



SoundExchange, Inc.
Letter of Direction

Solely as a service and accommodation to those Sound Recording Copyright Owners (SRCOs) entitled to royalties under 17 U.S.C. § 114(g)(2)(A), or who have authorized SoundExchange to collect and distribute foreign sound recording performance royalties, SoundExchange permits such SRCOs to designate that a percentage of the royalties due them from SoundExchange relating to certain sound recordings be remitted to certain third parties.

To make such a designation, the SRCO submitting this Letter of Direction must additionally submit to SoundExchange a completed Internal Revenue Service ("IRS") Form W-9 Request for Taxpayer Identification Number and Certification.

Please note that a **SRCO need not execute this Letter of Direction in order to be paid statutory royalties by SoundExchange.**

Name of Sound Recording Copyright Owner ("SRCO"): _____

SRCO's SoundExchange ID Number (if known): _____

Name of Payee ("Payee"): _____

Payee
Address: _____

Payee Telephone Number: _____

Payee Fax Number: _____

Payee E-Mail: _____

Payment Percentage ("Percentage"): _____ %

New Letter of Direction

Amendment Revoking Previous Letters of Direction

By signing this Letter of Direction and submitting it to SoundExchange, SRCO agrees as follows:

1. The SRCO represents and warrants that the SRCO is the owner of the sound recording(s) identified on the "Repertoire Chart" attached hereto as Schedule 1 (the "Recordings").
2. The SRCO requests and authorizes SoundExchange to pay to and in the name of Payee an amount equal to Percentage of the royalties otherwise payable by SoundExchange to the SRCO in respect of the Recordings, thereby reducing the payments from SoundExchange to the SRCO. If the box above labeled "Amendment Revoking Previous Letters of Direction" has been checked or if a previous "Royalty Distribution Information for the SRCO" or other letter of direction has been provided to SoundExchange that conflicts with this Letter of Direction, then any and all previous letters of direction or similar documents conflicting herewith are hereby revoked.
3. All monies becoming payable under this Letter of Direction shall be remitted to Payee at the address identified above or as Payee otherwise directs SoundExchange in writing. If SoundExchange requires additional information (e.g., Payee tax information) to remit payments under this Letter of Direction, then the SRCO and Payee shall be responsible for providing SoundExchange with such information promptly. To the extent SoundExchange is not provided with sufficient or correct information to remit payment to Payee, or checks mailed to Payee's last known address are returned, SoundExchange may hold the monies pending receipt of such information or pay the royalties to the SRCO.
4. SoundExchange will honor a written revocation by the SRCO of the designation made by this Letter of Direction. In the event of such a revocation, SoundExchange may, but need not, mail notice of the revocation to the last known address of Payee. The foregoing is without prejudice to any other contractual arrangements between the SRCO and Payee requiring payment of the Percentage by the SRCO. SoundExchange has no responsibility for SRCO's performance or nonperformance of any such obligation.
5. SoundExchange may discontinue making payments under this Letter of Direction at any time, including if checks mailed to Payee's last known address are returned, the SRCO ceases to be a member of SoundExchange, or SoundExchange modifies its policies concerning letters of direction. If it does so, then SoundExchange may, but need not, mail notice thereof to the last known address of the SRCO and Payee, and monies that otherwise would have been payable under this Letter of Direction will be paid to SRCO.
6. The SRCO acknowledges that SoundExchange is providing payments to Payee solely as an accommodation to the SRCO but that all royalties distributed by SoundExchange to Payee are taxable to the SRCO. The SRCO shall be solely responsible for providing Payee with tax paperwork required by any governmental agency, including the Internal Revenue Service, and SoundExchange shall have no obligation to provide such information to Payee.
7. SoundExchange may rely conclusively, and shall have no liability when acting upon any written notice, instruction, other document or signature that is reasonably believed by SoundExchange to be genuine and to be authorized by the SRCO. SoundExchange shall not be responsible for failure to act as a result of causes beyond the reasonable control of SoundExchange. SoundExchange shall not be liable to SRCO, Payee or to

any third party for, and SRCO agrees to defend (with counsel satisfactory to SoundExchange), indemnify and hold harmless SoundExchange from, any damages or loss (including reasonable attorney's fees) in any way related to this Letter of Direction, unless such loss is caused by SoundExchange's gross negligence or willful misconduct. The provisions of this Paragraph 8 shall survive the revocation or other termination of this Letter of Direction.

8. This Letter of Direction shall be governed by and construed in accordance with the substantive laws of the District of Columbia. Any dispute relating to or arising from this Letter of Direction shall be subject to the exclusive jurisdiction of courts sitting in the District of Columbia.

ACKNOWLEDGED AND ACCEPTED BY:

SOUND RECORDING COPYRIGHT OWNER:

Signature: _____

Printed Name: _____

Address: _____

City, State, Zip Code: _____

Date: _____

Return the original of this form to:

SoundExchange, Inc.
1121 Fourteenth Street NW, Suite 700
Washington, DC 20005

Or fax to:
202.640.5859

If you have questions, please call 202.640.5858 or E-mail info@soundexchange.com.

Schedule 1
Repertoire Chart

Song Title	Album Title	Record Label	Catalog Number	Release Date

Use additional sheets as necessary. Feel free to submit repertoire data using spreadsheets or other documents provided the