REMIX AGREEMENT

Remix on Commission · Productions Only · No Dubplates

Marshall Neeko · Jah Golden Throne Records

This Remix Agreement (the "**Agreement**") is made on the Effective Date between the Producer and the Client identified in the Order Details below. **Sections 3 and 5 apply from the moment the Client sends a sample of the Original Song. The Client accepts this Agreement in full by paying the fee, by supplying the Vocal Materials, or by signing it, whichever occurs first.** Please read it carefully before sending anything: it limits the Producer's responsibility, places the responsibility for the Original Song and the Release on the Client, and sets a fee for each vinyl Repress. **Sections 2, 3, 4, 5, 6, 7, 10, 11 and 12 are particularly important.**

ORDER DETAILS

Order reference	_____
Effective Date	_____
PRODUCER	**Marshall Neeko** (professional name), acting in his own name as an individual author-composer, under the label name **Jah Golden Throne Records** Legal name: _____ Address: _____ Tax / registration no. (if applicable): _____ E-mail: riseupcrew@gmail.com SACEM member (author-composer): Yes · IPI / member no.: _____
CLIENT	Artist / label name: _____ Legal name: _____ Address: _____ E-mail: _____ The Client acts: ☐ for professional purposes ☐ as a consumer
ORIGINAL SONG (Section 3)	Title and artist: _____ Writers, publisher and label: _____ mp3 sample received on: _____ · Accepted by the Producer on: _____
REMIX	Working title: _____ Format of the Release (Section 6): ☐ **Digital** — USD 350 ☐ **Vinyl** (includes digital) — USD 700 Fee paid: USD _____ · Payment method / transaction ID: _____ Remix Sample (30 seconds) sent on: _____ · validated by the Client on: _____
Remix Files (Section 5)	☒ WAV file, not mixed, not mastered ☐ Stems of the Remix Instrumental (only if agreed in writing): _____ Mastering and vinyl pre-mastering: **not included**
Third-Party Elements (Section 10)	☐ **None.** No sample or third-party pre-existing recording is used in the Remix Instrumental. ☐ **Disclosed:** _____ Clearance: ☐ the Client's responsibility ☐ cleared by the Producer, as stated: _____
Producer's Composition Share (Section 9)	Share of the rights in the Remix held by the Producer, as composer of the Remix Instrumental: _____
Credit line (Section 9)	"Remix by Marshall Neeko (Jah Golden Throne Records)" — or: _____
Client's Release	Release name / label / distributor (if known): _____ Planned release date: _____

The Order Details form part of this Agreement. If the Order Details and the terms below conflict, the Order Details prevail on the points they expressly address.

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Agreement:

(a) "**Producer**" means Marshall Neeko, professional name of the individual identified in the Order Details, who acts in his own name as an individual author-composer and uses the label name Jah Golden Throne Records, which is not a separate legal entity.

(b) "**Client**" means the artist, label or other person identified in the Order Details who commissions the Remix.

(c) "**Original Song**" means the existing song identified in the Order Details.

(d) "**Original Rights Holders**" means all owners of rights in the Original Song and the Vocal Materials, including writers, composers, publishers, performers, producers and labels.

(e) "**Vocal Materials**" means the vocals, a cappella and any other audio elements of the Original Song supplied by the Client for the Remix.

(f) "**Remix Instrumental**" means the new instrumental and arrangement composed and produced by the Producer for the Remix, including its Stems, sounds and versions, excluding the Vocal Materials.

(g) "**Remix Sample**" has the meaning given in Section 5.1.

(h) "**Remix**" means the new version of the Original Song made of the Vocal Materials and the Remix Instrumental.

(i) "**Release**" means the first commercial release of the Remix in the format paid for. All versions of the same Remix (for example radio edit, clean or explicit version, instrumental version, a cappella, extended version) count together as one Release.

(j) "**Digital Release**" means a release in digital formats (download and streaming).

(k) "**Vinyl Release**" means a release of the Remix on vinyl records of any size or speed, which includes the Digital Release of the same Remix.

(l) "**Repress**" means any pressing of vinyl records of the Remix after the initial pressing, including re-pressings, reissues, re-editions, coloured or special editions and inclusion on a further vinyl compilation, whatever the quantity.

(m) "**Dubplate**" means a one-off or limited custom recording, acetate or unreleased exclusive made for sound-system play rather than for commercial release.

(n) "**Stems**", "**Third-Party Elements**", "**Licensed Sound Materials**", "**CMO**" and "**Platform**" have the meanings they usually have in music production and distribution: individual audio tracks; pre-existing samples or recordings owned by a third party; royalty-free or commercially licensed sound libraries, loops and virtual instruments used under their own license terms; collective management or performing rights organizations such as SACEM; and any streaming service, store, social network, distributor or content identification system.

2. SCOPE: PRODUCTIONS ONLY; NO DUBPLATES

2.1 The Producer remixes only for commercial productions, that is, for releases. **He does not accept, and this Agreement does not cover, any Dubplate.** The Client shall not use the Remix or the Remix Instrumental as a Dubplate, nor supply them for Dubplate use.

2.2 **Selection.** The Producer accepts a remix only if the Original Song inspires him and pleases him. His decision is at his sole discretion. He has no obligation to accept a request or to give reasons for declining it.

3. REQUEST, SONG SAMPLE AND ACCEPTANCE

3.1 The Client first sends the Producer an mp3 sample of the Original Song (the "**Song Sample**"). The Producer uses the Song Sample only to decide whether to accept the remix, and shall not share or publish it. He will delete it on request if he declines.

3.2 The Producer informs the Client of his decision by e-mail. If he declines, no fee is due and neither party has any obligation to the other.

3.3 If the Producer accepts, he confirms by e-mail and the parties complete the Order Details. The Client then supplies the Vocal Materials. No fee is due at this stage.

4. CLIENT'S RIGHTS, AUTHORITY AND WARRANTIES

4.1 The Client warrants that: (a) it owns or controls the Original Song and the Vocal Materials, or holds the written authorization of all Original Rights Holders, and has the right to have them remixed and to release the Remix in the format paid for; (b) it has obtained every clearance, consent and credit needed for the Original Song and the Vocal Materials, including for samples, featured artists and co-writers; (c) the Vocal Materials are supplied lawfully and, unless disclosed to the Producer in writing, contain no content generated by a generative artificial intelligence system; and (d) the Release of the Remix will not infringe any law or right of any third party in respect of the Original Song, the Vocal Materials or the Client's contributions.

4.2 The Client shall provide proof of the authorization of the Original Rights Holders on request. The Producer may suspend or refuse the work if he has reasonable doubt about it, without liability.

4.3 The Producer acts only as remixer. He is not responsible for the Original Song, the Vocal Materials or the exercise of the rights of the Original Rights Holders.

5. CREATION AND DELIVERY; NO REVISIONS

5.1 **Remix Sample.** Once the Vocal Materials have been supplied, the Producer composes and produces the Remix Instrumental and sends the Client, by e-mail, an mp3 sample of the Remix of approximately thirty (30) seconds (the "**Remix Sample**") for validation. The arrangement, sounds and creative choices are the Producer's. He will use reasonable efforts to send it within the timeframe agreed by e-mail, but time is not of the essence. The Remix Sample is for private listening only and grants no license.

5.2 **Validation; cancellation.** The Client validates the Remix by an express written confirmation (an e-mail is sufficient). No fee is due before that validation. If the Client declines the Remix Sample, or does not validate it within ten (10) days of receipt, the order is cancelled automatically: no fee is due, no license is granted, neither party has any liability to the other, the Client shall delete the Remix Sample, and the Producer shall delete the Vocal Materials. The Producer keeps all rights in the Remix Instrumental.

5.3 **Payment, then delivery.** After validation, the Client pays the fee under Section 6. The Producer delivers the Remix Files described in the Order Details, by download link or e-mail, only after receipt of the fee in cleared funds, and delivery is complete when the files are sent. If payment is not received within seven (7) days of the validation, the Producer may cancel the order without liability.

5.4 The Remix is delivered as a WAV file, not mixed or mastered. Stems are delivered only if the Order Details say so. Mastering and vinyl pre-mastering or cutting are not included.

5.5 **No revisions; no after-sales service.** Once the Remix Files have been sent, the Producer makes no retouches, revisions, edits or alternative versions, and provides no after-sales service or technical support of any kind. The Client acknowledges that it validated the Remix from the Remix Sample and accepts it as delivered. The only exception is a technical failure to download or open the files: the Client shall report it within forty-eight (48) hours of delivery, and the Producer will then re-send the same, unmodified files. The Client shall download and back up the files on receipt.

6. FEES; PAYMENT; VINYL REPRESS

6.1 **Fees.** The fee for one Remix is **USD 350** for a Digital Release and **USD 700** for a Vinyl Release, in US dollars, exclusive of any taxes, duties or levies that are due by the Client unless the Producer's invoice states otherwise. A Vinyl Release fee also covers the Digital Release of the same Remix.

6.2 **Payment.** The fee is payable in full, in US dollars, after the Client's validation of the Remix Sample (Section 5.2) and before delivery, through PayPal or another method agreed in writing. Payment processing fees and bank charges are borne by the Client. No fee is due if the order is cancelled under Section 3.2 or 5.2. Once

the Remix Files have been sent, the fee is not refundable, except where a refund is required by mandatory law or where the Producer fails to deliver after payment.

6.3 **Digital to vinyl.** A Digital Release fee does not cover vinyl. Before any vinyl pressing of the Remix, the Client shall pay in advance the difference of USD 350 to reach the Vinyl Release fee.

6.4 **Vinyl Repress: USD 700 each time.** The Client shall pay the Producer **USD 700 for each Repress** of the Remix on vinyl, whatever the number of copies, in advance and before the Repress goes into production. The Client shall notify the Producer in writing at least thirty (30) days before each Repress and shall not order or authorize it until the fee has been received. On request, the Client shall provide pressing orders, invoices or certificates and reasonable proof of the date and quantity of every pressing, and shall keep those records for at least five (5) years.

6.5 If a Repress takes place without payment of the fee, the Producer may suspend or terminate the vinyl license, require immediate payment of the fee together with interest at the legal rate and reasonable costs of recovery, and seek any other remedy.

6.6 **Chargebacks.** The Client shall not initiate a chargeback, dispute or reversal of a payment after delivery. If a payment is reversed, the license is void from the Effective Date, the Client shall stop all use and remove the Remix from every Platform, and shall reimburse the Producer's reasonable costs, including dispute fees.

7. OWNERSHIP; LICENSE; UNDERTAKING

7.1 **Ownership.** The Producer retains all right, title and interest, including copyright, in the Remix Instrumental — its composition, its sound recording and its Stems. This Agreement is a license, not a sale or an assignment. The Client and the Original Rights Holders retain their rights in the Original Song and the Vocal Materials. The Remix as a whole is a derivative work, and its exploitation requires the rights of both sides. All rights not expressly granted are reserved by the Producer.

7.2 **License.** Subject to full payment and to the Client's compliance with this Agreement, the Producer grants the Client a limited, non-transferable, worldwide license, for the duration of copyright protection, to use the Remix Instrumental solely as embodied in the Remix, for **one Release** in the format paid for: to reproduce, distribute, sell, stream and make available the Remix, to perform it in public, and to synchronize it with videos and social media content that promote the Release. A Digital Release fee does not include vinyl (Section 6.3), and each Repress is subject to Section 6.4.

7.3 **Producer's undertaking.** From the Effective Date and provided the fee has been paid in full, the Producer will not license the Remix Instrumental to any other artist or third party for commercial release. This does not prevent the Producer from: (i) presenting excerpts of up to 60 seconds, without the Client's vocals unless the Client approves, in his portfolio, website and social media; (ii) registering the Remix Instrumental with SACEM and other CMOs under Section 9; (iii) enforcing his rights; or (iv) freely using his general musical style, ideas, sounds and techniques in other works.

8. RESTRICTIONS

8.1 The Client shall not, and shall not allow anyone else to:

(a) resell, sublicense, rent, lend, assign, transfer or redistribute the Remix Instrumental or its Stems, alone or as an instrumental, beat, loop, sample or template;

(b) use the Remix or the Remix Instrumental as a Dubplate or for any Dubplate use;

(c) use the Remix Instrumental for more than one Release, in a format other than the one paid for, or without paying the fee due under Section 6;

(d) register the Remix Instrumental or its Stems in Content ID or any similar content identification system, or make any claim on a Platform, in a way that could lead to claims, blocks or takedowns against the Producer or his portfolio; the Client shall promptly withdraw any such claim;

(e) use the Remix Instrumental to train, fine-tune, test or evaluate any artificial intelligence or machine learning model, or to generate derivative musical content with such a model;

(f) use the Remix Instrumental in an unlawful, defamatory, hateful or abusive manner, or in a way that is prejudicial to the Producer's honor or reputation; or

(g) remove or alter credit metadata, or use the Producer's name or image to suggest endorsement beyond the credit required by Section 9.

9. CREDIT; COMPOSITION SHARE; SACEM

9.1 **Credit.** The Client shall credit the Producer using the credit line in the Order Details, in the metadata, credits, sleeve notes, Platform credits and video descriptions of the Remix, wherever technically possible.

9.2 **Composition Share.** The Producer, as composer of the Remix Instrumental, holds the share of the rights in the Remix stated in the Order Details (the "**Composition Share**"). The remainder belongs to the Original Rights Holders. The Client shall declare the Remix to its CMO, publisher and distributor with the Producer named as composer of the Remix Instrumental holding that share, shall obtain from the Original Rights Holders any consent needed for that declaration, shall not declare any conflicting split, and shall provide the ISRC, ISWC or work code to the Producer on request. The Composition Share is separate from the fees and is not recoupable. The Producer claims no share of the Client's master-recording revenue.

9.3 **SACEM.** The Producer is a member of SACEM as an author-composer. The Client acknowledges and agrees that **the Remix Instrumental is registered with SACEM** (and, through SACEM or directly, with other CMOs) in the Producer's name as composer, including after the license has been granted. This registration is not a breach of Section 7.3 and shall not be challenged or interfered with by the Client. The rights granted in Section 7 are subject to, and without prejudice to, the rights entrusted by the Producer to SACEM and other CMOs. The Client is responsible for its own declarations to its CMO and for their accuracy.

9.4 **Moral rights.** Nothing in this Agreement waives the Producer's moral rights, including the right to be named as author and the right to respect for the integrity of his work, to the extent they cannot be waived under applicable law.

10. ORIGINALITY; THIRD-PARTY ELEMENTS

10.1 **Human-made composition.** The Producer states that the Remix Instrumental was composed by the Producer and was not generated by a generative artificial intelligence system. He gives no assurance about how any Platform, distributor or detection tool may classify the Remix.

10.2 **Third-Party Elements.** Any Third-Party Element used in the Remix Instrumental is disclosed in the Order Details before payment. Where Third-Party Elements are disclosed, the Client accepts them and is solely responsible, at its own cost, for obtaining every license, clearance, credit or payment required for them, unless the Order Details expressly state that the Producer has cleared them. If the Client does not accept a disclosed element, it shall cancel the order before payment.

10.3 **Sole remedy.** If a third party proves that the Remix Instrumental contains an undisclosed Third-Party Element, the Client shall notify the Producer in writing within five (5) business days of the claim. The Producer's only obligation, and the Client's exclusive remedy, is then, at the Producer's choice, to replace the affected element or to refund the fee paid for the Remix and end the license. Section 11.3 continues to apply to the Client's use.

10.4 **No other re-creation.** Apart from the remix of the Original Song that the Client is authorized to commission, the Producer does not copy, replicate, remake or imitate any existing work. Resemblances arising from the conventions of reggae, dancehall and riddim music — such as rhythm patterns, bass lines, drum sounds, tempos, chord progressions and instrumentation — are common to the genre and are neither a breach of this Agreement nor an infringement by the Producer.

11. CLIENT'S RESPONSIBILITY; NO LIABILITY AFTER DELIVERY; INDEMNITY

11.1 The Client is solely responsible for the Original Song, the Vocal Materials and the Release, including: clearances and permissions; recording, mastering, vinyl mastering, pressing and manufacturing; distribution, marketing and monetization; compliance with all laws and with the rules of Platforms, distributors

and pressing plants; declarations to CMOs; credits; taxes; and all payments owed to the Original Rights Holders and other third parties.

11.2 **No liability after delivery.** Once the Remix Files have been delivered, the Producer has no responsibility and no liability for the use, exploitation, distribution, pressing, promotion, monetization, performance, reception or commercial results of the Remix; for any decision of a Platform, distributor, pressing plant or CMO (including rejection, takedown, demonetization, flagging, content identification matches, copyright claims or account suspension); or for any claim by a third party arising from the Original Song, the Vocal Materials, the Client's contributions or the Client's use of the Remix Instrumental.

11.3 **Indemnity.** The Client shall indemnify, defend and hold harmless the Producer (including under his label name Jah Golden Throne Records) and his heirs, successors, assigns and agents from and against all claims, demands, losses, damages, liabilities, judgments, settlements, penalties, costs and expenses, including reasonable legal fees, arising from or relating to: (a) the Original Song, the Vocal Materials or any claim by an Original Rights Holder; (b) the Release, the Repress or any other exploitation of the Remix; (c) any breach of this Agreement by the Client; and (d) any claim by a Platform, distributor, pressing plant, CMO or other third party arising from the Client's acts or omissions. This indemnity does not apply to the extent that a court finally decides that the loss results from the Producer's fraud or intentional misconduct.

11.4 The Client shall notify the Producer in writing within five (5) business days of any claim or threat of claim relating to the Remix and shall not settle any claim in a way that admits fault on the Producer's part without his prior written consent.

12. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

12.1 Except for the statement in Section 10.1 and the obligations expressly set out in this Agreement, the Remix Instrumental and the Remix Files are provided "**as is**" and "**as available**". To the fullest extent permitted by law, the Producer disclaims all other warranties, whether express, implied or statutory, including merchantability, fitness for a particular purpose, non-infringement, commercial success, acceptance of the Remix by any Platform, distributor or pressing plant, and classification by any detection tool.

12.2 To the fullest extent permitted by law, the Producer's total aggregate liability arising out of or relating to this Agreement, under any legal theory, shall not exceed the fee actually paid by the Client for the Remix. The Producer is not liable for any indirect, incidental, special, consequential or punitive damages, or for loss of profits, revenue, data, goodwill or opportunities, delays to a release, or the cost of re-recording, re-pressing or re-mastering, whether or not foreseeable.

12.3 Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited by law, including liability for fraud, intentional misconduct or personal injury, or any mandatory statutory right of a consumer.

12.4 Any claim against the Producer must be brought within one (1) year of the date on which the Client became aware, or should have become aware, of the facts giving rise to it, to the extent permitted by law.

12.5 **Allocation of risk.** The parties acknowledge that the fees have been set having regard to the allocation of responsibility and the limitations in Sections 4, 10, 11 and 12, which are essential and determining terms of this Agreement. The Producer's essential obligations — to deliver the Remix Files, to grant the license in Section 7 and to respect his undertaking in Section 7.3 — are not affected by those limitations.

13. TERM AND TERMINATION

13.1 This Agreement takes effect on the Effective Date, once the fee has been received in cleared funds, and continues for the duration of the license granted in Section 7.2, unless terminated earlier under this Section.

13.2 The Producer may terminate the license immediately by written notice (e-mail is sufficient) if the Client breaches Section 2, 6, 8 or 9, or has made a material misrepresentation, including as to its rights in the Original Song. The Client shall then stop new exploitation of the Remix and remove it from all Platforms within ten (10) days, and the Producer may request its removal. No refund is due on termination for breach.

13.3 Sections 1, 2, 6.4, 6.5, 7.1, 8, 9.3, 10 to 12, 14 and 15 survive termination or expiry.

14. GENERAL PROVISIONS

14.1 **Entire agreement.** This Agreement, including the Order Details, is the entire agreement between the parties on its subject matter and replaces all earlier communications, offers and statements, including descriptions on the Producer's website or social media. Any change must be in writing and confirmed by both parties, e-mail being sufficient.

14.2 **Assignment.** The Client may not assign or transfer this Agreement without the Producer's prior written consent. The Producer may assign it to any successor or company that he controls.

14.3 **Relationship.** The parties are independent. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship, and the Producer is not a party to, or guarantor of, the Client's Release.

14.4 **Severability; waiver.** If a provision is found invalid or unenforceable, it shall be applied to the fullest extent permitted and the rest of this Agreement remains in force. A failure or delay in exercising a right is not a waiver of it.

14.5 **Force majeure.** Neither party is liable for a delay caused by events beyond its reasonable control, except for the obligation to pay.

14.6 **Notices; electronic acceptance.** Notices may be given by e-mail to the addresses in the Order Details and are deemed received on the next business day. Payment, supply of the Vocal Materials and electronic signature each constitute valid acceptance of this Agreement, which may be signed in counterparts.

14.7 **Language.** This Agreement is made in English, which prevails over any translation. The Client confirms that it reads and understands English, has chosen to contract in English, has read and understood this Agreement and has had the opportunity to obtain independent legal advice.

14.8 **Capacity.** The Client confirms that it is at least eighteen (18) years old, or a legal entity, and legally able to enter into this Agreement. If the Client is an individual under eighteen, the Agreement is valid only if co-signed by a legal guardian, who is jointly liable with the Client.

14.9 **Evidence.** The parties agree that e-mails, PayPal and other payment records, download logs and electronic signatures are valid evidence of the formation and performance of this Agreement, to the extent permitted by law.

14.10 **Personal data.** The Producer processes the Client's name, address, e-mail address and payment references only to perform this Agreement, to keep accounting records and to meet legal obligations, and keeps them for the legally required period. The Client may exercise its data-protection rights by writing to the Producer's e-mail address.

14.11 **Acknowledgment.** The Client confirms that it downloaded and read this Agreement before sending the Song Sample or paying, and that it specifically accepts Sections 2, 3, 4, 5, 6, 7, 10, 11 and 12, which allocate responsibility, set the fees and limit liability.

14.12 **Third parties.** The persons indemnified under Section 11.3 may rely on this Agreement. No other third party has any right under it.

15. GOVERNING LAW; DISPUTES

15.1 This Agreement is governed by the laws of France, without regard to its conflict-of-laws rules.

15.2 The parties shall first try to settle any dispute in good faith by e-mail within thirty (30) days of written notice. Failing that, the courts of the district where the Producer is domiciled in France have exclusive jurisdiction, except that (a) the Producer may seek urgent interim relief before any competent court, and (b) a consumer keeps any mandatory right to the law and courts of its country of residence.

SIGNATURES

Payment of the License Fee or download of the Delivery Files constitutes acceptance even if this Agreement is not signed.

THE PRODUCER — Marshall Neeko, in his own name

Name

Signature

Date and place

THE CLIENT

Name

Signature

Date and place