

WONDERMINT PROPRIETARY MEDIA LICENSE AGREEMENT

[NON-EXCLUSIVE LICENSE FORM]

Version 1.1

EACH PERSON WHO SELLS, PURCHASES, OR OTHERWISE POSSESSES PROPRIETARY MEDIA (AS DEFINED HEREIN) UNDER CIRCUMSTANCES INDICATING THAT SUCH PROPRIETARY MEDIA IS SUBJECT TO THIS FORM OF LICENSE, THEREBY, WITHOUT FURTHER ACTION, AGREES TO BE BOUND BY THE TERMS OF THIS WONDERMINT PROPRIETARY MEDIA SALE AND LICENSE AGREEMENT.

This WONDERMINT Proprietary Media (“PM”) Sale and License Agreement (this “License”) sets forth the terms and conditions (“Terms”) governing each Licensed Digital Content lawfully offered, sold, or transferred under circumstances indicating to a reasonable person that Creator (defined below) intends that the Licensed Digital Content and related PM, or the offer, sale, use, or transfer of the Licensed Digital Content and related PM, shall be governed hereby. Without limiting the generality of the foregoing, any PM shall be governed by these Terms if the Licensed Digital Content Metadata includes a statement that the Licensed Digital Content and related PM shall be governed by these Terms. The Company, Creator, and Collector (each as defined below) shall be parties to this License.

1. PROPRIETARY MEDIA

1.1 “PM” or “Proprietary Media” means the digital contents (whether including an image, video, music, musical score, digital manuscript, movie, clip, artwork, architectural plans, designs, or other digital media, in any format) of a specific source file located in the Company’s online file servers that is only accessible by properly logging in to the Company’s WONDERMINT Platform as a user and utilizing (as the Licensed Digital Content owner) the Licensed Digital Content to access such file.

1.2 “Collector” of a Licensed Digital Content related to PM means, at any applicable time, the person who lawfully holds exclusive title to and ownership of the Licensed Digital Content referencing such PM as provided herein, for so long as such person continues to hold such title to and ownership of such Licensed Digital Content.

1.3 “Company” means FullStock Media Inc, a United States company (the “Company”), operating the WONDERMINT Marketplace Platform.

1.4 “Creator” means the bona fide creator, offeror, or seller of the Licensed Digital Content and the related PM.“

1.5 The “Licensed Digital Content” shall mean that certain Sei-based token created on the WONDERMINT Marketplace Platform, which within the Licensed Digital Content represents ownership of the PM.

2. OWNERSHIP

The Creator hereby represents and warrants, to and for the benefit of the Collector, that:

- (a) The PM is an original work of authorship by the Creator or an original work of authorship by a person from whom Creator has a valid and enforceable fully paid, non-terminable license permitting the Creator to license the PM to others upon the terms and subject to the conditions of this License.
- (b) The Collector's ownership of the Licensed Digital Content and use of the PM in accordance with this License will be free and clear of all additional claims, encumbrances, liens, and security interests of any kind.
- (c) The PM does not infringe, misappropriate, or otherwise violate any intellectual property or other rights of any third party.

If the PM is licensed to the Creator, then:

- (x) Creator hereby represents and warrants that it is acting on behalf of, and with all necessary and desirable authorization from, the licensors.
- (y) To the extent permitted by law, all other references to the "Creator" in this License shall be deemed to include such licensors, including, without limitation, for purposes of every grant of rights made by the "Creator" hereunder.

Except as expressly granted in this License and the limited rights held by former owners of the applicable Licensed Digital Content, the Creator retains all rights, title, and interest in and to the PM.

3. LICENSE TERMS AND SPECIFIC RESTRICTIONS APPLICABLE TO PM

3.1 License to PM

For the promises received and given and other good and valuable consideration, including the purchase price, if any, paid for the PM, the sufficiency of which is hereby acknowledged, the Creator hereby grants to each Collector a license to the PM, upon the following terms and conditions and the other terms and conditions of this License:

- The license is perpetual (subject to termination as provided herein), fully paid up, and worldwide.
- The license is non-exclusive, subject to the rights of prior owners of the Licensed Digital Content as provided in Section 3.3 below, and rights of the Creator and the Company as provided in Section 3.2 hereof.
- If the purchase is a Sale of the PM and not a Download, the Collector may sell, transfer, or assign all (but not less than all) of its right, title, and interest in and to the Licensed Digital Content associated with the PM (a "Resale") and upon such resale, all of the Collector's rights and interests in and to the PM will be considered sold, transferred, or assigned, as the case may be, to the buyer, transferee, or assignee of such Licensed Digital Content along with the Licensed Digital Content itself (the "Resale Right.") Other than as provided in the preceding sentence, the Collector's rights, title, and interest in the PM may not be licensed,

loaned, assigned, sold, or transferred, in whole or in part, in any manner (by operation of law or otherwise) to any person/entity, and the Resale Right may not be exercised, in whole or in part, without a sale and transfer of the Licensed Digital Content associated with the PM to the assignee, purchaser, or transferee, as applicable. If the Collector purchases a download of the PM, the download excludes in its totality the right to resell the license.

- Notwithstanding anything to the contrary in this Agreement, if the PM includes “Music” (as defined in Appendix A hereto), then the additional terms and conditions of Appendix A shall apply.

3.2 Collector and Company Use

This License is non-exclusive as to the Collector. The Creator retains the right to utilize the PM in any manner Creator desires. Further, each prior owner of the applicable Licensed Digital Content (who thereby was a “Licensee” under a similar form of this Agreement) shall no longer have the right to access/download the PM in the Wondermint Platform, but (if Collector downloaded the PM prior to selling the Licensed Digital Content) Collector shall have the continued non-exclusive license and rights to utilize the PM pursuant to the terms of the applicable Licensee (as applicable to such person/entity as “Licensee” therein).

In addition, notwithstanding anything to the contrary in this Agreement, the Company shall have a worldwide, fully-paid, non-exclusive license to use the PM as follows: The Company shall have the right (1) to maintain one or more backup copies of the PM in its servers, and (2) the Company shall have the right to utilize the PM in Company marketing activities. In addition, the Creator may make use of the PM in accordance with the terms of this license.

3.3 Creator Representations

The Creator represents and warrants that Creator created the PM belongs to the public domain based on US Copyright Office rules and regulation or the Creator owns all copyrights and other rights to the PM if any exist, and Creator has not previously exclusively licensed any of the PM. The Creator covenants that Creator shall not attempt to sell any rights (including copyrights if any exist) to any of the PM, except pursuant to this License to the lawful possessor of the Licensed Digital Content associated with the PM.

4. RESTRICTIONS

Each Collector shall not, and agrees not to cause or allow any other person other than the Collector, to:

- **No Unlawful Use.** Collector may not use content in a pornographic, defamatory, or other unlawful manner, or in violation of any applicable regulations (including, for sports content, any restrictions or credentials issued by a sports league or governing body) or industry codes.
- **No Alteration of Editorial Content.** Content marked “editorial” or “intended for editorial” may be cropped or otherwise edited for technical quality, provided that the editorial integrity of the content is not compromised, but Collector may not otherwise alter the content.
- **No Standalone File Use.** Collector may not use content in any way that allows others to download, extract, or redistribute content as a standalone file (meaning just the content file

itself, separate from the project or end use). If Collector re-lists the Licensed Digital Content on the Wondermint Marketplace, Collector must have the right and capacity to remove all use and sale offerings of the content before re-listing the Licensed Digital Content and associated content. To re-list the Licensed Digital Content and sell it, Collector must possess all rights to the content.

- **No Sensitive Use Without Disclaimer.** If Collector uses content that features models or property in connection with a subject that would be unflattering or unduly controversial to a reasonable person (for example, sexually transmitted diseases), Collector must indicate: (1) that the content is being used for illustrative purposes only, and (2) that any person depicted in the content is a model. For example, Collector could say: “Stock photo. Posed by model.” No disclaimer is required for content marked “editorial” or “intended for editorial” that is used in a non-misleading editorial manner.
- **No False Representation of Authorship.** Collector may not falsely represent that Collector is the original creator of a work that is made up largely of licensed content and can be confused, by a reasonable person, with the original content.
- **No Commercial Use of Editorial Content.** Collector may not use content marked “editorial” or “intended for editorial” for any commercial, promotional, advertorial, endorsement, advertising, gambling/betting/gaming uses, or merchandising purposes. This type of content is not model or property released and is primarily intended to be used for editorial purposes, meaning descriptive purposes such as news reporting and discussion of current events or other human interest topics.
- **No ‘On-Demand’ Products.** Collector may not use content, with or without modifications, in connection with “on-demand” products (e.g., products in which a licensed image is selected by a third party for customization of such product on a made-to-order basis), including, without limitation, postcards, mugs, t-shirts, calendars, posters, screensavers or wallpapers on mobile telephones, or similar items (this includes the sale of products through custom designed websites) unless the content is sold with this specific right clearly stated in its product description.
- **No Use in Trademark or Logo.** Collector may not use the content in a trademark or logo unless the content is sold as a logo.
- **Machine Learning, AI, or Biometric Technology Use.** Collector may use content (including any caption information, keywords, or metadata) for any machine learning and/or artificial intelligence purposes, or for any technologies designed for the identification of natural persons in accordance with applicable Federal and State laws and regulations. Additionally, the Licensed Digital Content creator does not represent or warrant that consent has been obtained for such uses with respect to model-released content. Collector must obtain the appropriate releases if they apply for Collector’s use of the content.
- **No Additional Licensed Digital Content Use.** Collector may not use the PM source file in a standalone capacity to create a new Licensed Digital Content. Collector may modify the source file or use it in conjunction with multiple source files to create a new source file and upload that new file as Licensed Digital Content, so long as it is not readily confused with the original source file, by a reasonable person. Collector may not use content in the content

category “editorial” or “intended for editorial” in a Licensed Digital Content or in connection with an immutable digital asset intended for sale or other distribution.

- **Licensed Digital Content Revenue.** Owner may not assert any right to revenue from a collecting society, social media website, content sharing platform, or any other third party in respect of photocopying, digital copying, sharing, distribution, or other secondary uses of the licensed content by previous owners of the Licensed Digital Content. If the PM content is used for editorial purposes, Collector must include a credit adjacent to the content or in production credits. The credit should be in the following form: “[Content Creator Name]/[Collection Name if included] via Wondermint.”
- **Video Credit.** If licensed content is used in an audio/visual production where credits are accorded to other providers of licensed material, Collector must include a credit in comparable size and placement. The credit should be in the following form: “[Video] [Imagery] supplied by [Content Creator Name]/[Collection Name if included] via Wondermint Platform.”
- **Collector Additional Responsibilities.** Collector will be responsible for all activity for Collector’s user account, and Collector agrees to: (a) maintain the security of all passwords and usernames; (b) notify Wondermint immediately of any unauthorized use or other breach of security; and (c) accept all responsibility for activity that occurs under each user account. Wondermint reserves the right to monitor downloads and user activity to ensure compliance with the terms of this agreement. If Wondermint determines that Collector is in breach of this or any other term of this agreement, it may suspend access to Collector’s account and seek further legal remedies.

4.1 Termination of License; Collector Obligations to Cease Use of PM upon Sale of Licensed Digital Content or Termination of License

The Collector acknowledges and agrees that the Creator may terminate this License upon breach by Collector (or any previous Collector) of the terms of this Agreement, without liability to any Collector (or previous Collector).

Upon termination of this License for any reason, Collector hereby covenants and agrees to immediately cease utilizing any of the PM in any manner, including but not limited to:

- Destroying any tangible (such as unsold inventory)
- Intangible (such as website or other media that incorporates any PM)
- Electronic (such as on any website) use of any PM

Sale of the Licensed Digital Content by the Collector does not, in and of itself, terminate Collector’s license to utilize the PM if Collector had previously downloaded the PM.

4.2 Company Rights

In addition to the Company’s other rights under this Agreement, the Company shall have the right to cease to store the PM at any time under the following terms:

- The Company shall provide at least 30 days' notice in the Wondermint Platform that it will cease storing the PM in its file servers, and that owners of Licensed Digital Content must download their respective PM or cease to have access to do so.
- In such event, the Company may also terminate any rights to sell, assign, or transfer the affected Licensed Digital Content within the Wondermint Platform.
- The Company shall have no liability to any owner of Licensed Digital Content or other persons from taking such actions.

4.3 Indemnification Obligations

Without limiting the obligations in these Terms, Collector agrees to indemnify, hold harmless, compensate and reimburse the Creator and Wondermint and their respective subsidiaries, affiliates, officers, agents, employees, partners, and licensors from or for any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to:

- 4.3.1 Collector's use of the PM
- 4.3.2 Collector's violation of these Terms

Without limiting the obligations in these Terms, Creator agrees to indemnify, hold harmless, compensate and reimburse the Collector, each Sublicensee, and their respective subsidiaries, affiliates, officers, agents, employees, partners, and licensors from or for any claim, demand, loss, or damages, including reasonable attorneys' fees, arising out of or related to:

- 4.3.3 Any breach or inaccuracy in the Creator's representations and warranties in these Terms
- 4.3.4 Any violation of these Terms by Creator

4.4 Injunctive Relief

Notwithstanding anything else in these Terms, Collector hereby agrees that, in the event of Collector's or any third party's unauthorized access to, or use of, the PM in violation of these Terms, the Creator and Wondermint shall each be entitled to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction, without providing notice or opportunity to cure.

5. GOVERNING LAW; DISPUTE RESOLUTION

5.1 Governing Law

These Terms shall be governed by, construed, and interpreted in accordance with the laws of the State of Delaware, irrespective of the choice of laws principles of the State of Delaware, as to all matters, including matters of validity, construction, effect, enforceability, performance, and remedies.

Although the Offerings may be available in other jurisdictions, each Creator or Collector hereby acknowledges and agrees that such availability shall not be deemed to give rise to general or specific personal jurisdiction over the Company in any forum outside the State of Delaware.

5.2 Mandatory Binding Arbitration

Other than a claim by the Creator for copyright infringement, all claims, disputes, and controversies directly or indirectly arising out of or in connection with these Terms or any of the matters or transactions contemplated by these Terms shall, if not settled by mutual agreement, be finally settled by binding arbitration, rather than in court.

The arbitrator, and not any federal, state, or local court, agency, or other governmental authority, shall have exclusive authority to resolve all Disputes. The parties hereby acknowledge, represent, and warrant that they understand that:

- There is no judge or jury in arbitration, and, absent this mandatory provision, the parties would have the right to sue in court and have a jury trial concerning Disputes.
- In some instances, the costs of arbitration could exceed the costs of litigation.
- The right to discovery may be more limited in arbitration than in court.
- Court review of an arbitration award is limited.

The Federal Arbitration Act and federal arbitration law apply to these Terms. Each of the parties hereto hereby irrevocably waives any and all right to trial by jury in any action, suit or other legal proceeding arising out of or related to these Terms or the transactions contemplated hereby.

5.3 Arbitration Procedures

Company or any Creator or Collector may initiate an arbitration proceeding by delivering written notice to the other, whereupon the parties shall reasonably cooperate to select an arbitrator and submit the relevant Dispute to such arbitrator. In the event the parties are unable to agree on the selection of an arbitrator within 15 days from the filing of a demand for arbitration, the American Arbitration Association (the “AAA”) shall appoint the arbitrator. Any such arbitration shall be administered by the AAA in accordance with the provisions of its Commercial Arbitration Rules and the supplementary procedures for consumer-related disputes of the AAA, excluding any rules or procedures governing or permitting class actions. Company will not seek attorneys’ fees and costs in arbitration unless the arbitrator determines the claims are frivolous. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator’s award shall be written and reasoned, and binding on the parties, and may be entered by any party as a judgment in any court of competent jurisdiction.

5.4 Seat of Arbitration

The seat of arbitration shall be Wilmington, Delaware. The arbitrator may choose to have the arbitration of any Dispute conducted by telephone, based on written submissions, or at a mutually agreed location; provided, however, that Company may opt to transfer the venue of any arbitration hearing to Wilmington, Delaware in the event that it agrees to pay any additional fees or costs a Creator or Collector may reasonably incur as a result of the change in venue, as determined by the arbitrator, and, subject to the foregoing, the Creator or Collector hereby agrees to submit to the personal jurisdiction of any federal or state court in Wilmington, Delaware, in order to compel arbitration, to stay proceedings pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

5.5 Confidentiality of Arbitration

Except to the extent necessary to enforce their respective rights under these Terms or as otherwise required by applicable law, the parties undertake to maintain confidentiality as to the existence and events of the arbitration proceedings and as to all submissions, correspondence and evidence relating to the arbitration proceedings. This provision shall survive the termination of the arbitral proceedings.

5.6 Class Action Waiver

(a) No Class Actions Permitted. All Creators and Collectors hereby agree that any arbitration or other permitted action with respect to any Dispute shall be conducted in their individual capacities only and not as a class action or other representative action, and expressly waive their right to file a class action or seek relief on a class basis. CREATORS OR COLLECTORS SHALL BRING CLAIMS AGAINST WONDERMINT ONLY IN THEIR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

(b) Agreements if Class Action Waiver Unenforceable. If any court or arbitrator makes a final, binding and non-appealable determination that the class action waiver set forth in this Section 5.6 is void or unenforceable for any reason or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void with respect to any Dispute that would thus be required to be resolved by arbitration on a class basis, and the parties shall be deemed to have agreed not to arbitrate such Dispute. In the event that, as a result of the application of the immediately preceding sentence or otherwise, any Dispute is not subject to arbitration, the parties hereby agree to submit to the personal and exclusive jurisdiction of and venue in the federal and state courts located in Wilmington, Delaware and to accept service of process by mail with respect to such Dispute, and hereby waive any and all jurisdictional and venue defenses otherwise available with respect to such Dispute.

5.7 California End-User Consumer Rights

In accordance with Cal. Civ. Code Sec. 1789.3, if a Creator or Collector is a California resident, the Creator or Collector may file grievances and complaints regarding the Offerings with the California Department of Consumer Affairs, Consumer Information Division; 1625 North Market Blvd., Suite N 112, Sacramento, CA 95834 or by phone at 800-952-5210; or by email to: dca@dca.ca.gov.

5.8 Copyright Infringement

In the event of a cause of action for copyright infringement (and any ancillary claims) brought by the Creator, the Creator shall be entitled to bring suit in any court where jurisdiction and venue is appropriate, and any and all remedies in law and equity may be sought and obtained.

6. SEVERABILITY

In the event that any provision of this License, or the application of any such provision to any person or set of circumstances, shall be determined by an arbitrator or court of competent jurisdiction to be invalid, unlawful, void or unenforceable to any extent: (a) the remainder of these Terms, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid

and enforceable to the fullest extent permitted by law; and (b) Company shall have the right to modify these Terms so as to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

7. ENTIRE AGREEMENT

These Terms constitute the entire agreement between the Collector and the Creator relating to the subject matter hereof and supersede all prior or contemporaneous agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof. No preemption, modification or supplement of these Terms by the Collector and the Creator shall be deemed effective against any Sublicensee unless such Sublicensee has expressly consented thereto in writing.

8. NOTICE

All notices, approvals, requests, authorizations or other such communications under this Agreement shall be in writing (which may include electronic messages) and shall be deemed to have been delivered and given for all purposes (i) on the delivery date, if delivered personally to the party to whom the same is directed; (ii) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt; (iii) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail.

APPENDIX A TO LICENSE

The following additional terms apply to the parties if any “Music” (defined herein) is included in the PM.

The term “PM” in the Content License Agreement, which is part of the Agreement, shall also include any “Music” (defined below) included therein. By downloading PM that includes Music, Collector hereby accepts these additional terms and conditions. In the event of any conflict between the terms of this Appendix A and the other terms in the Agreement as to Music, the terms of this Appendix A shall control.

As used in this Appendix A:

- **“Music”** means sound recordings (the “Masters”) and musical compositions, including lyrics, embodied on the Masters (the “Compositions”) contained in the Music files that are licensed to you by the Creator under the Agreement.
- **“Work”** means the production, program, or other project in which the Music has been Synchronised.
- **“Broadcast(er)”** means to cause or permit others (or one that causes or permits others) to cause the performance, telecast, broadcast, transmission, streaming, exhibition, or distribution of the Work.
- **“Copy”** means to duplicate or otherwise make copies of the Work solely for the purpose of Broadcasting the Work.
- **“Synchronise”** means to couple and/or synchronise, arrange, record, re-record, transcribe, modify, or edit the Music solely in timed relation with a permitted use in the Work.
- **“Edit”** means use by you of less than an entire piece of Music, including the editing, looping, enhancing, or modifying of the Master.

Music License. Subject to the rest of the terms of the Agreement, including all restrictions and limitations in these additional music terms, for PM that includes Music, Creator grants Collector (or “you”), so long as Collector owns the Licensed Digital Content, a direct, non-exclusive Worldwide and Perpetual right, inclusive of mechanical and performing rights to use and Synchronise the Music in a Work, and to Copy and Broadcast the Work in Any and All Media an unlimited number of times. You can Edit Music provided that any such change (i) shall not alter the fundamental character of the portion of the Master being used and (ii) shall not give rise to any ownership rights or claims, including copyright, on your part in or to the resultant edited recording or composition.

Restrictions on Use of Music: In addition to the restrictions on use contained in the body of the Agreement:

- **No Standalone Use.** You may not make the Music available, or sell, license, or distribute the Work in a way that is intended to allow or invite a third party to download, extract, redistribute, or access the Music as a standalone file or on a standalone basis, including that you may not exploit or otherwise make the Music available as part of a music listening

experience, including where Music on its own or as part of a compilation is combined with accompanying visual/narrative elements that are of negligible importance (such as still image(s), panning motions or other limited animation/video/audio) or other uses where the Work is tantamount to using the Music on a standalone basis.

- **No Electronic Templates.** You may not include the Music in an electronic template intended to be duplicated by third parties, including, without limitation, in a product or service that enables an end user to create soundtracks, in a system that resells products that include the Music, or in any “build-it-yourself” media tools.
- **No On-Demand Products.** You may not use or display the Music on websites or in any other medium designed to induce or involving the sale, license, or other distribution of “on-demand” products (e.g., products in which Music is selected by a third party for customization of such product on a made-to-order basis), including, without limitation, electronic greeting cards, voicemail greetings, ringtones, multi-media albums or presentations, or similar items.
- **No Audio Products.** You may not use the Music to manufacture, distribute, or sell any product in any format or media now known or hereafter devised, embodying Music alone or only with other music, including without limitation, compact discs (CDs), cassettes, phonograph records, and digital transmissions of any kind (“Audio Products”).
- **No Separate Use of Titles, Lyrics, or Use in Themes.** You may not use any Music as the theme song for a program or other production or to use the title or lyrics of any Music separately from the Music unless the right is specifically granted by the Creator and stated in the description of the PM.
- **No Use in Trademark or Logo.** You may not incorporate any Music into a logo, trademark, or service mark unless the right is specifically granted by the Creator and stated in the description of the PM.
- **Attribution Rules.** If Music is used in an audio/visual production where credits are accorded to other providers of licensed material, credit shall be accorded, where technically feasible, in equal size and comparable placement to such credit(s), substantially in the following form: “[Artist’s name] via Wondermint”, or as otherwise notified by the Company to you.

Additional Warranties: In addition to representations and warranties set forth in the Agreement, Creator makes the following representations and warranties for Music:

- Music was not recorded under the jurisdiction of a union or collective bargaining agreement.
- Collector has rights in the Music necessary to issue direct licenses to you, inclusive of all performing, mechanical, or any other similar rights, and the rights to use Music shall be deemed to include the direct grant to you of the right to Copy and publicly perform the Music solely for the purposes permitted hereunder.
- No fees which otherwise could become due and payable as a result of the Copying or public performance of the Music as contemplated by this Agreement shall be due to Collector.

However, please note that these warranties do not prevail over any: (1) charges assessed on you (or a Broadcaster of the Work) pursuant to the terms of a blanket license or other written agreement between you (or such Broadcaster) and any performing, mechanical, or other rights society that collects and

administers royalty payments or similar remuneration on behalf of music publishers, writers, and performers (a “Collection Society”); (2) fees to the extent arising from your use of other musical content together with Music; or (3) fees, levies, or other remuneration, the collection of which is exclusively delegated to a Collection Society by local statute, irrespective of the membership of, or any contractual mandate from, any of the writers, composers, performers, or other rights holders in the Music.