

BRIDGER **General Terms and Conditions of Subscription**

Introduction to BRIDGER

BRIGER S.A. is a “Société Anonyme” (Limited Company) with a capital of 30,000 euros, registered in the Luxembourg Trade and Companies Register under the number B 248623. Its registered office is located at 76, avenue de la Liberté, L-1930 Luxembourg, Luxembourg.

BRIDGER is an independent management organization regulated in particular by the provisions of :

- The Directive 2014/26/EU of the European Parliament and of the Council of 26 February 2014 on the collective management of copyright and related rights and the multi-territorial licensing of rights in musical works for online use in the internal market (the "Directive"),
- The Act of 25 April 2018 on the collective management of copyright and related rights and the multi-territory licensing of rights in musical works for online use in the internal market.

One of the objectives of the above texts is to ensure and guarantee the freedom of the holders of copyright and neighboring rights in the management of the said rights by allowing them, in particular, to choose between collective and individual management, to determine the rights or categories of rights for which they wish to entrust a management mandate to one or more collective management organizations, to define the territories concerned by each mandate, to easily withdraw their mandates as well as to grant authorizations for uses which do not give rise to any commercial advantage.

BRIDGER was created to allow rights holders to fully benefit from these advantages, while offering an efficient and competitive service.

Article 1. Purpose

The purpose of these General Terms and Conditions of Subscription is to determine the conditions under which rights holders (whether authors or composers) may entrust BRIDGER, as an independent management organization, with the management of their copyright.

Article 2. Definitions

GTCS	means the present General Terms and Conditions of Subscription.
Mandate	means the acceptance form of the GTCS, containing the scope of the management mandate entrusted to BRIDGER and the information necessary for the execution of the GTCS.
Party/Parties	means BRIDGER, a Subscriber or both at the same time.
Personal data	means any data or other information defined as such by the applicable European regulations on personal data protection and in particular Regulation n° 2016/679, known as the General Data Protection Regulation ("GDPR").
Quarter	means three consecutive months based on the calendar year (January 1 to March 31; April 1 to June 30; July 1 to September 30 and October 1 to December 31).
Subscriber	means any author / composer who has entrusted BRIDGER with the management of his/her copyright by signing the Mandate.
Territory	means all the operating territories covered by the Mandate entrusted to Bridger.

Article 3. Subscription Terms

3.1. Any natural person who is an author, composer or beneficiary of the latter and who holds copyright in musical works may become a Subscriber to Bridger's services.

3.2. Any person fulfilling this condition and wishing to become a Subscriber must:

- Create an account on the BRIDGER website by filling in the necessary information and choosing a login and a password;
- Provide BRIDGER with all information necessary for the management of her/his copyright, in a correct and complete manner. If the Subscriber fails to do so, BRIDGER reserves the right to suspend the performance of these Terms and Conditions or to terminate the subscription to its services, without notice, at its sole discretion.
- Confirm the acceptance of the present GTCS and the scope of the Mandate, by means of an electronic validation made available by BRIDGER.

It is specified that in the event that the Subscriber combines different qualities (author and/or composer), the creation of a single account will be sufficient to manage all his activity.

3.3. If necessary, BRIDGER reserves the right to ask the Subscriber at any time for any information it deems useful, including a copy of Subscriber's personal identification document.

3.4. The subscription to BRIDGER's services is not subject to any other condition of exploitation or ownership of a certain number of works.

Article 4. Mandate

4.1. By agreeing with the present GTCS, the Subscriber grants BRIDGER an exclusive Mandate to exploit, on the Internet and in the Territory mentioned in Article 8 below, the following copyrights on the musical works of which the Subscriber holds all or part of the rights (hereinafter the "Rights"):

- (i) The mechanical reproduction right (MEC) which includes the reproduction and distribution of a work on any current or future digital media through permanent or temporary downloads, for offline listening and through interactive or non-interactive streaming;
- (ii) The Public Performance Right (PER), which includes public performance, i.e., performances, recitations and other public performances of a Work by any present or future online means or procedure;

4.2. The Mandate entrusted to BRIDGER is valid for exploitation of the Rights on online music services (or "DSP": Digital Service Provider) offering download and streaming services in various forms (e.g. Deezer, Spotify, Apple Music, etc.), as well as on platforms offering user generated content (or "UGC") such as YouTube and social networks. Any other exploitation on the Internet, and in particular those allowing the Subscriber to be remunerated directly by its community (e.g. Patreon), are excluded from the mandate entrusted to BRIDGER.

4.3. During the term defined in Article 6, the Subscriber further mandates BRIDGER to:

- (i) Manage the Rights in the Territory;
- (ii) Grant non-exclusive licenses to the Rights for the exploitation of the works in all or part of the Territory, by way of license agreements. Licenses may be sublicensed, in whole or in part, by a licensee to a sublicensee;
- (iii) Collect all royalties and other monies derived directly or indirectly from the exercise of the Rights and arising from the foregoing licenses;
- (iv) Determine Subscriber's share of royalties and pay them to the Subscriber in accordance with the distribution rules set forth by BRIDGER in these GTC;
- (v) Take any and all relevant actions to protect and defend the Rights and Subscribers;

- (vi) Sublicense the Rights to any entity for the purpose of efficient royalty collection, with respect to certain Rights and/or territories.

Article 5. Subscribers' Obligations

5.1. Each Subscriber must comply with these GTCS and as such agrees to:

- Provide BRIDGER with accurate and complete data;
- Declare to BRIDGER's repertoire, using the interface accessible from its user account, all works of which it is the creator (author/composer) or the beneficiary and guarantee that these works are not tainted by infringement, plagiarism or illicit borrowing;
- For works that have been previously exploited under a Creative Commons license, it is specified that BRIDGER will only be able to add to its repertoire those works that are subject to licenses that do not allow commercial exploitation (for example, BY-NC-ND licenses);
- Expressly mention when a work in Subscriber's repertoire borrows or reproduces a pre-existing work;
- Not to bring to the benefit of anyone (including collective management organization or independent management organization) any of the Rights already entrusted in management under the Mandate;
- To perform all the acts necessary for BRIDGER to carry out the missions entrusted to it under the Mandate;
- To make known at the time of his admission those of his works for which he had previously entrusted to a third party the exercise of the Rights whose management is entrusted to BRIDGER. He undertakes to include the said works in BRIDGER's repertoire as soon as possible;
- Notify BRIDGER of any change in the ownership of the Rights, in whole or in part, and provide true, current and accurate information as soon as such change becomes effective, providing all necessary documents upon request by BRIDGER;
- Provide BRIDGER, upon request, with any information relating to the Works and the agreements related thereto, especially in relation to their management;
- Provide BRIDGER with all information and documentation relating to the total or partial cancellation of a management contract with another collective management organization and/or an independent management organization, in order to guarantee and allow BRIDGER the peaceful management of the Rights granted under the Mandate;

- Notify BRIDGER of any changes to the information provided at the time of subscription or subsequently. The Subscriber may change this information from its user account;
- Immediately notify BRIDGER of any loss or unauthorized use of Subscriber's account, user ID and/or password. Passwords and User IDs are personal and the Subscriber agrees not to disclose them. As such, BRIDGER cannot be held responsible for the use of Subscriber's IDs and password by a third party to whom the Subscriber has communicated them or who has had access to them as a result of Subscriber's fault, clumsiness or negligence;
- In general, not to do or undertake anything that may harm the interests of BRIDGER and its Subscribers.

5.2. The subscriber guarantees to BRIDGER:

- That it has full power and capacity to grant the Rights assigned under the terms of the Mandate;
- That it has not done and will not do, by way of assignment to a third party or by any other means, any act that may compromise, prevent or hinder the performance of the Mandate by BRIDGER;
- That he/she is personally liable to BRIDGER for non-compliance with this article. The Subscriber agrees to (i) indemnify BRIDGER for all expenses incurred by any claims and/or litigation brought by third parties as a result of Subscriber's breach of its warranty obligation, including attorney's fees and costs, and (ii) pay to third parties the penalties imposed on BRIDGER.

Article 6. Duration

6.1. The subscription to these GTCS and the Mandate entrusted to BRIDGER is valid for a minimum of one year (four Quarters) (the "Initial Period"). The services offered by BRIDGER will take effect on the first day of the Quarter following the one during which the Subscriber has registered.

Thus, for example, if the creator (author/composer) or the beneficiary subscribes in May of the year N, the services will take effect on July 1st of the same year and the Initial Period will run until June 30th of the year N+1.

6.2. Please note that if the Subscriber has, at the time of his subscription to Bridger's services, already entrusted a third party with the collective management of the Rights specified in article 5 above (either to a collective management organization or to another independent management organization), the said services will take effect on the first day of the Quarter following the one during which the mandate entrusted to the said third party will have definitively expired.

Thus, for example, if the creator (author/composer) or the beneficiary subscribes in May of the year N and withdraws his works from the repertoire of an independent management organization (SACEM, SABAM, etc.) with effect on December 31st of the year N, BRIDGER's services will take effect on January 1st of the year N+1 and the Initial Period will run until December 31st of the year N+1.

6.3. Upon expiration of the Initial Term, the Mandate shall be tacitly renewable at its expiration for successive periods of one Quarter (the "Successive Terms"), except in case of withdrawal of the Rights by the Subscriber, under the conditions of Article 14.

6.4. In the event that the Subscriber has not, at the time of registration, entrusted a third party with the collective management of the Rights specified in article 5 above (whether to a collective management organization or to an independent management organization), BRIDGER undertakes to use its best efforts to retroactively collect any royalties owed to the Subscriber in respect of the exploitations referred to in article 5 above during the two years prior to its subscription to the Bridger services, subject to the possibilities offered by the DSPs and UGC platforms concerned.

Article 7. Free Subscription

Exceptionally, for any subscription made during the year 2022, BRIDGER will not charge any fees (apart from the commissions provided for in article 12) in return for the services rendered to the Subscriber, for the entire duration of the Mandate.

Article 8. Territory

The Mandate entrusted to BRIDGER is valid for the whole world. However, for territories outside of Europe and North America, BRIDGER has only an obligation of means to execute the said Mandate.

Article 9. Defense of Rights

9.1. Under the terms of the Mandate, BRIDGER may, at its sole discretion and at its own expense, institute any legal action, whether as plaintiff or defendant, by any judicial or extra-judicial means, to enforce the rights it exercises in its own name or in the name of its Subscribers in order to stop and sanction any infringement of said rights.

9.2. Subject to the express prior consent of the Subscriber, BRIDGER may represent and use the name of the Subscriber as plaintiff or defendant in any of the above proceedings.

Article 10. Terms of Distribution

The sums generated by the exploitation of the works declared to BRIDGER are subject to a double distribution.

10.1. Firstly, a breakdown according to the Right implemented by the operation carried out, as follows:

	MEC	PER
For the exploitations referred to in article 4.2 by online music services that have a direct contract with BRIDGER	25%	75%
For the exploitations referred to in clause 4.2 by online music services that do not have a contract with BRIDGER and for which BRIDGER uses an intermediary (sublicensee - see clause 4.3 (vi))	Allocation in accordance with the rules applicable by the intermediary	

10.2. Secondly, a distribution of Rights according to Subscriber's status (author and/or composer) in the work in question.

For this distribution, the authors, composers and possible publishers of each work will be free to specify the distribution they wish to see applied for each of the Rights (MEC or PER). However, it is specified that the publisher will not be able to claim more than 50% for the MEC and 33.33% for the PER.

If the authors, composers and possible publishers concerned have not informed BRIDGER of their distribution agreements, and subject to particular contractual issues, the distribution of the royalties collected will be carried out as follows:

In the case of an unpublished work		
	MEC	PER
Author	50%	50%
Composer	50%	50%

In the case of a published work		
	MEC	PER
Author	25%	33,33%
Composer	25%	33,33%
Publisher	50%	33,33%

Article 11. Payment of Royalties

11.1. After distribution, the sums due are made available by BRIDGER to the Subscriber, each Quarter starting from the third Quarter following the start of the Mandate. Where applicable, depending on the technical and operational possibilities offered by the online music services with which BRIDGER has entered into licenses and the related costs, BRIDGER may

make the royalties available to the Subscriber monthly. The time periods set forth in this Section are subject to timely provision of relevant information to BRIDGER by the online music services and/or sublicensees. They may be extended by 30 (thirty) days in case of default of the online music services and/or sublicensees.

11.2. The amount of the royalties will be available within 30 (thirty) days following the end of the corresponding Quarter. From this date, the payment of the royalties may be made at any time, by bank transfer, at the request of the Subscriber directly from his user account. BRIDGER will issue the corresponding invoice directly to the Subscriber, which will be accessible and downloadable directly from Subscriber's user account. The Subscriber shall expressly notify BRIDGER if it is subject to a special accounting regime requiring special billing.

11.3. Any bank charges relating to the payment of royalties by BRIDGER to the Subscriber shall be borne by the latter.

11.4. Each payment to the Subscriber shall be accompanied by a detailed royalty statement including, but not limited to, the exploitation of Subscriber's works during the period in question. Said statement shall be accessible and downloadable directly from Subscriber's user account.

Article 12. Commission

12.1. In consideration of the various Mandates given by the Subscriber to BRIDGER for the management of its rights, licensing, collection and distribution of royalties and other amounts, etc., BRIDGER shall charge a commission of 10% of the royalties collected on behalf of the Subscriber.

12.2. At the beginning of each calendar year, BRIDGER may modify the amount of commissions charged in accordance with the preceding paragraph, provided that it has informed the Subscribers at least three (3) months in advance, directly in writing to the address indicated by the Subscriber and by making it available to the public on BRIDGER's website. The change in fees shall be deemed to have been accepted by the Subscriber if the Subscriber does not communicate his refusal before the change takes effect. If the Subscriber decides not to accept the change and notifies BRIDGER of its refusal, these GTCS shall be terminated as of the day the changes become effective..

12.3. In case of international management entrusted to third party management entities, the fees and commissions generated by these entities may be applicable and may be added to the fees charged by BRIDGER, provided the Subscriber is informed in advance.

Article 13. Transparency

Subscribers may at any time send their requests concerning the use of their Rights and, if necessary, their disputes, directly from their user account or to the following address: support@rightsbridger.com

Subscribers may at any time access and/or retrieve information about themselves from their user account.

Article 14. Withdrawal

14.1. The Subscriber may, at any time after the Initial Term (see Article 6), fully and absolutely terminate the Mandate entrusted to BRIDGER, by completing the required form and sending it to BRIDGER from its user account.

The withdrawal request must be made no later than one (1) month prior to the end of the current Quarter. The total withdrawal of the rights will then be effective on the first day of the Quarter following the one in which the withdrawal request was made.

Thus, for example, for a withdrawal request made on April 28 of year N (more than one month before the end of the current Quarter - April/May/June), the withdrawal of the Mandate will be effective on July 1 of the same year.

If the withdrawal occurs less than one (1) month before the end of the current Quarter, the total withdrawal of the Mandate will then be effective on the first day of the second Quarter following that of the withdrawal request.

Thus, for example, for a withdrawal request made on May 1 of year N (less than one month before the end of the current Quarter - April/May/June), the withdrawal of the Mandate will be effective on October 1 of the same year.

14.2. When a Subscriber withdraws completely as provided for above, he/she retains, for the exploitations of the works that were still managed by BRIDGER at the effective moment of withdrawal, the Rights set forth in the articles "distribution terms"; "payment of royalties"; "management fees" and "transparency".

14.3. Subscriber's user account will remain active and accessible to the Subscriber for a period of 18 (eighteen) months following BRIDGER's payment of fees for the last active Quarter. BRIDGER will also provide the Subscriber with a notice of termination at that time.

14.4. For a period of 3 years following the effective withdrawal of the Subscriber, the latter may request annually from BRIDGER a statement of royalties in order to receive any amounts that may have been collected for his benefit after his withdrawal. This request must be sent by the former Subscriber before each anniversary date of the withdrawal, by e-mail to the following address: support@rightsbridger.com

Article 15. Death

15.1. In the event of the death of a Subscriber, his beneficiaries, assignees or successors may take over the benefit of the Mandate, subject to compliance with the eligibility rules set forth in these GTCS.

15.2. It is specified that in the event of multiple heirs, assignees or successors, the latter are required to appoint a single representative, whether a natural person or a legal entity, and to give him all powers to represent them in the execution of the Mandate.

15.3 Where applicable, BRIDGER may request the heirs, assignees or successors to provide any document proving their status. Failing this, BRIDGER may terminate the Mandate.

Article 16. Personal Data

16.1. For the purposes of the execution of the Mandate, BRIDGER, as data controller, collects and processes Subscribers' Personal Data necessary for the following purposes: to provide services related to the management of their Rights in accordance with the GTCS, to improve its services, to contact Subscribers and to provide customer service and to contact Subscribers for commercial prospecting.

16.2. BRIDGER undertakes to comply with its obligations under the GDPR. For more information about BRIDGER's processing of personal data, please see the Privacy Policy: <https://www.rightsbridger.com/privacy-policy>

16.3. The Personal Data collected is only intended for use by BRIDGER. The Personal Data collected may, however, be communicated to third parties under contract to BRIDGER, for the performance of services related to the Mandate. Prior to any transfer of information, BRIDGER verifies the compliance of the purpose of each request and ensures that only the elements strictly necessary for the execution of the services are transmitted by the service provider/subcontractor. It is specified that these third parties will only have limited access to the Personal Data strictly necessary for the execution of their services and will be obliged to use it in accordance with the provisions of the GDPR.

16.4. The Personal Data processed by BRIDGER is hosted on servers located within the European Union.

16.5. BRIDGER takes all reasonable and appropriate precautions to ensure the security and confidentiality of the Personal Data processed and to prevent it from being distorted, damaged, destroyed or accessed by unauthorized parties.

16.6. You may access your Personal Data or request their deletion. You also have the right to object, the right to rectify and the right to limit the processing of your data. To exercise these rights or for any question about the processing of your data, you can contact our Data Protection Officer (DPO) at the following address

- legal@rightsbridger.com
- Bridger SA / DPO - 76, avenue de la Liberté - L-1930 Luxembourg - Luxembourg

If you feel, after contacting us, that your rights are not being respected or that the access control system does not comply with data protection rules, you may submit a complaint to the CNPD.

Article 17. Termination

In the event of Subscriber's failure(s) to comply with its obligations, not remedied within fifteen (15) days from the date of notification sent by BRIDGER, the latter may immediately terminate the Mandate, without formality and without prejudice to any damages to which it may claim.

Article 18. Consequences of withdrawal or termination

In the event of Subscriber's withdrawal as per clause 14 or BRIDGER's termination as per clause 17, the royalties collected by BRIDGER on behalf of the Subscriber shall automatically be paid to Subscriber's bank account, less any amounts owed by the Subscriber to BRIDGER.

Article 19. Divers

19.1. The Mandate regulates the entire relationship between the Parties and supersedes all prior agreements and discussions between the Parties.

19.2. BRIDGER reserves the right to modify these Terms and Conditions at any time. In this case, BRIDGER will notify the Subscriber sufficiently in advance of the changes to be made. The Subscriber may then decide to accept the proposed modifications or to withdraw its Mandate under the conditions of article 14. It is specified that in the absence of a reply (acceptance or refusal) from the Subscriber within the time limit indicated by BRIDGER, the proposed modifications will be deemed accepted and will be applicable to the Subscriber as soon as they come into force.

19.3. All correspondence relating to the Mandate shall be sent to the address of the relevant Party as indicated (i) for BRIDGER, in Article 1 above and (ii) for the Subscriber, to the address he/she has provided to BRIDGER. The Parties shall inform each other of any change of address. In the event that one of the Parties fails to inform the other Party of its change of address and if, as a result, the latter is unable to perform some of his/her/its contractual obligations, the other Party shall not be considered in default for such non-performance.

19.4. The fact that any clause of the present document is declared null, unenforceable, null and void, illegal or inapplicable shall not call into question the validity, enforceability, legality or applicability of the other stipulations of the Mandate and shall not exonerate the Parties from the execution of the said Mandate.

19.5. The Parties agree that the Mandate may be signed electronically and that electronic signatures have the same value as written signatures for purposes of validity, enforceability and admissibility.

Article 20. Applicable Law

The Mandate is governed by Luxembourg law and the reference language for any dispute or interpretation is the French language.

Any dispute arising from the interpretation or execution of the Mandate will be the subject of an attempt at amicable settlement between the Parties. Any dispute resulting from the present Mandate will be the exclusive competence of the courts of Luxembourg.