

ATLANTIC RECORDING CORPORATION – AND- CHARLOTTE MACINNES

Dated as of October 6, 2025

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Schedule 1 – Existing Recordings

Agreement made and entered into as of October 6, 2025 by and between Atlantic Recording Corporation ("**Company**"), 1633 Broadway, New York, NY 10019 ("**Company**"), and Charlotte MacInnes ("**Artist**", "**you**" or "**your**"), c/o Ziffren Brittenham LLP, 1801 Century Park West Los Angeles, CA 90067-6406 Attention: Kelly Vallon Ciccotti, Esq. All capitalized terms used but not defined below will have the definitions ascribed to them in Exhibit A.

1. EXCLUSIVE RECORDING SERVICES

During the Term, you will render your exclusive services on a first priority basis for the making, delivery and use of Recordings in accordance with the terms of this agreement. All references in this agreement to "you and Artist," "you or Artist," and the like are understood to refer to Artist alone.

2. TERM

(a) The term of this agreement will consist of an initial period (the "**Initial Period**") and each Option Period for which Company exercises its option (the "**Term**"). The Initial Period will commence on the date hereof and continue through the last day of the ninth (9th) complete calendar month following Company's initial commercial release in the United States of the last Record constituting the Recording Commitment for the Initial Period.

(b) You hereby irrevocably grant to Company three (3) separate, consecutive options to extend the Term for further periods (each, an "**Option Period**"). Company may exercise each such option by notice to you at any time before the expiration of the Contract Period then in effect. Each Option Period for which Company has exercised its option will commence upon the expiration of the immediately preceding Contract Period and will continue through the last day of the ninth (9th) complete calendar month following Company's initial commercial release in the United States of the last Record constituting the Recording Commitment for that Option Period.

(c) Notwithstanding anything to the contrary contained in paragraph 2(a) or 2(b), if Company has not exercised its option to extend the Term for a further Contract Period by the last day of the applicable time period set forth in paragraph 2(a) or 2(b), then: (i) you will promptly send Company a notice stating that such option has not yet been exercised (an "**Option Warning Notice**"); (ii) Company may exercise such option at any time before receiving the Option Warning Notice or within ten (10) Business Days thereafter; and (iii) the then-current Contract Period will continue without interruption until Company exercises such option or until the end of such ten (10) Business Day period (whichever occurs first).

3. RECORDING COMMITMENT; DELIVERY

(a) During each Contract Period, you will Deliver to us the following (in each case, the "**Recording Commitment**"): (i) during the Initial Period, you will Deliver two (2) EPs (each, a "**Committed EP**"), each to be comprised of no fewer than seven (7) unique, newly-recorded Subject Recordings (i.e. a total of no less than fourteen [14] Subject Recordings in the aggregate) and; (ii) during each Option Period, you will Deliver one (1) Album. If you or Artist submit additional Recordings during any Contract Period, such additional Recordings will not reduce the Recording Commitment for such Contract Period.

(b) During the Initial Period, you will Deliver the first Committed EP within six (6) months following the commencement of the Initial Period, and you shall Deliver the second Committed EP within nine (9) months following the commencement of the Initial Period. During each Option Period, you will Deliver each Recording constituting the Recording Commitment for the Option Period concerned within six (6) months following commencement of the applicable Option Period. Unless Company otherwise expressly consents, each Recording Delivered as part of the Recording Commitment will: (i) contain only newly recorded performances of previously unrecorded Compositions made entirely during the applicable Contract Period (provided this paragraph 3(b)(i) will not be deemed to apply to Transferred Recordings embodied on a Committed Record); (ii) embody performances featuring only Artist provided that a

Subject Recording also embodying the performances of another artist as a featured artist may be Delivered as part of your Recording Commitment if Company is able to obtain all required third party clearances in connection therewith on acceptable terms; (iii) have been recorded in a first-class recording studio; (iv) not embody primarily an instrumental performance; (vi) not embody a medley; and (vii) not be designed to appeal to a specialized or limited audience (e.g., gospel, opera, Christmas or children's music).

(c) Each Subject Recording will be subject to Company's approval as technically and commercially satisfactory and will not be treated as Delivered unless and until such approval is given provided, however, if Company commercially releases in the United States a Committed Record embodying a particular Subject Recording, that Subject Recording will be deemed commercially satisfactory for purposes of this sentence only. Without limiting the preceding sentence, no Subject Recording will be treated as Delivered if, in the good faith opinion of Company's attorneys, such Subject Recording or material embodied in such Subject Recording would violate any Person's rights, Company's standards of decency or any applicable rules, regulations, statutes or laws. At Company's request, you will cause Artist to re-record any Composition until a technically and commercially satisfactory Subject Recording will have been obtained. Only Subject Recordings Delivered in full compliance with the provisions of this agreement will be applied in fulfillment of the Recording Commitment and no payments will be required to be made to you in connection with any Subject Recordings that are not in full compliance. Any such payments made by Company prior to Delivery will not constitute a waiver of any of your obligations or of Company's right to approve Subject Recordings as technically and commercially satisfactory.

4. RECORDING PROCEDURE

Prior to the commencement of each recording session, you and Company will mutually agree on all material creative aspects of the Recordings to be recorded, including featured artists, producers, mixers, Compositions and studios, and the recording budget for such Recordings (subject to paragraph 7). Each such recording budget as mutually approved by you and Company will be the "**Authorized Recording Budget**". Company will administer the Authorized Recording Budget for all Recordings hereunder. Company will have the right to suspend or discontinue any recording sessions if Company reasonably anticipates that the Recording Costs for the applicable Recordings will exceed the Authorized Recording Budget or that the Recordings will not be technically and commercially satisfactory.

5. RIGHTS

(a) All Recordings embodying the performances of Artist recorded during the Term or submitted hereunder, from the inception of the recording, and all reproductions derived therefrom, together with the performances embodied thereon and all elements thereof (excluding the underlying musical compositions embodied thereon), are and will be the property of Company throughout the Territory and in perpetuity, free from any claims whatsoever by you, Artist or any other Person. Company has and will have the exclusive right throughout the Territory to copyright those Recordings in Company's name as the author and owner of them and to secure all renewals and extensions of copyright. Each of those Recordings will be considered a "work made for hire" for Company, including in that: (i) it is prepared within the scope of Company's engagement of Artist's exclusive personal services as a recording artist; or (ii) as one selection contained in a Record embodying multiple Recordings, Record Artwork or other material, it constitutes a work specifically ordered or commissioned by Company for use as a contribution to a collective work. If any of those Recordings is determined not to be a "work made for hire," then you and Artist hereby assign to Company all rights, titles and interests throughout the Territory in and to each of those Recordings, including the copyright and all renewals and extensions thereof. You and Artist hereby irrevocably and unconditionally waive all so-called "moral rights" in respect of Recordings hereunder and in the performances and Controlled Compositions embodied thereon, whether such rights exist now or arise in the future, and any other similar right arising anywhere in the Territory. Where it is not possible to waive such moral or similar rights, you and Artist will not assert such rights.

Company's rights in and to all Record Artwork will be equivalent to Company's rights in and to Recordings hereunder.

(b) You and Artist hereby grant Company and each Person authorized by Company the right, throughout the Territory and in perpetuity, to use and to authorize other Persons to use the Identification Materials relating to Artist, each producer, and each other Person rendering services in connection with Recordings hereunder, in and in connection with Recordings, the packaging and metadata of Records, for purposes of advertising, promotion and trade and in connection with the marketing and use of Recordings and Records and general goodwill advertising, without additional payment to you, Artist or any other Person (subject to any customary and reasonable third party restrictions with respect to Persons other than you or Artist of which you advise us in writing prior to or simultaneously with Company's initial receipt of the Recording concerned). With respect to Artist Identification Materials, the rights granted to Company pursuant to this paragraph will be exclusive during the Term in connection with Recordings and our other rights hereunder and non-exclusive thereafter.

(c) (i) You hereby irrevocably grant to Company all right, title and interest in and to all of the Existing Recordings other than the Retained Recordings ("**Transferred Recordings**"), related Videos and related Artwork (collectively, "**Transferred Materials**") such that Company will have the same rights therein as Company has with respect to Recordings, Videos and Artwork hereunder (as applicable). The Transferred Materials will constitute "Materials" hereunder, and will be deemed made during the Initial Period for purposes of paragraph 9. You will Deliver the Transferred Materials prior to or simultaneously with your execution of this agreement. The "**Retained Recordings**" means the Existing Recordings listed on Schedule 1. As between you and Company, you will retain ownership of each Retained Recording, and you will continue to have the right to use the previously-released Retained Recordings identified as such on Schedule 1 as Downloads and Streams as they are currently being used as of the date of this agreement and to retain all revenue derived therefrom. Without limiting the foregoing, until the date occurring six (6) months after the expiration of the Term, none of you, Artist or any Person deriving rights from you or Artist will: (A) re-release and/or substantially market any previously-released Retained Recording without the consent of Company's Executive Vice President Business and Legal Affairs in each instance; or (B) use or authorize the use of any previously unreleased Retained Recording. If you submit to Company a Retained Recording or a Recording embodying a re-recording of a Composition performed in a Retained Recording, then such Retained Recording will be deemed to be a Transferred Recording hereunder as of the date of such submission and no additional monies will be due to you, Artist or any other Person in connection with such Recording, except as expressly set forth herein.

(ii) You warrant and represent that: (A) no sale, distribution, marketing or other use of the Transferred Materials has been heretofore made or authorized by any Person other than as set forth on Schedule 1. You will cause all retailers and services then-currently using the Transferred Materials to remove them, or transfer them to Company's distribution system, upon Company's request. All monies derived from the use of Transferred Materials on or after the date of this agreement will be paid directly to Company. If you, Artist or any Related Entity receives or is credited with (against an actual, documented advance previously received by Company) any such monies, then you will pay such monies to Company within five (5) days of such receipt or credit; and (B) each Person who contributed to the Transferred Recordings was paid an amount no less than the scale of wages and fringe benefits that would have been payable under AFM's Sound Recording Labor Agreement and SAG-AFTRA's National Code of Fair Practice for Sound Recordings that was in effect at the time the Transferred Recordings were made. The representation set forth in clause (B) of this paragraph is included for the benefit of AFM and SAG-AFTRA (among others) and may be enforced by AFM, SAG-AFTRA or by such Persons as AFM or SAG-AFTRA may designate.

6. **MARKETING; RELEASE**

(a) With respect to Records commercially released by Company in the United States, all Artist Identification Materials used by Company hereunder during the Term will be subject to your written

approval (email shall suffice). You will approve a reasonable amount of Artist Identification Materials created by Company, and the furnishing of each item of Artist Identification Materials by or on behalf of you or Artist to Company will constitute your approval with respect thereto.

(b) You and Artist will comply with all reasonable requests made by Company to promote Artist and Artist's entertainment career (including Artist's Records or Company's other rights under this agreement), and you will be available for and participate in personal appearances and other promotional activities as requested by Company. Company will give good-faith consideration to Artist's prior professional commitments when making such requests. Neither you nor Artist will be entitled to any compensation in connection with such services, except that Company will reimburse you for the reasonable travel and living expenses incurred by Artist in connection therewith, pursuant to a budget approved by Company in advance.

(c) During the Term and in the United States, Company will not, without your consent: (i) release Records hereunder as Premium Records; (ii) release preliminary or unfinished versions of Subject Recordings Delivered hereunder; (iii) require Artist to perform for the making of a Video that is over thirty (30) minutes in duration and consists of Artist's audiovisual performances of various Compositions, provided if Artist does so perform, such performance will constitute your consent; (iv) require Artist to perform for any Joint Recording, provided that if Artist does so perform, such performance will constitute your consent; (v) require Artist to perform any "live" Recording, provided that if Artist does so perform, such performance will constitute your consent; (vi) edit or remix for commercial use any Subject Recording Delivered hereunder; provided that this restriction will not apply to editing or remixing undertaken for creating altered tempo versions, for purposes of release on new formats of Records, for adapting them for inclusion on any playlist, product or service or to remove profanity or other language that in the good faith judgment of Company's attorneys might violate the then-current content policies of any DSP or Media Platform or Media Service or the then-current community guidelines of any Social Media Platform or any material that may violate or infringe upon the rights of any Person. Nothing herein will restrict or prevent Company from offering end users the ability to utilize user-driven remix software or similar technology; (vii) re-sequence any Phono Record hereunder; (viii) license any Subject Recording hereunder to another Person for permanent fixation in any motion picture soundtrack, television program, video game or advertisement (other than advertisements for or relating to Artist or Artist's entertainment career including Artist's Records, Merchandise, and Collateral Entertainment Activities); (ix) license any Subject Recording for use as a "sample" in another Recording; (x) license any Subject Recording hereunder to another Person for use in a political endorsement or an advertisement relating to alcohol, tobacco or personal hygiene products; or (xi) license for coupling more than one (1) Subject Recordings hereunder for sale on any particular Compilation Record. The following paragraphs will continue to apply after the Term: 6(c)(ii), 6(c)(vi), 6(c)(vii), 6(c)(viii), 6(c)(ix), 6(c)(x), and provided your Account is in a recouped position, 6(c)(xi). Company will instruct its Principal Licensees outside the United States to comply with this paragraph 6(c), provided that Company's inadvertent failure to do so will not constitute a breach of this agreement and in no event will Company be liable or in breach of this agreement in the event of any such Principal Licensee's failure to comply with such instruction. You will not withhold your consent to any proposed license subject to paragraphs 6(c)(ix), 6(c)(x) or 6(c)(xi) for financial reasons (e.g., in order to receive payment when your Account is in an unrecouped position), and your attempt to do so will be deemed your approval of the license concerned.

(d) Provided neither you nor Artist is in breach of this agreement, Company or its licensee, as applicable, will commercially release each Committed Record in the United States, Canada, the United Kingdom, France, Germany, Italy, Spain, Australia, Japan, Ireland, Belgium, Netherlands, Luxemburg, Norway, Sweden, New Zealand and Mexico (each, a "**Committed Release Territory**") within ninety (90) days following Delivery of such Committed Record (the "**Release Deadline Period**"). If Company fails to so release any such Committed Record in any Committed Release Territory, then you will have the right, exercisable within thirty (30) days after the end of the Release Deadline Period, to send Company a notice of such failure (the "**Release Failure Notice**"), stating your desire that Company or its licensee correct such failure in the applicable Committed Release Territory. If Company or its licensee does not release such Committed Record in the Committed Release Territory specified in the Release Failure

Notice by the date occurring sixty (60) days after Company receives such Release Failure Notice from you (the "**Release Cure Period**"), then your sole remedy will be that you will have the right to terminate the Term by notice to Company at any time prior to the earlier of (i) thirty (30) days after the end of the Release Cure Period and (ii) Company's or its licensee's release of the Committed Record concerned in the applicable Committed Release Territory.

(e) (i) During the Term, and at your written request, on a Committed Record by Committed Record basis, provided that you make your representatives available at Company's offices in New York (or by telephone) for the discussions in connection therewith, Company will obtain your approval with respect to the non-financial elements (e.g., the placement of advertising and imaging and the selection of the release date in the United States of each Committed Record, which shall in all events be chosen from the release dates offered by Company's distributor) of Company's initial overall marketing plan for the initial commercial release of each Committed Album (or Committed EP) in the United States. Additionally, you and Company will mutually approve the selection of Subject Recordings to be actively marketed by Company as "radio singles" or "emphasis tracks" in the United States. You will not exercise your approval rights under this paragraph to unreasonably hinder or delay the scheduled release of any Committed Album or Committed EP (as applicable). You will be required to give Company notice (email to suffice) of your approval or disapproval within five (5) Business Days of Company's request therefore. You will not exercise your rights under this paragraph to unreasonably hinder or delay the scheduled release of any Record. In the event of your disapproval, the reasons therefore will be stated in detail and in writing (email to suffice). Failure to give such notice to Company in accordance with this paragraph will be deemed to constitute your approval with respect to the matter for which such consent or approval was sought. Company's inadvertent failure to comply with the foregoing provisions of this paragraph will not constitute a breach of this agreement.

(ii) Company will meaningfully consult with you with respect to any additional label branding on Phono Records hereunder, provided any inadvertent failure of Company to so consult will not constitute a breach of this agreement.

(f) (i) If Artist desires to undertake a series of Tour Events (a "**Tour**") in the Territory during the Initial Period, you will notify Company reasonably before plans for such Tour are finalized of the proposed itinerary and other pertinent details of such Tour.

(ii) Company will provide you with financial support for one (1) such Tour in accordance with this paragraph, provided that:

(A) Any such Tour is undertaken by Artist during the Initial Period in connection with Records commercially released by Company during the Initial Period;

(B) Company shall have previously approved in writing the material details of any such Tour (including the number of dates, locations, itinerary, venues, opening acts, routing, duration, billing and budget), and any such Tour shall not have materially deviated from such details as approved by Company;

(C) You will promptly advise Company in writing of any material changes in the information furnished by you to Company in connection with any such Tour;

(D) The aggregate dollar amount of Company's support obligation pursuant to this paragraph shall equal the lesser of: (I) your direct out-of-pocket deficit (i.e., the direct out-of-pocket expenses reasonably incurred in connection with any such Tour [including the cost of equipment and booking agent commissions, but specifically excluding business management, management and legal commissions] less the Artist Walkaway in connection with the Tour); or (II) Up to Fifty Thousand Dollars (\$50,000);

(E) All payments made by Company to or on behalf of you or Artist in

connection with each Tour concerned will constitute Advances; and

(F) Company shall not be obligated to make any payments to you pursuant to this paragraph 6(f) unless and until you shall have provided Company with a certified public accountant's (or the equivalent's) profit and loss statement, satisfactorily documenting your direct out-of-pocket deficit for the Tour.

(iii) Provided that Company has approved in advance all material elements regarding a Tour in the Territory in connection with the initial United States commercial release cycle of a Committed Record during the first Option Period (if any), Company shall consider in good faith any reasonable request made by you or Artist for tour deficit financing. Any Tour Support payments made during the first Option Period will constitute an Advance.

(g) In connection with the overall marketing plan for each Contract Period, on an Album-by-Album basis (including each Committed EP), Company will consider in good faith your request, if any, to engage (or to financially contribute to the engagement of) a bona fide independent publicist (the "**Independent Publicist**") in the United States and/or United Kingdom. The Independent Publicist (if any) will be hired by you, provided Company will not be required to make any financial contribution thereto unless Company has approved, in each instance, the material terms upon which such Independent Publicist is retained (including, without limitation, the identity of such Independent Publicist and the dates and duration of the retainer). You shall cause such Independent Publicist to coordinate with Company at all times during such engagement, if any, including without limitation, as to the activities of such Independent Publicist and the timing of such independent efforts.

7. **ADVANCES; RECORDING COSTS**

(a) Company will pay directly all Recording Costs actually incurred in the production of Recordings hereunder in accordance with the Authorized Recording Budget, upon receipt of invoices therefor. In addition, with respect to such Recordings made or submitted during the Initial Period, Company will pay you the following Advances:

(i) An Advance in the amount of One Hundred and Twenty Five Thousand Dollars (\$125,000), payable as: (A) \$Seventy-Five Thousand Dollars (\$75,000) following the full execution of this agreement and Delivery of the Transferred Materials; (B) Twenty Five Thousand Dollars (\$25,000) following the Delivery of the first Committed EP; (C) and the balance following Delivery of the second Committed EP.

(b) With respect to each Option Period, Company will establish a recording fund in the amount set forth below (each, a "**Recording Fund**"). Company will pay directly all Recording Costs actually incurred in the production of each Recording made or submitted hereunder during the applicable Option Period in accordance with the Authorized Recording Budget, upon receipt of invoices therefor, and will pay you the Advances set forth below. Such Recording Costs and additional Advances will be deducted from, and will not exceed, the applicable Recording Fund.

(i) With respect to Recordings made or submitted during the first Option Period (if any), the Recording Fund will be Four Hundred Thousand Dollars (\$400,000) (the "**First Option Fund**").

(ii) With respect to Recordings made or submitted during each subsequent Option Period, the Recording Fund will be the amount equal to seventy percent (70%) of the amount of royalties credited to your Account in respect of NRC Net Sales and Streams in the United States and the United Kingdom of the Committed Record for the immediately preceding Contract Period and Subject Recordings therefrom used as disaggregated Audio Records and Videos embodying such Recordings. For the purposes of making such computations: (A) Company will refer to accounting statements rendered to you through the end of the Accounting Period following the date occurring eighteen (18) months after Company's initial release in the United States of the applicable Committed Record; (B) Company's will not maintain reserves; and (C) Company will make a good-faith estimate of so-called

“pipeline” royalties earned by you hereunder, which estimate will be based on the most current information reasonably ascertainable by Company. As used in the preceding sentence, “pipeline” royalties mean royalties for NRC Net Sales and Streams in the United States and United Kingdom of the Records concerned that have been earned by you but have not yet been reported by Company on accounting statements rendered to you hereunder. Notwithstanding the foregoing, no such Recording Fund will be less than the applicable minimum or more than the applicable maximum set forth below:

<u>Contract Period</u>	<u>Minimum</u>	<u>Maximum</u>
Second Option Period	\$450,000	\$700,000
Third Option Period	\$550,000	\$900,000

(iii) Company will pay you Advances from the Recording Fund for the applicable Option Period in the following amounts: (A) fifty percent (50%) of the applicable minimum Recording Fund or First Option Fund (as applicable) following Company’s approval of the Authorized Recording Budget and receipt of your accurate notice that recording of Subject Recordings to comprise the first Committed Record for such Option Period has commenced; and (B) the balance of the applicable Recording Fund, if any, after deducting all Recording Costs and other Advances paid or incurred by Company in connection with Recordings made or submitted during the applicable Option Period, following Delivery of the last Committed Record for that Option Period.

(d) Company will have the right to withhold a reasonable portion of monies otherwise payable in connection with the Delivery of a Committed Record to provide for anticipated Recording Costs not yet paid by Company. Provided that Company has received all invoices relating to all such costs, Company will not withhold such sums for a period of more than forty-five (45) days following Delivery of the Committed Record concerned.

(e) All Recording Costs constitute Advances, and all monies paid to or on behalf of you, Artist or any Person representing you or Artist that are not specifically required to be paid hereunder (i.e., so-called extra-contractual Advances) will constitute Advances, unless Company otherwise consents. Fifty percent (50%) of all expenses paid or incurred by Company in connection with independent marketing (including independent publicity, independent creative direction, and independent promotion of Subject Recordings by Persons other than regular employees of Company) will constitute Advances. Any cost incurred by Company in connection with a trademark or service mark search to confirm Artist’s right to use any professional name or mark will constitute an Advance, provided that Company will not charge more than Five Thousand Dollars (\$5,000) for such costs as an Advance unless you have approved the engagement of the party concerned. All monies paid by Company pursuant to paragraphs 7 or 12 will specifically include the prepayment of session union scale (if applicable), as provided in the applicable union codes, and you will complete any documentation required by the applicable union to effectuate the terms of this paragraph.

8. PRODUCER SERVICES; THIRD PARTY ROYALTY PARTICIPANTS

(a) Without limiting Company’s approval rights under paragraph 4(a), you are responsible for engaging, and paying all royalties and other compensation becoming payable to, each producer, mixer or other Person who renders services in connection with the making of Recordings hereunder, subject to the next sentence. If any producer or mixer with whom Company has a direct contractual arrangement provides services in connection with any such Recordings: (i) any fees or advances required to be paid to or on behalf of such producer or mixer will constitute Recording Costs for the Record concerned; and (ii) Company may deduct any record royalties or publishing royalties becoming payable to or on behalf of such producer or mixer from any record royalties or publishing royalties accruing to you hereunder, as applicable.

(b) Notwithstanding paragraph 8(a), Company will accept fully executed letters of direction from you in the form of Company’s then-standard form or such other form approved by Company, pursuant to which Company, on your behalf, will pay to producers and mixers (other than you, Artist or

any employee or principal of you or Artist) the advances and royalties payable by you to such producer or mixer, provided that Company has approved such producer or mixer in accordance with paragraph 4(a) and the material financial terms of your agreement with such producer or mixer (including the amount of any advances/fees, royalty rates and calculations and recoupment terms) and the payee has completed Company's then-current vendor setup requirements. If you do not submit a fully executed letter of direction for a producer or mixer rendering services in connection with a Recording hereunder within three (3) months following Company's initial commercial release of such Recording, then Company will be entitled to pay such producer or mixer royalties pursuant to a producer or mixer agreement that is generated or approved by your attorney and signed by the producer or mixer concerned (or furnishing company, as applicable), whether or not that agreement has been countersigned by you or Artist or attaches a letter of direction. Company's current form producer letter of direction is attached hereto as Exhibit B.

9. **RECORD ROYALTIES**

(a) Company will credit your royalty account under this agreement (your "**Account**") with royalties as described in paragraph 9. Such royalties include all royalties (other than music publishing royalties) payable to you, Artist and any other Persons with respect to the Record concerned.

(b) (i) The royalty rate (the "**Basic Rate**") on NRC Net Sales and Streams in the United States of all Audio Records and Audiovisual Records (whether distributed as a Phono Record, Download or Stream) consisting entirely of Subject Recordings initially released by Company during the applicable Contract Period specified below will be the percentage of Recording Net Receipts set forth below:

<u>Contract Period</u>	<u>Basic Rate</u>
Initial Period	18%
First Option Period	19%
Second Option Period	20%
Third Option Period	21%

(ii) The royalty rate for NRC Net Sales and Streams in the United States of each Committed Subject Recording commercially released by Company as a disaggregated Audio Record or Audiovisual Record will escalate prospectively on a Committed Subject Recording by Committed Subject Recording basis by one-half percent (1/2%) for Downloads and Streams of the Subject Recording concerned in excess of one million five hundred thousand (1,500,000) Track Equivalents and by an additional one-half percent (1/2%) for Downloads and Streams of the Subject Recording concerned in excess of three million (3,000,000) Track Equivalents.

(iii) The royalty rate for NRC Net Sales in the United States of each Committed Album will escalate prospectively on a Committed Album by Committed Album basis by one-half percent (1/2%) for such sales of the Album concerned in excess of five hundred thousand (500,000) Album units and by an additional one-half percent (1/2%) for such sales of the Album concerned in excess of one million (1,000,000) Album units.

(iv) The royalty rate (the "**Foreign Rate**") for Net Sales and Streams of Records released by a Principal Licensee in the following territories outside the United States will be computed at the following percentage of the Basic Rate (without regard to any escalations) that would otherwise apply: United Kingdom – 100%; Canada, Australia and New Zealand – 90%; Japan, France, Germany, Italy and Spain, Ireland the Netherlands, Belgium, Luxembourg, Norway, Sweden, Mexico – 80%; Rest of World – 75%.

(c) For DMP Ads, the royalty rate will be the Basic Rate or Foreign Rate otherwise applicable to the Video displayed by the user's request. To the extent that Company receives revenue in connection

with Special Content, the royalty rate will be one hundred percent (100%) of Special Content Net Receipts.

(d) The royalty rate will be fifty percent (50%) of Recording Net Receipts with respect to: (i) licenses of any Subject Recording hereunder by Company or a Principal Licensee (A) for inclusion in a Third-Party Compilation Record; (B) as a sample in a Recording by an artist other than Artist; (C) for permanent fixation by the licensee concerned in motion pictures, television programs, videogames, commercials or other audiovisual works; and (D) revenue received by Company with respect to any Non-Artist Specific Ads, Artist Site Ads or subscriptions to Artist Sites.

(e) For any Record commercially used in conjunction with a substantial television advertising campaign, during the Accounting Period in which that campaign begins and the following Accounting Period, the royalty rate for commercial uses of such Record in the territory in which the campaign is broadcast will be fifty percent (50%) of the otherwise applicable royalty rate, provided that the reduction in the royalties credited to your Account will not exceed an aggregate of fifty percent (50%) of Company's or an Affiliated Principal Licensee's expenditures in respect of the campaign concerned.

(f) The royalty rate on any Record embodying Recordings hereunder coupled with other Recordings will be computed by multiplying the otherwise applicable royalty rate by a fraction, the numerator of which is the number of Recordings hereunder embodied on such Record and the denominator of which is the total number of Recordings embodied on such Record for which consideration is payable (e.g., royalties or buy-out).

(g) The royalty rate on Joint Recordings will be computed by multiplying the otherwise applicable royalty rate by a fraction, the numerator of which is one (1) and the denominator of which is the total number of artists whose performances are embodied on such Recording (with a group constituting one [1] artist for such purposes, for the avoidance of doubt), unless Company agrees in writing to a different allocation.

(h) In the event that: (i) legislation is enacted, or Company is or becomes a party to a collective bargaining agreement or industry agreement, pursuant to which Company is paid copyright royalties in any country of the Territory in connection with: (A) the public performance of sound recordings; (B) the sale of recordable media such as blank Phono Records; or (C) the sale of systems or devices that have recording capabilities, such as personal audio devices, media centers, satellite radio devices or car audio systems; (ii) such legislation or agreement apportions such royalties into a recording artist share and a record company (or copyright owner or exclusive licensee) share; (iii) neither you nor Artist receives or waives the right to receive the recording artist share of such royalties; (iv) the applicable collecting organization reallocates amounts that would otherwise have constituted the Artist's recording artist share of royalties directly attributable to Artist's performances on Recordings hereunder as a record company (or copyright owner or exclusive licensee) share; and (v) Company actually receives such re-allocated amount in the United States, then Company will credit to your Account one hundred percent (100%) such re-allocated amount.

(i) For any Artwork or Artist Identification Materials commercially used separately from but in connection with the sale or license of a Recording, the royalty rate will be a percentage of Recording Net Receipts derived from the sale or license of such Artwork or Artist Identification Materials equal to the Basic Rate applicable to such Record. If any Artwork or Artist Identification Materials are commercially used separately from and not in connection with the sale or license of a Recording (e.g., as so-called "wallpaper" or other visual images provided or made accessible via the internet), the royalty rate will be fifty percent (50%) of Recording Net Receipts.

(j) If the performances embodied on any Recording hereunder enter the public domain in any country of the Territory, then no monies will be payable hereunder to you or Artist with respect to sales or other uses of such Recording in such country on and after the date such Recording enters the public domain.

10. LICENSES FOR MUSICAL COMPOSITIONS

(a) You and Artist hereby grant (and will cause to be granted) to Company and its licensees and their respective designees a perpetual, irrevocable and transferrable license throughout the Territory by any method or media and in any form now known or hereafter devised to: (i) reproduce, adapt, distribute, publicly perform, transmit, make available, communicate, exhibit and otherwise use each Controlled Composition on or in connection with the use of Records embodying Recordings hereunder; (ii) at no cost: reprint, transmit, synchronize, broadcast and otherwise reproduce and use the lyrics and chords of Controlled Compositions on and in connection with Records derived from Recordings hereunder and in connection with advertisements, marketing or promotion of Recordings hereunder; and (iii) synchronize and otherwise use each Controlled Composition in Videos, Audiovisual Records embodying any such Videos, and advertisements, marketing or promotion for Artist or Artist's Recordings. Company may license or sublicense others to exercise any of the foregoing rights, directly or indirectly, through multiple tiers of licensees and sublicensees. If any performance or exhibition of a Controlled Composition is also authorized under another license (e.g., a public performance license granted by ASCAP or BMI), then each such performance or exhibition will be deemed authorized under that license instead of under this agreement. If any Record contains Compositions that are not Controlled Compositions, you will obtain licenses covering each such Composition on the same terms applicable to Controlled Compositions pursuant to paragraph 10, except that mechanical licenses with respect to the United States will be on terms no less favorable to Company than those contained in the then-current standard form Harry Fox Agency license (or any successor thereto).

(b) As consideration for the licenses granted in paragraph 10(a), Mechanical Royalties for the United States and Canada will be a royalty per Controlled Composition equal to the U.S. 100% Rate or Canadian 100% Rate, as applicable, provided that the maximum aggregate Mechanical Royalty payable in respect of any Album hereunder will not exceed twelve (12) times (fourteen [14] times for so-called "deluxe" Albums) the U.S. 100% Rate or the Canadian 100% Rate, as applicable. If the aggregate Mechanical Royalty rate for any Album hereunder exceeds such amount, the aggregate Mechanical Royalty rate for Controlled Compositions contained thereon will be reduced by the amount of that excess. The Mechanical Royalty rate outside the United States and Canada will be on terms not less favorable to Company, its licensees or their respective designees than the terms prevailing on a general basis in the country concerned with respect to the use of Compositions on comparable Records. Company will pay a music publishing royalty for each such Audiovisual Record sold, paid for and not returned at a rate equal to the lesser of ten cents (10¢) per Controlled Composition or ten percent (10%) of the Recording Net Receipts for such Audiovisual Record. Solely in the event that Company receives or is credited with (against an actual, documented advance previously received by Company) income directly related to the use of Videos via Streaming services that is inclusive of the publisher's share of income, then Company will pay a music publishing royalty for Controlled Compositions at the rates set forth in the applicable blanket agreement between Company or its Affiliates with each applicable music publisher in the United States, or, if there is no applicable blanket agreement, the royalty rate then-currently paid by Company to the majority of major music publishers in the United States for the same type of content and via the same method of use.

(c) No publishing royalties will be payable with respect to: (i) non-musical material, Compositions that are ninety seconds (:90) or less in duration, or "intros," "interludes," "extraludes" or similar Compositions; (ii) for reproduction of any Controlled Composition in connection with any Download or Stream as incidental copies, server copies or other transient copies (to the extent such use is not otherwise licensed under a compulsory or voluntary license); (iii) digital distribution of a Recording by a digital service provider that has assumed responsibility for obtaining necessary publishing licenses in connection with such distribution by such digital service provider; (iv) Records distributed to our employees, to radio stations, or otherwise for promotional purposes; or (v) Records sold or distributed to you or the Artist. Company may maintain reserves with respect to the payment of Mechanical Royalties for Phono Records in accordance with practices no less favorable to you than those used by Company in accounting to music publishers represented by The Harry Fox Agency. Mechanical Royalties for

Controlled Compositions that are arranged versions of any Compositions in the public domain will be apportioned according to the same ratio used by the applicable performing rights society in determining the performance credit, provided you have furnished Company with a copy of the letter from such performing rights society setting forth such ratio. Any assignment of the ownership or administration of copyright in any Controlled Composition will be made subject to the provisions hereof and any inconsistencies between the terms of this agreement and mechanical licenses issued to and accepted by Company will be determined by the terms of this agreement. If a Controlled Composition recorded hereunder is embodied more than once on a particular Record, Company will pay Mechanical Royalties for such Controlled Composition as if it were embodied thereon only once. For the avoidance of doubt, nothing in paragraph 10 will be construed to any derogate from Company's obligations under the United States Copyright Act to pay Mechanical Royalties with respect to Streams or Downloads without regard to the so-called "caps" and maximum rates set forth in paragraph 10(b).

11. **EVENTS OF DEFAULT**

(a) If you do not fulfill any portion of the Recording Commitment by the Delivery Date, or any of your other material obligations hereunder (including Delivery requirements, participating in appearances and promotional activities as set forth in paragraph 6[b], etc.) in accordance with all of the terms of this agreement, or if Artist is unable to obtain documentation necessary for travel to and from the United States and throughout the Territory, then, in addition to any other rights or remedies that Company may have, Company will have the right, at its election, by sending notice to you at any time, to: (i) terminate the Term; or (ii) suspend the running of the Contract Period then in effect, provided that if Company suspends a particular Contract Period due to your failure to satisfy all Delivery requirements with respect to any Committed Record hereunder, you may send Company a notice referencing this paragraph A.11(a) and indicating the date on which you believe you have Delivered such Committed Record, and, in lieu of the date the Contract Period would otherwise expire, such Contract Period shall extend until the date occurring thirty (30) days after the date set forth in Company's notice to you that Company has determined such Delivery requirements have been satisfied (the "**Delivery Notice**"); and Delivery will be deemed to have occurred, solely for purposes of calculating the duration of the then-current Contract Period, on the date set forth in such Delivery Notice (but in no event shall the duration of such Contract Period be for a period that is shorter than the date such Contract Period would otherwise expire as set forth in paragraphs 2(a)-(b) as applicable). For the purposes of the preceding sentence only, "Delivery" shall be deemed to be satisfied upon Company's receipt of fully-executed agreements for all producers, mixers, side artists, and any other third-party participants who rendered services in connection with the Committed Records hereunder and fully-executed agreements for any Samples embodied in such Committed Records. Nothing in this paragraph shall be construed to derogate from any of your Delivery obligations and you shall not be deemed to have Delivered for the purposes of calculating the duration of the then-current Contract Period until you receive the applicable Delivery Notice. No exercise by Company of its rights under this paragraph will limit Company's right to recover damages by reason of your default or to exercise any of Company's other rights and remedies.

(b) If (i) Company refuses without cause to allow you to fulfill the Recording Commitment for any Contract Period; (ii) within sixty (60) days following that refusal you send Company a notice advising Company that you intend to fulfill such Recording Commitment; and (iii) within sixty (60) days following Company's receipt of such notice, Company does not advise you that Company will permit you to fulfill such Recording Commitment, then your sole remedy will be that you will have the option to terminate the Term by sending notice thereof to Company within thirty (30) days after the expiration of the sixty (60) day period referenced in clause (iii) of this paragraph ("**Pay-or-Play Notice**"). In addition, if at any time Company decides not to move forward with Artist, Company will have the option to terminate the Term by sending notice thereof to you ("**Release Notice**"). Upon Company's receipt of such Pay-or-Play Notice, or upon Company sending you a Release Notice, the Term will terminate and the parties will have no further obligations under this agreement except those obligations that survive the end of the Term (e.g., warranties, representations, indemnities, Re-recording Restrictions, Company's obligation to pay royalties), and Company will pay to you, in full and complete settlement of Company's obligations to you hereunder (other than any royalty obligations) the following: (A) if Company refuses without cause to

allow you to fulfill the Recording Commitment for the Initial Period, an Advance equal to the Advance set forth in paragraph 7(a)(i)(A), less any portion of that Advance previously paid by Company; and (B) if Company refuses without cause to allow you to fulfill the Recording Commitment for any Option Period, an Advance equal to fifty percent (50%) of the minimum Recording Fund or First Option Fund (as applicable) for the Contract Period concerned (as applicable) less any Advances previously paid or incurred by Company during or with respect to such Option Period.

(c) If Artist's voice or Artist's ability to perform or otherwise render services hereunder becomes permanently impaired or otherwise materially impaired for a period of ninety (90) days or longer or an aggregate period of one hundred twenty (120) days during any one (1) year period, then, in addition to any other rights or remedies that Company may have, Company will have the right, upon notice to you, to suspend the running of the Contract Period then in effect or the performance of its obligations to you hereunder (other than any royalty obligations) or to terminate the Term, and thereby be relieved of all liability hereunder other than any royalty obligations.

12. VIDEOS

During the Term, subject to Artist's prior professional commitments, you will cause Artist to perform for the making of any audiovisual Recordings reasonably requested by Company, including Videos. You and Company will mutually approve the Subject Recording to be embodied in each such Video and the material creative aspects of the production (including the treatment, script and selection of the director and final edits), provided that each Subject Recording promoted by Company to radio stations or otherwise as a "single", "radio single," or "emphasis track" will be deemed approved by you. Company will pay the Production Costs for such Video not exceeding the budget approved by us (the "**Authorized Video Budget**"). If Artist performs for the Video concerned, such performance will constitute your approval of each of the foregoing elements. All Production Costs are Advances, one hundred percent (100%) of which will be recoupable from royalties derived from the commercial use of Videos and credited to your Account, and fifty percent (50%) of which will be recoupable from royalties derived from the commercial use of Audio Records and credited to your Account. Notwithstanding the preceding sentence, any Production Costs for any particular Video that exceed One Hundred Thousand Dollars (\$100,000) will be one hundred percent (100%) recoupable from all royalties credited to your Account.

13. RECORD ARTWORK

You will have the right to approve the proposed packaging (e.g., the cover artwork, liner notes and artwork embodied in the booklets or inserts, if any) for the initial commercial release in the United States of each Committed Record hereunder. Any comments or objections to any such material must be specific, in writing, and received by Company within three (3) Business Days after Company has made such material available. Company will make any changes mutually agreed on by you and Company, provided that Company will not be obligated to make any change that would cause Company to miss its production deadlines or incur Excess Costs, provided that Company will not incur Excess Costs in connection with Record Artwork unless such Excess Costs were either requested, submitted or approved by you or Artist (other than Excess Costs incurred due to your failure to timely approve Record Artwork materials hereunder).

14. COLLATERAL ENTERTAINMENT ACTIVITIES

(a) You, on behalf of the Related Entities, hereby irrevocably assign to Company the following amounts ("**Economic Interest**") with respect to Collateral Entertainment Activities sourced prior to the date that is the last day of the Term: ten percent (10%) of Entertainment Gross Receipts, provided that such activities result directly or indirectly from Company's or a Company Affiliate's efforts or introductions. For the avoidance of doubt, you will have the right to approve all Company-sourced Collateral Entertainment Activities. If there is a dispute as to whether Company directly sourced a particular Collateral Entertainment Activity, then the parties hereto will engage in good-faith discussions to

resolve such dispute taking into account the facts, circumstances and relationships specific to such Collateral Entertainment Activity.

(b) (i) You will use commercially reasonable efforts to cause each third party to pay the Economic Interest directly to Company at the same time such third party pays or is required to pay you or Artist with respect to the Collateral Entertainment Activity concerned. If any third party fails or refuses to pay Company as and when due, then you will pay Company such amounts within ten (10) Business Days following the receipt thereof by any Related Entity. If Company identifies the Collateral Entertainment Activity concerned or participates in the paperwork relating to such activity, then Company may require the third party concerned to pay the applicable Economic Interest directly to Company.

(ii) You will account to and pay (to the extent not already paid to Company) the Economic Interest directly to Company, within ninety (90) days after the semi-annual periods ending on June 30 and December 31 of each year, together with a detailed statement of the Economic Interest earned during the applicable semi-annual period. All payments will be made to Company's order and sent to Company at the address first set forth above, attention Vice President, Artist Partnerships, Atlantic Recording Corporation. Company will have the right at its sole cost and expense to examine your and each Related Entity's books and records as they pertain to the Economic Interest and the calculation thereof. Any such examination will be for a reasonable duration, will take place on reasonable prior notice, will not occur more than once in any calendar year or more than once with respect to a particular statement.

(c) During the Term, you and Company will endeavor to identify, develop and execute mutually approved business opportunities on mutually approved terms.

15. **EXCLUSIVE DESIGNS**

You and Artist hereby grant to Company the exclusive right to use, and to grant other Persons the right to use, the Exclusive Designs throughout the Territory and in perpetuity solely in connection with the creation, manufacture, advertising, sale, distribution and use of Merchandise. With respect to Company's commercial use of stand-alone Merchandise embodying the Exclusive Designs, Company will credit your Merchandise account hereunder (the "**Merch Account**") with fifty percent (50%) of Merch Net Receipts, provided that if any Hybrid Product is marketed by Company as a Record, then Company will credit your Account with royalties as if such Hybrid Product were solely a Record. "Hybrid Product" means a product comprised of a Record together with Merchandise.

16. **INTENTIONALLY OMITTED**

17. **ARTIST SITES**

(a) Company will have the exclusive, perpetual right (subject to paragraph 17(c)) throughout the Territory, free from any claims whatsoever by you, Artist or any other Person deriving rights from you or Artist: (i) to develop, establish, maintain, host, operate and otherwise use Artist Sites; and (ii) to register and use the name "charlottemacinnnes.com" or any similar designation based on or containing Artist's professional name (the "**Artist URL**") and any variations thereof as URLs, domain names or other site identifiers. Company will pay all costs in connection with the establishment, registration and maintenance of the Artist Sites at its sole, non-recoupable expense. Company will own each Artist Site and the operation and content thereof and data derived therefrom.

(b) You will have the right to approve: (i) the "look and feel" of the initial design and any major redesign of each Artist Site; (ii) the inclusion of any musical material that primarily promotes a recording artist other than Artist; and (iii) any Artist Site Ad leased solely for an Artist Site; and (iv) at your reasonable request, Company will remove any Artist-specific creative content (as opposed to

informational content) contained on an Artist Site (e.g., Artist Identification Materials, Artist's performances as embodied on any so-called "B-roll" footage or "webcasts," and any statements attributed to Artist in any so-called "on-line chats") that has not been approved by you or Artist, it being understood that: (A) your approval of any such content for similar off-line purposes relating to Record releases will be deemed to constitute your approval for use of such content on the Artist Sites and (B) your approval of any such content for similar on-line purposes relating to any Artist Site will be deemed to constitute your approval for usage on the other Artist Sites.

(c) You may elect to terminate Company's exclusive right and license in the Artist URL by notice to Company at any time after thirty (30) days after the last day of the Term, provided that Company will retain all exclusive ownership and usage rights with respect to the content embodied on the Artist Sites. Following such termination, Company will transfer the registered Artist URL to you or Artist, provided that Company will have the right to establish and maintain alternate Artist Sites to market Recordings hereunder. Company will consult with you to ensure that the URL for any such site does not conflict with any URL Artist is then using. Nothing contained herein will be construed to transfer to Company any ownership rights in or to any materials furnished by you or Artist for use on an Artist Site that are not otherwise owned or controlled by Company (e.g., your and Artist's names and logos), provided that such materials are hereby licensed by you and Artist to Company for use on each Artist Site at no cost to Company.

18. MEDIA PLATFORMS; SOCIAL MEDIA PLATFORMS

(a) Without limiting the generality of Company's rights under paragraph 4, Company will have the exclusive right throughout the Territory to use and monetize Recordings and other Artist content through Media Platforms (including the right to host and control Artist Channels on Company's multi-channel network within the Media Platform concerned).

(b) You will retain the right to own, control and administer Artist's pages on Social Media Platforms, subject to the following: (i) Company's rights and your obligations with respect to Media Platforms will apply equally to the Media Platform functionality of each Hybrid Platform; (ii) you will timely make Social Media Postings on Social Media Platforms (or on the Social Media functionality of Hybrid Platforms) to market and promote Recordings hereunder, it being understood that your failure or refusal to make Social Media Postings on any individual Social Media Platform (or on the Social Media functionality of any individual Hybrid Platform) will not be a breach of this paragraph provided you make sufficient Social Media Postings on other Social Media Platforms (or the Social Media Platform functionality of other Hybrid Platforms) to market and promote Recordings hereunder and if Company in good faith objects to any particular message or content so posted, you will remove such Social Media Posting promptly following Company's reasonable request therefor; (iii) to the extent you wish to post Recordings embodying Artist's musical performances, you will do so in a manner prescribed by Company to maximize monetization thereof (e.g., by using a link supplied by Company to a licensed Media Platform); (iv) Company will have the right to jointly administer the Social Media Platforms during any time periods in which you or Artist fail to make the Social Media Postings referred to in this paragraph on a reasonably consistent basis, provided that: (A) any such Social Media Postings made by Company will be informational in content (e.g., Record release information, etc.) and will not otherwise impersonate or recreate Artist's online voice or persona; and (B) if you or Artist thereafter recommences to make such Social Media Postings on a reasonably consistent basis, then Company will refrain from administering such Social Media Platform; and (v) Company will have the right to establish links with Artist's pages on Social Media Platforms to and from Artist Channels, Artist Sites or Company's other sites.

19. AUDIENCE DATA

(a) All marketing information relating to Artist, together with analytics and market research data, which includes Personal Information relating to Artist's fans ("**Audience Data**") obtained by or on behalf of Company during the Term, will be held and managed by Company as a data controller. At your reasonable request promptly following the expiration of the Term and subject to your execution of

Company's then-current form data sharing agreement, Company will provide you with such Audience Data that comprises Personal Information, provided that Company will not be required to provide any Audience Data that Company reasonably believes would violate any applicable notices, consents, policies or terms pursuant to which the Audience Data was collected ("**Audience Data Terms**") or any applicable Privacy or Data Protection Laws.

(b) With respect to your and Artist's pages on Social Media Platforms, Company will have the right to access and use Audience Data for purposes of marketing and promotion, subject to all applicable Audience Data Terms and Privacy and Data Protection Laws, and each of you and Artist will use your respective commercially reasonable efforts to ensure that you and Artist obtain all necessary rights and permissions, if any, from the Social Media Platform concerned that are required to allow Company to access and use such Audience Data. Upon Company's request, and subject to applicable Privacy and Data Protection Laws and the execution of Company's then-current form data sharing agreement, you will provide Company with all Audience Data obtained by or on behalf of you or Artist together with the applicable Audience Data Terms. Company will be entitled to use such Audience Data as an independent data controller for as long as this is permissible under Privacy and Data Protection Laws. Notwithstanding the foregoing provisions of this paragraph, you will not provide Company with any Audience Data that would violate any applicable Audience Data Terms or Privacy and Data Protection Laws.

(c) During the Term, at your reasonable request, Company will send marketing messages relating to Artist's Recordings or entertainment career on your behalf using the Audience Data, provided that all such messages are subject to Company and your prior approval and all applicable Audience Data Terms and Privacy and Data Protection Laws.

20. ACCOUNTINGS; PAYMENTS

(a) Company will render a statement of accrued royalties earned by you during each semi-annual period ending June 30th and December 31st of each year during which there is activity on the account concerned ("**Accounting Period**"), within ninety (90) days after the end of the applicable Accounting Period. All statements will be made available via an online portal or other electronic means, and all payments to you or Artist will be made electronically. Concurrently with the rendition of each statement, Company will pay you all royalties shown to be due by such statement, after deducting all Advances made prior to the rendition of the statement. With respect to any so-called "in-pocket" commencement or Delivery Advances under paragraph 7 paid by Company following the close of an Accounting Period, such Advances shall not be recouped from royalties payable to you in connection with the statement for that Accounting Period; provided, however, that the foregoing shall not apply to such Advances which, but for your or Artist's delay without our consent in performing your or Artist's obligations hereunder, would have been paid prior to the close of such Accounting Period. The Account will be a single royalty account with respect to all Recordings hereunder, and the Merch Account will be a single royalty account solely with respect to all Merchandise hereunder. Company may withhold a reasonable reserve against returns, exchanges, refunds, credits and the like with respect to sales of physical goods, provided such reserves will not exceed twenty percent (20%) of royalties otherwise credited to your Account with respect to such sales (unless Company anticipates in Company's reasonable, good-faith judgment, returns, exchanges, refunds, credits and the like that justify the establishment of a larger reserve). Company will fully liquidate each reserve by the statement rendered two (2) years following the statement with respect to which such reserve was originally maintained. You will be deemed to have consented to all accountings rendered by Company hereunder, and such accountings will be binding upon you and not subject to any objection by you for any reason unless specific objection by notice stating the basis thereof, is given to Company within three (3) years after the date end of the applicable Accounting Period, and after such written objection, unless suit is instituted within four (4) years after the end of the applicable Accounting Period. Company will be deemed conclusively to have timely rendered each statement unless you notify Company otherwise with respect to any particular statement within four (4) months after the end of the applicable Accounting Period.

(b) Company will compute your royalties in the same national currency in which Company's licensee pays Company for that commercial use and credit those royalties to the applicable account hereunder at the same rate of exchange at which the licensee pays Company (or credits Company in recoupment of an advance made to Company by such licensee, as reflected in a royalty accounting statement received by Company). For purposes of accounting to you, Company will treat any commercial use outside of the United States as a commercial use made during the same Accounting Period in which Company receives accounting and payment (or credit to Company in recoupment of an advance made to Company by such licensee, as reflected in a royalty accounting statement received by Company) for that commercial use from the applicable licensee.

(c) Company will have the right to deduct from any amounts payable by Company hereunder any portion thereof that is required to be deducted under any statute, law, treaty, regulation or any union or guild agreement, if applicable. Company will not be required to make any payments hereunder unless and until the payee has completed Company's then-current vendor setup requirements and furnished Company with accurate invoices, accurate ACH payment information and all other documentation and information reasonably requested by Company in connection with the applicable payment. Without limiting the generality of the preceding sentence, Company will not be required to make any royalty payments to you or Artist unless you or Artist, as applicable, have registered for Company's then-current online royalty portal and, if applicable, furnished to Company a completed union affiliation letter in Company's then-standard form, which is available from Company's A&R Administration department. You will cause Artist to register with SoundExchange via the URL <https://register.soundexchange.com>.

(d) You will have the right at your sole cost and expense to appoint a qualified auditor (as defined in 17 USC § 115(e)(25)) to examine Company's books and records solely as they pertain to commercial uses of Records and Merchandise for which royalties are payable to you under this agreement. Any such examination will be for a reasonable duration, will take place at Company's offices during normal business hours on reasonable prior notice and will not occur more than once in any calendar year. You may examine books and records with respect to a particular statement only once.

(e) All Excess Costs are your sole responsibility, and you will pay all such Excess Costs directly. If Company agrees to pay any Excess Costs on your behalf, you will reimburse Company for such Excess Costs upon request. In lieu of requesting reimbursement, Company may deduct such Excess Costs from all monies otherwise payable hereunder.

(f) Without limiting any of Company's other rights and remedies, Company will have the right to deduct from all royalties otherwise payable under this agreement an aggregate amount equal to Company's good-faith estimate of the amount of any unpaid Economic Interest owed to Company, provided that Company will not withhold any amounts payable to third parties (e.g., licensors of samples, producers, mixers) pursuant to fully-executed sample agreements or letters of direction that have been theretofore implemented by Company hereunder.

21. NOTICES

Except as otherwise specifically set forth herein, all notices hereunder will be in writing and will be given by personal delivery, overnight delivery by an established courier service, or by registered or certified mail (return receipt requested) at the address described below, or at a substitute address designated by notice (made in accordance with this paragraph) sent by the party concerned to the other party hereto. All notices to be given to you under this agreement will be addressed to you at the address first shown above. Company will undertake to send a copy of each notice to Ziffren Brittenham LLP, 1801 Century Park West Los Angeles, CA 90067-6406 Attention: Kelly Vallon Ciccotti, Esq. Company's failure to send any such copy will not constitute a breach of this agreement or impair the effectiveness of the notice concerned. All notices to be given to Company under this agreement will be addressed to Company at the address first shown above, to the attention of the Executive Vice President Business and Legal Affairs, General Counsel, with a copy via email to Erica.Bellarosa@atlanticrecords.com. Notices will be deemed given when mailed or deposited into the custody of an established courier service for overnight

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delivery, or, if personally delivered, when so delivered, except that a notice of change of address will be effective only from the date of its receipt. Your current email address is: shoshanna.stone@edge-ent.com.

22. WARRANTIES AND REPRESENTATIONS; INDEMNITIES

(a) You warrant, represent and agree as follows: (i) you and Artist have the right and legal capacity to enter into, execute, and fully perform this agreement and to grant all rights granted by you herein, and you and Artist are not subject to any obligations or agreements, whether as a party or otherwise, which would restrict or interfere in any way with the full and prompt performance of your or Artist's respective obligations hereunder; (ii) no Person other than Company has any right to use, and during the Term no Person other than Company will be authorized to use, any Recordings embodying Artist's performances, except as otherwise set forth in paragraph 5(c)(ii), or Exclusive Designs; (iii) Company will not be required to make any payments of any nature for, or in connection with, the acquisition, exercise or use of any of Company's rights hereunder, except as specifically set forth herein. You will make all payments to Artist and any other Persons that may be payable in connection with the use of any Materials; (iv) the Materials or any use thereof will not violate any law or infringe upon or violate the rights of any Person (including contractual rights, copyrights, trademark rights, rights of publicity and rights of privacy), the information supplied by or on behalf of you or Artist in connection with your Delivery obligations will be true, accurate and complete, and all Recordings and Record Artwork hereunder will be eligible for copyright protection under the United States Copyright Act. Company's acceptance or utilization of any Materials will not constitute a waiver of your representations, warranties or agreements in respect thereof or a waiver of any of Company's rights or remedies; (v) (A) Artist is and will remain the sole owner of the Artist's professional name and all other professional names used by Artist in connection with Recordings; (B) no Person other than Company has, or will have, the right to use Artist Identification Materials in connection with Records or Recordings at any time during the Term; and (C) you and Artist have the authority to and hereby grant Company the exclusive right to use the Artist Identification Materials in the Territory in connection with Recordings and Exclusive Designs in accordance with all of the terms of this agreement; (vi) all Persons rendering services in connection with Subject Recordings or Videos will fully comply with the provisions of the Immigration Reform Control Act of 1986; (vii) Artist is a citizen of the Commonwealth of Australia and is at least of the age of majority under the laws of such country (which age of majority is at least eighteen (18) years of age); (viii) Neither you nor any Related Entity will structure your or such Related Entity's in any manner for the purpose of reducing or avoiding the payment of the Economic Interest to Company; and (ix) to the extent required by contract or law, at all times during the Term, Artist shall be a member in good standing of any labor unions with which Company may at any time have agreements lawfully requiring such union membership and all Recordings hereunder shall be made in accordance with the rules and regulations of all unions having jurisdiction and the provisions of any collective bargaining agreement between Company and any labor organization that are required, by the terms of such agreement, to be included in this agreement shall be deemed incorporated herein by this reference. You will be solely responsible for any payments to unions that may become due as a result of the use of Recordings hereunder as part of Artist's live performances.

(b) You will indemnify and hold harmless Company, Company's Affiliates, each of their respective successors and assigns, and the officers, directors and employees of each of the foregoing (individually and collectively, "**Company Indemnitees**") from all losses, damages, costs, expenses and liabilities (including legal costs and reasonable outside attorneys' fees) (individually and collectively, "**Losses**") arising out of, connected with or as a result of any claim, demand, action, lawsuit or other proceeding (individually and collectively, "**Claims**") asserted or threatened by any third party in connection with any inconsistency with, failure of, or breach, alleged breach, or threatened breach by you or Artist of any warranty, representation, agreement, undertaking or covenant contained in this agreement or any other act or omission by you or Artist, provided that such Claim has resulted in a judgment or dismissal or has been settled with your consent, subject to the remainder of this paragraph. Your consent will not be required to settle any Claim involving sums of Twenty Thousand Dollars (\$20,000) or less. You will reimburse the applicable Company Indemnitees on demand for all Losses to which this indemnity

applies, or at Company's election, Company may deduct such amounts from all monies becoming payable to you or Artist. Pending the final resolution of any such Claims, unless you have obtained a surety bond from a surety acceptable to Company in Company's sole discretion, with Company as the sole beneficiary, and such surety agrees unconditionally, in writing, to pay all Losses incurred by Company Indemnitees in connection with the applicable Claims, Company may withhold monies otherwise payable to you or Artist in an amount consistent with Company Indemnitees' 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 and if no settlement discussions are taking place, Company will release all sums withheld in connection with such Claim that exceed any Losses actually incurred, unless Company, in Company's reasonable business judgment, believes that such an action may be filed. Any amounts that may be deducted or withheld under this indemnity may be deducted or withheld from any monies otherwise payable or becoming payable to you under this agreement or any other agreement between Company or Company's Affiliates and you or Artist. 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. You will have the right to participate in the defense of any Claim through counsel of your own choice and at your expense. At Company's election, Company may require that you instead provide defense of any Claims, through counsel acceptable to Company, provided that Company will have the right at all times to resume such control. Settlement of any Claims for which you provide defense will require the applicable Company Indemnitees' approval.

23. **ADDITIONAL RESTRICTIONS**

(a) Artist will have the right to: (i) perform as a non-featured vocalist, background musician, producer, mixer, remixer or engineer in respect of Recordings featuring the performance of third party recording artists, provided that (A) such performance is not a Featured Performance, (B) the engagement will not interfere with the timely performance of your and Artist's obligations hereunder; (C) no Composition involved will be a Composition recorded hereunder; and (D) Artist's name may only be used in the credits for the Record concerned in a size, prominence and style as is customary for the credits concerned in the recorded music industry for contribution concerned and is not credited as a Featured Performance; (ii) render Featured Performances in respect of Recordings featuring the performance of third-party artists during the Term with Company's prior approval and subject to Company granting a so-called "label waiver" in a form acceptable to Company to the third party concerned. **Featured Performance** means any performance by Artist that is embodied on a Recording intended to be released or otherwise used by a Person other than Company and in respect of which (A) Artist would be credited as a featured artist, compound artist, or primary artist, or Artist's name would be otherwise used prominently in the billing of such recording, including any "featuring" or "primary"-type listing of the Artist's name (e.g., "Charlotte MacInnes Remix"), "tagging" on DSPs or the like; (B) any Artist Identification Materials would be used in the marketing or advertising of such recording; or (C) Artist's contribution to such Recording, in Company's reasonable, good-faith opinion constitutes a so-called featured artist performance, "solo" or "step-out"; and (iii) render performances for third parties that are purely dramatic and non-musical in nature (including unscripted, non-musical performances).

(b) Artist will not perform for the purpose of recording any Composition, or any adaptation of any Composition, recorded hereunder for any Person other than Company for use in the Territory on Records (including in radio or television commercials or otherwise for synchronization with visual images) before the later of: (i) five (5) years after the date of Delivery of all Recordings made in the course of the same recording project as the last Recording hereunder of the Composition concerned; or (ii) two (2) years after the expiration or other termination of the Term (the **Re-recording Restriction**), except as set forth in next sentence. If a Composition recorded hereunder is not released by Company by the date occurring two (2) years after the expiration of the Term for any reason other than your or Artist's failure or refusal to consent to such release or Deliver such Recording, the Re-recording Restriction with respect to such Composition will lapse at the end of such two (2) year period. Further, Artist will not at any time within seven (7) years after the expiration of the Re-recording Restriction period referred to in the

foregoing provisions of this paragraph, re-record for inclusion on any Record more than four (4) Compositions recorded hereunder and embodied on a particular Record hereunder.

24. MISCELLANEOUS

(a) You expressly acknowledge that Artist's services in the entertainment field are of a special, unique intellectual and extraordinary character that gives them peculiar value, and that in the event of a breach or threatened breach of any term, condition, representation, warranty, agreement or covenant of this agreement, Company will be caused immediate irreparable injury, including loss of goodwill and harm to reputation, which cannot be adequately compensated in monetary damages. Accordingly, in the event of any such breach, actual or threatened, Company will have, in addition to any other legal remedies, the right to injunctive or other equitable relief. The preceding sentence will not preclude you from opposing Company's application for injunctive relief based upon a challenge of the facts alleged by Company in support of its application.

(b) Except as otherwise specifically set forth in this agreement, as to all matters designated herein to be determined by mutual agreement or selection, or as to which any approval or consent is required, such agreement, selection, approval or consent will not be unreasonably withheld. Your agreement, selection, approval or consent, whenever required (including your written agreement, selection, approval or consent) will be deemed to have been given unless you notify Company otherwise within seven (7) days following the date of Company's request. You will not hinder or delay the scheduled release of any Record hereunder. In the event of your disapproval or non-consent, you will state the reasons therefor. Each of your and Artist's then-current attorney and manager is hereby designated by you and Artist as an authorized agent to give approval or consent on your or Artist's behalf, as applicable. Consent or approval by Artist will constitute consent or approval by Artist and you, and consent or approval by you will constitute consent or approval by you and Artist. Any inadvertent failure by Company to obtain your or Artist's approval under any provision of this agreement will not be a breach of this agreement. Any approval or consent of Company or Company's Affiliates required hereunder will not be effective unless such approval or consent is given to you in writing by Executive Vice President of Business and Legal Affairs and General Counsel.

(c) Company reserves the right to suspend its obligations hereunder for the duration of any "force majeure" event, including any of the following contingencies, if by reason thereof, Company is materially hampered in the performance of its obligations hereunder or its normal business operations are delayed or become impossible or commercially impracticable: Act of God, fire, catastrophe, endemic, pandemic, labor disagreement, act 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, failure of or delays in the delivery of materials and supplies, failure of technical facilities, civil commotion, terrorism, national political or social conditions including the engagement by any country in hostilities (or the escalation or worsening thereof) or any other cause beyond its control. Any such suspension will not affect Company's royalty accounting and payment obligations hereunder, unless Company's ability to do so is adversely affected by the contingency concerned. Any such suspension due to a labor controversy that involves only Company will be limited to a period of six (6) months. If Company fails to reassume its obligations hereunder with respect to your exclusive recording services by the last day of such six (6) month period, then, your only remedy will be that you will have the right, within thirty (30) days after the last day of such six (6) month period to send Company a notice stating your desire to terminate the Term pursuant to this paragraph, and if Company does not resume such obligations within sixty (60) days following its receipt of such notice, your only remedy will be to terminate the Term by sending notice to Company before the earlier of thirty (30) days following the last day of such sixty (60) day period or the date Company reassumes such obligations.

(d) You will execute and deliver to Company, and to cause each Person rendering services in connection with Materials subject to this agreement to execute and deliver to Company, all documents and instruments that Company determines to be necessary or desirable to effectuate, protect or enforce its rights under this agreement, including to apply for, obtain, register or record Company's ownership or

exclusive rights (as applicable) hereunder. You and Artist hereby irrevocably grant to Company a power of attorney, as your agent and limited attorney-in-fact, solely to: (i) execute such documents and instruments in the name of you, Artist or other such Persons and to dispose of such documents and instruments; and (ii) initiate claims in the name of you or Artist with respect to the Recordings or Company's other rights under this agreement. Company will provide you with any such documents and give you seven (7) Business Days' notice before signing any such documents in the name of you, Artist or other applicable Person. You hereby acknowledge that Company's agency and power are coupled with an interest. Company will endeavor to provide you with copies of any such documents Company signs in your name upon your request therefor.

(e) Neither you nor Artist will at any time use, sell, publish, disclose or communicate to any Person, either directly or indirectly, any confidential information (whether oral, written, electronic or otherwise) regarding Company, including any information regarding (i) Company's or any of Company's Affiliates' business provided by us or any of Company's Affiliates to you or obtained by you from Company or any of Company's Affiliates, directly or indirectly, and (ii) any of the terms of this agreement, except that you may disclose the terms of this agreement to your attorneys and accountants, provided they are subject to the same confidentiality requirements set forth in this paragraph. You will be responsible for any breaches of this paragraph by your or Artist's attorneys or accountants. This paragraph will survive the end of the Term.

(f) This agreement, together with all Exhibits and Schedules attached hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous and contemporaneous discussions, negotiations, covenants, agreements, commitments, representations, warranties and writings of any kind with respect thereto, all of which have been and are merged and integrated into, and are superseded by, this agreement. No modification, amendment, waiver, termination, cancellation or discharge of this agreement will be binding upon you or Company unless confirmed by a written instrument signed by you and an authorized officer of Company, provided that your signature shall not be required with respect to any of Company's unilateral rights hereunder (e.g., termination rights, etc.). A waiver by you or Company of any term, condition, requirement or obligation imposed by this agreement in any instance will not be deemed or construed as a waiver of such term, condition, requirement, or obligation for the future or of any subsequent breach thereof by you or Company. No delay on Company's part in exercising any right or remedy in connection with this agreement will constitute a waiver of Company's rights. Except as otherwise specifically set forth in this agreement, all rights, options and remedies in this agreement will be cumulative and none of them will be in limitation of any other remedy, option or right available to Company or to you. Each and every provision of this agreement will be considered severable, and if for any reason any provision or provisions becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, that will not impair the operation or effect of any other portion of this agreement, and this agreement will be deemed modified so as reasonably to effect the intent of the parties hereto, but only to the extent necessary to make the provision valid and enforceable. This agreement will be binding upon and inure to the benefit of the parties, their heirs, successors and assigns. The headings of the paragraphs of this agreement are for convenience only and will be disregarded in the interpretation of the scope, meaning or intent of this agreement or any portion thereof. "Include," "including" or "e.g." wherever used in this agreement means "include without limitation" or "including without limitation" unless expressly otherwise indicated. The word "or" will mean "and/or" unless the context otherwise specifically requires. All accountings and payments required herein, all recoupments permitted herein, and all grants and all warranties made herein, will survive and continue beyond the expiration or earlier termination of this agreement. You will not be entitled to recover damages or to terminate the Term by reason of any breach by Company of Company's material obligations, nor will Company otherwise be deemed in default or breach of this agreement by reason of any such breach, unless Company is given notice thereof and such breach is not cured within thirty (30) days after receipt of such notice. You will not be deemed to be in default or breach of this agreement unless you are given notice thereof and such breach is not cured within thirty (30) days after such notice, provided that the foregoing will not apply to any breach, alleged breach or threatened breach of the exclusivity provisions of this agreement, to your or Artist's failure to timely Deliver any Subject Recordings required to be Delivered hereunder, to the provisions of paragraph

23(a)(ii) or 23(b), or to any breach, alleged breach or threatened breach for which a cure period is already provided in this agreement. If you claim that additional monies are payable to you hereunder, Company will not be in breach of this agreement unless such claim is reduced to a final judgment by a court of competent jurisdiction. You and Artist acknowledge that, in connection with this agreement and also for Company to perform its obligations or exercise its rights hereunder, Company will collect and use Personal Information relating to Artist, such as Artist's name and contact information, and Company may also share this information with Company's Affiliates and other Persons for similar purposes. Company will process such Personal Information in accordance with all applicable policies, guidelines and Privacy and Data Protection Laws. In entering into this agreement, and in providing services pursuant hereto, you and Artist are independent contractors and not Company's agents or employees. Nothing contained in this agreement will contemplate or constitute a partnership, joint venture, employment, agency (including talent, theatrical or employment agency), artist management or fiduciary relationship between you or Artist, on the one hand, and Company, on the other hand. You acknowledge and agree that you have had the opportunity to consult independent counsel of your own choice for the purpose of having the legal effect of each of the provisions contained in this agreement explained to you, and you have either so consulted such independent counsel or knowingly and voluntarily waived your right to do so. The parties hereto acknowledge and agree that: (i) each party or its counsel reviewed and negotiated the terms of this agreement and has contributed to its revision; (ii) the rule of construction that any ambiguities are resolved against the drafting party will not be employed in the interpretation of this agreement; and (iii) the terms of this agreement will be construed fairly as to all parties, regardless of which party was generally responsible for the preparation of this agreement. This agreement is not intended to, and will not, confer upon any Person other than the parties hereto to any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein.

(g) You and Artist recognize and acknowledge that the sale and other use of Records, Merchandise derived from Exclusive Designs, or other goods or services is speculative and agree that the judgment of Company (and Company's Affiliates, customers, licensees and distributors) in regard to any matter affecting the sale, marketing, promotion, distribution and use thereof will be binding and conclusive upon you and Artist. Company has not made, and does not hereby make, any representation or warranty with respect to the quantity (if any) of such sales or any other commercial metrics hereunder. You warrant, represent and agree that neither you nor Artist will make any claim, nor will any liability be imposed upon Company or Company's Affiliates, customers, licensees or distributors based upon any claim, that more sales could have been made or better business could have been done than was actually made or done by Company or Company's Affiliates, customers, licensees or distributors.

(h) (i) Company may assign this agreement in whole or in part to: (A) any parent, subsidiary, sister corporation, joint venture partner or Affiliate thereof, or other Affiliate of Company; (B) a Person acquiring all or substantially all of the Record-related assets of Company; or (C) an entity merged into or consolidated with Company.

(ii) This agreement is personal to you and Artist, and neither you nor Artist will have the right to assign, transfer, license, pledge, encumber, delegate or grant (collectively, "**Transfer**") all or any part of this agreement or all or any part of your or Artist's rights or obligations hereunder (including approval rights, rights to receive payments or statements and audit rights) without Company's prior written consent, which consent may be withheld in Company's sole discretion, except as set forth in the next sentence. You may assign your rights hereunder to a corporation or limited liability company, all of whose capital stock or membership interest is owned solely by you or Artist, provided: (A) you have delivered to Company an instrument signed by you and Artist and any other required Person satisfactory to Company in Company's sole good faith discretion effecting the assignment and the assignee's assumption of your obligations, and Company has executed that instrument to evidence Company's approval of it; (B) no such assignment relieves you or Artist of your or Artist's obligations hereunder; and (C) such assignee agrees that any further assignment is subject to the same conditions as set forth in this paragraph. Any purported Transfer by you or Artist in violation of this paragraph will constitute a material breach of this agreement and will be null and void *ab initio*.

(i) **THIS AGREEMENT WILL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF NEW YORK AND ITS VALIDITY, CONSTRUCTION, PERFORMANCE AND BREACH WILL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE WHOLLY PERFORMED THEREIN WITHOUT APPLICATION OF ANY CHOICE OF LAW OF SUCH STATE. EACH OF THE PARTIES HERETO WILL WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY MATTER RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY HERETO FURTHER REPRESENTS AND WARRANTS THAT IT HAS HAD THE OPPORTUNITY TO REVIEW THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS.** You will submit yourself to the sole and exclusive jurisdiction of the federal or state courts located in New York County in any action related to this agreement. In this regard, any process in any action related to this agreement may, among other methods, be served upon you by delivering or mailing such process via registered or certified mail, addressed to you at the address provided herein for notices to you; any such delivery or mail service will have the same force and effect as personal service within the State of New York. Nothing contained in this paragraph will preclude Company from joining you or Artist in an action brought by another Person against Company in any jurisdiction, although Company's failure to join you or Artist in any such action in one instance will not constitute a waiver of any of Company's rights with respect thereto or with respect to any subsequent action brought by a third party against Company. Nothing contained herein will constitute a waiver of any other remedies available to Company.

(i) This agreement will not become effective until executed by all parties. This agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will 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, will constitute original signatures, will be deemed to have been duly and validly created and delivered, and will be valid and binding for all purposes.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

ATLANTIC RECORDING CORPORATION

DocuSigned by:
By: Erica Bellarosa KT
202230101A7448C...
An Authorized Signatory



Charlotte MacInnes (Oct 16, 2025 18:31:35 GMT+1)
CHARLOTTE MACINNES

EXHIBIT A

Exhibit to the Agreement dated as of October 6, 2025, between ATLANTIC RECORDING CORPORATION and CHARLOTTE MACINNES

DEFINITIONS

The following definitions will apply for the purposes of this agreement. All references within these definitions to a paragraph are references to that paragraph of this agreement.

General Definitions

"360 Rights" – rights sufficient to grant the rights described in paragraph 14 and paragraph 16.

"Advance" – a prepayment of royalties otherwise payable hereunder. Company may recoup Advances from all royalties otherwise payable hereunder, provided that Mechanical Royalties will not be applied in recoupment of Advances under paragraph 7, except as expressly provided under this agreement.

"Advertising Sales Fee" – a fee equal to thirty percent (30%) of the applicable Recording Gross Receipts in respect of any online, mobile or similar internet or telephony advertisement posted, but only if Company or Company's Affiliate arranges for the posting of such advertising. Company will not deduct an Advertising Sales Fee for a particular advertisement if a fee payable to a third party for securing the same advertisement is charged as a deduction in determining Recording Net Receipts hereunder.

"Affiliate" – with respect to any Person, any other Person that, at the time such determination is being made, is Controlling, Controlled by, or under common Control with such Person.

"Affiliated Principal Licensee" – a Principal Licensee that is a wholly owned Affiliate of Company.

"Album" – a Record having no less than thirty-five (35) minutes of playing time and that embodies at least eleven (11) Subject Recordings each containing a different Composition, distributed in a single package.

"Artist Channel" – an official channel, page, hub or site (excluding any Artist Site) within a Media Platform that is dedicated to Artist or Artist's Recordings.

"Artist Communication" – any message, content or hyperlink posted on an Artist Site or sent to any mailing list by or on behalf of you or Artist, other than messages created solely by Company. All Artist Communications will constitute Materials.

"Artist Identification Materials" – the Identification Materials relating to Artist or any member thereof, including the Artist's professional name and all other names used by Artist in connection with Artist's Recordings and Merchandise derived from Exclusive Designs.

"Artist Site" – each official Artist-branded website (excluding any Artist Channel), online community, environment, server or application relating primarily to Artist as a recording artist, together with the content embodied thereon.

"Artist Site Ad" – the leasing of commercial advertising space on an Artist Site to Persons other than Company or Company's licensees for products or services that do not relate to Artist's Recordings, Merchandise, Tour Events or Collateral Entertainment Activities and do not otherwise constitute a DMP Ad.

"Artwork" – all pictorial graphic, visual, audio, audiovisual, digital, literary, animated, artistic, dramatic, sculptural, musical or any other type of creations, whether finished or not, it being understood that audio, audiovisual or musical works comprising Recordings will constitute Recordings (and not Artwork).

“Audio Record” – a Record that embodies, reproduces, transmits or communicates primarily audio-only (as opposed to audiovisual) material, including any Subject Recording.

“Audiovisual Record” – a Record that embodies, reproduces, transmits or communicates primarily audiovisual (as opposed to audio-only) material, including any Video.

“Avatar” – a character or similar image that is a digital or virtual representation of Artist. You will approve no fewer than three (3) Avatars for each Contract Period.

“Breakage” – the amount of any unrecouped advance or unearned minimum guarantee payment previously received by Company from an unaffiliated third-party digital distribution partner engaged in the business of distributing Company’s catalog of Recordings (including the Recordings hereunder) digitally to individual consumers, which such unrecouped advance or unearned minimum guarantee will be constitute Breakage after the end of the applicable recoupment or minimum guarantee period.

“Business Day” – any day other than a Saturday, a Sunday, a day on which banks in New York City or Los Angeles are authorized or obligated by law to close or a day on which Company’s headquarters is officially closed.

“Canadian 100% Rate” – the Canadian statutory per Composition rate (without regard to playing time) in effect as of the date of initial release in the United States of the first Record embodying the Controlled Composition concerned, or, if there is no such statutory rate as of such date, the per Composition rate (without regard to playing time) generally utilized by major record companies in Canada as of such date.

“Committed Record” – each Album (or each EP or other Record, if applicable) constituting the Recording Commitment. Each such Album, EP, so-called “mixtape,” or individual Subject Recording is sometimes referred to as a **“Committed Album”**, **“Committed EP”**, **“Committed Mixtape”**, **“Committed Subject Recording”** and the like.

“Compilation Record” – a Phono Record embodying Recordings hereunder together with other Recordings, excluding Records sold or licensed for use on transportation carriers and Joint Label Compilations.

“Composition” – a musical composition or medley consisting of words or music, or any dramatic material and bridging passages, whether in the form of instrumental or vocal music, prose or otherwise, irrespective of length.

“Contract Period” – the Initial Period or any Option Period of the Term, as such may be suspended or extended as provided herein.

“Control,” “Controlled” and “Controlling” – a beneficial ownership interest that affords the applicable owner, trustee, personal representative or executor the power to direct, cause the direction of, or otherwise influence the management, policies or affairs (whether through the ownership of voting shares, by contract, directly or indirectly, as a member of a group or otherwise), of a Person.

“Controlled Composition” – any Composition or material recorded pursuant to this agreement that, in whole or in part, is written or composed, or owned or controlled, directly or indirectly, by you or any individual member of Artist or any producer of a Recording or anyone associated or affiliated with you, Artist or any such producer.

“Delivery,” “Deliver” and “Delivered” – the actual receipt by Company of a completed, fully edited, mixed and equalized two-track stereo mix, in the format customarily used by Company for the manufacture of Records at the time of Delivery (currently, a high resolution WAV file) of the Recording concerned, which files will in all respects be in the proper form for the production of the parts necessary for the manufacture

or creation of Records, together with: (a) the Producer's Package; (b) all Artwork; (c) a complete and accurate summary regarding (i) all Samples embodied in each Subject Recording and (ii) all so-called "artificial intelligence" (including "artificial general intelligence" and "generative AI") technology used in connection with the creation of each Subject Recording, including a detailed description of the elements of such Recording resulting or derived from such technology; (d) all required consents, approvals, licenses permissions and documentation in connection with each Subject Recording, Artwork, Samples, and AI elements; (e) all union session reports (if applicable); (f) executed certificates of engagement from all producers, mixers and remixers in connection with each recording session in Company's then-standard form; (g) a track-by-track list identifying each performer and the nature of the performance, the playing time of the Recording, and the title, lyrics, writers and publishers of each Composition embodied on each Recording; (h) a document signed by each writer of the Composition embodied on each Recording, confirming the writer/publisher shares with respect to such Composition, whether each share is subject to the Controlled Composition provisions set forth in paragraph 10, and what terms apply to any share that is not subject to such Controlled Composition provisions; and (i) any and all other information and documentation Company needs to make payments and to otherwise comply with Company's obligations in connection with the making and release of Recordings and Records derived therefrom. You will deliver each Subject Recording to Company at WEA Studio Services, 777 S. Santa Fe Avenue, Los Angeles, CA 90021, or such other place as Company may notify you. In addition, you will maintain or cause to be maintained in Company's name all Recordings of Artist's performances made during the Term, including session tapes, alternate mixes and outtakes (but excluding Subject Recordings Delivered hereunder and the Producer's Package) in good condition at a location selected or approved by Company.

"Delivery Date" - the applicable date that each Committed Record is required to be Delivered.

"DMP Ad" – an advertisement posted in or around a digital player that displays media relating to Artist, which advertisement is triggered by a user's request to view the media in the player.

"Download" – the single digital audio transmission of a copy of a Recording capable of persisting permanently on an end user's hardware device.

"EP" – a Record embodying thereon no fewer than five (5) Subject Recordings and no more than ten (10) Subject Recordings.

"Excess Costs" – (a) all Recording Costs in excess of the Authorized Recording Budget therefor; (b) all Production Costs in excess of the Authorized Video Budget therefor that result from acts or omissions of you, Artist or any Person engaged or furnished by or on behalf of you or Artist; (c) all publishing royalties paid by Company in excess of the amounts set forth in paragraph 10; (d) all costs in excess of Company's (or the applicable Principal Licensee's) then-current standard packaging, manufacturing and Record Artwork costs for Records in the configuration concerned. As of the date of this agreement, Company's standard packaging and Record Artwork costs for frontline studio Albums in the United States are Ten Thousand Dollars (\$10,000) per Album in the aggregate (including production and origination costs, but excluding the cost of separations); and (e) any other amounts paid or incurred by Company that exceed the amount approved by Company therefor or are not required to be paid by Company hereunder.

"Existing Recording" – each Recording embodying Artist's performance made prior to the date of this agreement, including all versions, edits, mixes and remixes thereof, if any.

"Hybrid Platform" – a platform that is both a Media Platform and a Social Media Platform (e.g., Facebook).

"Identification Materials" – the name(s) (including any professional names, sobriquets and group name(s) heretofore and hereafter adopted), characters, symbols, emblems, logos, designs, artwork, voice and likenesses (whether or not current, including vocal likenesses, photographs, portraits, caricatures,

Avatars and other digital representations and stills from any artwork or Videos), visual representations, autographs (including facsimile signatures), biographical material, service marks, trademarks or other identification, whether or not current, relating to the Person concerned.

"Joint Label Compilation" – a Record embodying Recordings hereunder together with other Recordings, with respect to which two (2) or more labels are profit participants, e.g., the "Now" series

"Joint Recording" – a Recording hereunder embodying the Artist's performance together with the performances of another artist or artists.

"Materials" - all Recordings hereunder (including any Samples or other elements embodied therein), all Compositions, all Identification Materials, all Artwork, and all content and other musical, dramatic, artistic and literary materials, ideas and other intellectual properties furnished or selected by you or Artist (or any Person engaged by you or Artist) and contained in or used in connection with Recordings hereunder, Exclusive Designs, or Collateral Entertainment Activities (including the packaging, sale, distribution, advertising, publicizing or other use of any of the foregoing).

"Mechanical Royalties" - royalties payable for the right to reproduce and distribute copyrighted Compositions on Records other than Audiovisual Records.

"Media Platform" – a platform, now or hereafter devised, however accessed (including via the internet or over-the-air wireless delivery), to the extent that it distributes audio or audiovisual content (e.g., YouTube) or hosts online communities or environments relating to artists.

"Media Service" – a service, however accessed (including via the internet or over-the-air wireless delivery), which distributes audio or audiovisual content (e.g., YouTube) or hosts online communities or environments relating to artists.

"Net Sales" – one hundred percent (100%) of Records sold by Company or through Company's distributors in the United States or by Company, Principal Licensees or their distributors, as applicable, to independent third parties (including consumers), for which Company's distributor, Principal Licensee or its distributor, as applicable, has been paid or credited, less Records returned for credit at any time for any reason, including at Company's request, and less all credits, cancellations, exchanges or other adjustments. Net Sales will not include: (a) Records given away or sold at below the applicable PPD for promotional purposes; (b) Records sold as scrap, salvage, overstock or "cut-outs;" and (c) Records sold below cost.

"Non-Artist Specific Ads" – any third-party advertisement that is directed to an audience based on Audience Data, which such advertisement does not directly reference Artist.

"NRC Net Sales" – Net Sales of Top Line Records consisting entirely of Recordings hereunder through normal retail channels, including Top Line Records sold as Downloads.

"NRC Net Sales and Streams" – NRC Net Sales and Streams of Top Line Records consisting entirely of Recordings hereunder through normal retail channels.

"Person" – any natural person, legal entity or other organized group of persons or entities. All pronouns, whether personal or impersonal, which refer to Persons include natural persons and other Persons.

"Privacy and Data Protection Laws" – all applicable privacy or data protection laws including without limitation the General Data Protection Regulation (EU) 2016/679 ("GDPR"), the UK Data Protection Act 2018, the Privacy and Electronic Communication Directive 2002/28/EC (as updated by Directive 2009/136/EC), the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, the California Consumer Privacy Act of 2018, as amended by the California Privacy Rights Act and all other laws and regulatory requirements in force from time to time which apply to a party relating to

the use of Personal Data under this Agreement (including, without limitation, the privacy of electronic communications).

“Personal Information” – any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with an identifiable individual.

“Phono Record” – a Record distributed in a physical Record format.

“PPD” – the published price to dealers utilized by Company or Company’s distributors, as applicable, in the United States and by Company, Principal Licensee or Company’s distributors in each country outside the United States. Company’s principal distributors in the United States and Principal Licensee in Canada both currently refer to the published price to dealers as the “Base Price.”

“Premium Record” – a Phono Record produced for use in promoting services other than Artist’s entertainment services or Merchandise other than Records and that bears the name of the sponsor for whom the Record is produced.

“Producer’s Package” – for each Subject Recording comprising the applicable Committed Record, Company’s then-standard “producer’s package” currently composed of each of the following elements: (a) if recorded analog, “flat master” mix reels (i.e., two-track mixes on 1/2” analog tape, 30 i.p.s., no noise reduction); if recorded digitally, “flat master” WAV file (sample rate of 192.5 kilohertz and bit-depth of 24 bits), recorded and compiled at the mixing studio (i.e., prior to mastering); (b) analog and/or digital multitracks (if MIDI tracks are included, they must be delivered as recorded audio tracks [i.e., within the session]; for multi-track masters other than ProTools Sessions, flattened files must be provided) with accompanying tone reels; (c) mixes for purposes of release on new formats of Records (e.g., HD/UHD, spatial, immersive); (d) computer-based recording storage formats (e.g., ProTools session and audio data files, Exabyte reels, magneto-optical discs, CD-Rs, hard discs); (e) sample and automation discs; and (f) all existing documentation (e.g., console strips, outboard settings, session notes). In addition, for each of the Subject Recordings comprising the applicable Committed Album, one (1) set of alternate mix passes (comprised of a clean edit mix [if applicable], a TV mix, an instrumental mix and a cappella mix with timecode, and mix stems, unless Company notifies you otherwise).

“Principal Licensee” – Company’s licensee for the majority (or plurality) of Records commercially used in the territory concerned including Company’s Affiliates and non-affiliated Persons.

“Production Costs” – all amounts paid or incurred in connection with the production, conversion and delivery of Videos or other audiovisual content. Production Costs include flat-fee payments to the publishers of musical works, unreimbursed costs and expenses incurred in the duplication and delivery of copies of Videos to licensees, and all direct out-of-pocket costs (such as for rights from artists including Artist, producers and other personnel, travel, per-diems, facilities, materials, services and use of equipment).

“Program Discounts” – discounts or rebates given by way of price breaks or so-called “free goods” to “one-stops,” rack jobbers, distributors or dealers, whether or not Company’s Affiliates, which are not Standard Discounts.

“Proportionate Deductions” – proportionate amounts of any sums, including taxes, deducted by a licensee from its payments to Company pursuant to any law, any government ruling, or any other restriction affecting the amount of the payments that a licensee can remit to Company.

“Record” – any form of reproduction, distribution, transmission or communication of, or facilitation of access to, Recordings (whether or not in physical form) now or hereafter known (including reproductions of sound alone or together with visual images) that is manufactured, distributed, transmitted or communicated primarily for personal use, home use, institutional (e.g., library or school) use, jukebox use,

or use in means of transportation, including any computer-assisted media, application or technology or use as a so-called “ringtone” in any form.

“Record Artwork” – all Artwork embodied in, or supplied by or on behalf of you or Artist for use in, the packaging of or digital identifying image for any Record (including any inserts or other special elements or materials), or created, commissioned or acquired by Company or supplied by or on behalf of you or Artist, for use in publicity, promotion or marketing or as part of Videos, EPKs or any other Records.

“Recording” – any recording of sound or data used in the production of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, which is used or useful in the recording, production or manufacture of Records or for any other use of sound, including temporary copies for so-called “caching” or “buffering.”

“Recording Costs” – all costs in connection with the recording and production of Recordings or Records hereunder, including payments for musicians, vocalists, conductors, arrangers, orchestrators, engineers, producers, copyists and others; if applicable, payments to a trustee or fund based on wages to the extent required by any agreement between Company and any labor organization or trustee; union session scale payable to Artist; studio, tape, editing, mixing, re-mixing, mastering, engineering and authoring costs; artist development costs including physical training, vocal conditioning, and cosmetic enhancement; costs of travel and per diems (excluding travel and per diems of Company’s employees, unless such employees are involved in the making of Recordings hereunder [e.g., as a producer, engineer, mixer, re-mixer] or you or Artist requests that such representatives be present), rehearsal halls, non-studio facilities and equipment, rental and transportation of instruments; Sample clearance and licensing costs; and all other costs and expenses incurred in the production, but not the manufacture, of Recordings and Records hereunder that are then customarily recognized as recording costs in the recording industry, but excluding per-record royalties payable to the American Federation of Musicians’ Special Payments Fund and the Music Performance Trust Fund. If Company furnishes any of Company’s own facilities, materials, services or equipment for which Company has a standard rate, the amount of such standard rate (or if there is no standard rate, the market value for the services or thing furnished) will be treated as Recording Costs.

“Recording Gross Receipts” – all monies received by or credited to Company in the United States (or, solely with respect to Streaming, all monies received by an Affiliated Principal Licensee in the country where the Principal Licensee is resident, i.e., “at source”) from its customers, licensees and distributors (including affiliated distributors) that are directly and identifiably attributable to the use of Recordings hereunder, Merchandise embodying Exclusive Designs, Artwork, Artist Identification Materials, DMP Ads, Artist Site Ads, and subscription revenue from Artist Sites hereunder, as applicable. Solely with respect to Phono Records and Downloads, “Recording Gross Receipts” means the applicable PPD. For the purposes of determining Recording Gross Receipts, any royalties credited to Company’s (or an Affiliated Principal Licensee’s) account but charged in recoupment of a prior advance made to Company (or an Affiliated Principal Licensee) and retained by the payor by reason of that charge will be deemed paid to Company (or the Affiliated Principal Licensee) and received by Company (or the Affiliated Principal Licensee) when Company receives the accounting reflecting the credit and charge concerned. Recording Gross Receipts will exclude: (a) payments received by Company (or an Affiliated Principal Licensee) pursuant to any so-called “blanket licenses” under which the licensee is granted access to all or a significant portion of Company’s catalog of Recordings or Company’s digital properties that are not directly and identifiably attributable to Recordings hereunder (other than that share of Breakage Company determines in good faith to be attributable to Recordings hereunder); (b) amounts paid to Company for Artist Site Ads that are not directly and identifiably attributable to Artist Sites; or (c) any payments received by Company pursuant to any statute, legislation, collective bargaining agreement or industry agreement.

“Recording Net Receipts” – Recording Gross Receipts less: (a) all direct expenses, third-party payments, taxes and adjustments related thereto; (b) with respect to advertising revenue, the Advertising Sales Fee; and (c) with respect to Phono Records and Downloads, excise taxes and duties included within the PPD, Program Discounts and Proportionate Deductions.

“Related Entity” – you, Artist, and your and Artist's respective principals and representatives (including any manager, business manager, agent or attorney) and each entity owned or controlled, directly or indirectly by any of the foregoing or in which any of the foregoing has a direct or indirect income interest (other than the ownership of not more than two percent (2%) of the issued and outstanding stock or other securities of a corporation listed on a national securities exchange or traded in the over-the-counter market).

“Sample” – any copyrightable work that is owned or controlled by any Person other than you, but not Artist's newly recorded performance hereunder of an entire Composition previously recorded by other recording artist(s) and theretofore released.

“Single” – a Record embodying thereon three (3) or fewer Subject Recordings.

“Social Media Platform” – a platform, now or hereafter devised, however accessed (including via the internet or over-the-air wireless delivery), to the extent that it provides for the functionality of individual Social Media Postings.

“Social Media Posting” – the posting or sharing of information, ideas, messages or other content.

“Special Content” – non-musical content relating to Artist appearing on a channel, page, profile or similar property of a Social Media Platform or Media Service that is owned, controlled or administered by Company or Company's Affiliate.

“Special Content Net Receipts” – revenue received by Company that is directly and identifiably attributable to Special Content less a fee equal to fifteen percent (15%) of such revenue.

“Standard Discounts” – discounts reflected in the PPD, which, in respect of the United States, will be fifteen percent (15%) for Albums sold in Phono Record form and twenty-three percent (23%) for Singles sold in Phono Record form.

“Stream” (used as a noun) – the digital transmission made in the process of Streaming.

“Streaming” – the process of (a) delivering a digital transmission (other than as a Download) of a Recording or part thereof to an end user's receiving device, whereby such transmission is contemporaneous or nearly contemporaneous with the playback of the same and that is not intended to be capable of being copied or permanently stored on a device in any format or for any period of time (other than any temporary copies used solely for so-called “caching” or “buffering”) or (b) the playing by an end user of an offline copy previously delivered to such end user's device.

“Subject Recording” – a Recording embodying a performance by Artist of one (1) unique Composition that consists of sound only and has a playing time of at least two and one-half (2.5) minutes.

“Territory” – the universe.

“Third-Party Compilation Record” – a Record (including a Joint Label Compilation) released by a Person other than Company or a Principal Licensee embodying Recordings hereunder together with other Recordings.

“Top Line Record” – a Record bearing a PPD that is not less than the PPD for the majority (or plurality) of the new Record releases in the same format and configuration by Company's best-selling artists.

“Tour Event” – each live event at which Artist performs as a musician (as opposed to a dancer, etc.) or otherwise appears (including any corporate or other private show).

“Track Equivalent” – each of the following constitutes one (1) Track Equivalent: (a) one (1) full-priced Download of a Subject Recording sold by Company on a disaggregated basis as an Audio Record or Audiovisual Record in the United States; and (b) One Hundred and Fifty (150) Streams of Subject Recording(s) transmitted on a disaggregated basis as Audio Records in the United States and monetized by Company.

“U.S. 100% Rate” – one hundred percent (100%) of the United States minimum per Composition compulsory license rate applicable to the use of Compositions on phonorecords under the United States Copyright Law (without regard to playing time) in effect as of the date of initial release in the United States of the first Record embodying the Controlled Composition concerned, or, if there is no statutory rate in the United States as of such date, one hundred percent (100%) of the per Composition rate (without regard to playing time) generally utilized by major record companies in the United States as of such date.

“Video” – a Recording embodying an audiovisual work that is a so-called “short-form music video” primarily featuring the audio soundtrack of one (1) Subject Recording hereunder.

Definitions Related to Collateral Entertainment Activities

“Artist Walkaway” – Tour Event Revenue and any other revenue received by or credited to a Related Entity that is directly attributable to one or more Tour Events, including revenue from: (a) the sale of travel packages to fan club members and others (less direct out-of-pocket costs thereof); (b) tour-related VIP Packages (less direct out-of-pocket costs for the content and marketing thereof); (c) entities acquiring broadcast or other rights in or to any one or more Tour Events (it being understood that you will acquire Company’s approval prior to granting such rights); (d) refunds and rebates related to any one or more Tour Events (e.g., rebates of ticket service charges); (e) tour advances and other gross revenue from a series of Tour Events sold off to or promoted by any one or more concert promoters (e.g., AEG, Live Nation); (f) claims proceeds from a non-appearance insurance policy (less all direct out-of-pocket costs incurred by such Related Entity in the collection of such proceeds); and (g) deposits from cancelled Tour Events. Notwithstanding the foregoing, if a Related Entity is required to repay a third party any Tour Event Revenue and any other revenue previously paid to the Related Entity by the third party concerned for any reason other than a breach by a Related Entity of the agreement relating to the revenue concerned, Company shall repay its share of any such Tour Event Revenue or any other Revenue following its receipt of a request by you to do so, together with documentation supporting such repayment.

“Collateral Entertainment Activities” – (a) endorsements, sponsorships, and brand partnerships relating to Artist; (b) personal appearances or performances by the Artist; (c) use of Artist’s Merchandise, fan club or VIP Package rights; (d) use of Artist Identification Materials in any manner or media; and (e) all other activities or services undertaken by Artist in the media or entertainment industries. “Collateral Entertainment Activities” exclude (i) Artist’s songwriting and music publishing activities; and (ii) Tour Events not identified by Company.

“Entertainment Gross Receipts” – all monies or other consideration earned by a Related Entity that are attributable to Collateral Entertainment Activities.

“Tour Event Revenue” – for each Tour Event, the greater of the “artist share” of the total proceeds from the sale of tickets (including any internal ticket service charges of any kind) or the gross monies guaranteed to be paid to you, Artist or any Related Entity by any Person in connection with a Tour Event (or, if tickets are not sold for the Tour Event concerned, all in-pocket amounts actually paid to or on behalf of any Related Entity in respect of such Tour Event), plus any amounts paid to or on behalf of any Related Entity that are customarily paid by the concert promoter (e.g., AEG, Live Nation) or a third party (e.g., the costs of travel and accommodation).

Definitions Related to Exclusive Designs

"Exclusive Designs" – those designs relating to Artist or Artist's Recordings or musical career as are mutually approved by you and Company. You will approve three (3) Exclusive Designs for each Contract Period (in addition to the Artwork for each Record hereunder, which will be deemed approved by you).

"Merchandise" – all items of commercial merchandise products, whether in physical, digital or other form, that embody the Artwork, Artist Identification Materials or Exclusive Designs (including posters, clothing, footwear, keychains and tour merchandise but specifically excluding Records).

"Merch Deductions" – all direct, non-overhead, out-of-pocket costs and expenses incurred by Company relating to Merchandise hereunder (e.g., design costs, manufacturing and warehousing costs [e.g., printing, storing, packaging, shipping], marketing costs, insurance and collection costs, commissions and royalties payable by Company to third parties, and all other monies that become or may become due by reason of the acquisition, creation, manufacture, distribution, publicity, advertising, promotion, marketing, use or other use of such Merchandise by Company).

"Merch Net Receipts" – gross proceeds received by Company from the use of Merchandise less Merch Deductions and Proportionate Deductions.

EXHIBIT B

Exhibit to the Agreement dated as of October 6, 2025, between ATLANTIC RECORDING CORPORATION and CHARLOTTE MACINNES

FORM PRODUCER LETTER OF DIRECTION

Atlantic Recording Corporation
1633 Broadway
New York, NY 10019

Gentlepersons:

Reference is made to the agreement between you and me regarding the exclusive recording services of _____ ("Artist") dated as of _____ (as such agreement may have been amended, modified and/or extended from time to time, the "Agreement"). Capitalized terms used and not defined below will have the same meanings ascribed to them in the Agreement.

I have engaged _____ (the "Producer") to produce Recordings of _____ Compositions (individually and collectively, the "Subject Recordings") for possible inclusion on the _____ Album under the Agreement (the "Album").

1. Although the Agreement requires me to pay for the services of the Producer, I hereby request and irrevocably authorize you to make payments for Producer's services on my behalf, as follows:

(a) A royalty (the "Producer Royalty") on Net Sales of Albums embodying the Subject Recordings at a Basic Rate of _____ percent (____ %), and further subject to the terms of this letter of direction. With respect to any use of the Subject Recording(s) for which you pay me a royalty computed as a percentage of Net Receipts, the Producer Royalty shall be equal to _____ (____ %) percent of my royalty therefor (i.e., computed based on a fraction, the numerator of which is Producer's Basic Rate and the denominator of which is my Basic Rate. Except as set forth in paragraph 1(c), the Producer Royalty shall in all respects be reduced, computed, adjusted, prorated and paid (e.g., reserves, reductions for non-Album configurations in Phono Record form, reductions for foreign sales, etc.) in the same manner and at the same times "as the royalties payable by you to me in respect of the Subject Recordings are reduced, computed, adjusted, prorated and paid (except for any escalations based on sales) pursuant to the terms of the Agreement as of the date hereof. The amount of the Producer Royalty will be deducted from all monies payable or becoming payable to me under the Agreement.

(b) An advance against the Producer Royalty of _____ Dollars (\$_____).

(c) The Producer Royalty will not be payable until you have recouped, at my net rate (i.e., my Basic Rate for the Subject Recordings less the Producer's Basic Rate and the royalty rate payable to any third party entitled to receive royalties in connection with the Subject Recordings, prorated pursuant to paragraph 1(d)), all Recording Costs (inclusive of the Advance) attributable to the Subject Recording concerned. After such recoupment, the Producer Royalty will be computed retroactively to the first Record commercially used (and will be payable on all commercial uses of such Records), subject to the recoupment of the Advance and any other monies paid, or payable, to or on behalf of the Producer from the Producer Royalty.

(d) With respect to any Record embodying any of the Subject Recordings together with other Recordings, the rate of the Producer Royalty shall be the otherwise applicable rate multiplied by a fraction, the numerator of which is the number of Subject Recordings embodied in such Record, and the denominator of which is the total number of Recordings (including the Subject Recordings) embodied in such Record.

(e) With respect to Audiovisual Records embodying any of the Subject Recordings, the Producer Royalty shall only be payable prospectively following recoupment of all production costs incurred for all Videos produced in connection with the Album and shall be one-half (1/2) of the otherwise applicable royalty rate.

2. Your compliance with this authorization will constitute an accommodation to me alone; the Producer is not a beneficiary of it. All payments to the Producer under this authorization will constitute payment to me and you will have no liability by reason of any erroneous payment or failure to comply with this authorization. I will indemnify and hold you harmless against any claims asserted against you and any damages, losses or expenses you incur by reason of such payment or otherwise in connection herewith.

3. Please remit all monies becoming payable under this authorization and all statements with respect to those payments to the Producer at the following address or otherwise as Producer directs you in writing:

Very truly yours,



Charlotte MacInnes (Oct 16, 2025 18:31:35 GMT+1)

Charlotte MacInnes

SCHEDULE 1

Schedule to the Agreement dated as of October 6, 2025, between ATLANTIC RECORDING CORPORATION and CHARLOTTE MACINNES

RETAINED RECORDINGS

1. Fuck My Life
2. Spotlight
3. Someone Brilliant
4. Pretty Strong