

## SUMMARY

As of January 29th, 2020, former Broder Daniel drummer Lars Malmros refuses to provide the last remaining signature needed to allow Broder Daniel's music to be included in the documentary *I'll Be Gone* and for the film to be distributed to the public. After he consulted with the individuals named on [illbegonefilm.com](http://illbegonefilm.com)—presumably including Ebba Lindqvist (with whom Malmros shares a child), Håkan Hellström, Isse Samie, and Klas Lunding—Malmros has engaged the legal services of Scandinavia's top music industry lawyer Staffan Boström, who also represents Hellström. On January 28th, 2020, Boström presented filmmakers Amelia Trask and Sasha Hecht the amended “take it or leave it” publishing rights licensing contract included in this document. Said amended contract:

- a) Imposes severe and unusual restrictions on the film and how Broder Daniel's music can be used in connection with it to the extent that the agreement would be problematic to potential distributors,
- b) Does not assert that Malmros is legally able to license the publishing rights to *I'll Be Gone*, nor does it assert that the agreement does not violate agreements Malmros has made with third parties,
- c) Puts Trask and Hecht at risk of legal action as a result of unwittingly violating the rights of third parties,
- d) Protects Malmros of any liability should Trask and Hecht face legal action from third parties as a result of false or inaccurate claims made by Malmros in the agreement,
- e) Attempts to compel Trask, Hecht, their company, and Henrik Berggren to withdraw all statements made about the individuals/entities listed on [illbegonefilm.com/index](http://illbegonefilm.com/index), as well as prohibit them from making any statements about these individuals/entities (including themselves) in the future.

## **BACKGROUND**

In order for a film to be monetized/commercially exploited (i.e. in order for money to be made by any party on the release of a film), all copyrighted material not owned by the production must be “cleared” by the signing of licensing agreements. In the case of music being included in a film, two licenses must be acquired: the **mechanical rights** and the **publishing rights**.

**Mechanical rights** refer to the actual recordings of the music being used in the film. In the case of Broder Daniel and Henrik Berggren’s solo record *Wolf’s Heart*, the mechanical rights are owned/controlled by **Telegram Studios AB**. (More information on how Telegram Studios acquired these rights available at [illbegonefilm.com/action](http://illbegonefilm.com/action).)

**Publishing rights** refer to the compositions of the music being used in the film (i.e. the melodies, lyrics, and instrumentation) and are assigned at the discretion of the recording artist at the time that the music is registered with the appropriate copyright office (usually when the music is originally released). In the case of Broder Daniel, Henrik Berggren chose to grant all members of Broder Daniel featured on the recordings equal publishing rights regardless of their role (or lack thereof) in actually composing the songs. As a result of this, in order for the publishing rights of Broder Daniel’s music to be licensed, all members must agree.

As of January 29th, 2020, all of the necessary signatures for the licensing of Broder Daniel’s music in the film *I’ll Be Gone* have been acquired—including those of Henrik Berggren, Telegram Studios, Theodor Jensen, Håkan Hellström, Daniel Gilbert, Johan Neckvall, and Paola Bruna/Marlon Gothberg (on behalf of Anders Gothberg)—except for one: that of **Lars Malmros**. All of the aforementioned people/entities signed a standard licensing agreement (which includes only the necessary terms required by distributors to release the film) with only one minor amendment requested by Theodor Jensen for clarity.

On January 28th, 2020, after (according to his own statements) Malmros consulted with individuals mentioned on [illbegonefilm.com](http://illbegonefilm.com), the following amended contract was sent to Sasha Hecht, Amelia Trask, Henrik Berggren, and Henrik Berggren’s management by Valter Gran on behalf of lawyer **Staffan Boström** (partner at Ström Advokatbyrå KB), whom Gran stated had been engaged to represent Lars Malmros, as a “take it or leave it” non-negotiable final offer. According to his bio on [stroem.com](http://stroem.com), Staffan Boström advises “some of Scandinavia’s best-selling artists, songwriters, producers, independent labels, publishers, and live entertainment companies.” He also claims to be “one of the highest-ranking legal advisors in the European music industry.” Furthermore, according to media reports, **Boström represents Håkan Hellström** and has been quoted in the press on his behalf.

## **KEY**

**Black text:** Original publishing licensing agreement sent to Lars Malrmos (and all others band members)

**Red/blue text:** Amendments made by Staffan Boström sent January 28th, 2020

**Citations (italicized numbers in brackets):** Commentary by *I'll Be Gone* filmmakers Sasha Hecht and Amelia Trask for external use, numbers corresponding to notes pages

## SYNCHRONIZATION & PERFORMING LICENSE

THIS AGREEMENT (“Agreement”) is made and entered into as of \_\_\_\_\_ (the “Effective Date”) by and between The Monster Group LLC, with an address of \_\_\_\_\_

\_\_\_\_\_ (“Company”), on the one hand, and Publisher Lars Malmros<sup>[1]</sup>, with an address at \_\_\_\_\_ Address \_\_\_\_\_ (together with its parents, subsidiaries and affiliated entities, “Publisher Writer”)<sup>[2]</sup>, on the other hand (Company and Publisher Writer<sup>[2]</sup> collectively, the “Parties”). This Agreement confirms the Parties’ mutual understanding and agreement regarding Publisher Writer<sup>[2]</sup> granting to Company the right to use ~~any and all~~ the portion of<sup>[3]</sup> music compositions composed by Lars Malmros and owned and/or controlled by ~~Publisher, including without limitation those~~<sup>[3]</sup> Writer<sup>[2]</sup> set forth on Exhibit A attached hereto (each, a “Composition” and together, the “Compositions”) in and in connection with Company’s promotion, marketing, distribution, broadcast and/or other exploitation of the documentary motion picture currently entitled “I’ll Be Gone.” in the version made available to the public at the Gothenburg Film Festival 2019, which has also been made available on Vimeo (https://vimeo.com/311499294/c94eed3e7f), (hereinafter referred to as the “Picture”). “Picture” includes Permitted Adaptions as defined in Section 3.<sup>[4]</sup>

1. For good and valuable consideration, receipt of which is hereby acknowledged, Publisher Writer<sup>[2]</sup> hereby grants to Company and its successors, assigns and licensees, an irrevocable, non-exclusive, universal wide license in perpetuity to:
  - (a) Record and otherwise use the Compositions (including the music and/or lyrics thereof in any arrangement, orchestration or language) or portions thereof, in synchronization or timed relation with the Picture in any and all media now known or hereafter devised by any and all means, methods and systems, whether now known or hereafter devised, of recording sound in synchronization or timed relation with motion pictures;
  - (b) Make any number of copies of said recordings in connection with any and all types of positive prints of the Picture, whether on film, tape, discs, or any other device or material now or hereafter known;
  - (c) Sell, license, distribute, subdistribute, export and import said recordings and/or copies of the Picture from and into any country or territory throughout the universe;
  - (d) Perform the Compositions or portions thereof throughout the universe within the Picture and in any advertisements, promotions, exploitations, or other uses thereof ~~as Company determines in its sole discretion in or out of~~<sup>[5]</sup> the context in which the Compositions is embodied in the Picture in any manner in any and all media now known or hereafter devised (including without limitation all forms of theatrical and non-theatrical exhibition, video cassettes, video discs, DVDs, video tape and any other form of audiovisual device for home video or otherwise, and all forms of television including without limitation free, pay, and basic origination television, whether programming is transmitted by over-the-air broadcast, microwave, cable, closed circuit, via the Internet (whether by streaming or downloading) or direct broadcast satellite or by any other means now known or hereafter devised; and
  - (e) Refer to and include the professional name, likeness and biographical data of ~~the writer(s) of each Composition~~ Writer in and in connection with the Picture and in trailers, advertisements, featurettes, and other promotions of the Picture.

Publisher Writer<sup>[2]</sup> agrees to promptly execute and deliver to Company (and to secure the execution and delivery to Company of) any additional documents that Company may require to give effect to the grant of rights contemplated herein. Publisher Writer<sup>[2]</sup> waives all applicable rights of “droit morale” or “moral

rights of authors” or similar rights to the extent permitted by law.

## **NOTES (PAGES 4-5)**

**1 + 2:** An artist/songwriter may choose to have their publishing rights administered (i.e. managed) by a publishing company, or they may choose to do it themselves. In order for a publishing agreement to be valid, it must be signed between the “Company” (i.e. the company seeking the license) and the “Publisher” (i.e. the person or entity managing the publishing rights and granting the license). At citation [1], an interactive text field with the placeholder text “Publisher” indicating that the recipient is supposed to insert the name of the publisher with whom the agreement is being made, Boström identifies Lars Malmros as being the “Publisher,” meaning that he manages his own publishing rights. At the [2] citations, of which there are many throughout the document, Boström for some reason feels the need to amend “Publisher” to instead say “Writer” despite the fact that, for the purposes of the agreement, Malmros would be considered the “Publisher.” Furthermore, as clearly stated by the phrase “together with its parents, subsidiaries and affiliated entities, ‘Publisher,’” the term “Publisher” is defined as and used in this document specifically to mean “Lars Malmros.” In an email to Henrik Berggren after receiving feedback from Boström, Malmros stated: “...The agreement was so filled with changes and comments that it was embarrassing to send to you. I mean, on about 20 different occasions they had written that I was a ‘publisher’ when in fact I am a ‘writer.’” However, when asked by Sasha Hecht over email if Malmros’ publishing rights were administered by another company—explaining that if not, he was, in fact, the “Publisher”—Boström claimed that he was not sure and would have to check with Malmros. At this point, Amelia Trask included Malmros on the email thread. More than 24 hours later (at the time of the publishing of this document), no one has responded to what should be a simple question and something that Boström should already know if he is legitimately representing Malmros.

**3:** The songs listed in Exhibit A at the end of the agreement are the Broder Daniel songs currently included in *I’ll Be Gone*. However, the language “any and all” and “including without limitation” allows for other Broder Daniel songs to be included or to replace the songs currently in the film should the need/want arise. The amendment proposed by Boström seeks to limit that right.

**4:** It is common practice (if not expected) that edits are made to a film between the point at which it is exhibited at festivals and the point at which it is acquired by distributors and released widely. This may be based on a number of reasons including creative decisions by the filmmakers and requests made by distributors. By limiting the license to only apply to the version of the film that screened at Gothenburg International Film Festival 2019 and on the [illbegonefilm.com](http://illbegonefilm.com) website, should a distributor want to make changes to the film, the license would no longer be valid. This would place severe restrictions on the future of the film to the extent that an interested distributor could be turned off from acquiring the film given such stringent limitations.

**5:** The language “as the Company determines in its sole discretion in or out of” in the original licensing agreement allows for the filmmakers/the production company to use Broder Daniel’s

music in ancillary material, for example trailers and behind-the-scenes featurettes. By limiting the license to only apply “in the Context in which the Compositions is embodied in the Picture,” the music would only be able to be used as it currently exists in the film. In other words, a scene that includes the song “I’ll Be Gone” could be shown, but a featurette which includes the song “I’ll Be Gone” could not. Again, this amendment seeks to restrict the use of the music in connection with the film to the extent that it would be unappealing or unfeasible to a potential distributor.

Should Company enter into an agreement with a third party for the commercial exploitation of a soundtrack album (“Soundtrack Album”), if any, and should the Soundtrack Album embody any of the Compositions as commercially released, then Company shall negotiate in good faith with ~~Publisher~~<sup>[2]</sup>~~Writer~~ for a royalty with respect to the use of the applicable Compositions as part of such Soundtrack Album.

2. The performance rights granted to Company in Paragraph 1(d) herein include the right to perform the Compositions as a part of the soundtrack of the Picture throughout the universe, publicly and privately, for profit and nonprofit, and authorize others so to perform the Compositions, by any and all media and devices now or hereafter known (including, without limitation, in motion picture theaters in the United States). In no event shall Company be obligated to ~~Publisher~~<sup>[2]</sup>~~Writer~~ for any further payments (including, without limitation, any performance fees).
3. As used herein, the term “Picture” refers to said Picture ~~and any and all versions thereof in the version stipulated above~~<sup>[6]</sup> in any and all media now known or hereafter in existence, whether foreign language, television, ~~or any other form (including remakes, prequels, sequels, spinoffs and any and all other ancillary or derivative rights related thereto), and in and out of context, context trailers, promotional films (including without limitation any “extras”, “bonus footage”, “special features”, “behind the scenes” and “EPKs”), excerpts from the Picture~~<sup>[7]</sup> home video menu, television and radio spots, clips and excerpts of the Picture. Permitted Adaptions include alterations of the Picture made solely and exclusively in order to: (i) comply with requirements made for and/or by any version thereof censorship authority; (ii) avoid conflicts with any law and regulation; (iii) satisfy broadcast time regulations in relation to television commercial breaks; (iv) cut television versions to comply with time and censorship requirements of each territory; and (v) insert the broadcaster’s and/or distributor’s logo.<sup>[8]</sup>
4. Notwithstanding anything to the contrary herein, ~~Publisher~~<sup>[2]</sup>~~Writer~~ acknowledges that the rights herein granted to Company include, without limitation, the nonexclusive, universewide, irrevocable rights: (a) to cause or authorize the fixing of the musical composition in and as part of the Picture in the form of audiovisual devices or other storage and/or retrieval devices or systems whether now known or hereafter devised, including, without limitation, video cassettes, video discs and other storage and/or retrieval devices or systems (all herein called “Videograms”); (b) to make copies of said recordings in connection with Videograms, but such copies shall only form part of the soundtrack of the Picture; (c) to utilize such Videograms for any of the purposes, uses and performances hereinabove set forth, and (d) to sell, lease, rent, transmit, license or otherwise distribute Videograms as devices intended primarily for personal use by the public.
5. Nothing contained herein shall in any way obligate Company to actually utilize the Compositions or produce or exploit the Picture.
6. ~~Publisher~~<sup>[2]</sup>~~Writer~~ represents and warrants that ~~the Master is duly copyrighted under the U.S. Copyright Laws; that Publisher~~<sup>[2]</sup>~~Writer~~ owns and controls one hundred percent (100%) of the right, title and interest in and to his share of the Compositions; that ~~Publisher~~<sup>[2]</sup>~~Writer~~ has the legal right and authority to enter into this Agreement and grant the rights set forth herein and has not entered into any other agreement or arrangement that could conflict with the terms of this Agreement; that Company’s use of the Composition will not, to the best of his knowledge,<sup>[9]</sup> trigger any guild residuals or other contingent payment obligations, ~~and that Publisher has obtained all necessary permissions, if any, from any third parties and that the use of the Compositions hereunder will not violate the rights of any third party.~~<sup>[9]</sup>
7. This Agreement shall remain in full force and effect for the duration of all copyrights in the Compositions, including any renewals, extensions and revivals thereof, without Company having to pay any additional consideration.



8. Company shall have the right to transfer or assign Company's rights and ~~or~~ obligations pursuant to this Agreement, in whole or in part, ~~in any manner and~~ to any person, corporation, association, partnership or entity. Publisher in good standing and being a serious player in the film industry but only to the extent that if assignment of rights the corresponding obligations shall also be assigned and if not the obligations will remain by the Company. <sup>(10)</sup> ~~Writer~~ <sup>(2)</sup> acknowledges and agrees that its right to assign this Agreement or any of ~~Publisher~~ ~~Writer~~ <sup>(2)</sup> rights and obligations hereunder shall be limited to an assignment in writing

- to a parent, subsidiary or affiliated entity, or any entity that acquires all or substantially all of ~~Publisher~~Writer<sup>[2]</sup>'s<sup>[2]</sup> assets. In any event of assignment, ~~Publisher~~Writer<sup>[2]</sup> shall remain liable for ~~Publisher~~Writer<sup>[2]</sup>'s<sup>[2]</sup> obligations hereunder. In the event that ~~Publisher~~Writer<sup>[2]</sup> assigns any of its rights and obligations hereunder, then ~~Publisher~~Writer<sup>[2]</sup> agrees to notify Company in writing of such assignment within ten (10) business days. This Agreement is binding upon and shall inure to the benefit of the permitted successors and/or assigns of the Parties hereto.
9. ~~Publisher~~A Party<sup>[11]</sup> shall indemnify and hold ~~Company~~the other Party<sup>[11]</sup> harmless from any and all claims, liabilities, costs, losses, damages or expenses (including reasonable attorneys' fees) arising out of any breach or failure of any warranties ~~or~~ covenants or undertakings<sup>[11]</sup> made by ~~Publisher~~such Party<sup>[11]</sup> herein. ~~Publisher shall reimburse Company upon demand for any payment by Company at any time with respect to such losses, damages, liabilities, attorneys' fees and costs, actions, suits or other claims to which the foregoing indemnity applies. Notwithstanding the foregoing, Company shall have the right to settle any claim without Publisher's consent thereto upon terms and conditions acceptable to Company in its sole discretion.~~<sup>[11]</sup>
10. ~~Publisher's~~An important and absolute condition for ~~Writer's~~ granting of rights and remedies in the event of any breach or alleged breach of this Agreement shall be limited to ~~Publisher's~~ right, if any, to recover money damages in an action at law and in no event shall ~~Publisher~~ be entitled by reason of any such breach or alleged breach to seek injunctive or other equitable relief or to terminate this Agreement or to enjoin or restrain or to seek to enjoin or restrain the production, distribution, exhibition, advertising or other exploitation of the Picture or any subsidiary or ancillary rights in connection therewith. In no event shall ~~Company~~ have fewer rights than a member of the public would have in the absence of this Agreement.<sup>[12]</sup> according to this Agreement is the following:
- (a) Company, Henrik Berggren, Amelia Trask, Sasha Hecht and/or related persons or companies shall immediately upon execution of this Agreement (i) withdraw any statements regarding or referring to the persons and entities listed under the subheading Index on the website <https://www.illbegonefilm.com> (the "Website") and possible other social media sites or platforms, and (ii) withdraw any statements regarding or referring to said persons and entities which have been made available through links on Henrik Berggren's Instagram, including but not limited to the document entitled "Till fansen 1-8-20";<sup>[13]</sup>
- (b) Company, Henrik Berggren, Amelia Trask, Sasha Hecht and/or related persons or companies shall in the future refrain from making available the statements referred to in item 10(a)(i)-(ii) above, or any other statements regarding or referring to the persons and entities listed under the subheading Index on the Website, on the Website or any other social media site or platform.<sup>[14]</sup>
11. This Agreement shall be governed by and subject to the laws of the State of New York applicable to agreements made and to be wholly performed therein. All actions, proceedings or litigation brought by either party hereto shall be instituted and prosecuted solely within New York City, State of New York. ~~Publisher~~Writer<sup>[2]</sup> and Company hereby assent to the jurisdiction of the State Courts of New York and the Federal Courts located within the State of New York with respect to any matter arising out of or related to this Agreement.
12. This Agreement constitutes the entire agreement between the Parties and cannot be altered, modified or amended except by a written instrument signed by both Parties. This Agreement may be signed in counterparts, by facsimile, pdf or computer image file or original signature, and each such counterpart shall constitute an original document and all such counterparts, taken together, shall constitute one and the same instrument.
13. By signing in the spaces below, Company and ~~Publisher~~Writer<sup>[2]</sup> accept and agree to all of the terms and conditions to this Agreement.

*[Signature Page Follows]*

ACCEPTED AND AGREED:

THE MONSTER GROUP LLC  
"COMPANY"

Publisher

**"PUBLISHER"**

Writer

**"WRITER"** <sup>[2]</sup>

By:  \_\_\_\_\_  
Its: Co-Owner \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

## **NOTES (PAGES 8-12)**

**6:** Again, as with citation [4], this amendment seeks to limit the license from applying to future versions of the film should it be altered, thereby placing severe and abnormal restrictions on the filmmakers and potential distributors.

**7:** Boström removes language allowing Broder Daniel music to be used in “‘extras,’ ‘bonus footage,’ ‘special features,’ ‘behind the scenes,’ and ‘EPKs’ [electronic press kits, i.e. video featurettes featuring the filmmakers and subjects of the film discussing the project].” One can infer that this is intended not only to place impractical limitations on potential distributors but also as an attempt to interfere with the creation of materials wherein the filmmakers and Henrik Berggren discuss the experience of making the film and the associated conflicts.

**8:** Again, as with citations [4] and [6], this amendment defines the only changes permitted to be made to the film. These allowances are technical in nature and do not apply to the actual content of the documentary. As stated previously, this places restrictions on potential distributors. Presumably, there is also a concern that the film itself will be edited to include other content, which Malmros/Boström are attempting to prevent and protect against.

**9:** The language included in the original agreement certifies that the “Publisher” party (in this case, Lars Malmros) does, in fact, have the right and ability to grant the license that the agreement pertains to, and that the licensee (the filmmakers and their production company) would not be risking opening themselves up to litigation by unwittingly violating any third party rights (i.e. if the rights are owned by/restricted to use by any other parties). By eliminating the clause wherein the “Publisher” states that the use of the music by the filmmakers would not violate any third party rights, Boström suggests that Malmros may not actually own/control the publishing rights to the extent that he is representing that he does. If that were the case, a publishing agreement signed by Malmros would be an invalid and useless document. Should the aforementioned scenario be the case, by including the language “to the best of his knowledge,” Boström protects Malmros from liability should the filmmakers find themselves in a situation where they are facing litigation from a third party as a result of this agreement—Malmros could always claim he “didn’t know” or “wasn’t aware” that the license was in violation.

**10:** Paragraph 8 of the agreement states that if and when the filmmakers/production company sell their film to a distributor, all of the terms of the agreement would also apply to the distributor. The clause added by Boström was presumably included with paragraphs 10a and 10b in mind, stating that the distributor would also be prohibited from sharing the information outlined in those sections. It also states that should the film *never* be bought by a distributor, the restrictions outlined in paragraphs 10a and 10b would apply to the filmmakers and their production company in perpetuity (forever).

**11:** Paragraph 9 is related to paragraph 6. In paragraph 6 of the original agreement, the “Publisher” certifies that he has full legal rights to enter into the licensing agreement and that

the agreement would not violate any other agreements the “Publisher” has with any third parties. Paragraph 9 of the original agreement further elaborates on that point, stating that *if*, for whatever reason, it should turn out that the filmmakers/production company have unwittingly violated a third party’s rights as a result of the agreement, that the filmmakers/production company would not be held legally responsible and that the “Publisher” would be liable to reimburse the filmmakers/production company for any costs or financial losses incurred as a result. In his amendments, Boström first completely changes the meaning of the paragraph to instead state that neither party (the filmmakers/production company and Malmros, the “Publisher”) would be able to pursue legal action should the other party breach the agreement. Furthermore, Boström asserts that should the filmmakers/production company face legal action as a result of accidentally violating a third party’s rights, Malmros would not be liable in any way. As a reminder, Boström changed the language in paragraph 6 to indicate that Malmros could *not* certify that the agreement was not in violation of a third party’s rights, thereby leaving the filmmakers/production company vulnerable to litigation.

**12:** Paragraph 10 of the original agreement states that, should there be a breach of the agreement, the “Publisher” has the right to seek compensation for any monetary damages incurred but does *not* have the right to pursue any further legal action against the filmmakers/production company, nor does it render the license void and restrict the release/distribution/exhibition of the film. Boström eliminates this entire paragraph and stipulates that the license is only valid under the condition that the terms he includes as paragraphs 10a and 10b are met. Most significant is the elimination of the final sentence “In no event shall Company have fewer rights than a member of the public would have in the absence of this Agreement.” This sentence means that the filmmakers/production company maintain the rights and abilities afforded as standard to any person/entity. Boström has eliminated this sentence in reference to the fact that the demands outlined in paragraphs 10a and 10b directly conflict with the filmmakers’ First Amendment rights, specifically Freedom of Speech and Freedom of the Press.

**13:** Paragraph 10a, one of two absolute conditions included by Boström in the agreement, demands that Sasha Hecht, Amelia Trask, their production company, *and* Henrik Berggren—who was not, until this point, a party to this agreement—“withdraw” statements made about the persons/entities listed on [illbegonefilm.com/index](http://illbegonefilm.com/index), including statements made on social media or any other platforms. Additionally, Boström demands that Henrik Berggren “withdraw” statements made on his social media and in his letter, “Till fansen 1-8-20.” It is unclear what exactly Boström means by “withdraw,” and he has not responded to request for clarification. It should be noted that a) all of the information on the website about said individuals/entities is either sourced from publicly available records/media or is supported with evidence, b) none of the individuals/entities have disputed—either publicly or personally to the filmmakers—the information as being false, and c) should “withdraw” be intended to mean that the filmmakers/Berggren should issue a retraction, Boström would be attempting to compel the filmmakers/Berggren to make false statements. Furthermore, should the filmmakers/Berggren be compelled to issue statements that the information provided on the website, on social media, and in Berggren’s open letter is false, they would, in turn, be defaming the sources from whom they

received the information. Finally, as the filmmakers are also journalists and figures in the U.S. media, to demand that they publicly state that they had published false information (when, in fact, the information was thoroughly researched, substantiated, and/or personally experienced) would also be to demand that they undermine and cause damage to their own reputations and careers. Also important to note is that there is no reason given by Boström for why the information should be withdrawn, nor is there any claim that the information is “defamatory.” (According to U.S. law, which governs the material on [illbegonefilm.com](http://illbegonefilm.com), information must be false in order for it to be considered “defamatory.” This differs from Swedish law, under which it must only be “damaging.”) In fact, there is no mention or claim in the agreement that the information is false at all, only that it must be “withdrawn” as an absolute condition of the granting of the music license.

**14:** Paragraph 10b not only prohibits Amelia Trask, Sasha Hecht, their production company, and Henrik Berggren from making available to the public the statements and information published on [illbegonefilm.com](http://illbegonefilm.com) in the future, but it also prohibits “any other statements regarding or referring to the persons and entities listed under the subheading Index on the Website on the Website or any other social media site or platform.” As Amelia Trask, Sasha Hecht, and Henrik Berggren themselves are included in the [illbegonefilm.com/index](http://illbegonefilm.com/index) section of the website, this clause would effectively prohibit Trask, Hecht, and Berggren from making *any* statements *whatsoever* about *themselves or each other* on *any* platform in perpetuity (forever). This, according to the language of the paragraph, would include biographical information completely unrelated to *I’ll Be Gone* or the associated conflicts. Not only is this demand an egregious and absurd overreach (even for a “gag order”), but it was presented in a “take it or leave it” offer. This means, quite literally, that Malmros will only agree to allow Broder Daniel’s music to be included in *I’ll Be Gone* if Trask, Hecht, and Berggren agree to never make any public statements about themselves ever again, with absolutely no room for negotiation. Granted, “non-disparagement” and “non-disclosure” clauses are not uncommon in legal agreements. These types of clauses, which Boström would be extremely familiar with given that he is an experienced lawyer, state that neither party is permitted to make disparaging statements about the other or reveal private information about their relationship/history with one another. They are mutually agreed upon and protect all parties involved. However, those are not the clauses that Boström chose to include as a “take it or leave it” condition of the licensing agreement. The significant differences are:

- a) The non-disparagement/non-disclosure clauses would apply strictly to the parties of the agreement (in this case, Amelia Trask, Sasha Hecht, their production company, Lars Malmros, and—per Boström’s inclusion—Henrik Berggren). According to Boström’s paragraphs 10a and 10b, the “gag order” would also apply to statements made about a number of other individuals/entities, which includes Håkan Hellström (another of Boström’s clients), among others.
- b) As stated previously, the non-disparagement/non-disclosure clauses would apply mutually. According to Boström’s paragraphs 10a and 10b, Trask, Hecht, and Berggren would be prohibited from making any statements about the individuals/entities listed on [illbegonefilm.com/index](http://illbegonefilm.com/index) (including themselves). However, all other individuals/entities

would be free to make statements about Trask, Hecht, and Berggren. Furthermore, according to the language of the agreement, Trask, Hecht, and Berggren would not even be able to comment on/respond to statements made about them by any individual/entity. Hecht emailed Boström asking if this was the intention of the language in this clause, and if not, to limit the scope by specifying the individuals/entities/information to which the clause should apply. At the time of the publishing of this document, he has not responded.



READ AND ACCEPTED WITH RESPECT TO CLAUSE 10:

Place:

Date:

SASHA HECHT

Place:

Date:

AMELIA TRASK

*Text*

Place:

Date:

HENRIK BERGGREN

[15]

## **NOTES (PAGE 17)**

**15:** As the original agreement is a standard publishing rights licensing agreement, the parties to the agreement should only be the licensor (Lars Malmros, “Publisher”) and the licensee (Amelia Trask and Sasha Hecht’s company The Monster Group LLC, “Company”). With the addition of paragraphs 10a and 10b as an absolute condition for the music license—which also include restrictions on and requirements of Henrik Berggren—Berggren’s signature affirming his commitment to the “gag order” clauses has been included as a requirement for the agreement.

## **EXHIBIT A**

- Disease Inside
- Son of St. Jacobs
- What's Good
- Come On You People
- Luke Skywalker
- Iceage
- Underground
- Happy People Never Fantasize
- Dream My Days Away
- I'll Be Gone
- No Time for Us