

SOUND RECORDING LABOR AGREEMENT

March 13, 2023– January 31, 2026

[This document incorporates language from the 2023 MOU for illustrative purposes but is not official.]

EXHIBIT B: TRADITIONAL MUSIC VIDEOS

The production, physical product sales, and digital exploitation of Traditional Music Videos shall be governed by the terms and conditions set forth below.

For purposes of this Exhibit, the term “Traditional Music Video” shall be defined as an audio-visual product that includes an audio element produced from a master record, and a visual element of the type or genre traditionally aired on television for promotional purposes, e.g., MTV, VH1, BET, CMT, etc.

For purposes of this Exhibit, Traditional Music Video physical product sales are sales of Traditional Music Video singles and compilations embodied in a physical format.

For purposes of this Exhibit, the term “Permanent Video Download” shall be defined as a Traditional Music Video which is sold via digital transmission in the U.S. and abroad in a manner which provides a permanent copy.

For purposes of this Exhibit, the term “Non-Permanent Video Download” shall be defined as a Traditional Music Video which is sold via digital transmission in the U.S. and abroad on a temporary, tethered, conditional or “timed out” basis.

For purposes of this Exhibit, the term “Video Stream” shall be defined as a Traditional Music Video which is sold via digital transmission in the U.S. and abroad using streaming technology and leaving no residual copy on the receiving device.

For clarification, “digital transmissions” shall include digital transmissions via the internet, digital cable or similar networks, e.g., the delivery of ringtones or traditional music videos to mobile phones. The parties have agreed upon a side letter, set forth on page 70 in the Sound Recording Labor Agreement, with respect to issues arising under satellite radio and other new technologies (if any).

1. Production

- A. Effective for all product produced on or after January 1, 2007, the Company will pay to each side musician, i.e. other than a “royalty artist,” (as that term is defined in the AFM Sound Recording Labor Agreement) who performs as a musician “on-camera” (including “sideline musicians” as that term is commonly understood) in a Traditional Music Video the applicable scale rate per 10 hour day. Effective April 3, 2023 that scale rate shall increase to \$413.55, \$425.96 effective February 5, 2024, and \$438.74 effective February 3, 2025) for a 10 hour day. Pension and health and welfare payments at the rates and conditions set forth in the AFM Sound Recording Labor Agreement shall be made. For work performed in excess of 10 hours in a day, the musicians shall be compensated at 1½ times the pro rata 10 hour payment at ½ hour intervals.
- B. A Meal Period shall be provided with the time of the meal period to be determined at the producer’s discretion subject to applicable state law.

2. Music Video Audio-Visual Capture

- A. When the Company engages a Musician to produce audiovisual content at a session, the Company will pay to each sidemusician a scale rate of \$350.00 for a 3-hour minimum call effective April 3, 2023, (\$360.50 effective February 5, 2024 and \$371.32 effective February 3, 2025). For session work performed in excess of 3 hours, the musicians shall be compensated at 1 ½ times the pro rata 3- hour payment at ½ hour intervals. Such payment shall permit the Company to release any amount of audio-visual content. All other premiums, benefits, break periods and doubling provisions in Exhibit A of the SRLA shall apply.
- B. If audio from the session is released as a sound recording, the Company shall pay to those Musicians who rendered services at the session an amount equal to all payments that would be required if the material had been recorded at a session under Exhibit A of this Agreement, as determined by

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minutes of audio released. However, no such payment is required to Musicians who were previously paid under this Agreement for services rendered in connection with a previous version of the track with the same Royalty Artist.

- C. Nothing herein shall require payment for the creation of an EPK as set forth otherwise in this agreement. Further, no payment shall be required as a result of incidental or informal recording of a session.
- D. This provision maybe used for live streaming of the session, but cannot be used if the session involves a ticketed audience, nor can it be used for entertainment programs of the type that have traditionally been covered under the AFM Television Videotape Agreement, including variety shows, music competition programs, award shows, etc.

3. Physical Product Sales

- A. Rate: Effective February 1, 2006, for the first ten (10) years of the period described in Section 2.C. below, the Company shall pay to the Sound Recording Special Payments Fund 1% of the Wholesale Price generated from Traditional Music Video physical product sales. For the following five (5) years of the period defined in Section 2.C. below, the Company shall pay .5% of the Wholesale Price generated from Traditional Music Video physical product sales.

The term “Wholesale Price” shall be defined as the per unit wholesale price (without deductions) actually received by the Company in connection with a Traditional Music Video physical product sale. In circumstances where there is no per unit wholesale price, “Wholesale Price” shall be defined as the monies actually received by the Company in connection with the sale of Traditional Music Video physical product.

- B. Exclusion: There shall be a 1,000 unit exclusion for Traditional Music Video physical product.
- C. Fifteen Year Limitation: The payments provided for under this Section 2 shall be made with respect to Traditional Music Video physical product sales which take place during the period commencing with the calendar year during which the record in which the Traditional Music Video physical product is first released for exploitation in any form and terminating at the end of the fifteenth calendar year thereafter. The year of such release shall be counted as the first year of the fifteen (15) years. For purposes of calculating the fifteen (15) year period for Traditional Music Videos produced prior to February 1, 2006, the first year shall be 2006.
- D. All payments required to be made under this Section 2 to the Sound Recording Special Payments Fund shall be distributed, net of all administrative costs, to the Musicians whose performances are embodied in the audio element contained in the Traditional Music Video, provided that in cases where a musician's distribution payment by the Sound Recording Special Payments Fund under this provision is calculated at an amount that is less than twenty-five (\$25.00), it shall be regarded as “de minimis” and shall be placed in a reserve fund, to be paid to the musician only if, when added to the musician’s distribution amount in either or both of the two following years, the cumulative amount is twenty-five dollars (\$25.00) or greater. Any such cumulative amounts that are under twenty-five (\$25.00) and remain undistributed by the end of the Sound Recording Special Payments Fund’s third fiscal year shall be re-deposited into the Sound Recording Special Payments Fund general account for distribution to all eligible musicians as part of the next annual distribution.
- E. There shall be no Music Performance Fund contributions on Traditional Music Video physical product sales.

4. Digital Exploitation

- A. Rate: Effective February 1, 2006, for the first ten (10) years of the period described in Section 3.C. below, the Company shall pay to the Sound Recording Special Payments Fund .55% of the

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Wholesale Price on Permanent Video Downloads, Non-Permanent Downloads of Traditional Music Videos or Video Streams (subject to applicable exclusions for Permanent Video Downloads). For the following five (5) years of the period described in Section 3.C below, the Company shall pay .3% of the Wholesale Price on Permanent Video Downloads, Non-Permanent Downloads of Traditional Music Videos or Video Streams (subject to applicable exclusions for Permanent Video Downloads).

The term “Wholesale Price” shall be defined as the per unit wholesale price (without deductions) actually received by the Company from a digital service provider in connection with Permanent Video Downloads, Non-Permanent Downloads of Traditional Music Videos or Video Streams. In circumstances where there is no per unit wholesale price, “Wholesale Price” shall be defined as the monies actually received by the Company from a digital service provider that are attributable to such Permanent Video Downloads, Non-Permanent Downloads of Traditional Music Videos or Video Streams. By way of illustration, the parties acknowledge that percentage of gross service revenue payments, percentage of advertising revenue payments, per-subscriber payments and per-use payments will generally be within the types of revenues that would be included within the calculation of “wholesale price.” The parties further acknowledge that content origination fees, digitization fees and advances not offset by actual digital transmissions are not generally within the types of revenues that would be included within the calculation of “wholesale price”.

- B. Exclusions: There shall be a 10,000 unit exclusion on Permanent Video Downloads. There shall be no exclusions on Non-Permanent Downloads of Traditional Music Videos or Video Streams.
- C. Fifteen Year Limitation: The payments provided for under this Section 3 shall be made with respect to Permanent Video Downloads, Non-Permanent Downloads of Traditional Music Videos and Video Streams which take place during the period commencing with the calendar year during which the record in which the Traditional Music Video is first released for exploitation in any form and terminating at the end of the fifteenth calendar year thereafter. The year of such release shall be counted as the first year of the fifteen (15) years. For purposes of calculating the 15 year period for exploitations of Traditional Music Videos produced prior to February 1, 2006, the first year shall be 2006.
- D. All payments required to be made under this Section 3 to the Sound Recording Special Payments Fund shall be distributed, net of all administrative costs, to the Musicians whose performances are embodied in the audio element contained in the Traditional Music Video, provided that in cases where a musician's distribution payment by the Sound Recording Special Payments Fund under this provision is calculated at an amount that is less than twenty-five (\$25.00), it shall be regarded as “de minimis” and shall be placed in a reserve fund, to be paid to the musician only if, when added to the musician’s distribution amount in either or both of the two following years, the cumulative amount is twenty-five dollars (\$25.00) or greater. Any such cumulative amounts that are under twenty-five (\$25.00) and remain undistributed by the end of the Sound Recording Special Payments Fund’s third fiscal year shall be re-deposited into the Sound Recording Special Payments Fund Traditional Music Video account for distribution to all eligible musicians as part of the next annual distribution.
- E. There shall be no Music Performance Fund contributions on the digital exploitation of Traditional Music Videos.

5. SPF Administration

The provisions of paragraph 1(c), 1(d), 1(e), 1(f), 1(g) 2(d), 2(f), 2(g), 2(i), 2(j), 2(k), 3, 4 and 5 of the Sound Recording Special Payments Fund Agreement shall apply to the payments required to be made under this Exhibit B in the same manner as they apply to the payments required to be made on phonograph records under Addendum A.

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6. Miscellaneous

- A. In the event that any Company maintains a separate subsidiary, division, or other department to license or otherwise exploit the Company's rights in a Traditional Music Video produced by a different subsidiary, division or department of the Company, "Wholesale Price" shall be deemed to mean the Wholesale Price received by the subsidiary, division or other department of the Company which serves as the production branch from the subsidiary, division or other department of the Company which serves as the "exploiting" branch. Where no separate subsidiary, division or other department serves as the production branch, the Company may make a reasonable allocation of the Wholesale Price of the Company from licenses attributable solely to fees or other payments which would be made to a production subsidiary, division, or other department of the Company, if one existed, or would be made to an outside producer and Company's revenues would be deemed to be the amount so allocated. The reasonableness of such allocation or the amount of the fee or other payment received by the producer, subsidiary, division or other department where the production and exploitation functions are separately maintained, shall be determined by the licensing fees paid to outside producers for comparable product, or in the absence of any such practice, by general prevailing trade practices with respect to video promos.
- B. It is understood and agreed that nothing contained herein is intended to diminish the rights of any musician, including royalty artists, to individually negotiate better terms and conditions in connection with services on Traditional Music Videos.
- C. The parties hereto agree that the payments required to be made by the Company, pursuant to paragraphs 1, 2, and 3, above, are intended to constitute the sole payments arising out of the production and/or exploitation of Traditional Music Videos under this Agreement by any party, to either the Federation or the Sound Recording Special Payments Fund, on behalf of, or to any individuals covered hereunder, unless such individuals negotiate for better terms and conditions pursuant to paragraph 4.B., above.
- D. Following the execution of this agreement, the Company shall promptly furnish to the Federation or the Sound Recording Special Payments Fund, upon request, a list of any covered Traditional Music Videos currently available for exploitation, and thereafter, from time to time, upon request, Company shall furnish a schedule listing amendments and additions thereto.
- E. The provisions of paragraphs 11, 12, 14, 22, 25, and 26, of the Sound Recording Labor Agreement (March 13, 2023) shall herein be deemed incorporated by reference.
- F. All present provisions of the Federation's Bylaws are made part of this agreement to the extent to which their inclusion and enforcement are not prohibited by any applicable law. No changes therein made during the term of this agreement shall be effective to contravene any of the provisions hereof.
- G. The Company agrees that the Sound Recording Special Payments Fund shall have the right, from time to time and at reasonable times during business hours, to have its duly authorized agent examine and audit the Company records and accounts concerning revenues derived from the sale or licensing of Traditional Music Videos covered hereunder; such examination and audit to be made for the purpose of the Federation's verifying any statements made by the Company pursuant to this agreement, during a period not exceeding four (4) years preceding such examination, and of determining the amount of payments due it thereunder. It is agreed that the four (4) year period provided herein shall not affect the operation of the applicable statute of limitations. The Company agrees to afford all necessary facilities to such authorized agent to make such examination and audit and to make abstracts and excerpts from said records and accounts as may be necessary or proper according to approved recognized accounting practices. Such examinations and audits shall be coordinated, to the extent practical, with examinations and audits made under the Sound Recording

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Special Payments Fund Labor Agreement so that inconvenience to the Company may be minimized.

- H. If during the term hereof, the Federation shall enter into any agreement with any Company engaged in the production of Traditional Music Videos of the type covered hereunder, which agreement contemplates the exploitation of such Traditional Music Videos, and which agreement contains terms more favorable than or different from those contained in this agreement, the Company shall have the right, at its option, to cause this agreement to be conformed therewith, provided, however, that no such right shall come into being by reason of any claim against any such Company by reason of the insolvency, bankruptcy, or other financial difficulty of such Company.

New Language For Electronic Distribution of Videos from Live Performance

Exhibit A Paragraph I. (2)

Audio-Visual Electronic Distribution of a Live Performance: Where not covered by the Low Budget Location Recording provisions of the agreement, audiovisual recordings produced from public performances intended to be distributed electronically as individual songs are within the scope of this Agreement. For purposes of this section, the term "produced" shall have the same meaning as set forth for Covered Concert DVDs. For the capture of such content, a payment of \$250.00 will be made to each musician (excluding Royalty Artists) whose musical services are embodied in the audiovisual content effective April 3, 2023 (\$257.50 effective February 5, 2024 and \$265.23 effective February 3, 2025). Such payment shall cover the first song released from such public performance and an additional payment of \$125.00 will be made to each musician for each subsequent song released from the same performance effective April 3, 2023, \$128.75 effective February 5, 2024, and \$132.61 effective February 3, 2025. Such payment shall be filed on a B-7 Report Form and all other premiums, benefits and doubling provisions of the SRLA shall apply. Other than as provided above, there shall be no licensing or any additional use of content covered in this provision unless payment is made in accordance with the applicable AFM Agreement.