

SCHEDULE A

LICENSEE'S MEMBER SUB-LICENCE AGREEMENT

TO: PHONOGRAPHIC PERFORMANCE LIMITED

1 Upper James Street, London, W1F 9DE ("the Licensors")

AND | |
| | ("The Licensee")

FROM: | |
| | ("the Member")

We confirm that we have been supplied with a copy of the Dubbing Licence dated 1st January 2020 between the Licensors and the Licensee ("the Licence").

The words and phrases defined therein shall be adopted for the purposes of this Agreement.

In consideration of you consenting to us acting as a Licensee's Member we hereby agree with each of you (and any persons to who you shall be entitled to assign your rights under the Licence) as follows:-

1. to observe perform and be bound by all the terms of the Licence which are capable of applying to us and in particular:
 - (a) that we shall be liable to pay to and shall account to the Licensee in the manner specified in Clause 10 of the Licence mutatis mutandis for all public performance fees payable to the Licensors by the Licensee in respect of the public performance of all Deliverables Dubbed pursuant to the Licence and (for the avoidance of doubt and without limitation) we acknowledge that we shall be subject to the provisions set out in Clause 5.3 of the Licence as if we were the Licensee named in such Licence;
 - (b) we shall strictly observe the terms of the Licence in relation to the terms on use and disposal of Deliverables.
 - (c) to supply the Licensee full details of the use of Deliverables and the Tracks which have been Dubbed onto such Deliverables and to register and (after one year) re-register each different Deliverables with the Licensee and/or surrender the same to the Licensee for destruction in accordance with the terms of the Licence.
 - (d) not to permit the use of any but registered Deliverables at competitions run or authorised by the British Dressage Ltd and practices therefore.
2. that our rights to act as a Licensee's Member shall be subject to and condition upon strict compliance with the terms of this Agreement and that the Licensors and the Licensee may by notice in writing to us at any time following a breach thereof terminate

our right to act as a Licensee's Member without prejudice to any accrued rights of action that the Licensor may have against us.

3. that all other terms and conditions contained in the Licence shall apply to this Agreement mutatis mutandis.

Signed

Duly authorised on behalf of the Licensee's Member.