

EXCLUSIVE ARTIST AGREEMENT

When signed by all parties, the following shall constitute an agreement ("Agreement") dated as of this 1st day of May, 2018, between Quarto Valley Records ("Company"), with an address of 20750 Ventura Blvd. Suite 342, Woodland Hills, CA 91364, and Dennis Seiwel, with an address of 22451 Martha St.; Woodland Hills, CA 91367 ("Artist") with respect to Artist exclusively rendering his personal services in connection with creating master recordings for Company during the Term of this Agreement.

IT IS HEREBY UNDERSTOOD:

- A. Company is an organization that specializes in the recording and marketing of Master Recordings.
- B. Company and Artist entered into a Right of First Refusal Agreement on September 12, 2017 allowing Company the option to own and release Master Recordings ("Assigned Masters") that, if optioned, shall constitute Artist's First Album. Company is electing to exercise that option.
- C. Among other things, Company and Artist wish to enter into this Agreement to provide for the production of Master Recording(s) and the distribution of Records, and to grant all the rights, titles, and interests to the master recording(s) made hereunder according to the terms of this Agreement, including, but not limited to, the right to use and control all records and other reproductions of such Master Recordings made hereunder, and the performances embodied therein throughout the Territory.

IT IS, THEREFORE, AGREED AS FOLLOWS:

1. ENGAGEMENT AND EXCLUSIVITY: Artist agrees to render his exclusive services to Company as a recording artist during the Term and in the Territory. During the Term, Artist agrees not to record musical compositions for anyone other than Company, except as set forth in paragraph 10 below. Moreover, Artist further agrees to devote the necessary time, attention, skill and energy to Artist's duties hereunder and to render Artist's services diligently and to the best of Artist's ability to the end that the intent and purposes of this Agreement may be fully realized and achieved.
2. TERM AND OPTIONS: Artist shall render Artist's exclusive services to Company during the "Term," which shall consist of the Initial Period and, at Company's election, one or more Option Periods, as provided below. The "Initial Period" will commence as of the date hereof and will end two (2) years later. Artist grants Company two (2) separate, consecutive, and irrevocable "Options" to extend the Term, on the same terms and conditions as in the Initial Period, for successive periods of one (1) year each (each, an "Option Period") at Company's sole election. The Initial Period and each Option Period are sometimes referred to individually as a

"Contract Period." Each Option shall be exercised by Company giving written notice to Artist not less than thirty (30) days prior to the expiration of the then current Contract Period that it will exercise the applicable Option. Notwithstanding anything to the contrary in this Agreement, no Contract Period will expire sooner than nine (9) months from the delivery of that Contract Period's MRO (as defined below).

3. RECORDING REQUIREMENTS:

(a) During each Contract Period, Artist shall record and deliver to Company Master Recordings embodying Artist's performances (each a "Master") sufficient to constitute one (1) Album (as defined below), each of which Masters is fully edited, mixed and mastered and ready for commercial release (the "Minimum Recording Obligation" or "MRO").

(b) With respect to each Album to be recorded and delivered during each Option Period, Company shall provide Artist with a reasonable recording budget and Artist agrees to record and deliver to Company a sufficient number of Masters to constitute one (1) Album embodying compositions not heretofore recorded by Artist, in a Company-approved recording studio, at times to be mutually agreed upon. Company shall have the right and opportunity to have a representative attend each recording session and each Master shall be subject to Company's approval as technically and commercially satisfactory for the manufacture and sale of records.

(c) From time to time during the Term, in connection with promoting the Masters recorded hereunder, if Company so requests and provides Artist with reasonable notice, Artist shall perform at sessions for the purpose of recording Artists' audiovisual performances. Company shall also have the right to record Artist's personal appearances on film, tape or other devices and engage in Webcasts. Company shall pay all such expenses and such expenses shall be classified as direct costs.

(d) The parties acknowledge that Artist has delivered the First Album. Company and Artist have each fulfilled their obligations pursuant to the Right of First Refusal Agreement, attached hereto as Exhibit A and incorporated herein by reference, and that Company hereby exercises its option to release the Album created as a result of that agreement. Company has accepted the First Album, and acknowledges that the first MRO has been fulfilled as of the date hereof.

4. RECORD PRODUCTION, COSTS AND EXPENSES:

(a) Artist acknowledges that Company approved a budget of twenty two thousand, three hundred and sixty five dollars (\$22,365.00) for the first Album, receipt of which is hereby acknowledged by Artist. Said payment is considered an Advance to Artist pursuant to this Agreement.

(b) With respect to each Album after delivery of the First Album, Artist will submit to Company for its written approval a written proposed budget setting forth, in itemized detail, all anticipated Recording Costs, including (without limitation) all fees to all producers and sample clearances costs (if any). Such budget, as approved by Company, is hereinafter referred to as the "Approved Budget." The Approved Budget for any optioned album shall not be less than that of the first album. Nothing will obligate Company to permit the continuation of any recording project, even if previously approved hereunder, if Company reasonably anticipates that Recording Costs will exceed the Approved Budget or that the Masters will not be satisfactory. Company will be responsible for those Recording Costs approved by Company as set forth in the Approved Budget. All Recording Costs will be deemed to be Direct Expenses (as defined in paragraph 15 below). Artist will be solely responsible for all Recording Costs which exceed, or which are not set forth in, the Approved Budget. If Company chooses to pay for any such Recording Costs for which Artist is responsible, the same shall be recoupable from Royalties otherwise payable to Artist.

(c) Artist will be solely responsible for licensing and obtaining authorization to include any portion(s) of third-party master recordings and/or compositions (hereinafter "Samples") within Masters hereunder. Artist will be solely responsible for and will pay any and all costs, fees and expenses in connection with such licensing and authorization. Any such sums to the extent not paid by Artist will be deducted from any and all Royalties (including mechanical royalties) otherwise payable under this Agreement. However, Artist will not and will use best efforts to ensure that any producer does not embody a Sample in a Master hereunder, without Company's prior written consent, and Company will have the right to withhold such consent for any reason. No Master containing a Sample will be deemed delivered if Artist fails to comply with any of the provisions of this paragraph 4(c).

5. ARTWORK: Company shall be the owner of the copyright in all artwork created for and incorporated into packaging of Artist's Records ("Artwork") released pursuant to this Agreement. All costs of preparation of such artwork or paid by Company for preparation and rights to Artwork shall be a Direct Expense. Company agrees to consult with Artist in connection with the preparation of Artwork; however, in the event of a dispute, the decision of Company shall control.

6. MASTER RIGHTS:

(a) Artist hereby sells, transfers and assigns to Company all of Artist's right, title and interest in and to the Assigned Masters embodying the performances of Artist, which are listed on Exhibit B, annexed hereto and incorporated herein by reference. The Assigned Masters shall be subject to all of the terms and conditions hereof.

(b) All additional Masters made or furnished to Company hereunder or made during the Term (including all duplicates and derivatives thereof) and all records made therefrom (including the copyright in such Masters for the full term of copyright and any renewal and/or extension of such copyright), together with the performances embodied therein, will, from the inception of recording, be exclusively and perpetually and throughout the universe, Company's property, free of any claim whatsoever by Artist or any person deriving any rights from Artist. All such master recordings, from the inception of recording, will be deemed "works made for hire" within the meaning of the United States Copyright Act, and Company will be deemed the author thereof. If, for any reason, said master recordings or any of them will be adjudged not to be "works made for hire," then Artist hereby irrevocably assigns all rights of ownership in and to such master recordings including, without limitation, all copyrights and all renewals and extensions thereof, throughout the universe, to Company. Company and its subsidiaries, affiliates, licensees and assigns will have the sole, exclusive and unlimited right throughout the universe to exploit each Master and to lease, license, convey or otherwise use or dispose of it by any method now or hereafter known, in any field of use or medium, to permit the public performance thereof, by any method now or hereafter known, all upon such terms and conditions as Company may, in its sole discretion decide, and to permit any other person, firm, or corporation to do any or all of the foregoing, or refrain therefrom.

(c) For the avoidance of doubt, Company will have the exclusive and perpetual right to: (i) market, promote and sell Electronic Transmissions of the Masters or segments thereof to customers, by means of digital phonogram delivery, transmission or broadcast, via website, including Company's website, on the global computer network, variously known as the internet or the worldwide web and/or via any other means, now known or hereafter developed by which digital transmissions or broadcasts may be disseminated (hereinafter "DPD"); (ii) to display, exhibit, publicly perform, publish, reproduce, transmit, distribute, use, sell, prepare derivative works and compilations of, couple with material provided by other persons, and otherwise distribute any and all of the Masters as provided herein; and to synchronize some or all of the Masters with visual images for use on a website, including Company's website, or any other advertising medium including, but not limited to, print media, traditional broadcast, cable broadcast or satellite.

7. VIDEO RIGHTS:

(a) During the Term, if Company requests, upon reasonable notice to Artist, Artist will perform at sessions for the purpose of recording Artist's audiovisual performances on film, tape or other devices ("Videos"), but Artist's performances under this paragraph 7 will not fulfill any part of any MRO. All copyrights of any nature whatsoever (and all renewals and extensions thereof) in and to each Video and each element or component part thereof, excepting only the copyrights in the underlying musical works, will be the sole, exclusive and perpetual property of

Company, free of any claim by Artist or any person deriving any rights from Artist. Each Video will be a "work made for hire" within the meaning of the United States Copyright Act, and Company will be deemed the author thereof. All Production Costs (as defined below) incurred in connection with the creation of Videos shall be considered Direct Expenses.

(b) Artist agrees that each Controlled Composition embodied in Videos is hereby licensed to Company, its licensees and assigns, effective as of the commencement of production of the Video embodying each such Controlled Composition, for synchronization and other uses on a non-exclusive, territory-wide and perpetual basis, free of charge or royalty. If company receives a fee for such Video, Artist royalty account shall be credited pursuant to paragraph 15.

(c) During the Term, and (with respect to material recorded hereunder) during the Restriction Period (as hereinafter defined), Artist will not render any performance (excluding solely non-musical dramatic performances) for any person other than Company in connection with the creation and/or exploitation of Videos, except as set forth in paragraph 10.

8. DISTRIBUTION:

(a) Company has secured or intends to secure physical and digital distribution of records via third party distributors.

(b) Artist may purchase from Company records for sale at Artist's live performances at \$6.50 per unit.. Consideration paid by Artist to Company for these units will not be deemed Gross Receipts. Records purchased from Company are intended to be sold only at Artist's live performances.

(c) Neither Artist nor any representative shall contact Company's distributor(s) without Company's approval. Such contact will be deemed a material breach of this agreement and shall be grounds for termination.

9. CONTROLLED COMPOSITIONS/MECHANICAL ROYALTIES:

(a) Company will be responsible for the payment of mechanical royalties directly to the copyright proprietors of the musical works embodied on Masters hereunder. Artist agrees to assist Company in entering into mechanical licenses with such copyright proprietors, which licenses will be consistent with the terms and conditions hereof but which will otherwise be in the general form utilized by the Harry Fox Agency, Inc. or in a form otherwise acceptable to Company.

(b) Artist acknowledges and agrees that each Controlled Composition recorded hereunder is or will be licensed to Company, its licensees and assigns, for the United States and Canada, at a royalty rate that is equal to seventy-five percent (75%) of the minimum applicable statutory rate (without regard to the so-called "long song formula") in effect in the United States or other applicable country on the date of the first commercial release of the record. Without limiting the

foregoing, the maximum copyright royalty which Company will be required to pay in respect of a record embodying Masters hereunder, regardless of the number of musical works contained therein, will be the product of the number of musical works embodied on such record (but in no event will such number be more than ten (10) for an Album or two (2) for a Singles Record), and the Statutory Rate.

(c) No mechanical royalty whatsoever will be payable for (i) records sold as discontinued merchandise or "scrap," "overstock" or "surplus"; (ii) any work which is non-musical; (iii) records distributed by Company which are not "records Sold" (as hereinafter defined); (iv) any more than one use of any work on a particular record; or (iv) any interrupted failed or incomplete Electronic Transmission.

(d) Company will render semi-annual statements and payments therefor of all mechanical copyright royalties payable as set forth herein, within ninety (90) days after the end of the applicable period (in accordance with Company's regular accounting practices), for each quarter for which such royalties accrue pursuant to the terms hereof. Company will have the right to withhold a portion of such royalties as a reasonable reserve for returns and exchanges.

10. SIDEMAN EXCEPTION: Notwithstanding any provision to the contrary herein, Artist shall have the right to perform as a so-called non-featured "back-up musician," or "side artist" with featured artists for the purpose of making Records for third parties only upon the following conditions: (i) Artist's activities in this regard will not in any way interfere with the prompt and timely performance of the recording and delivery obligations provided in this agreement; (ii) the material to be performed and recorded shall not be material recorded or to be recorded pursuant to this agreement; (iii) If any such records are released in an album, Artist's name may only be used on the liner of such album in a size, prominence and type style as is customary in the recording industry for the names of such non-featured "back-up musicians," and "side artists" whose performances are used and who are given credit on such album and in the same place on the liner where all other such non-featured performers are listed and Company shall be given appropriate courtesy credit in conjunction with any use of Artist's name on the liner of such album.

11. GRANT OF PUBLISHING RIGHTS: If any Master Recording constituting a portion of Artist's MRO embodies a composition in which Artist has a copyright interest, Artist agrees at that time to enter into a Co-Publishing Agreement, between Artist and Company's music publishing affiliate. Artist and Company agree to negotiate said Co-Publishing Agreement in good faith and in a timely manner.

12. MERCHANDISE RIGHTS AND SERVICES/ NAME & LIKENESS:

(a) Artist grants Company, during the Term (and for as long as Company shall be entitled to exercise the rights granted to it under this Agreement) and throughout the Territory, the

exclusive right in connection with all Masters and Videos recorded by Artist and the non-exclusive right in connection with the exercise of all other rights granted hereunder, to exploit, use, reproduce and authorize others to exploit, use and reproduce Artist's name(s), both professional and legal, and whether presently or hereafter used by Artist, voice, image, likeness and other identification and biographical material concerning Artist and any trade name, trademark or service mark used by Artist (collectively, "Name and Likeness") in any manner and in any medium, now or hereafter known, for use in association with any exploitation, promotion, marketing or advertising ("Merchandising Rights"), including, without limitation, in connection with the manufacture, distribution or sale of reproductions of the Artist's Name and Likeness on any and all products such as, but not limited to, t-shirts, posters, buttons and pins or in connection with any services ("Articles") or for purposes of advertising, promotion and trade and general goodwill advertising. In Company's discretion, it may refrain from any of the foregoing. Any license or other agreement entered into by Company during the Term hereof for the exploitation of the Merchandising Rights shall be effective for the duration of that license or agreement, whether ending before and after the end of the Term hereof, but in no event longer than two (2) years after the term hereof.

(b) During the Term, Artist will not license or consent to the use of Artist's Name and Likeness by or for anyone other than Company with respect to rights granted Company herein.

(c) Artist warrants, represents and agrees that: (i) Artist owns the exclusive respective right to use Artist's name in connection with the manufacture, sale and other exploitation of Master and Videos and in connection with each other grant of right to Company hereunder; (iii) Artist will cooperate with Company's promotional and publicity efforts relating to the exploitation of the rights granted hereunder; and (iii) during the Term and for a period of six (6) months thereafter, Artist will not change the name by which he is are professionally known without the consent of Company.

(d) Company and its licensees will have the exclusive right, throughout the world, and will have the exclusive right to authorize other persons, to create, maintain and host any and all websites relating to Artist and to register and use Artist's name and/or professional name and any variation(s) thereof that embodies Artist's name or professional name as Uniform Resource Locators (or "URL's"), addresses or domain names for each website created by Company for Artist (each, an "Artist Site"). All such websites and all rights thereto and derived therefrom will be Company's property throughout the universe during the Term (and thereafter as provided in the next sentence). Promptly after the expiration of the Term, Company will convey to Artist its entire ownership interest in each Artist Site, except that Company will retain, irrevocably, the perpetual right, throughout the universe, without any payment to Artist (excepting royalties as provided herein), to use each such Artist Site for the purpose of exploiting Masters and Videos recorded and rights granted hereunder. Artist warrants and represents that the use of such

name(s), likenesses, and biographical materials as described above in this paragraph will not infringe upon the rights of any Person.

13. LIVE PERFORMANCE INCOME: Company agrees that during the Term of this Agreement, Company may, in Company's sole discretion and upon request of Artist, provide tour deficit support ("Tour Deficit Support") to Artist for live performances, including a tour. In such event, Tour Deficit Support shall be considered an Advance. For purposes of this Agreement, Tour Deficit Support shall mean the payment of all Company approved travel, lodging and per diem expenses to be incurred by the Artist to travel to and from the live performance less any payment received by the Artist for such live performance or appearance.

14. COLLECTION OF REVENUE: As used herein, "Gross Revenue" means: (a) all Company income derived from the exploitation of Masters recorded and Videos produced hereunder, and from the exploitation of Merchandising Rights; and (b) all Live Performance Income. Except where this Agreement explicitly provides to the contrary, during the Term and thereafter in perpetuity, Company shall collect all Gross Revenue including but not limited to revenue in the form of advances, royalties, fees or income.

15. ROYALTIES:

(a) Company will accrue to Artist's account hereunder a royalty equal to forty (40%) percent of Company's "Aggregate Net Revenue" (as defined below) actually received by or credited to Company. "Aggregate Net Revenue" means Gross Revenue less "Direct Expenses." "Direct Expenses" means all fees, costs or expenses relating to the exploitation of Masters and Videos, Merchandising Rights, the generation of Live Performance Income and, generally, the exploitation of the rights granted to Company by Artist hereunder. Such Direct Expenses may include but are not limited to: costs associated with manufacturing, licensing, royalties (including mechanical royalties), distribution, advertising, accounting, legal (including legal and accounting fees payable to Artist's own legal counsel or accountant if such payments are actually made by Company), promotion, marketing, publicity, graphic/artwork design, printing, Internet hosting, shipping, administrative, taxes, or any other expense actually paid by Company. Direct Expenses also include fees associated with filing copyrights.. Company will be entitled to retain ten percent (10%) of Gross Revenues as compensation for administrative overhead (the "Overhead Allocation") and that such Overhead Allocation is deemed to be a Direct Expense. Until the aggregate of Gross Revenue shall exceed the aggregate of Direct Expense, Company shall be deemed to be in an "Unrecouped Position."

(b) With respect to Records embodying Sides recorded hereunder coupled with Sides not recorded hereunder ("Coupled Record(s)"), royalties (or Gross Receipts, as applicable) will be at that proportion of the rate otherwise applicable which the number of such Sides recorded

hereunder and included on such Coupled Record bears to the total number of Sides comprising such Coupled Record.

(c) If Artist agrees to perform and does perform hereunder at recording sessions for Company as a non-featured artist (such as an accompanying vocalist or instrumentalist, a "sideman" or an accompanying conductor) in connection with Company's recording of other artist, then no royalties or other payments will accrue to Artist hereunder with respect to such performances or services or records made from master recordings recorded at such recording sessions.

16. ROYALTY PAYMENTS:

(a) Royalties earned hereunder will be accrued semi-annually and paid, less all amounts recoupable therefrom pursuant to the terms of this Agreement, during March for the semi-annual period ending in December and during September for the semi-annual period ending in June, in accordance with Company's regular accounting practices. Company will be entitled to maintain a single account with respect to all Gross Revenue and Direct Expenses subject to this Agreement. If Company makes any overpayment of royalties (*e.g.*, by reason of an accounting error or by paying royalties on records returned later), Company will have a right of offset in connection therewith. Company will have the right to establish reasonable reserves for returns and exchanges; provided, however, if Company's distributor maintains reserves, Company shall not maintain separate or additional reserves. Notwithstanding anything to the contrary contained herein, in no event will Company be required to accrue a royalty on sales of records in excess of such sales as reported by the Soundscan reporting system during the first four (4) full accounting periods following release of the record concerned.

(b) Each royalty payment hereunder will be accompanied by a statement in accordance with Company's regular accounting practices. Each statement will become binding on Artist and Artist will neither have nor make any claim against Company with respect to such statement, unless Artist will advise Company, in writing, of the specific basis of such claim within two (2) years after the date Company mails such statement. Artist will not have the right to sue Company in connection with any royalty accounting, or to sue Company for royalties accrued by Company during the period a royalty accounting covers, unless Artist commences the suit within three (3) years after the date when the statement in question is rendered to Artist. Except in the case of fraud on the part of Company, the recovery of royalties will be the sole remedy available to Artist. After the expiration of the Term, Company will furnish statements to Artist only for those accounting periods in which there was Gross Revenue.

(c) Company agrees that Artist may audit its books and records for the purpose of determining the accuracy of Company's statements to Artist. If Artist wishes to perform any such audit, Artist will be required to give Company reasonable advance notice in writing. All

audits will be made during regular business hours upon reasonable notice, and will be conducted on Artist's behalf by an CPA. Each examination will be made at Artist's own expense at Company's regular place of business in the United States where the books and records are maintained. Artist and/or any person examining Company's books and records on Artist's behalf agree not to disclose to any third party any information obtained during the course of any such audit except as required by law or as may be required to secure those rights set forth herein.

17. NEGATIVE COVENANTS:

(a) During the Term, Artist will not render any performance or service for any person other than Company as a recording artist except as set forth in paragraph 10 herein. Artist will not use, or authorize or permit any person other than Company to use, Artist's name(s) (including any professional name(s)), facsimile signature(s), voice(s), likeness(es) or biography(ies) in connection with the manufacture, advertising, marketing, sale and/or exploitation of master recordings, records, audiovisual works or Articles.

(b) For five (5) years following the delivery of any material recorded hereunder or two (2) years following the expiration of the Term, whichever will expire later (the "Restriction Period"), Artist will not, for the purpose of making and/or exploiting master recordings, records, audiovisual work, radio or television commercials or soundtracks, record such material for any person other than Company.

(c) Neither Artist nor any person deriving any rights from Artist shall, during the Term or at any time thereafter, authorize any person to do anything inconsistent with, or which might diminish or impair any of Company's rights hereunder.

18. COMPANY'S RIGHTS AND REMEDIES:

(a) It is recognized that Artist's services of special, unique, unusual, extraordinary and intellectual character involving skill of the highest order which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated for by damages in an action at law. Inasmuch as any breach of this Agreement with respect to such services would cause Company irreparable damage, Company will be entitled to injunctive and other equitable relief, in addition to whatever legal remedies are available to Company, to prevent or cure any such breach or threatened breach.

(b) If Artist materially breaches this Agreement, or Artist fails to perform hereunder, or any Masters hereunder are not timely delivered in accordance with paragraph 3 above, then, without limiting Company's rights, Company may, at its election, by written notice to Artist, suspend its obligations to Artist hereunder (and, if such occurs during the Term, extend the then-current Period and the Term) for a period of time equal to the duration of such breach or failure. During any such suspension, Company will have the right to terminate the Term by written

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notice to Artist, in which case all of Company's obligations to Artist under this Agreement (except Company's obligations to render accountings and pay royalties in connection with the exploitation of Master Recordings previously delivered) will be extinguished without affecting Company's rights which would have survived the Term and any rights Company may have had by reason of Artist's failure to perform.

19. WARRANTIES AND REPRESENTATIONS/ INDEMNIFICATION:

(a) Artist hereby warrants and represents that:

(i) Artist is possessed of the full right to enter into this Agreement, that Artist is and will at all times remain possessed of all rights necessary for Artist to completely fulfill all of Artist's obligations hereunder, and that Artist entering into this Agreement and fulfilling such obligations does not and will not infringe upon the rights of any Person whatsoever.

(ii) None of the Master Recordings hereunder nor the performances embodied therein, nor any other Materials (as hereinafter defined) nor any authorized use thereof by Company or its affiliates or licensees will violate or infringe upon the rights of any third party. Artist has obtained or will obtain work-for-hire agreements and/or copyright assignments by any session musicians or other third parties who may have an interest in the Assigned Masters or Masters, on the same terms as Artist's agreement with Company in respect to Company's ownership of the Assigned Masters and Masters. As used herein, "Materials" mean all Controlled Compositions, and all other musical, dramatic, artistic and literary materials, ideas and other intellectual properties furnished or selected by Artist and contained in or used in connection with Master Recordings hereunder or the packaging, sale, distribution, advertising, publicity or other exploitation thereof.

(iii) The royalties and other payments specified herein will be comprehensive. Except as expressly provided herein to the contrary, Company will have no monetary obligation whatsoever to Artist, or any other Party for or in connection with this Agreement or services performed hereunder by Artist, or Company's exercise of its rights hereunder.

(iv) Unless otherwise agreed in writing by Company, all monies which Company becomes obligated to pay to any person or entity in connection with the use of any so-called "samples" incorporated into any Master Recording or any Composition embodied thereon, including, without limitation, legal fees, clearance payments, and/or mechanical royalties, will be deductible from any sums, including, without limitation, mechanical royalties, payable to Artist under this Agreement or otherwise. Without limiting the generality of the foregoing, or any other right or remedy available to Company, in its sole discretion, may require Artist to assign to any third-party owner of such sampled

material, Artist's equity interest in or to any musical composition(s) embodying such sampled material. If Artist should fail or refuse to assign such equity interest to such third party(ies), as Company will direct, within five (5) days following Company's request to Artist that Artist do so, then Artist hereby irrevocably appoints Company as Artist's agent and attorney-in-fact to sign any such instrument(s) or other document(s) in Artist's name, place and stead, and to make appropriate disposition of them in accordance with the purposes and effects contemplated by this Agreement. Artist acknowledges that Company's agency and power hereunder are coupled with an interest.

(b) Each party (the "Indemnitor") hereby indemnifies the other (the "Indemnitee") and holds the Indemnitee harmless against any and all losses and damages (including reasonable attorneys' fees and disbursements) arising out of any claim by any third party(ies) or any act or conduct by the Indemnitor which is inconsistent with any warranty, representation, promise, or covenant herein made by the Indemnitor and which results in a final adverse judgment or in a settlement entered into by the Indemnitee with the consent of the Indemnitor, which consent will not be unreasonably withheld and will be deemed granted hereby in any instance where Artist is the Indemnitor and the amount of such settlement does not exceed Seven Thousand, Five Hundred Dollars (\$7,500). The Indemnitor will pay the Indemnitee on demand any sums for which the Indemnitor is liable hereunder, and in any instance where Artist is the Indemnitor and Artist fails to do so, Company will have the Offset Right. Without limiting the generality of the foregoing, if any claim, action or proceeding is made or brought against the Indemnitee which is inconsistent with any warranty or representation herein made by the Indemnitor or which alleges matters which if proven would constitute a breach by the Indemnitor of this Agreement or any warranty, representation, promise or covenant herein made by the Indemnitor, then (i) the Indemnitee will give the Indemnitor prompt written notice thereof and the Indemnitor will have the right to participate in the defense thereof at the Indemnitor's expense, and (ii) in any instance where Company is the Indemnitee, Company will have the right (A) to suspend its obligations hereunder (and, if such occurs during the Term, to extend the expiration of the then-current Period and the Term, by written notice to Artist) for a period of time equal to the time which elapses from the making or bringing of such claim, action or proceeding until the resolution thereof, and/or (B) to withhold and reserve, from any sums otherwise payable to Artist hereunder, sums reasonably sufficient to secure Company against Artist's liabilities hereunder.

20. RIGHT TO LEGAL REPRESENTATION: ARTIST REPRESENTS AND WARRANTS THAT HE HAS READ THIS AGREEMENT AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT. ARTIST HEREBY REPRESENTS AND WARRANTS THAT SUCH ARTIST HAS BEEN ADVISED OF HIS RIGHT TO SEEK INDEPENDENT LEGAL COUNSEL IN CONNECTION WITH THE NEGOTIATION AND EXECUTION OF THIS AGREEMENT AND THAT ARTIST HAS EITHER RETAINED AND HAS BEEN



REPRESENTED BY SUCH LEGAL COUNSEL OR HAS KNOWINGLY AND VOLUNTARILY WAIVED HIS RIGHT TO SUCH LEGAL COUNSEL AND DESIRES TO ENTER INTO THIS AGREEMENT WITHOUT THE BENEFIT OF INDEPENDENT LEGAL REPRESENTATION. ARTIST HEREBY FURTHER WARRANTS AND REPRESENTS THAT ARTIST IS NOT A MINOR, BEING OVER EIGHTEEN (18) YEAR OF AGE.

21. MISCELLANEOUS:

(a) This Agreement contains the entire understanding of the parties to this Agreement and cannot be modified or terminated except by an instrument signed by an officer of each party hereto. All prior and contemporaneous conversations, negotiations, agreements, and alleged agreements, representations, covenants and warranties concerning the subject matter of this Agreement are merged herein. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party, whether expressed herein, or otherwise.

(b) If any part of this Agreement will be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement will remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not essential to the intended operation of this Agreement.

(c) Company shall have the right without Artist's consent to assign this agreement in whole or in part to any subsidiary, parent company, affiliate, or to any party acquiring a substantial portion of Company's assets or stock or to each Record Company concerned. Artist shall be entitled to assign this agreement only to a wholly-owned loan-out company and shall further have the right, in a single instance, to assign Artist's right to receive income payable to Artist after the expiration of the Term hereof.

(d) The captions preceding the text of the various provisions of this Agreement are inserted solely for reference and will not constitute a part of this Agreement nor affect its meaning, construction or effect. Every word or phrase defined herein will, unless herein specified to the contrary, have the same meaning throughout. As used herein, wherever applicable, the singular will include the plural and the plural will include the singular, the masculine will include the feminine and the feminine will include the masculine.

(e) Company will have no obligation whatsoever to make any investigation of the facts relevant to any warranty or representation herein made by Artist.



(f) No failure by either party hereto to perform any of its material obligations under this Agreement will be deemed a breach of this Agreement until the other party has given the non-performing party written notice of such breach and such breach has not been corrected within thirty (30) days after the giving of such notice, except if a different notice or cure period is expressly specified herein, the specific provision will control. None of the foregoing will apply to any breach hereof by Artist which is by its nature incurable, or if Artist has unequivocally refused to perform such material obligation.

(g) With respect to any matter hereunder which requires mutual designation or agreement, the parties agree to exercise their rights in a reasonable manner. With respect to any matter which requires the approval or consent of a party hereto, the same shall be in writing secured prior to the event in question but all such approvals and consents will not be unreasonably withheld or delayed. In any instance where Company agrees to obtain Artist's prior consent or approval: (i) Artist's response to any request by Company for Artist's consent or approval will be given within five (5) business days following such request, unless a different period is given in this Agreement; (ii) any objection or disapproval will be in writing, stating the specific reason(s) therefor; (iii) Artist's failure to give such written objection or disapproval within such five (5) business day period will be deemed Artist's consent or approval; (iv) the exercise of such consent or approval right will not delay the scheduled release of any records hereunder or otherwise frustrate Company's exercise of its rights hereunder; and (v) Company's inadvertent failure in any instance to request Artist's approval or consent will not be deemed a breach of this Agreement.

(h) Artist will have the right, by notice to Company hereunder, to terminate the Term of this Agreement if, for a continuous period of three (3) months preceding such notice, Company will have ceased to be an ongoing business concern, and such notice will be effective one (1) month after its receipt by Company if Company will, continuously during the latter one (1) month period, have ceased to be an ongoing business concern. For the avoidance of doubt, the remedy described in this paragraph (h) will be Artist's sole remedy for the occurrence herein described, without prejudice to any other remedy Artist might have for any other act or omission which would constitute a material breach by Company of this Agreement.

22. NOTICES: Notices to either party hereto shall be in writing and sent to the applicable address on page 1 of this Agreement (unless formal notice of a new address has been received), postage prepaid, by certified mail, return receipt requested, or by personal delivery or air express, or by facsimile to the facsimile number of the party to be served and shall be deemed complete when same (containing whatever information may be required hereunder) is deposited in any United States mail box addressed as aforesaid, except that (a) all materials personally delivered or sent by facsimile shall be deemed served when actually received by the party to whom addressed, (b) air express materials shall be deemed served on the day of delivery to the air

express company, (c) notices of change of address shall be effective only from the date of its receipt and (d) royalty statements shall be sent by regular mail and shall be deemed rendered when deposited in any United States mail box. Copies of all notices to Company shall also be sent to Al Staehely Jr., 511 Stuart St. Suite 100, Houston, TX 77006. Copies of all notices to Artist shall be sent to Paul M. Quin, Esq., 201 E. Kennedy Blvd., Suite 600, Tampa, FL 33602

23. APPLICABLE LAW: This Agreement shall be deemed to have been entered into and delivered in the State of California, and the validity, interpretation and legal effect of this Agreement shall be governed by and construed in accordance with the internal laws of the State of California applicable to contracts entered into and performed entirely within the said State, without regard to any conflict of laws principles. The parties hereto hereby agree that all actions or proceedings initiated by any party hereto arising directly or indirectly out of this Agreement shall be litigated only in the courts of Los Angeles County, California. Each party hereto hereby expressly submits and consents in advance to such jurisdiction and venue in any action or proceedings commenced by any party hereto in such Court; agrees that jurisdiction and venue is proper in such Court; hereby waives personal service of the summons and complaint, or other process or papers issued therein; and agrees that such service of the summons and complaint may be made by certified mail, return receipt request, addressed to the party hereto being served at the address for such party set forth in paragraph 1 above or such other address as Artist may designate pursuant to paragraph 24 hereof. Each party hereto waives any claim that said court is an inconvenient forum or an improper forum based on lack of venue.

24. DEFINITIONS: For the purposes of this Agreement, the following definitions will apply:

(a) Advance: A pre-payment of royalties. Unless otherwise stated specifically in this Agreement, all Advances are not Direct Expenses and are recoupable from Royalties payable to Artist hereunder.

(b) Album: A record containing not fewer than twelve (12) Masters embodying Artists' performances of different compositions and totaling not less than forty-five (45) minutes of playing time.

(c) Composition: A musical composition or medley consisting of words and/or music, or any dramatic material, whether in the form of instrumental and/or vocal music, prose or otherwise, irrespective of length.

(d) Controlled Composition: Any Composition, work or material recorded pursuant to this Agreement, which, in whole or in part, is written or composed, and/or owned or controlled, directly or indirectly, by Artist, or in which Artist has a direct or indirect interest in the income to be derived therefrom or from the copyright thereof.

(e) Delivery, deliver, and delivered: The thorough and complete performance by Artist of all of Artist's and their obligations hereunder with respect to such Masters, and the approval by Company of such Masters, and will include delivery to Company of all consents, approvals, licenses, clearances, out-takes, copy information, credits and other material required by Company and its distributor(s) and licensees to release records embodying such Masters and to manufacture album covers and other packaging therefor. Such terms refer to the actual receipt by Company of a completed, fully-edited, mixed, and equalized master recording, in the digital format customarily used by Company for the manufacture and distribution of records for each configuration of each Master comprising the applicable MRO. Each Master will be deemed to be satisfactory if it (i) meets Company's technical requirements in connection with the manufacture and sale of records, (ii) embodies performances by Artist that are "first-class" (as that term is generally understood in the record industry), (iii) is at least of the same quality and same style of music as Artist's prior recorded performances delivered and accepted hereunder, and (iv) is commercially satisfactory; provided, however, a Master shall be deemed commercially satisfactory if the musical composition recorded therein has been approved by Company. Artist's delivery obligation will include the delivery of a track-by-track list identifying the performers on each Master and describing their performances. Upon the request of Company, Artist will re-record any Composition until a commercially satisfactory Master will have been obtained. Only Masters delivered in full compliance with the provisions of this Agreement will be applied in fulfillment of Artist's MRO and no payments will be made to Artist in connection with any Masters which are not in full compliance. For the purposes of calculating any time periods associated with Delivery of any MRO, Delivery will be deemed to have occurred upon the last day of the month in which Company has accepted as satisfactory hereunder all of the Masters constituting such MRO.

(f) Electronic Transmission(s): Any transmission to a consumer, whether sound alone, sound coupled with data, and/or sound coupled with a visual image, in any form, analog or digital, now known or hereafter developed (including without limitation direct broadcast satellite, point-to-multipoint satellite, multipoint distribution service, point-to-point distribution service, cable systems, telephone systems, on-line services, the Internet and broadcast stations, whether over wire, through the air or a combination thereof), where a direct or indirect charge is made to receive the transmission.

(g) Master Recording or Recording: Any recording of sound, whether or not coupled with a visual image, fixed by any method, now known or later developed, and on any substance or material, now known or later developed and from which sounds, with or without visual images, can be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine, device or process.

BD

(h) Master: A master recording embodying Artist's performance of a single Composition, or a medley of Compositions, which is used or useful in the recording, production, manufacture, and/or exploitation of records.

(i) Materials: All Controlled Compositions, and all other musical, dramatic, artistic and literary materials, ideas and other intellectual properties furnished or selected by Artist or Producer and contained in or used in connection with Masters hereunder or the packaging, sale, distribution, advertising, publicity or other exploitation thereof.

(j) Production Costs: All amounts paid or incurred in connection with the production, conversion and delivery of Videos. Production Costs include, without limitation, 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, Artists, producers and other personnel, travel, per-diems, facilities, materials, customary services, and use of equipment).

(k) Record: Any reproduction or a master recording in any form now or hereafter known, devised or developed (including reproductions of sound alone, or together with visual images), from which sounds, with or without visual images, can be perceived, including but not limited to sound alone records, audiovisual records, interactive media, and electronic transmissions.

(l) Recording Costs: All costs and expenses incurred in connection with master recordings hereunder, including, without limitation, (i) all transportation, hotel and living expenses incurred by Artist and/or any producers in connection with such Masters; (ii) all costs of delivery to Company of the fully-edited Masters and other items which Artist is required to so deliver hereunder; (iii) wages, fees, advances and payments of any nature to or in respect of all musicians, vocalists, conductors, arrangers, orchestrators, engineers, producers, copyists, etc. and all other persons who render performances or services in connection with sessions; payments to a trustee or fund based on wages to the extent required by any agreement between Company and any labor organization or trustee, and any applicable and required union scale payments due to Artist, as well as payroll taxes and any other taxes required to be paid thereon; all cartage, instrument rental, studio and engineering fees; (iv) all mixing, re-mixing, mastering and re-mastering costs; (v) all amounts payable pursuant to any collective bargaining agreement between Company and any union representing Persons who render performances or services in connection with recording sessions; (vi) all advances or fees payable to any Producer or any other third party; (vii) costs for immigration clearances, trademark and service mark searches, clearances and registrations; (viii) all travel and living expenses (including per diems), if any, required for session participants; (ix) all costs for arrangements, orchestrations and copying; and (x) all other costs, expenses and payments commonly understood to be recording costs in the music industry.

(m) Side: One (1) continuous performance of material. Sides to be included on Masters delivered hereunder will have a playing time of greater than three (3) minutes, unless Company agrees to the contrary in writing.

(n) Statutory Rate: With respect to each Composition recorded and embodied in a Master hereunder, the minimum fixed (without regard to playing time) mechanical royalty rate in effect pursuant to the United States Copyright Act (the "US Rate") or the Canadian Copyright Act (the "Canada Rate") or the generally accepted rate negotiated by record companies and music publishers in Canada (as the context so requires) at the date of recording of such Master. For all purposes of this Agreement, in no event will the Canada Rate (expressed in the number of Canadian cents) payable hereunder with respect to a particular Composition embodied on a record Sold in Canada be greater than the US Rate (expressed in the number of US cents) payable hereunder if the applicable record has been manufactured for distribution in the United States.

(o) Territory: The Universe.

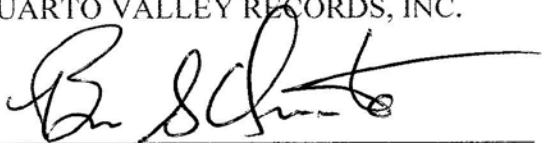
(p) Video: An audiovisual work owned or controlled by Company featuring, primarily, the audio soundtrack of one (1) or more Masters in synchronization with a visual rendition of Artist's performances and/or other performances and/or images.

(q) Webcasts: Presentations or programs delivered via the Internet or another computer or electronic network linking consumers and entertainment providers.

(r) Each other expression used herein, unless herein separately defined, will have the meaning commonly understood in the entertainment industry

The effective date of this Agreement shall be the first date written above.

QUARTO VALLEY RECORDS, INC.

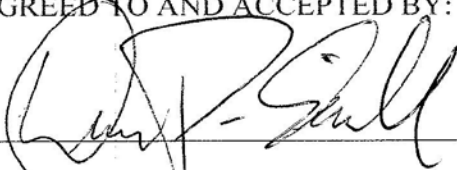


By: Bruce S Quarto

President/CEO

5-15-18

AGREED TO AND ACCEPTED BY:



Dennis Seiwel

SSN: 190-32-2985

Phone:

818 719 9800

Email: DennisSeiwel@QVR.com

DOB: 7/10/43



EXHIBIT A: RIGHT OF FIRST REFUSAL AGREEMENT

A handwritten signature in black ink, appearing to be 'DS' or similar initials, located in the bottom right corner of the page.



Right of First Refusal Agreement

This Right of First Refusal Agreement dated as of September 12, 2017 is between Denny Seiwell of 22451 Martha St. Woodland Hills, Ca 91367 ("Seiwell") and Quarto Valley Records, Inc. ("QVR") of 20750 Ventura Blvd, Suite 342, Woodland Hills CA 91364.

Whereas Seiwell is a performer wishing to record an album of master sound recordings (the "Album"), and Whereas QVR wishes to acquire the right of first refusal to release the Album, QVR and Seiwell hereby agree to the following:

- QVR shall gift to Seiwell the sum of Fifteen Thousand Dollars (\$15,000.00) as a budget for recording the Album.
- QVR shall bear no cost or expenses related to production of the Album in the event that recording costs exceed \$15,000.00.
- Seiwell shall supply QVR with label copy for each of the compositions recorded for the Album and shall supply QVR with fully mastered listening copies of the Album upon completion.
- Seiwell shall give to QVR the right of first refusal to commercially release the Album.
- QVR shall have a period of 90 days (ninety days) from receipt of the fully edited and mastered Album to consider whether to formally release the Album.
- If QVR chooses to exercise this option and agrees to release the Album, QVR and Seiwell shall enter into a formal recording agreement upon terms mutually agreeable to both parties.
- Furthermore, the \$15,000.00 recording budget money given prior to the formal recording agreement will be considered an advance against royalties and no further advances are required, unless mutually agreed upon between QVR & Seiwell.
- If QVR chooses to not exercise this option, Seiwell shall retain ownership of the master recordings in the Album and the parties shall have no further obligation to each other.

Our signatures below acknowledge acceptance of and agreement to the terms of this Agreement.

Denny Seiwell

EIN/SS#:

190/32/2985

D.O.B: 07/10/1943

Quarto Valley Records, Inc.

Bruce S. Quarto,

President & CEO

EXHIBIT B: LIST AND DESCRIPTION OF PURCHASED MASTERS

INSTRUMENT OF TRANSFER

1. **TRANSFER OF RIGHTS:** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Dennis Seiwel ("Artist"), sells, assigns and transfers to Quarto Valley Records ("Company"), its successors and assigns, absolutely and forever, the entire right, title and interest in and to the Assigned Masters embodying the performances of Artist, the Assigned Masters themselves, and all records made therefrom (including the copyright in such Assigned Masters for the full term of copyright and any renewal and/or extension of such copyright), together with the performances embodied therein, throughout the entire world.

2. **ADDITIONAL DOCUMENTS:** Promptly upon Company's request and without further consideration, Artist will execute and deliver to Company such additional Instruments of Transfer and other documents regarding the aforementioned Assigned Masters as Company may reasonably request, and Artist hereby appoints Company as Artist's authorized agent and attorney-in-fact to sign such documents in Artist's name and to make appropriate disposition of them, provided they are consistent with the agreement being entered into by the parties simultaneously herewith.

ASSIGNED MASTERS

Title	Songwriter(s)	Publisher(s)	Time
Midnight Meatballs	John Chiodini	Ginger Q Music ASCAP	3:29
April Child	Moacir Santos / Jay Livingston / Raymond B Evans	Jay Livingston Music Inc / Northridge Music Company / St Angelo Music ASCAP	5:17
Curumim	Cesar Camargo Mariano	EMI April Music Inc ASCAP	5:21
Live And Let Die	Paul McCartney / Linda McCartney	EMI Unart Catalog BMI / MPL Communications ASCAP	4:57
Muster The Gumption	Joe Bagg	Joe Bagg Music BMI	5:05
Cheetahs & Gazelles	John Chiodini	Ginger Q Music ASCAP	4:33
I Fall In Love Too Easily	Sammy Cahn / Julie Styne	Penny Farthing Music o/b/o Applause And Encore Music / EMI April Music Inc o/b/o EMI Feist Catalog Inc ASCAP	4:35
Amber	John Chiodini / Elaine Miles	Ginger Q Music ASCAP / InkPay ASCAP	5:33
Baby Mama	Joe Bagg	Joe Bagg Music BMI	4:32
Cascades of the Seven Waterfalls	Jose Alexandre Malheiros Filho	Jazz Carnival Music Bertrami BMI	4:07
Cold Duck Time	Eddie Harris	Seventh House Ltd BMI	3:35
Dropping Darkness	Joe Bagg	Joe Bagg Music BMI	4:35

