

SPOKEN GIANTS, LLC
AFFILIATION AGREEMENT

Date: _____

Dear _____:

The following terms and conditions shall constitute the agreement between Spoken Giants, LLC (“Spoken Giants”) and _____ (“You”).

In consideration of the promises and mutual covenants herein, You agree that, during the term of this Agreement, Spoken Giants shall be the sole and exclusive rights administration organization to represent You with respect to the rights granted under this Agreement.

1. Term

- (i) The initial Term of this Agreement shall begin as of _____ and shall end on _____. Unless and until terminated, the Term will automatically be extended for successive, additional periods of three (3) years. Either party may terminate this Agreement by providing written notice of termination to the other party not more than six (6) months nor less than three (3) months prior to the end of the initial Term or any extension period.

2. Work or Works

- (i) The words “Work” or “Works” shall mean : Your catalog of comedic literary or artistic copyrighted compositions or other compositions expressed in words WRITTEN AND/OR CO-WRITTEN BY YOU and/or which becomes owned or controlled by YOU, directly or indirectly, (including the comedy segments, podcasts, and individual compositions written for a dramatic work and fixed in any medium) in whole or in part, during the Term of this Agreement, as listed on the attached **Schedule A**.
- (ii) “Work” or “Works” shall include but not be limited to all comedic works, comedy routines, podcasts, speeches, or compositions and other works expressed in words with comedy, selections, fragments, and arrangements from dramatic or non-dramatic works, and all derivative works, arrangements, adaptations, versions, editions, and translations of any or all of the foregoing, committed to any form and whether or not statutory United States copyright has been secured in same, including the characters, titles, texts, words, and comedic content of each.
- (iii) The Work(s) shall **not** include any work(s) in which there is an outstanding grant of the rights to a third person or entity which conflict with the rights granted to Spoken Giants as specifically listed on the attached **Schedule B**. (the “Excluded Works”)

3. Grant of Rights

- A. You grant to Spoken Giants, its successors, licensees, and assigns, throughout the world (“Territory”) and during the Term of this Agreement:
 - (i) The exclusive rights to license and cause others to license and to collect income related to any exploitation of your Works, not to include the Excluded Works, during the Term and Post-Term as described in **Section 6 (B)**. Without limitation, Spoken Giants shall have the exclusive right to license: (A) broadcast and digital public performances; (B) the recording, manufacture, reproduction, distribution, and sale of records embodying one or more of the Works, both physically, mechanically, digitally and

electronically (*i.e.*, to include digital downloads, interactive streams) or in any other format or media; and (C) the synchronization of the Works and audio recordings thereof, in connection with, but not limited to, motion pictures, television programs, advertisements, video games, and on-line video sites and services such as YouTube.

- (ii) The exclusive rights to publish, or license others to publish, printed versions of the Works, not to include the Excluded Works.
- (iii) The exclusive rights to grant, administer, and collect monies under blanket licenses for the use of Works, not to include the Excluded Works, in videos, "art tracks," user-generated videos, and other audio-visual programs. In connection with YouTube, Spoken Giants' rights shall include the right to identify, claim, and monetize videos containing Works by allowing the display of advertising.
- (iv) The exclusive rights to make or to license others to make arrangements of, or otherwise adapt, change, or translate, any Work, not to include the Excluded Works, in any manner. For example, to license the right to (A) sample a Work, (B) use a Work in a so-called mash-up, or (C) record or re-record a Work in a foreign language.
- (v) The exclusive rights to administer any and all other rights of every and any nature now or hereafter existing under and by virtue of any common law rights and any copyrights and renewals, reversions, and extensions thereof in any and all of the Works, not to include the Excluded Works.
- (vi) The non-exclusive rights to use names, likenesses, and biographical information concerning you as the writer/creator/author of the Works, not to include the Excluded Works, in connection with the exploitation and/or promotion of the Works and for promotion of Spoken Giants' business.
- (vii) To enter into agreements with, or assign or license any of Spoken Giant's rights and/or delegate any of its obligations under this agreement to third-party licensees on such terms as may be acceptable to Spoken Giants, including the right to delegate licensees to seek and procure adaptations and/or local re-recordings of a Work, by means of adding new local language to the original Work and/or creating a "cover version" of a Work, not to include Excluded Works.
- (viii) To use, display, and make available any recordings of the Works, not to include the Excluded Works, on a streaming, royalty-free, worldwide basis, through Spoken Giants' websites, channels, and profiles solely intended for use by authorized persons (*e.g.*, film and television supervisors) to access and listen to audio files of the recordings of the Works for potential third-party synchronization placement or other third-party uses.

B. You hereby appoint Spoken Giants your true and lawful agent and attorney in fact (with full power of substitution and delegation) to make, execute, and deliver any and all documents, instruments, and writings in Spoken Giants' and/or your name and to take any other action in Spoken Giants' and/or your name which in the reasonable business judgment of Spoken Giants is necessary or desirable to carry out the purposes of this agreement. You further grant Spoken Giants the right to do all other things necessary or expedient to exercise and administer the rights granted herein, including the right (i) to negotiate and to enforce the provisions of rights licensing agreements, or to withhold or restrict licensing in appropriate circumstances; (ii) to collect performing rights licensing income from any source, whether now known or hereafter identified; and (iii) to represent and to seek to advance your interests, along with the other affiliates of Spoken Giants, in connection with the rights granted herein, in appropriate forums, private or governmental, legislative, judicial, or administrative, foreign or domestic, to include the United States Copyright Office or any other agencies that may be established in royalty filing, rate adjustment, and fee distribution regarding your rights.

4. **Limitations on Grant of Rights**

- A. The rights granted to Spoken Giants under **Section 3** of this Agreement do not include:
- (i) The right to record and distribute for sale to the public, or to authorize others to record and distribute recordings of your Works, in any medium.
 - (ii) Notwithstanding the provisions of **Section 3** of this Agreement, You retain the right to issue non-exclusive licenses directly to any third person (other than to another spoken word rights administration organization) for the public performance, in the United States, its territories and possessions, of any Work subject to this Agreement, provided that any such direct license is memorialized in a writing, a copy of which is provided to Spoken Giants within ten (10) days of its issuance, and which identifies the Work(s) so licensed, the licensee, the time and the place of the performance(s), and any fee(s) paid therefor. You hereby acknowledge and agree that Spoken Giants will not pay royalties to You with respect to any public performance directly licensed by You.

5. Registration of Works; Submission of Information

You acknowledge that the registration of your Works with Spoken Giants and the submission of information to Spoken Giants as required under this Agreement is essential to Spoken Giants' ability to monitor and to pay You with respect to the administration of the Works. You also acknowledge and agree that Spoken Giants shall not be responsible for any non-collection of monies or lack of copyright protection with respect to the affected Work(s) that is the direct or indirect result of any such failure by you to register the Works with Spoken Giants. Therefore:

- (i) Upon execution of this Agreement, You will submit or cause to be submitted to Spoken Giants, a Spoken Giants works-registration form, in hard copy or by electronic or other form of submission acceptable to Spoken Giants, for each existing Work subject to this Agreement. Thereafter, You will submit or cause to be submitted, in a timely manner, a Spoken Giants works-registration form for every additional Work that, during the Term, is, or You consider likely to be, published, recorded, synchronized commercially, or publicly performed.
- (ii) Upon request by Spoken Giants, You agree to provide to Spoken Giants one or more copies of any of your Works, in such format(s) as Spoken Giants may reasonably require, in order to facilitate the monitoring of the Works and the exploitation and administration of the rights granted herein.
- (iii) Upon request by Spoken Giants, You agree to provide to Spoken Giants any information available to You respecting the copyright date, copyright registration number, and certificate and renewal number and certificate, if any, of any of your Works and respecting any agreements, assignments, or other instruments by which You have granted or obtained registered or recorded rights in any of your Works, as may be required by Spoken Giants to exercise and enforce the rights granted herein, or to prosecute or defend any actions, or to settle or resolve any disputes respecting such Works.

6. Payments

- A. Spoken Giants shall collect all Gross Receipts earned by the Works, including any monies earned by the Works prior to the commencement of the Term but not yet collected. And, after the expiration of the Term, Spoken Giants shall have the right to:
 - (i) collect any Gross Receipts earned during the Term and collected within six (6) months for the United States and twelve (12) months for the world (excluding the United States) after the expiration of the Term, and
 - (ii) issue any option, extension, or renewal of any license issued by Spoken Giants during the Term.
- B. "Gross Receipts" is defined in this agreement as all revenue derived from exploitation of the Works (and audio recordings, if applicable, in connection with synchronization

licensing) and received by Spoken Giants, solely allowing for arrangers', adaptors', and translators' fees and royalties (subject always to local collection society rules and practices), any tax deductions and/or standard commissions deducted by bona fide collection agencies and/or third parties operating at arm's length, sub-publishers and/or administrators fees and/or commissions, and/or any fees charged by third-party synchronization licensing agents used in any part of the Territory.

- C. Seventy-five percent (75%) of Gross Receipts derived from the exploitation of the Works in the Territory, including but not limited to mechanical royalties, print income, and public performance income shall be credited to your Spoken Giants account, except as set forth below. Spoken Giants shall be permitted to retain twenty-five percent (25%) of Gross Receipts.
- D. Notwithstanding the foregoing, eighty percent (80%) of Gross Receipts resulting from the synchronization of the Works (and audio recordings, if applicable) with films, videos, tapes, or other permanent visual images shall be credited to your Spoken Giants account.
- E. You shall receive statements as to your share of Gross Receipts, and any such monies to be remitted to You by Spoken Giants account within forty-five (45) days after the end of each calendar quarter for each such preceding quarterly period. Each remittance by Spoken Giants to You shall be accompanied by a statement identifying, in reasonable detail, the source and nature of the income received, the amounts payable to You, and for which Work(s) the payments are made. You acknowledge and agree that, in the case of monies received from a foreign rights administration organization, Spoken Giants may include on your statement only such information as is generally made available to Spoken Giants by any such foreign administration organizations. Any objection relating to any accounting statement or any legal claims arising therefrom must be made (and any lawsuit commenced) no later than one (1) year after the date the statement is initially sent to You, and You waive any longer statute of limitations that may be permitted by law.
- F. In the event Spoken Giants is presented with a claim of infringement of copyright, trademark, right, or publicity or other intellectual property right, or failure to comply with any third-party license requirement or any other claim that, if true, would constitute your breach of, or non-compliance with, any of your representations, warranties, and agreements hereunder, You agree that Spoken Giants may discontinue the posting of your share of Gross Receipts with respect to such Composition to your Spoken Giants account and block your ability to otherwise withdraw funds therefrom until satisfactory resolution of the matter is obtained. Furthermore, You agree that You will forfeit such revenues if Spoken Giants determines that they are the result of infringement or fraud.
- G. You expressly acknowledge and agree that:
 - (i) This Agreement represents and sets forth the full scope of consideration (including all monies) due to You by Spoken Giants; and
 - (ii) Notwithstanding the provisions of subsections 6(a), (b), (c), (d), (e), and (f), Spoken Giants shall have no obligation to make payment hereunder with respect to (i) any performance, sale, or other exploitation of a Work that occurs prior to the date on which Spoken Giants has received from You all of the information and material with respect to such Work that is referred to in **Section 5**, or (ii) any performance, sale, or other exploitation of a Work as to which a direct license as described in subsection 4 (a)(ii) has been granted by You, your co-writers, if any, to a third party, or (iii) any performance, sale, or other exploitation for which no license fee shall be collected by Spoken Giants, or (iv) any performance, sale or other exploitation of a Work that You claim was either omitted from or miscalculated on a statement and for which we shall not have received written notice from You of such claimed omission or miscalculation within nine (9) months

of the date of the distribution seeking to be adjusted, or (v) any performance, sale, or other exploitation of the Excluded Works and

- (iii) Any assignment by You of any monies due, or that may become due, to You hereunder shall not be valid without the express written consent of Spoken Giants prior to the assignment, which consent shall not be unreasonably withheld; and Spoken Giants shall not be obligated to make payments to any third-party assignee in the absence of such written consent by Spoken Giants.

7. Warranties and Representations

- A. You warrant and represent that You are at least eighteen (18) years of age and that all of the Works, including, without limitation, any interpolated third-party material embodied therein, metadata, and any other materials furnished by You to Spoken Giants or relating to the Works are owned or controlled by You, and the use thereof as described or contemplated herein, to the best of your knowledge, shall not infringe on the copyrights, trademark rights, publicity rights, or other rights of any person or entity; are not defamatory nor criminally obscene; and that Spoken Giants shall have the right to exploit same in any manner hereunder free from adverse claim and without any obligation to make any payment of any nature to any person or entity other than the amounts payable to You hereunder.
- B. All domestic and international copyright or other legal formalities applicable to each of your Works have been, or will be, during the Term, complied with;
- C. To the best of your knowledge, all of the information provided by You to Spoken Giants pursuant to this Agreement and in the Spoken Giants Online Application Form is and shall be true, correct, current, and complete, and You will promptly notify Spoken Giants of any material change in information previously submitted to keep it true, correct, current, and complete; and
- D. To the extent applicable, all of the warranties and representations made by You herein shall remain effective beyond the termination of this Agreement.

8. Breaches of Warranties and Representations

- A. If You breach any of the warranties, representations, covenants, or undertakings contained in this Agreement, then Spoken Giants shall, in addition to any other legal or equitable remedies, have the right (i) to rescind this Agreement; or (ii) to exclude from this Agreement any of your Works affected by the breach, in which event Spoken Giants shall be entitled to withhold any or all payments due to You under this Agreement until Spoken Giants receives written notice which, in Spoken Giants' sole judgment, is satisfactory evidence of a cure of the breach.
- B. In the event of a claim or action involving any of your Works, Spoken Giants shall be entitled to exclude any such Works from this Agreement and to withhold any or all payments due to You under this Agreement until Spoken Giants receives written notice which, in Spoken Giants' reasonable judgment, is satisfactory evidence of a final resolution of the claim or action, binding on all parties.
- C. In the event Spoken Giants has withheld payments under subsections 8(a) or 8(b) of this Agreement, Spoken Giants shall pay to You all monies withheld no later than the calendar quarter following the quarter in which Spoken Giants receives satisfactory notice of a cure of the breach, or a final resolution of the claim or action, after deducting all costs or other loss or damages, including outside attorneys fees, incurred by Spoken Giants as a result of each such breach, claim, or action.

- D. Spoken Giants shall have the right, upon written notice to You, to exclude from this Agreement any of your Works which, in Spoken Giants' sole judgment, may (i) infringe upon any copyright; (ii) be substantially or confusingly similar to any other copyrighted work; or (iii) violate any other right of any third party.
- E. If, in Spoken Giants' sole judgment, any of your Works is based on a work in the public domain, Spoken Giants shall have the right, upon written notice to You, to exclude any such Work from this Agreement.

9. **Third Party Obligations**

You shall be solely responsible for the payment of all compensation, if any, to and any permissions required from, songwriters, licensors, income participants, and other third parties to whom You are obligated to pay a portion of the income derived from any of the Compositions. You warrant and represent that all such creators, licensors, income participants, and other third parties to whom You are obligated to pay a portion of the income from the Compositions shall look solely to You for any such payments, and You hereby agree to indemnify Spoken Giants and hold Spoken Giants harmless from and against any and all claims, demands, or actions by any such other creators, licensors, income participants, and other third parties for any such payments in accordance with the indemnification provisions set forth in **Section 10**.

10. **Indemnity**

- A. You shall indemnify Spoken Giants, its licensees, the advertisers of its licensees, and their respective officers, directors, agents, servants, and employees, and hold them harmless from all loss, damage, cost, or expense, including outside attorneys fees (i) arising out of any claim of breach of your warranties, representations, undertakings, or covenants herein, (ii) arising out of any claim by any third party in connection with Spoken Giants' exercise of the rights granted by You under this Agreement, or (iii) arising out of any claim resulting from Spoken Giants' reliance on any information provided by You during the application process or subsequently thereafter, or any activity (including updates to your account profile) on your Spoken Giants account, whether authorized or unauthorized. You shall reimburse Spoken Giants for such loss on demand, and Spoken Giants may also recoup all or any portion of such loss out of royalties otherwise payable to You by Spoken Giants under this Agreement.
- B. Spoken Giants shall give You prompt notice of any third-party claim subject to your indemnity under this Agreement. You shall cooperate fully with Spoken Giants in connection with any such claim and shall make available all records or other information, and do all other acts, as Spoken Giants may reasonably require in defense of the claim. You shall have the right to participate in the defense or disposition of any claim to which your indemnity applies, and Spoken Giants, in its sole discretion, may at your request permit You to assume the defense of any claim (provided that Spoken Giants shall have the right to continue to participate in the defense); and, in either case, You shall exclusively bear all costs, including outside attorneys fees, of any such assumed defense.
- C. This indemnity shall survive the termination, for any reason, of this Agreement.

11. **Actions**

Spoken Giants shall have the right to institute or to decline to institute any action or proceeding to defend or to decline to defend any legal claim as Spoken Giants may, in its sole judgment, deems necessary or desirable to protect or defend the rights granted by You herein, including action to restrain, and to seek damages respecting any infringing performance of your Works. Spoken Giants may take such actions against any third party, in Spoken Giants' name and/or in your name, and may join others in such actions, provided that any action or proceeding instituted by Spoken Giants under this Section shall be at Spoken Giants' sole expense and for Spoken Giants' sole benefit. You will, at Spoken Giants' request, cooperate fully in the prosecution of any

action with respect to the infringement or other alleged violation of the rights granted herein. Spoken Giants may in its sole discretion settle, compromise, discontinue, or in any other manner dispose of any action instituted under this Section, and may enforce or satisfy any judgment that may be rendered therein.

12. Notices and Electronic Communications

- A. All notices required under this Agreement shall be transmitted in writing; however, Spoken Giants may communicate with You regarding any matter related to this Agreement and your Spoken Giants account, including, without limitation, your account information, royalty statements, and notices required under this Agreement, by electronic communications (e.g., by e-mail and/or postings on the password-protected area of the Spoken Giants website available to You). You agree that all electronic communications from Spoken Giants to You shall be deemed to be communications “in writing” and deemed delivered to You no later than the earlier of the date actually received or five (5) days from the date of posting or transmission.
- B. You may update your contact information, upon Spoken Giants’ approval of your application, by logging in on the Spoken Giants website (www.SpokenGiants.com).

13. Bankruptcy

If at any time during the Term of this Agreement You shall file, or be the subject of, a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or shall consent to the appointment of a receiver or trustee for all or part of your property, or shall institute, or be the subject of, any other insolvency proceeding, then, in such event, You acknowledge and agree that Spoken Giants shall continue to hold title to all rights in your Works granted herein, and Spoken Giants shall subrogate your rights to the payment of any monies hereunder to your trustee in bankruptcy, or receiver, or any successor to such rights.

14. Privacy Policy

You shall be subject to, and be bound by, the Spoken Giants Privacy Policy available on the Spoken Giants website and incorporated by reference into and made a part this Agreement.

15. Password Security

You are solely responsible for maintaining the confidentiality and security of your password necessary for accessing your Spoken Giants account, and are fully responsible for all activities that occur on such account, whether authorized or unauthorized. Except as otherwise agreed to by the parties in writing, no other individual shall be permitted to perform any acts on behalf of You under this Agreement or act as your representative.

16. Miscellaneous

- A. This Agreement sets forth the entire agreement of the parties regarding the subject matter hereof and may not be modified or amended except by written agreement signed by the parties hereto.
- B. This Agreement shall be construed in accordance with the laws of the State of Tennessee with respect to contracts executed and fully performed therein and shall be binding upon and inure to the benefit of the parties and their respective successors, heirs, and assigns. All claims regarding this Agreement shall be submitted to the exclusive jurisdiction of the state courts of Tennessee or to federal district courts located in the city, county, and state of Tennessee.

C. In the event any provision of this Agreement shall, for any reason, be held invalid or unenforceable, all other provisions hereof shall continue in full force and effect.

IN WITNESS WHEREOF, this Agreement has been executed on the date set forth below.

SPOKEN GIANTS, LLC

By: _____
Duly authorized

Date: _____

AFFILIATE:

EIN/SSN: _____

Date: _____
51184052.v1

SCHEDULE A
WORKS

SCHEDULE B
EXCLUDED WORKS