

COMPOSER AGREEMENT

This composer agreement ("**Agreement**") is entered into on **4/14/2022**, ("**Effective Date**") by and between Tunedge Inc., a California corporation, 4804 Laurel Canyon Bl., Suite 808, Valley Village, CA 91607, email: musicportal@tunededge.com ("**Tunededge**") and/or in its sole subjective discretion ("**Discretion**") one or more designees (individually and collectively "**Company**") on the one hand, and **Kawaski Jawaun Nelson**, email: **kcentricity@gmail.com** ("**Composer**"), on the other hand. Company and Composer are sometimes referred to in this Agreement as a/the "**Party(ies)**." Capitalized terms have the meanings and definitions provided for them in this Agreement.

RECITALS

A. Company solely owns, controls, and makes available for third party uses, a music library ("**Library**") comprised of original musical compositions and original master recordings; and,

B. Composer desires Company to exclusively/non-exclusively, as indicated in Composer's sole subjective discretion ("**Discretion**") on attached Schedule A per item of Music (defined below in this Recital B), exploit some of Composer's solely owned and controlled original musical compositions ("**Composition(s)**") and solely owned and controlled original master recordings ("**Master(s)**") in any and all forms, formats, manners, means and methods of analog and digital media, technology, and expression of every kind and nature now or later contemplated (individually and collectively "**Exploit**" or "**Exploitation**"). Composer's Compositions and Masters that are accepted for Exploitation by Company are sometimes individually and collectively referred to in this Agreement as the "**Music**". Schedule A is incorporated into the Agreement by this reference.

In consideration of the above recitals, which are incorporated into, and are a material portion of the Agreement, and of the mutual promises, obligations, and conditions in this Agreement, the Parties agree as follows:

1.0 Term. The term of this Agreement commences on the Effective Date and continues for an initial period of one (1) year ("**Initial Period**") and shall continue for subsequent renewal terms of 1 year (each an "**Option Period**"). Unless one Party provides the other Party with notice no longer than thirty (30) days prior to the expiration of the Initial Period, or the then applicable Option Period, that the noticing Party desires to terminate this Agreement. That termination is effective as of the expiration date of the Initial Period, or then applicable Option Period. Each exercised Option Period runs consecutively from the expiration of the immediately preceding Option Period or Initial Period, as applicable. (The Initial Period and all exercised Option Periods, if any, are collectively referred to in this Agreement as the "**Term**"). Notwithstanding anything to the contrary in this Agreement, Company has the irrevocable right, in its Discretion, to terminate this Agreement at any time, for any reason or no reason, with that termination effective upon the date of notice of termination to Composer.

1.1 Upon expiration or termination of the Term, Company will within ninety (90) days remove the Music from the Library and no longer Exploit it, as well as use commercially reasonable efforts to notify Persons to whom Company has granted Exploitation rights in the Music ("**Licensee(s)**"), that they no longer have any Exploitation rights in it. However, Composer understands and acknowledges that Company has no liability or responsibility of every kind and nature now or later contemplated (the phrase "of every kind and nature now or later contemplated" is now referred to in the Agreement as "**EKN**"), to Composer or any other person or entity ("**Person(s)**"), in the event that a Licensee continues to Exploit the Music after expiration or termination of the Term.

2.0 Company Services. For those Compositions and Masters that Composer submits to Company for Exploitation ("**Proposed Music**"), and which Company, in its Discretion accepts for Exploitation, Company has the exclusive/non-exclusive right, as indicated on Schedule A, to Exploit the Music, for which Company will use reasonable commercial efforts.

2.1 Exploitation includes, without limitation, Company's rights:

2.1.1 To copy, license (for reproduction, synchronization, public, dramatic and/or non-dramatic performances, broadcast, and/or otherwise), lease, perform, adapt, administer, use, and retitle the Music;

2.1.2 To in its Discretion, per paragraph 6.0 below, collect any and all monies and compensation EKN payable by reason of Exploitation of the Music, both during and after the Term ("**Gross Monies**"); and,

2.1.3 To do every other act or thing EKN in respect of the Music to make it suitable and proper in Company's Discretion for Exploitation. To the fullest extent allowable under any applicable law, Composer irrevocably waives any and all so-called "droit moral" and "moral rights" EKN in any manner related to the Music.

2.2 For each item of Proposed Music that is accepted as Music by Company, Composer will be required to sign one or more, at



Company's Discretion, attachments to this Agreement (individually and collectively "Schedule A"). Schedule A will be provided to Composer by Company. Schedule A is incorporated into and made a part of this Agreement by this reference.

2.3 Notwithstanding anything to the contrary in this Agreement, as between Company and Composer, Composer has the right and obligation to effectuate the ability to be paid, collect, and keep one hundred percent (100%) of the Music's so-called "writers" share due Composer from public performance Exploitation of the Music, from all applicable performing rights societies including without limitation, ASCAP, BMI, SESAC and/or SoundExchange (individually and collectively "PRS").

2.4 Company additionally has the irrevocable, and non-exclusive right to use and publish, and to permit other Persons to use and publish Composer's name, likenesses, and biographical materials, including without limitation, any professional names currently or later adopted, voices, sound effects, and any reproductions and simulations EKN of any of the foregoing, in connection with the Exploitation of the Music, as well as for Company's general business purposes.

2.5 Composer understands and acknowledges that any Music that Company accepts for Exploitation, cannot be co-written or otherwise the result of a collaboration ("Collaborate" or "Collaboration") with any Person, without Company's prior written approval, which Company can withhold in its Discretion ("Approved" or "Approval"). In the event that Company grants Approval for an item of Music that is a Collaboration, Composer has a duty to have each Person involved in the Collaboration sign a copy of this Agreement, which must be signed prior to any Exploitation of that Music.

3.0 Ownership. As between Company and Composer, the Music is, as of the Effective Date, and remains during and after the Term, solely and exclusively owned and controlled by Composer from inception in perpetuity as the "owner" and "author" (as these quoted terms are defined under U.S. copyright and allied laws) of it, throughout the universe ("Territory").

4.0 No Authority To Bind. Composer cannot bind or obligate Company, the Library, any of Company's physical and/or intellectual property, equipment, chattel, employees, and/or other independent contractors, for any project or purpose EKN, without Company's Approval.

5.0 Status of Composer. Composer enters into this Agreement and remains throughout its Term an independent contractor. Composer is not and will not become or seek to enforce any rights EKN as or of an employee, partner, agent, principal, or joint venturer of Company, either during or after the Term. Composer is not entitled to any rights or benefits afforded to Company's employees, officers, directors, partners, agents, principals, joint venturers, or other independent contractors. Composer is and remains during and after the Term solely responsible for: supplying any and all tools and equipment EKN Composer requires or desires to create and provide the Proposed Music; any and all of Composer's, Composer's Affiliates (defined in paragraph 10.0 below), and any other Person(s) in connection with Composer's independent contractor status, costs, expenses, and other obligations EKN incurred as a result of Composer entering into this Agreement, and paying those expenses, costs, and other obligations when due, including without limitation: state and federal income taxes; union dues and fees; social security, Medicare, disability, life, unemployment, and liability insurance and premiums. Composer fully and effectively indemnifies and holds harmless Company and its Affiliates, all as more fully provided for in paragraph 11.0 below, by reason of or resulting from any injury, disability or death of Composer, any of Composer's Affiliates, any third parties and/or Composer's failure to otherwise comply with any of its obligations in this paragraph 5.0.

5.1 Composer understands and acknowledges that: in creating and providing the Proposed Music to Company, Composer is both per this Agreement and in fact, free from Company's control and direction in connection with the creation and provision of the Proposed Music; Composer creates and provides Masters and Compositions for other Persons and for other purposes than Company's Exploitation of Composer's Masters and Compositions; Composer is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the creation and provision of Masters and Compositions; and, Composer is not in any manner EKN under the control or direction of Company either as to the result of Composer's work in creating and providing the Proposed Music to Company, or as to how that result is accomplished.

6.0 Compensation. Conditioned upon Composer's full and faithful performance of all terms and conditions of this Agreement, in reliance upon Composer's warranties, representations, and covenants ("Warranty/ies" or "Warrants") made to Company per this Agreement, and if Composer is not in actual, alleged, or anticipatory breach or default ("Breach(es)") of this Agreement, Composer has the right, but not the obligation, as full and final compensation for Company's Exploitation of the Music, to collect and keep a sum equal to fifty percent (50%) of Gross Monies generated from Music Exploitation ("Composer Share"), and Company has the irrevocable right to collect and keep for its sole benefit a sum equal to fifty percent (50%) of Gross Monies generated from Music Exploitation ("Composer Share"). However, notwithstanding anything to the contrary in this Agreement, Company Share of the so-called 'publishers' share from PRS is a sum equal to one hundred percent (100%).

7.0 Delivery. Composer must submit to Company any Proposed Music via upload, as provided for on Company's site at <https://protalapp.tunedge.com>. These uploads are in Composer's Discretion, and at Composer's sole risk. Company is not responsible and will not be liable for any damages EKN to any Proposed Music or Music, nor to any of Composer's computers, handheld or other devices, telecommunication equipment, or any other property EKN, caused by or arising from such uploads, or attempting such uploads.

Moreover, Composer is solely responsible for obtaining and maintaining all telecommunications, broadband and computer hardware, equipment, and services EKN needed to upload Proposed Music.

7.1 For Company to consider any of Composer's Proposed Music as Music, the Proposed Music must fit the following criteria: Proposed Music must be saved in wav file format at 44.1k or 48k; and, those wav files must contain full versions, reduced versions, sixty (60) second full and reduced mixes, thirty (30) second full and reduced mixes, narrative descriptions, lyrics, lead sheets, and any existing cover art, for each item of Proposed Music ("**Deliver**" or "**Delivery**"). Any Proposed Music can be rejected in Company's Discretion including, without limitation, for not conforming to Delivery requirements, in whole or in part.

7.2 Composer has the right, but not the obligation, to have its Music included in Blanket Licenses, by clicking on the "Opt In" box on Schedule A for each item of Proposed Music. Notwithstanding anything to the contrary in this Agreement, if Composer clicks on the letter "Y" in the "Opt In" box on Schedule A for the corresponding item of Proposed Music being uploaded, Composer irrevocably grants to Company a non-exclusive, gratis, perpetual license to include that Music in Blanket Licenses. However, no Composer Share monies will be due to Composer for synchronization Exploitation of Music as part of Blanket Licenses. If Composer does not want to have its Music included in Blanket Licenses, Composer must click on the letter "N" in the "Opt In" box on Schedule A for the corresponding item of Proposed Music being uploaded. "**Blanket Licenses**" is defined in this Agreement as the issuance of licenses by Company to third parties of two (2) or more Compositions and/or Masters, which may in Company's Discretion, contain Music.

7.3 Should Composer upload any Proposed Music that is a new Master of a previously commercially released recording ("**Cover Recording**"), Composer Warrants that each uploaded Cover Recording is solely owned and controlled by Composer, and Composer must fill out on Schedule A all required information for each Cover Recording.

8.0 Injunctive Relief. Due to the unusual, extraordinary, and intellectual character of the Music, the loss of or damage to any of Company's rights, titles, and interests in and/or to the Music due to Breach, or otherwise, cannot be reasonably or adequately compensated in damages in an action at law. Consequently, in addition to any and all other rights and remedies provided in this Agreement, at law, in equity, or otherwise ("**Remedy/ies**"), Company has the irrevocable right to obtain injunctive relief without bond against a Breach of this Agreement by or on behalf of Composer.

9.0 Termination Survival. In the event of expiration or any termination of this Agreement, the provisions contained in this Agreement's paragraphs 3.0 thru 15.0, inclusive, remain in full force and effect.

10.0 Warranties and Representations. Composer irrevocably Warrants as follows:

10.1 That Composer has the right and ability to enter into this Agreement, to grant the rights, titles, and interests granted in this Agreement, and to carry out all of Composer's obligations per this Agreement; that Composer knows of no Claims (defined on paragraph 11.0 below) or other impediments, actual, anticipated, or threatened, which would prevent or impair Composer from performing its obligations per this Agreement; and, that the exercise by Company of any and all of its rights, titles, and/or interests EKN per this Agreement, and Composer's duties and obligations per this Agreement, will not violate or infringe upon any rights, titles, and/or interests EKN of any Person, including without limitation, contractual rights, copyrights and other intellectual property rights, and rights with respect to name and likeness;

10.2 That Composer has not made and has a duty not to make during the Term any agreement: granting any rights, titles and/or interests EKN in or to the Music to any Person, except as may otherwise be expressly provided for in this Agreement; or, which does or will in any way interfere or conflict with Composer's obligations or Warranties per this Agreement;

10.3 That the Music and Composer's contribution to it is or will be wholly original and does not infringe upon any rights, titles and/or interests EKN of any Person. Without limiting the generality of the preceding sentence, Composer has a duty not to collaborate with any Person in the creation of any Proposed Music, including without limitation, any third party lyricists, musicians, composers, singers, arrangers, producers, engineers or mixers, except as may be otherwise expressly provided for in this Agreement;

10.4 That Composer is experienced and knowledgeable in the music and entertainment industries, and is over eighteen (18) years of age as of the Effective Date. Provision to Company of true and correct copies of one form of Composer I.D. (i.e., Driver's License, State-issued Identification Card, Passport, Birth Certificate), and Composer's IPI number(s) given Composer by all of its PRS, are a component of Delivery;

10.5 Except as otherwise specifically provided for in this Agreement, Company has no obligation to make any payments EKN to or on behalf of Composer in connection with the Music, or related to Company's acquisition, exercise, or Exploitation of any or all Music rights, titles, and/or interests EKN per this Agreement; and,

10.6 That each of Composer's Warranties is true and fully effective as of the Effective Date, and irrevocably remains so during and after the Term.

11.0 Indemnity. Composer has a duty to fully and effectively, upon demand, indemnify, reimburse, save, and hold harmless, to the broadest extent allowed by law, Company and Company's former, present, and future officers, directors, shareholders, agents, employees, assignees, successors, independent contractors, administrators, principals, parents, subsidiaries, affiliates, divisions, partners, co-venturers, members, attorneys, and designees ("**Affiliate(s)**") at Composer's sole cost and expense, from and against any and all claims, liabilities, losses, demands, actions, causes of action, proceedings, disputes, costs, expenses, liens, encumbrances, and disagreements, including without limitation, any and all actual attorneys and accountancy fees and all costs in any matter related to them, in whole and in part ("**Claim(s)**") incurred or sustained by reason of a Breach of this Agreement by or on behalf of Composer, any reliance by or on behalf of Company of any of Composer's Warranties, and/or that Company may incur as a result of any of Composer's acts or omissions, including without limitation, those in contravention to the terms and conditions of this Agreement. In the event of any Claim, Company will give Composer notice of it, and Composer has a duty to immediately undertake, at Composer's sole cost and expense, Company's legal representation related to that Claim, with competent, experienced counsel subject to Company's Approval. Composer also has a duty to reimburse Company on demand for any payments EKN made by or on behalf of Company any time after the Effective Date with respect to any Claim to which the forgoing indemnity relates. Composer has the right, at Composer's sole cost and expense, to participate in the defense of a Claim with counsel of Composer's choice, provided that Company, in Company's Discretion, has the irrevocable right at all times to maintain control of the defense however constituted, of each Claim in each instance. In the event Company believes, in its Discretion, that any Claim would frustrate any of the material provisions of this Agreement, then in addition to any and all other remedies EKN Company may have per this Agreement, at law, in equity or otherwise ("**Remedy/ies**"), Company may, without limitation, suspend any or all of its obligations per this Agreement and/or deduct and/or receive any and all sums from any monies EKN otherwise due to or on behalf of Composer per this Agreement.

12.0 Assignment. Composer cannot assign, transfer or otherwise hypothecate this Agreement, in whole or in part, without Company's Approval. Company has the irrevocable right in its Discretion to transfer, assign or otherwise hypothecate this Agreement, in whole or in part.

13.0 Governing Law; Jurisdiction. This Agreement is construed and interpreted under the laws of the State of California, without regard to California's or any other jurisdiction's choice of law rules. Any and all Claims between the Parties arising under this Agreement including without limitation, those relating to the arbitrability of this Agreement and the enforceability of this arbitration provision, will be submitted for adjudication in Company's Discretion to either: the Federal or State courts located in Los Angeles County, California; or, for binding arbitration by a sole arbitrator to an alternative dispute resolution entity ("**Entity**") in Los Angeles County, California, subject to the Entity's rules relating to arbitrations as of the submission date, and further subject to the California Code of Civil Procedure's arbitration discovery provisions. If a Claim is submitted to an Entity, each Party will choose an arbitrator from that Entity's list within thirty (30) days of the submission date, and the selected arbitrators will in turn choose the sole arbitrator as soon thereafter as practicable. If either Party fails to appoint an arbitrator within thirty (30) days, then the other Party has the sole and irrevocable right to choose the sole arbitrator. Any arbitration award will be entered in a California court of competent jurisdiction as a final judgment. This arbitration provision remains in full force and effect notwithstanding the nature of any Claim or defense EKN to it. Each Party waives any Claim that the courts or an Entity in Los Angeles County, California do not have jurisdiction, or are an inconvenient forum. Any process in any Claim may in addition to personal service, be served upon a Party per paragraph 14.0 below, and this service has the same force and effect as personal service within California. In the event of a Claim between the Parties, the prevailing Party will recover its reasonable attorneys' fees, in addition to all costs of the Claim, from the non-prevailing Party. The court or arbitrator, as applicable, must determine who the prevailing Party is, whether or not the Claim proceeds to final adjudication. The attorneys' fees award will not be computed in accordance with any fee schedule, but so as to fully reimburse all attorneys' fees reasonably incurred.

14.0 Notices. The respective addresses of Company and Composer for all purposes of this Agreement are as set forth on Page 1 of this Agreement, until notice of a new address is given by one Party to the other. Any notice desired or required to be given by a Party to the other per this Agreement must be in writing, and delivered by hand, guaranteed delivery service, or sent by email. Each notice is effective on the date of receipt by the recipient, provided that the sender receives written or printed confirmation of the recipient's successful receipt.

15.0 Miscellaneous. This Agreement may not be amended or modified, except by a writing signed by both Parties. Emails, texts, other forms of electronic communication and correspondence EKN cannot amend, modify or waive any portion of this Agreement. The Parties each have the status of independent contractors in this Agreement. Nothing contained in this Agreement creates or constitutes a joint venture, partnership or fiduciary relationship between the Parties. If any part of this Agreement is declared invalid or unenforceable by a court or tribunal of competent jurisdiction, it does not affect the validity of the balance of this Agreement, which remains in full force and effect. This Agreement was jointly prepared by the Parties, sets forth the entire understanding between the Parties regarding its subject matter, and supersedes all prior and contemporaneous agreements and understandings between the Parties, express, implied, written or oral, related to it. **COMPOSER HAS READ AND FULLY UNDERSTANDS THIS AGREEMENT BEFORE EXECUTING IT, AND HAS BEEN REPRESENTED BY OR BEEN GIVEN THE FULL AND EFFECTIVE OPPORTUNITY TO BE REPRESENTED BY COUNSEL OF ITS OWN CHOICE IN CONNECTION WITH IT.** This Agreement may be executed and/or initialed in one or more counterparts, by original and/or facsimile signatures and/or initials, each of which is an original, but all of which together constitute one and the same instrument. A waiver of an Agreement provision, any Remedies, or a Breach by either Party in any one instance does not constitute a waiver of any subsequent



provision, Remedy or Breach, whether or not similar. Nothing contained in the Agreement requires the commission of any act contrary to law. Paragraph headings are for convenience only. All rights and Remedies are cumulative and not exclusive of one another. Composer has a duty to execute any and all documents EKN necessary or desirable in Company's Discretion to effectuate the intentions and purposes of this Agreement, and Composer irrevocably, appoints Company as Composer's limited attorney-in-fact for these purposes, this appointment being coupled with an interest, should Composer fail to execute any applicable document after Company has given Composer five (5) days prior notice to execute it.

Composer

Printed Name: **Kawaski Jawaun Nelson**

Last Four Digits of your Tax ID Number / Social Security No.: **6223**

Performing Rights Organization: **BMI**

Composer IPI#: **431847262**

Signature: *Kawaski Jawaun Nelson*

IP Address Signed: **24.196.9.81**

Signed Date/Time: **4/14/2022 5:49:14 PM UTC**