“Terms and Conditions”

Agreement (the “**Agreement**”) applicable to the business relationships between you

- hereinafter referred to as “**Artist/Label**” or “**you**” -

and

Release Global LLC

816 N. Fairfax Ave.

Los Angeles, CA, 90056

USA

- hereinafter referred to as “**RG**” or “**Company**” -

1. Overview

(a) RG provides a platform (“**Platform**”) that specializes in music distribution, label services, and other related activities. This contract defines the rights and obligations of Artist/Label and RG.

(b) Artist/Label shall, at its sole expense, Deliver (as such term is defined below) Content to RG via the platform and/or website provided by RG at release.global. “**Deliver**” shall mean the upload of the Content and all necessary metadata (e.g., audio files in .WAV format, cover art, artist name, recording title, author, composer, contributors, publisher, desired download store price, release date, ISRC code (if available and EAN/UPC code (if available) and necessary completed letters of direction, if requested.

(c) The **"Recordings”** within the meaning of these Terms and Conditions are audio recordings from the inception of the creation thereof, including all edits, mixes and remixes thereof, if any, and audio-visual recordings (e.g., Videos), as well as related additional content such as Artwork (Recordings, Video and Artwork may individually and collectively also called “**Content**”), which the Artist/Label uploads to its user account (“**Account**”) on the platform provided by RG, or uploaded by RG on behalf of Artist/Label. “**Artwork**” means all pictorial graphic, visual, audio, audiovisual, digital, literary, animated, artistic, dramatic, sculptural, musical or any other type of creations, whether finished or not; uploaded by Artist/Label or by RG on behalf of Artist/Label. **"Video"** – a Recording embodying an audiovisual work primarily featuring the audio soundtrack of one (1) or more master recording.

(d) RG does not guarantee placement of the Recordings or other Content with any third party distributor. RG reserves the right to refuse uploaded Content at its sole discretion. In the event that RG determines that any Content is not authorized for distribution, and/or if RG determines that any Content is in violation of its guidelines or in breach of your representations and warranties herein, Artist/Label agrees that RG shall have the right to remove the Content immediately from the Platform and/or any digital service provider.

(e) RG shall be entitled to receive and commission all monies (i) generated by sales or other exploitations of Content on any third party during the Exploitation Period, and (ii) payable in connection with third party exploitations of Content during the Exploitation Period. If necessary, Artist/Label shall execute letters of direction instructing Artist/Label’s previous distributor to cease distribution, and shall execute letters of direction instructing third parties to accept distribution through RG. Without limiting the generality of the preceding sentences, regarding Content Delivered by you and selected to be distributed to certain distributors via the Platform, neither you nor any party authorized by you shall (I) distribute, market and/or sell, Content; or (II) authorize or permit any person other than RG to use in any manner or medium, any Content. For the avoidance of doubt, during the Exploitation Period, RG has the exclusive

right to exploit Content to an applicable distributor following your Store List Selection. You will cause such Delivered Content ("Third Party Income"), to the extent applicable, to be removed from all retailers and services (including subscription services) then-currently using the Delivered Content immediately following RG's request and coordinate the transfer of accounts and login information to Company. RG shall be entitled to all monies derived from the use of the Delivered Content on the selected distributors as of the day of your Delivery thereof, as well as all monies earned but not yet collected as of such date. You will direct all retailers and services (including streaming services) then-currently using the Delivered Content to pay such monies directly to RG and RG shall have the right to claim and collect such monies directly. If you receive or are credited with any such monies, then you will pay such monies to RG within five (5) days of such receipt or credit.

(f) If RG receives Third Party Income of less than Five Thousand Dollars ($5,000), then RG shall have the right to add same to Artist's account on a semi-annual basis in lieu of the payment provisions detailed below.

2. Fees; Credit Account and Payments

(a) RG shall pay to Artist/Label the amounts set forth on Schedule A attached hereto.

(b) Accounting statements will be made available to Artist/Label online, and subject to Recoupment, if any, Artist/Label can withdraw monies from its account at any time pursuant to the terms hereof. Following RG's calculation of Net Receipts (defined below) and any applicable credits and debits, payments are credited to the Artist/Label's account on the first day of each month. The billing includes and considers all collected funds before the billing date. Subject to these terms and conditions, cash withdrawals of more than One Hundred Dollars ($100.00) USD can be triggered at any time directly in the account. Payments are available to be made via bank/postal account. If the Artist/Label account is closed, the remaining amount will be paid out to the Artist/Label within 10 days after the last invoice date if Artist/Label is not in breach of any guarantees hereunder. Bank charges or other costs incurred in connection with any transactions are to be borne by the Artist/Label.

(c) Artist shall provide to RG Artist's banking and accounting information following Artist's execution of this agreement or via the Platform. If for one (1) year RG is unable to obtain the proper banking information from Artist, RG shall have no obligation to make payments to Artist/Label in accordance with paragraphs 2(a)-(b).

3. Transfer of rights

(a) The Artist/Label grants to RG throughout the Exploitation Period and within the universe all rights to the Recordings and the Content that are necessary to distribute and promote the Recordings, together with the exclusive the right to claim all so-called "market share" and "chart share" with respect to the Content. You agree to execute and deliver to RG, and to cause each Person rendering services in connection with such Recordings to execute and deliver to RG, all documents and instruments that RG deems necessary or desirable to apply for, obtain, register, effectuate and/or record ownership of rights hereunder, including written assignments to RG (in a form satisfactory to RG) of all sound recording copyright rights (including renewal and extension rights) that you or any such Person may have. You and Artist hereby irrevocably grant to RG a limited power of attorney, as your agent and limited attorney-in-fact, solely to execute such documents and instruments in your name, and the name of Artist and/or all other Persons rendering services in connection with such Recordings and to dispose of such documents and instruments, which limited power of attorney may only be exercised if you or Artist fail to execute and deliver to RG any document which RG may reasonably submit to you or Artist for execution within seven (7) Business Days after such document is submitted to you or Artist. You hereby acknowledge that RG's agency and power are coupled with an interest. RG shall undertake to provide you with copies of any such documents RG signs in your name, provided that RG's inadvertent failure to do so will not constitute a breach of this agreement or impair the effectiveness of the document concerned.

(b) During the Exploitation Period regarding any particular Content Delivered, RG shall have the right to sell, copy, distribute, perform, sublicense and otherwise exploit each Recording (as such term is defined below) in whole or in part to any third party that sells, copies, distributes, transmits, performs or otherwise exploits sound and/or audiovisual recordings by any and all means and media (whether now known or existing in the future).

(c) During the Exploitation Period regarding any Content, RG shall have the right to use record artwork and artists' names, likenesses and biographical material in connection with exploitation of each Recording detailed hereunder and the promotion thereof.

(d) During the Exploitation Period, RG shall have the right to add Artist's YouTube channel(s), regardless of which Recordings are embodied therein, to RG's YouTube network (e.g., YouTube CMS or similar content management system). In connection therewith, RG shall have the right to claim any and all Recordings on such channel(s), including Recordings not otherwise controlled by RG hereunder, and to collect all revenues generated therefrom. Revenues collected by RG from such claimed Recordings shall be paid to Artist/Label in accordance with the royalty provisions set forth in Schedule A. Notwithstanding the foregoing, this paragraph shall not apply to any Recordings for which such rights are unavailable due to a pre-existing third party claim or agreement.

(e) If, at any time during the Exploitation Period (the “Restricted Period”), you desire to: (i) enter into any agreement with any performing rights organization (including, without limitation, ASCAP, BMI, SESAC, and GMR) for the administration, licensing, or collection of public performance income with respect to any musical compositions written, co-written, acquired, owned or controlled by you or Artist, and (ii) accept any advance, bonus, or other payment offered to you by any performing rights organization to the extent you are not then contractually precluded from leaving such organization, (all of such rights herein defined as the “PRO Rights”) then prior to commencing negotiations with any such Person with respect to any such PRO Rights, you and Artist shall notify Company thereof and you shall promptly begin good faith negotiations with Company regarding the material terms and conditions of an agreement relating to such PRO Rights (a "PRO Agreement"). If, after such good faith negotiations of no less than thirty (30) days in the aggregate, Company and you are unable to agree on the material terms of such PRO Agreement, then you shall not have the right to enter into a PRO Agreement during the Restricted Period with any Person unless you and Artist first: (a) send Company a notice of the material terms and conditions of the proposed agreement, the nature of rights to be granted, and the identities of all proposed parties to the agreement; and (b) offer to enter into a PRO Agreement with Company (or Company’s affiliate, as applicable) on terms no less favorable to Company those set forth in such notice, provided that Company will not be required, as a condition of accepting any offer made to Company pursuant to this paragraph, to agree to any terms or conditions which cannot be fulfilled by Company (or such affiliate) as readily as by any other Person or to waive any of Company’s or its affiliate's rights under this agreement or any other agreement. If Company does not accept your offer within thirty (30) business days after its receipt of same (the “Match Period”), you may then enter into that proposed agreement with the same Person mentioned in such notice, provided that such agreement is consummated with such Person within ninety (90) days after the end of the Match Period upon terms and conditions no less favorable to you than those set forth in your notice and offer to Company; provided that such non-acceptance by Company shall not be considered a waiver of any of Company’s rights under this agreement or any other agreement. If that agreement is not consummated within said ninety (90) day period, no other Person will be authorized to exercise any PRO Rights during the Restricted Period unless you first offer to enter into an agreement with Company as provided in the foregoing provisions of this paragraph.

(f) Accordingly, Artist/Label hereby warrants and represents to Company that:

(i) Artist/Label is the sole and exclusive owner of each Recording and other Content uploaded by Artist/Label, and all rights in and to such Content, under copyright and otherwise, throughout the universe;

(ii) Neither Artist/Label nor any other third party or person has sold, assigned or otherwise disposed of any right, title or interest in or to the Content (including, for the avoidance of doubt, edits, mixes and remixes thereof of any Recording);

(iii) During the Exploitation Period, no use of the Content (including, for the avoidance of doubt, edits, mixes and remixes thereof of any Recording) shall be made by Artist/Label or any third party or person other than in the matter permitted herein.

(iv) If Content is exploited by any other person or third party during the Term, Artist/Label will cause the Content to be removed from all retailers and services (including subscription services) then-currently using the Content immediately following RG‘s request.

(v) There are no claims or threats of claims of litigation involving the Content (including in respect of the musical composition embodied in Content).

(vi) RG is entitled to make the Content available in all media known today and in the future for distribution to end customers, in particular to make them available in online shops and DSPs selected by the Artist/Label. Artist/Label has the right (if and to the extent applicable) to save the Recordings on all storage media for the purposes of updating the data or making a backup copy. RG may also distribute clips as an excerpt from any Content of typically up to thirty (00:30) seconds (or, in certain cases, shorter or longer) for auditioning or judging purposes to promote the sale of the content. In addition, RG is entitled to edit the Recordings and other Content as far as this is necessary to fulfill its obligations under this agreement.

(vii) RG is also entitled to transfer all or part of the transferred rights to affiliated companies as well to assign them as securities to third parties. During the term of this agreement, the Artist/Label grants RG the right to sell, duplicate, distribute and otherwise use the recordings or the accompanying material.

(viii) The Artist/Label is not entitled to assign rights and obligations under this contract to third parties.

(vix) The Artist/Label must ensure that Content is not being delivered more than once to each online shop and/or DSP in case Artist/Label also distributes recordings himself or via third party platforms. As soon as RG has uploaded the recordings to the selected online shops and DSPs for distribution, Artist/Label guarantees that the respective Content is not being uploaded by third parties to the same online shops and DSPs Artist/Label is responsible for providing true and complete information.

(x) If not eighteen (18) years of age, the legal representatives or guardians of Artist/Label must accept the Terms and Conditions on behalf of Artist/Label. Artist/Label is also responsible for informing RG immediately in case of any changes to personal data necessary for the execution of the contract, in particular the name, first name, address, email, telephone number and bank details.

(xi) Neither Artist/Label nor any third party acting on Artist/Label's behalf has utilized Spotify's "Discovery Mode", artificial intelligence generated Recordings and/or Content, bots, click farms, paid advertising, or any similar promotional or traffic generating tools in connection with the exploitation of the Recordings or Content.

(xii) Artist/Label warrants that it is authorized and able to enter into this contract, fulfill its obligations and transfer the necessary rights.

(g) For the avoidance of doubt, Artist/Label hereby confirms that the rights granted to RG hereunder include all mechanical rights (including digital mechanical rights) in and to the musical compositions embodied in the Recordings, including the right to reproduce, distribute, and authorize the reproduction and distribution of such musical compositions in connection with the exploitation of the Content. Artist/Label shall be solely responsible for obtaining and paying for all mechanical licenses and any other licenses required in connection with the musical compositions embodied in the Recordings, and shall hold RG harmless from any claims arising from Artist/Label's failure to do so.

By creating an account or uploading a release to the account, Artist/Label accepts the Terms and Conditions set forth herein and Artist/Label confirms that it has all the rights to the Recordings and any and all Content.

4. Billing, Offset and Taxes

(a) Statements that are made available to the Artist/Label in its account shall be deemed accepted if Artist/Label does not raise any justified objections within 30 days after the respective bill has been made available.

(b) Artist/Label is responsible for its own tax and insurance matters and must pay any and all taxes and social security contributions payable from the revenues he receives from RG. In the event that RG or its licensees are subject to taxes or social security contributions in accordance with statutory provisions, RG is entitled to offset them against the Artist/Label's claims hereunder.

5. Term and Exploitation Period:

(a) The "**Term**" of this agreement shall commence on the date hereof and end coterminous with the end of the Exploitation Period. During the Term, in connection with each particular Content, RG shall have the exclusive right to sell, copy, distribute, perform, sublicense and otherwise exploit the Content in whole or in part, including remixed, edits, or other derivatives of such Content by any and all means and media (whether now known or existing in the future), including the non-exclusive right to distribute the Content to third parties for synchronization purposes.

(b) Each particular Content shall have an "**Exploitation Period**" commencing on your upload of the Content via the platform and ending on the later of (i) twelve (12) months from the complete Delivery and release of your final Recording at any digital service provider; and (ii) your Recoupment. Notwithstanding the foregoing, the Exploitation Period shall auto renew for six (6) month periods on a rolling basis unless we receive a Reversion Notice.

(c) Provided that you have achieved Recoupment, at any time following twelve (12) months from release of a particular Content, you shall have the right to send notice to RG, between six and two months before the end of the Exploitation Period ("**Reversion Notice**"), requesting the end of the Exploitation Period and takedown of Content from the RG platform.

(d) Artist hereby confirms that RG may elect in its sole discretion to pay any amounts hereinabove and any advances in an Advance Agreement before such payments would otherwise be due.

(e) The parties may enter into a separate Advance Agreement to amend the terms of this agreement.

(f) In the event Artist/Label breaches any representation, warranty, covenant, or obligation under this Agreement, the Exploitation Period for any or all Content then-subject to this Agreement shall automatically be tolled and extended for the duration of such breach, including any period during which the effects of such breach continue to impact RG's exploitation of the Content. Such tolling shall not

relieve Artist/Label of its obligations under this Agreement or limit RG's right to pursue any other remedies available at law or in equity.

6. Force Majeure

Company reserves the right, at Company's election upon notice to you, to suspend Company's obligations hereunder for the duration of any "force majeure" event (including any of the following contingencies), if by reason of any such contingency, Company is materially hampered in the performance of Company's obligations hereunder or Company's normal business operations are delayed or become impossible or commercially impracticable: Act of God, fire, catastrophe, labor disagreement, acts of government, its agencies or officers, any order, regulation, ruling or action of any labor union or association of artists, musicians, composers or employees affecting Company or the industry in which Company is engaged, delays in the delivery of materials and supplies or any other cause beyond Company's control. Any such suspension shall not affect Company's obligations to prepare royalty statements, account to you, or pay you royalties hereunder, unless Company's ability to do so is adversely affected by the contingency concerned. Any such suspension due to a labor controversy which involves only Company shall be limited to a period of six (6) months.

7. Disclaimer

The liability of RG is excluded to the maximum extent permitted by law. Liability for indirect and causal damages, loss of profit, lost business, lost revenue and lost corporate or brand value or other impairments is excluded in particular. In no event shall RG's aggregate liability to Artist/Label under or in connection with this Agreement exceed the total amounts actually paid by RG to Artist/Label during the twelve (12) month period immediately preceding the event giving rise to such liability. Furthermore, Artist/Label is aware that the digital distribution is dependent on technical circumstances which RG has no influence over. In particular, RG disclaims all liability in connection with the availability or non-availability of Content in online shops and DSPs.

8. Artist/Label Guarantees

(a) The Artist/Label guarantees:

1. that it has acquired all rights transferred under this Agreement upfront or, if not already done, will acquire them by the time of release of the respective Content via RG, and that Artist/Label is not prohibited from entering into or fulfilling this Agreement by any means.
2. that the exploitation and distribution of Content does not violate copyrights, ancillary copyrights, or other third party rights, and that neither the Recordings themselves, nor the pseudonyms, artwork, promotional material, photos, trademarks, etc., are used in any way that violates any third party rights.
3. that the Content does not contain any illegal content and, in particular, is not defamatory or are otherwise unlawful.
4. that image and/or sound carriers to be supplied by Artist/Label are described and labeled in accordance with the legal requirements (in particular, with respect to the required age rating) and that they do not violate any law or the rights of third parties.
5. that it has adequately compensated all parties involved in the Recordings or will do so and has borne or will bear all costs and fees incurred or to be incurred in connection with the production of the Recordings (with the exception of compensation that is paid by third parties, such as payments to collection societies that are paid by end user platforms).
6. that it recognizes the rules of the International Federation of the Phonographic Industry (IFPI) and its respective regional associations and will refrain from anything that is equivalent to chart manipulation and keep the Recordings free from streaming manipulation.

(b) You shall and hereby do indemnify, save and hold harmless Company, Company's affiliates, each of their respective successors and assigns, and the officers, directors and employees of any of them (individually and collectively, "**Company Indemnitee**" or "**Company Indemnitees**") from all loss, damage, cost, expenses and liability (including actual court costs and reasonable outside attorneys' fees) (individually and collectively, "**Loss**" or "**Losses**") arising out of, connected with or as a result of any claim, demand or action (individually and collectively, "**Claim**" or "**Claims**") asserted by any third party in connection with: (i) any act or omission by you (or any of your respective agents) or (ii) any inconsistency with, failure of or breach, alleged breach, or threatened breach by you of any warranty, representation, agreement, undertaking or covenant contained in this agreement. Notwithstanding the preceding sentence: (A) Company shall have the right to settle without your consent any Claim involving sums of Fifteen Thousand Dollars ($15,000) or less, and this indemnity shall apply in full to any Claim so settled; and (B) if you do not consent to any settlement payment proposed by Company for an amount in excess of Fifteen Thousand Dollars ($15,000), Company shall have the right to settle such Claim without your consent, and this indemnity shall apply in full to any claim so settled, unless you obtain a surety bond from a surety acceptable to Company in Company's sole discretion, with Company as a beneficiary, and such surety agrees unconditionally, in writing, to pay all Losses incurred by the Company Indemnitees by reason of the applicable Claim. In addition to any other rights or remedies Company may have by reason of any such Claim, and unless you have obtained a surety bond meeting the requirements set forth above, Company may (I) obtain reimbursement from you, on demand, for any payment made by the Company Indemnitees at any time after the date hereof with respect to any Losses resulting from such Claim; (II) deduct such amounts from all monies becoming payable under this agreement or any other agreement relating to Artist/Label to the extent to which they have not been reimbursed to Company by you within thirty (30) days of any demand made by Company therefor; and (III) withhold from monies otherwise payable under this agreement or any other agreement relating to Artist/Label an amount consistent with Company's anticipated Losses resulting from such Claim. If no action is filed within one (1) year following the date on which a Claim was first received by a Company Indemnitee, Company shall release all sums withheld in connection with such Claim which exceed any Losses actually incurred, unless Company, in Company's reasonable business judgment, believes that such an action may be instituted despite the passage of such time. Notwithstanding the foregoing, if a Claim is reasserted after Company releases any sums previously withheld for such Claim (or a similar or related Claim), then Company's rights under this paragraph shall apply in full force and effect. Company will give you notice of any Claim asserted against a Company Indemnitee, provided that Company's inadvertent failure to do so will not constitute a breach of this agreement or derogate from Company's rights or your obligations under this paragraph. At Company's election, which Company may exercise in its sole discretion, Company may retain control of the defense of such Claim (or require that you provide such defense through counsel acceptable to Company, provided that Company shall have the right at all times, in Company's sole discretion, to resume such control). Should Company elect to retain control of the defense, you shall have the right to participate in the defense of any such Claim through counsel of your own choice and at your expense.

9. Money Split Feature

(a) Artist/Label acknowledges that all royalties credited by RG to Artist/Label are being considered as "all-in" payments meaning that RG has no further obligations to make payments to Artist/Label or third parties whatsoever. Artist/Label is responsible for payment and billing to any other licensors, songwriters, publishers, artists, producers, mixers, and other third parties, as well as payment of any applicable taxes or fees. Moreover, Artist/Label shall be solely responsible for each of the following: (a) all record royalties due to artists, producers, performers and other persons who performed in the making of the Recordings and other royalty participants, (b) all royalties due to any party as a result of samples included in the Recordings (c) all payments that may be required under collective bargaining agreements applicable to Artist/Label and its affiliates, (d) all music publishing licenses and royalties including, without limitation, synchronization and digital mechanical licenses and royalties, and (e) all sales and use taxes levied on any amounts payable to Artist/Label hereunder.

(b) Artist/Label may have the option to use RG's "Money Split" feature to instruct RG to directly transfer or pay out a portion of the license revenue credited to the Artist/Label to "**Third Party Partners**" upon Artist/Label's request. In order to use "Money Split," Artist/Label must provide the email address of its Third Party Partner as well as their respective share in the license revenue for a certain recording that is distributed via RG. All Third Party Partners wishing to use Money Split are required to log in with either a Money Split Account (App based) or the website with their current Account (if applicable) to accept and receive such payments via Money Split. Should RG accept Artist/Label's request to make payments directly to Third Party Partners through Money Split, this is merely an accommodation made by RG to the Artist/Label. All payments made via Money Split shall be deemed payments to the Artist/Label, and RG shall have no liability whatsoever for false payments made under this Agreement or for failure to comply with any legal requirements. All Third Party Partners are responsible for providing accurate banking and accounting information within Money Split. RG shall have no liability whatsoever in the event the Third Party Partners fail to receive payments. Artist/Label shall indemnify and hold harmless RG against any and all claims asserted or raised against RG and any damages, losses, liabilities, or costs associated with Money Split payments. Third Party Partners with a Money Split account acknowledge and agree that all provisions of RG's Terms and Conditions apply to them, except for the "Grant of Rights" clause. If Third Party Partner is a customer of RG this exception does not apply. Artist/Label and its respective Third Party Partner grant RG full permission to share the trend data collected from the deals between Artist/Label and its respective Partner with them. Third Party Partners do not receive any shares until the Artist/Label and the Third Party Partner have agreed on a fair share, both have accepted that share, and the respective deal is designated as "live" in the system. The Third Party Partner agrees and consents to the payment of royalties by RG via Money Split on behalf of the Artist/Label, who has ordered such payment to the Third Party Partner and may revoke the order of such payment to the Third Party Partner at any time. The Third Party Partner shall indemnify and hold harmless RG against any and all claims arising from or related to the Third Party Partner's use of Money Split and any related payments or non-payments. Third Party Partners are in no way obligated or required to use Money Split and/or RG's systems (website, app, etc.) to be entitled to any payments legally/statutorily owed to them by Artist/Label or any other third party. RG's Money Split feature is intended only as a tool to help Artist/Labels process payments to their Third Party Partners more efficiently. The use of Money Split does not limit the Artist/Label's responsibilities with regard to the Third Party Partner or the Third Party Partner's rights and remedies against the Artist/Label. RG may cease payments at any time if RG determines, in its good faith judgment, that due to an Artist/Label unrecouped balance, Artist's income for any upcoming accounting period will not cover the payments requested by a Third Party Partner. In the event RG makes any such payment while the Artist/Label account is unrecouped, the Term and Exclusivity Period shall each be extended by one (1) year, and Your Rate shall be reduced by ten percent (10%) of Net Receipts to accommodate any such payments.

10. Confidentiality

Artist/Label agrees that it shall, and it shall instruct in writing its attorneys, accountants and other professional advisors to, hold in confidence and not communicate, transmit, publish, disseminate or otherwise disclose any of the terms and conditions of this agreement or any information regarding RG's business learned in the course of dealing or performance hereunder (collectively, "**Confidential Information**"). RG shall be entitled to injunctive relief to enforce the provisions hereof without limitation of its other rights.

11. Changes to Terms and Conditions / Price list

RG reserves the right to change, update, or modify these Terms and Conditions or the price list at its sole discretion at any time. Artist/Label will be informed of any changes in the conditions by email two weeks before they become effective. All such changes shall automatically apply to the Artist/Label and all Content then-currently subject to this Agreement; provided, however, that if a separate written agreement executed by both parties specifically references and directly amends a particular provision of these Terms and Conditions, any subsequent unilateral change by RG to these Terms and Conditions shall not modify or supersede that directly amended provision, but shall apply in full to all other provisions not so

amended. Artist/Label's continued use of the Platform or failure to provide written objection within the two-week notice period shall constitute acceptance of the amended Terms and Conditions.

12. **Neighboring Rights**

RG shall have the right to claim and collect monies pursuant to a governing rule or other source (i.e. SoundExchange, neighboring rights societies) that is payable to the copyright owner of the applicable Recordings under any such governing rule (e.g., the so-called "company share" or "label share").

13. **Advances / Recoupment**

(a) Subject to a separate acknowledgement amending certain terms and conditions of this Agreement, you and RG may agree to enter into a so-called "**Advance Agreement**" in which you are paid an advance against your income (an "**Advance**"), provided that RG in no way guarantees to enter into such an Advance Agreement.

(b) "**Recoupment**" shall be defined as the occurrence as the date when any Advances, debits, and additional costs are recouped from your Net Receipts, as reflected in an accounting rendered by RG.

13. Other provisions

Should individual provisions of this Agreement be or become invalid, this shall not affect the validity of the rest of the Agreement. Invalid provisions shall be replaced by provisions which come closest to the originally intended provisions in economic terms. Artist/Label and RG shall be obligated to cooperate in a corresponding clarification of the text of the Agreement. The same shall apply in the event of any gaps in this Agreement. California law applies exclusively to this contract, excluding the conflict of laws rules of private international law. The parties agree to submit any dispute relating to the Advance Agreement to the jurisdiction of the federal or state courts of Los Angeles County in the State of California, United States of America.

This agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that this agreement and signature pages may be transmitted between them by fax, electronic mail, or other electronic transmission method, and that signatures created or transmitted by electronic means, including DocuSign (or any other signature complying with the federal ESIGN Act of 2000 or any applicable Uniform Electronic Transactions Act or Electronic Signatures and Records Act), PDF or JPEG, shall constitute original signatures, shall be deemed to have been duly and validly created and delivered, and shall be valid and binding for all purposes.

You acknowledge and agree that you have been represented by independent legal counsel or have had the opportunity to be represented by independent legal counsel of your own choice for purposes of advising you in connection with this agreement. Additionally, you acknowledge and agree that, if you have not been represented by legal counsel of your own choice for purposes of advising you in connection with the negotiation, preparation and execution of this agreement, your failure to be represented by independent legal counsel in connection with this agreement was determined solely by you, without any interference by Company or any person, firm or corporation affiliated with or related to Company.

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Notwithstanding anything to the contrary contained herein, you hereby agree to the Terms and Conditions. If the foregoing is in accordance with your agreement with RG, please so indicate by signing in the appropriate place below.

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Artist/Label

Schedule A.

PRICE INFORMATION:

All prices may vary as a result of discounts. All prices are exclusive of VAT. RG's payment of any sums hereunder is conditioned upon Artist/Label's fulfillment of all delivery obligations described above and receipt of Artist/Label's completed U.S. Federal Tax form W-9 or W-8BEN, as applicable.

Deal Terms

1. Royalties: During the Exploitation Period, RG shall pay you:

(a) Seventy-five percent (75%) of all Net Receipts ("**Your Rate**"). Your Rate shall be fifty percent (50%) of Net Receipts derived from master-use synchronization licenses. Trolly Transactional Fees stated below shall be deducted solely from Your Rate on a per-transaction basis.

Your Rate may be amended at a later date via an Advance Agreement.

(b) "**Net Receipts**" are billed and paid revenues actually received by RG deriving from RG's exploitation of the Content to end consumers and credited to RG in connection with the exploitation of your Content, less sales tax, and less other applicable fees which will be determined for each release.

2. Trolly Transactional Fees

Foreign Exchange ("FX") Rate Margin	2.0%	
Domestic Payment Fee (ACH, EFT)	$ 1.00	USD
Venmo Fee	$ 1.50	USD
IACH Payment Fee (IACH)	$ 4.00	USD
Wire Payment Fee (Wire with FX)	$ 10.00	USD
USD Wire Payment Fee (Wires with No FX)	$ 25.00	USD
Per EOY Tax Form Generated	$2.00	USD
Domestic Mailing Fee for 1099 or 1042	$2.00	USD
International Mailing Fee for 1099 or 1042	$3.50	USD

3.. Money Split

All Money Split partners with a Money Split account will be charged a fee of CHF 8.-, EUR 8.-, USD 8.- and GBP 8.- for each pay-out.

4. Artificial Streaming Charge

In the event that any online shop or DSP charges RG with any fees, fines or penalties as a result of artificial streaming activity (including, but not limited to, stream manipulation, bot activity or any actions that violate the online shop or DSP's terms of service), such fees will be charged to Artist/Label. Artist/Label acknowledge and agree to be solely responsible for any costs, fees or damages imposed by

an online shop or DSP in connection with artificial streams associated with the Content. RG reserves the right to withhold or deduct such amounts from any payments owed to Artist/Label.

Other services

Current charges for booking additional services can be found on the https:// release.global/ website.