

MEMBERSHIP AGREEMENT AND ASSIGNMENT OF PERFORMING RIGHTS

AGREEMENT made this 8th day of September, 2011.

BETWEEN: ADRIANA RACHEL DEPASCHOAL

Of 2-333 CLARK DRIVE, VANCOUVER, BC V5L 5A7

Referred to in this agreement as "MEMBER".

— and —

SOCIETY OF COMPOSERS, AUTHORS AND MUSIC PUBLISHERS OF CANADA, a company incorporated under Part II of the Canada Corporations Act, having its Head Office at 41 Valleybrook Drive, Don Mills, Ontario M3B 2S6 Canada referred to in this agreement as "SOCIETY".

In consideration of the mutual covenants and promises in this agreement and for other good and valuable consideration, SOCIETY and MEMBER agree as follows:

1. TERM

The term of this agreement is two years from the date that the agreement is signed by MEMBER and SOCIETY and for extended terms of two years each as provided in paragraph 2, unless terminated by either party in accordance with paragraph 3.

2. AUTOMATIC EXTENSION OF TERM

At the end of any two year term, this agreement will be automatically extended for an additional two year term unless terminated by notice as stated in paragraph 3.

3. METHOD OF TERMINATION

This agreement may be terminated at the end of any two year term. Either MEMBER or SOCIETY may effect termination of this agreement, effective at the end of any two year term, by giving written notice to the other party by registered mail at least three months before the end of any two year term. MEMBER shall not exercise the right to terminate this agreement until any advance given MEMBER has been fully recouped by SOCIETY.

4. DEFINITIONS

4.1 "MUSICAL WORK"

means any musical work or any part of a musical work now existing or created after this agreement has been signed and any words that are associated with the musical work, and shall include (without limiting this definition) the vocal and instrumental music whether live or contained in any reproduction of the musical work on any medium used to reproduce sound (including but not limited to any audio-visual work whether on film, tape, disc or on any other medium and whether now known or later invented).

4.2 "PERFORMING"

The word "performing" means performing by any means and in any manner and without limiting this definition includes communication by telecommunication and by any other means whether now known or later invented and "PERFORMANCE" and "PERFORM" shall have corresponding meanings.

4.3 "PERFORMING RIGHT"

The expression "performing right" includes any right that now exists or may exist in the future under the law applicable anywhere in the world, of performance of any musical work in public by any means whether now known or later invented and in any manner, and of communication of any musical work to the public by telecommunication or authorizing or prohibiting any public performance or any communication of any musical work by means of telecommunication but does not include any of the following:

- i. The performance of an opera, operetta, musical play, or similar work in its entirety insofar as it consists of words and music that were written expressly for it and when performed with the dramatic action, costumes or scenery of that work, except in cases where the performance is delivered as part of a pre-recorded audio-visual work (including but not limited to film and video).
- ii. The performance of a choreographic work in its entirety insofar as it consists of words and music or music alone written expressly for it and when performed with the live visual representation of that same choreographic work, except in cases where the performance is delivered as part of a pre-recorded audio-visual work (including but not limited to film and video).

5. ASSIGNMENT OF PERFORMING RIGHTS

MEMBER assigns to SOCIETY for the term of this agreement and in accordance with the Bylaws and the Rules and Regulations of SOCIETY as amended from time to time, all performing rights in every part, share or interest in every musical work that was created by MEMBER alone, jointly or in collaboration with others before the date of this agreement and that is now owned, in whole or in part by MEMBER and all performing rights in every part, share, or interest in every musical work that may be created by MEMBER alone, jointly or in collaboration with others in whole or in part, during the term of this agreement. It is understood that the rights assigned by this agreement are exclusive to SOCIETY for the term of this agreement.

The assignment of all performing rights in musical works created during the term of this agreement shall be deemed to be assigned to SOCIETY by this agreement for the term stated, at the same time the work is created by MEMBER.

6. WARRANTY OF TITLE OF MUSICAL WORKS ASSIGNED

MEMBER warrants that member has the right and authority to assign the rights to SOCIETY in accordance with this agreement. MEMBER warrants that the musical works, the performing rights of which are assigned by this agreement, do not and will not infringe the copyright in any other work and that MEMBER will reimburse SOCIETY for any loss, costs or damages which SOCIETY may incur if a claim is made against SOCIETY which relates to the rights assigned by this agreement. Furthermore, MEMBER shall not enter into any other agreement under which MEMBER is required to create any musical work or part of any musical work, without inserting in the agreement a provision that makes that agreement subject to the assignment in this agreement.

7. OBLIGATIONS OF MEMBERS

7.1 NOTIFICATION OF WORKS

Upon signing this agreement, MEMBER shall notify SOCIETY in the manner prescribed by SOCIETY, of all those works that are assigned by this agreement, and MEMBER shall notify SOCIETY of any and all additional works at the time MEMBER creates those works and shall also, when requested by SOCIETY, provide SOCIETY with a copy or recording of each work. SOCIETY shall not be responsible for any loss or damage that may be caused by MEMBER's failure to comply with this provision.

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7.2 CO-OPERATION IN INFRINGEMENT ACTIONS

If required, MEMBER agrees from time to time during the term of this agreement to execute any documents that are reasonably required by SOCIETY and to do those acts that are necessary to allow SOCIETY to enforce the rights assigned by this agreement.

7.3 INTERESTS OF THE SOCIETY

MEMBER shall not do anything that may prejudice the interests of SOCIETY and shall co-operate with SOCIETY and its officers and with fellow members in furthering the interests of SOCIETY and shall give to SOCIETY its officers and fellow members, all reasonable assistance in that behalf.

8. OBLIGATIONS OF SOCIETY

8.1 COLLECTION OF ROYALTIES

SOCIETY shall use its best efforts to collect all royalties that are properly payable to SOCIETY for the licensing in Canada of the rights that are assigned to it and for licensing of those rights in other territories throughout the world. It is understood that SOCIETY may enter into agreements with similar societies in other territories and that the licensing of the rights assigned or licensed by SOCIETY in respect of these territories and the distribution of the royalties collected from the licensing of those rights in those territories are subject to the laws and distribution rules of the societies in those territories.

8.2 DISTRIBUTION OF ROYALTIES

SOCIETY shall distribute to MEMBER, in accordance with the By-Laws, Rules and Regulations of SOCIETY as amended from time to time, those royalties, if any, that are earned on account of the licensing of the performing rights in those musical works assigned to SOCIETY by MEMBER by this agreement.

8.3 INFRINGEMENTS OF PERFORMING RIGHTS

SOCIETY and any Society with which SOCIETY has a reciprocal agreement shall have the right to institute or defend in its own name or in the name of the MEMBER, or otherwise, legal proceedings in respect of the rights assigned and MEMBER shall not be required to pay for any of the costs, charges and expenses of those proceedings.

9. ELECTION OF BOARD OF DIRECTORS

MEMBER'S right to vote in the election of the Board of Directors and the weight of that vote shall be determined according to the provisions of the By-Laws, Rules and Regulations of SOCIETY.

10. ASSIGNMENT

The agreement and the rights and obligations under this agreement are not transferable or assignable by MEMBER except in accordance with the Rules and Regulations of SOCIETY.

11. SUCCESSORS AND ASSIGNEES OF THIS AGREEMENT

This agreement shall be binding on the heirs, legal representatives or other successors in interest and assigns of MEMBER and SOCIETY.

12. NO IMPLIED TERMS

This agreement is the only and complete agreement between MEMBER and SOCIETY and no additional terms are or may be implied, nor can any terms be changed except in writing signed by both parties and expressly made part of this agreement. If part of this agreement is declared void by a court of competent jurisdiction, the remaining parts shall continue to be binding and shall have the same force and effect as if the void part were deleted from the agreement.

SIGNED

by MEMBER

in the presence of

(Signature of witness)

Steve Thompson

203-541 East Broadway 8.8
2-338 Clark St VAN

(Print name and address of witness here)

this 5th day of Oct, 2011

FOR OFFICE USE ONLY:

MEMBER NUMBER: 7434211

SIGNED SEALED AND DELIVERED by

SOCIETY OF COMPOSERS, AUTHORS AND MUSIC PUBLISHERS OF CANADA

per

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this 10th day of August, 2012

No 'PC'