

THIS AGREEMENT is made this 13th day of April 2017

BETWEEN:

- (1) **ISLAND RECORDS** a division of **UNIVERSAL MUSIC OPERATIONS LIMITED** of 364-366 Kensington High Street, London W14 8NS ("Island").
- (2) **KRISTIAN WESTON** [REDACTED] [REDACTED]

WHEREAS:-

- A. A dispute has arisen between Island and KW whereby KW has asserted that a sample of a recording entitled "Hidden" by the artist p/k/a FFWD ("the Original Recording") was included in a recording entitled "Terminus" ("the New Recording") by the artist p/k/a The Orb and released by Island in 2001 on the album entitled "Cydonia".
- B. Such dispute relates to an assertion by KW that he owns a share of the Original Recording and that he did not authorise its inclusion in the New Recording. To the extent that a sample of the Original Recording has been used the parties agree that it was included in one (1) version only of the New Recording and was not included in the version described as "Andy's Mix", both of which Island withdrew from sale and ceased to otherwise exploit in 2015.
- C. The parties hereto now wish to settle the dispute and any and all claims KW may have in connection therewith in accordance with the terms and provisions herein contained.

NOW IT IS AGREED as follows:-

1. For the purposes hereof, Island shall mean jointly and severally Universal Music Operations Limited and/or any predecessor, successor, parent, subsidiary or associated or affiliated company of Universal Music Operations Limited, including without limitation Island Records Limited.
2. In full and final settlement of any and all claims by KW against Island, subject to receipt of valid and proper invoices in respect thereof, Island shall pay to KW the sum of seven thousand five hundred pounds (£7,500) (plus VAT if applicable and legally due) and five hundred pounds (£500) (plus VAT if applicable and legally due) as a contribution towards KW's legal costs in this matter within fourteen (14) days of full execution hereof and receipt of a valid invoice on the on the Universal Uniport System (whichever is later); and shall not undertake any further exploitation of the New Recording.
3. In consideration of the payment in clause 2 above, KW hereby:
 - (a) irrevocably releases absolutely and forever discharges Island, its servants, officers, employees and agents (including without limitation Peter Oxendale) from any and all claims, liens, demands, damages, judgments, orders, debts, liabilities, accounts, reckonings, obligations, commissions, costs, legal fees, expenses, actions and causes of action of every kind or nature and howsoever and whensoever arising, in law, equity or otherwise throughout the world which KW has against Island its servants, officers, employees and agents (including without limitation Peter Oxendale) which relate to the Original Recording (including without limitation any accounting claims or separate claims for unauthorised use of the Original Recording in the New Recording and/or in any other

versions of the New Recording or any claim that KW is entitled to a share of the underlying musical or literary work embodied in the Original Recording); and

- (b) undertakes to immediately remove from publication or circulation any and all allegations and adverse or derogatory comments made by KW regarding Peter Oxendale, Island & Universal Music Operations Limited in connection with this matter and not to repeat, make, publish or cause to be published any such allegations or adverse or derogatory comments at any time in the future.
- 4. This agreement is entered into without any admission of liability on the part of Island.
- 5. Neither KW nor any person, firm or other entity on behalf of KW shall directly or indirectly themselves or through third parties release any publicity or make any public statements or disclose any information whatsoever to any third party (save for KW's professional advisors) with respect to the execution of this agreement the terms hereof or anything else in connection with this agreement.
- 6. This agreement contains the entire agreement between the parties with respect to its subject matter and fully sets out the terms agreed between the parties. The parties agree that in entering into this agreement they have not relied on any representation or warranties, oral or written, other than as set out in this agreement.
- 7. KW acknowledges that he has received independent legal advice in connection herewith prior to entering this agreement.
- 8. This agreement shall be governed and construed in accordance with the laws of England whose Courts shall be the Courts of competent jurisdiction.

AS WITNESS the hands of the parties hereto the day and year first before written.

SIGNED by)
For and on behalf of)
ISLAND RECORDS)
a division of)
UNIVERSAL MUSIC)
OPERATIONS LIMITED)
in the presence of:-)



SIGNED by)
KRISTIAN WESTON)
in the presence of:-)



KTS LEGAL, SOLICITORS & ADVOCATES
Nicholas House
12 River Front, Enfield, Middlesex
EN1 3TF, United Kingdom
Tel: 020 8367 0505, Fax: 020 8367 0404
DX: 90609 Enfield
Email: info@ktslegal.co.uk Web: www.ktslegal.co.uk

