepool not to disclose nonpublic personal information to a nonaffiliated third party; the right to access their personal data; the right to restrict the use of their personal data; the right to have incomplete or inaccurate data corrected; the right to ask Genepool to stop processing their personal data; the right to request Genepool to "port" personal data in a portable, re-usable format to other organizations, where applicable and possible; and the right to require deletion of personal data in some limited circumstances. Individuals wishing to exercise any of these rights must provide a written statement exercising that right. Even where these rights apply, in the event that Genepool is compelled by law or some other mandatory requirement to retain or disclose personal data, it will do so even after it receives a request to exercise a certain data right.

- 9.5 Individuals have the right to object to Genepool's use of personal data for direct marketing purposes at any time by contacting Genepool directly.
- 9.6 Genepool collects and keeps personal data as long as required for legitimate business purposes, to perform contractual obligations, or as required by applicable law or regulatory obligations. Genepool considers carefully whether any legal and/or regulatory activities stipulate a mandatory minimum retention period for the relevant information.

10. TERMINATION

- 10.1 Genepool shall have the option, but not the obligation, to terminate this Agreement, in the event that control of Label is acquired by any competitor of Genepool. For the purposes of this Agreement, a "competitor" of Genepool shall include, media companies (including, but not limited to, any Label that is in the business of recording, licensing, exploiting, distributing or facilitating the distribution of musical sound recordings or Musical Compositions). Furthermore, in the event that Label is acquired by any third party, neither Label nor the acquiring third party shall change the primary trademarks and service marks associated with any service which encompasses any activity authorised by Label under this Agreement, without the consent of Genepool, not to be unreasonably withheld. Acquisition of control, for the purposes of this Agreement, shall mean any transaction or related group of transactions in which a third party (other than Label) acquires the ownership of more than fifty percent (50%) of Label's voting stock or membership interests or acquires the ability to control the conduct of Label's business.
- 10.2 Notwithstanding anything to the contrary contained herein, Genepool will have the right, without liability to Label and without limiting its other rights, to decline to distribute or to discontinue the distribution of any Record hereunder for any reason, including,
- (a) if, in the reasonable opinion such distribution might violate a statute, law or regulation, or violate any rights of any third party;
 - (b) if Genepool reasonably believes that its distribution of any of Label Records hereunder would constitute a breach by Label of any of Label's agreements, warranties or representations contained herein or if Genepool reasonably deems the Record or the associated artwork to be offensive to reasonable standards of public morals, and
 - (c) the submitted Records do not comply with Genepool's current submission specifications.
- 10.3 All notices and communication desired or required between the parties may be made via e-mail transmission.
- 10.4 Neither party hereto shall be entitled to recover damages or to terminate the Term of this Agreement by reason of any breach by the other party of its material obligations hereunder unless the breaching party fails to remedy such breach within fifteen (15) days following receipt of the non-breaching party's notice thereof.

10.5 Upon termination please ensure that replacement content is uploaded to retail first if you wish to keep your play counts intact. Genepool is not responsible for supplying any new distributor/aggregator with parts for distribution. If Label wish Genepool to supply these parts to a new distributor/aggregator a charge of forty (£40) per hour will be charged.

11. MISCELLANEOUS

11.1 Neither party will be deemed in default hereunder if the party's obligations hereunder are delayed or become impossible by reason of war, fire, earthquake, strike, sickness, accident, civil commotion, epidemic, act of government or governmental instrumentality (whether federal, state, local or foreign), failure of technical facilities, failure or delay of transportation facilities, shortage of raw materials, or any other cause of a similar or different nature beyond the party's control (hereinafter called a "force majeure contingency"). Upon the happening of any force majeure contingency the party may, in addition to any other rights or remedies it may have hereunder or otherwise, elect by notice to the other party to suspend the Term of this Agreement for the duration of said force majeure contingency. In the event of any such suspension, specific date, period and time requirements referred to herein will be postponed or extended accordingly; provided that Genepool shall have no right to suspend the rendering of statements, or payments to Label unless such obligations sustain an actual impact which makes fulfilling them impossible, impractical or delayed during the force majeure contingency.

11.2 Genepool may assign its rights under this Agreement, in whole or in part, to any subsidiary, affiliated or controlling corporation, to any third party owning or acquiring a substantial portion of the stock or assets of Genepool, or to any partnership or other venture in which Genepool has an interest, and such rights may be assigned by any assignee. Genepool may also assign its rights to any of its sub-distributors or licensees, if advisable in Genepool's sole discretion to perform the services hereunder. Label may not assign its rights hereunder in whole or in part to any thid party without the express prior written consent of Genepool, not to be unreasonably withheld.

11.3 Save to the extent expressly set out herein, this Agreement is not intended to nor shall it create any rights, entitlements, claims or benefits enforceable by any person that It not a party to it. Accordingly, save to the extent expressly set out in this Agreement, no person shall derive any benefit or have any right entitlement or claim in relation to this Agreement by virtue of the Contract (Rights of Third Parties) Act 1999.

11.4 Nothing herein shall constitute a partnership or joint venture between the parties hereto.

11.5 This Agreement contains the entire understanding of the parties hereto relating to the subject matter hereof and cannot be changed or terminated except by an instrument signed by an officer of Genepool and an officer of Label.

11.6 A waiver by either party of any term or condition for the future, or of any subsequent breach thereof will not be deemed a waiver thereof in whole or in part. All remedies, rights, undertakings,

obligations and agreements contained in this Agreement will be cumulative and none of them will be in limitation of any other remedy, right, undertaking, obligation or agreement of either party. If any part of this Agreement is deemed invalid or unenforceable, it shall not affect the validity or enforceability of the remainder of this Agreement, which shall remain in full force and effect as if such invalid or unenforceable provision were not a part hereof.

11.7 This Agreement shall not be effective until the digital release submission form has been completed on The Genepool website.

11.8 This Agreement shall be construed and performed in all respects in accordance with and shall be governed by the laws of England and Wales and the parties irrevocably submit to the exclusive jurisdiction of the English courts. In the event of a dispute between the Parties arising out of this deed, they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.