

RICHFISH
c/o Law Offices of Daryl D. Jones P.C.
1 Central Park West
New York, NY 10023

Maxie Ryles

Date: 07/02/18

Re: Exclusive Artist Recording Deal Memorandum Agreement

Dear

Maxie Ryles

M.R. The following, when signed by all parties hereto, shall set forth the material terms and conditions of an exclusive artist and, co-publishing agreement (the "Agreement") between Fluvia Foreign aka (also known as) Maxie Ryles (sometimes, "Artist") and us (sometimes, "Company") wherein Artist shall provide to Company, Artist's exclusive recording and other services and grant to Company certain other exclusive rights during the Term (as defined below), throughout the Universe, as contemplated herein below. For convenience, all references to "you" and/or "Artist" shall be deemed to include you and any company you form to furnish your services, individually and jointly. The parties further acknowledge that this letter shall supersede all letters, contracts, agreements, or other communications by and between the parties hereto (including without limitation, by and between their respective agents, attorneys and so forth) prior to the above date regarding the subject matter hereof.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Artist and Company, the parties hereby agree that the terms of this agreement shall be as follows:

M.R. 1. **Term and Product Commitment:** The term of this Agreement (the "Term") shall commence and continue until the date of twelve (12) months after the delivery to Company and commercial release of the Minimum Recording Commitment, (defined below) for such Contract period (the "Initial Period"). Artist hereby irrevocably grants Company Five (5) separate consecutive options of twelve (12) months each after the delivery to Company and commercial release of the Minimum Recording Commitment for such Contract Period (each, an "Option Period," it being understood that for convenience, the Initial Period and any Option Period may sometimes individually be referred to herein as a "Contract Period"). Each Option Period will be deemed to have been automatically exercised as of the date the prior Contract Period hereunder expired, unless Company notifies Artist that Company is terminating the Term, which Company may do at any time, and thereafter be relieved of any further obligations to Artist hereunder, other than accounting to Artist hereunder for Company's ongoing exploitation of materials delivered hereunder. During each Contract Period, Artist shall (a) record for Company master recordings embodying Artist's performances ("Minimum Recording Commitment") sufficient to constitute one (1) album of customary playing time ("Album") (b) appear for photo shoots, meetings, "showcases" and other promotional activities, and (c) perform such other services as reasonably requested by Company. Each Album hereunder shall: (i) contain at least ten (10) new Masters technically and commercially satisfactory to Company, which minimum number may be subject to increase by Company hereunder to the extent required under the Distribution Agreement; and (ii) be Delivered to Company on or before one hundred and twenty (120) days after commencement of the applicable Period. For the avoidance of doubt, mixtapes released during the Term herein shall not be deemed Albums counted towards the Minimum Recording Commitment.

2. Recording Costs: Company will pay all Recording Costs in connection with Master Recordings made under this agreement not in excess of an approved budget designated solely by Company. All Recording Costs shall constitute advances and shall be charged against and recoupable from any and all royalties accruing hereunder.

3. Advances/Royalties/Receipts/Mechanical License:

M.R. (a) In consideration of Artists full and complete performance of the terms hereof, Company shall pay to Artist an in-pocket advance of Five Thousand Dollars (\$5,000), the receipt and sufficiency of which is hereby acknowledged, payable upon full execution of this Agreement. In further consideration of your full and complete performance of the terms hereof, Company shall also pay to Artist fifty percent (50%) of the "net advances, royalties, or receipts" actually received by Company from the exploitation of Artist's Recordings or other materials concerning Artist. In calculating net advances, royalties, or receipts, Company shall be entitled to deduct all third party costs and expenses concerning Artist, including, but not limited to monies payable to third party producers, mixers and re-mixers, monies paid for marketing, promotion, shopping, artist development, manufacturing and Company's legal fees in negotiating agreements relating to Artist.

(b) All monies paid directly to Artist, or all reasonable direct, actual, documented out of pocket expenses incurred by Company on Artist's behalf in connection with this Agreement (other than recording costs) shall constitute advances against Artist's share of net advances and royalties hereunder.

(c) **Mechanical License Provisions.** All compositions, songs written or controlled in whole or in part by the Artist ("Controlled Compositions.") will be licensed to Company for the U.S. and Canada for seventy-five percent (75%) of the minimum statutory rate as of the last date for timely Delivery of the Masters concerned with respect to Albums. There will be a maximum of two (2) times, five (5) times and ten (10) times 75% of the rate for all Controlled Compositions on each single, EP and album, respectively, and other customary reductions.

4. Distribution Agreement:

(a) It is the intention of the parties that Company will enter into one (1) or more agreements for the distribution of Artist's material hereunder (each, a "Distribution Agreement") with one or more distributors (each, a "Distributor").

(b) Without limiting the provisions of this agreement, Artist shall comply with all of the terms and conditions as may be set forth in any Distribution Agreement, including, without limitation, re-recording restrictions; video production requirements; recording commitment and provisions; greatest hits provisions; group provisions; side artist provisions; and provisions concerning websites. Except as otherwise limited herein, in the event the Distribution Agreement entered into by Company contains or provides for additional rights to the benefit of the Distributor for the entire agreement or for an individual contract period which are beyond and greater than the grant of rights and terms and conditions set forth herein, such as, but not limited to additional option periods, Artist agrees to be bound by such terms and conditions. Artist hereby agrees to duly execute any letters of inducement that may be required pursuant to any Distribution Agreement and any other documents necessary or desirable to effectuate the terms of this Agreement or of the Distribution Agreement that may be required by the Distributor or Company. In the event that Artist shall fail or refuse to execute any such letter of inducement or other documents within five (5) business days after Company requests that Artist do so, Artist hereby appoints Company as its attorney-in-fact to execute such letter of inducement in Artist's name and on Artist's behalf. Such power of attorney is irrevocable and coupled with an interest.

(c) If a Distribution Agreement expires prior to the date this Agreement would otherwise expire, Company shall have the option to reinstate the Term as of the date Company elected to conform the Term to the term of the Distribution Agreement.

5. Creative Control: All creative decisions, including, without limitation, selection of producers and studios, compositions etc., as well as the selection of budgets associated with any of the above, shall be determined by Company, in consultation with Artist. Company's decision shall be final.

6. Ownership: Artist hereby agrees that all materials created hereunder and all results and proceeds of Artist's services and other services hereunder, including all Recordings made or delivered during the Term (including, but not limited to, outtakes, mixes, remixes and other versions thereof), all artwork (including, but not limited to, photographs and distinctive logos and designs connected thereto), all videos, and all other materials representing any results or proceeds of Artist's services and other services hereunder (but specifically excluding any underlying musical compositions) (all such materials, results and proceeds being sometimes collectively called the "Materials").

will, from the inception of creation, be forever regarded throughout the universe as "works made for hire" for Company.

7. Co-Publishing/Co-Administration:

(a) For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

(i) Artist hereby irrevocably and absolutely assigns, conveys and sets over to Company an undivided Zero (0%) percent interest in his worldwide copyright (and all renewals and extensions thereof) and all other rights in and to each "Controlled Composition." A "Controlled Composition" is defined as a composition written or composed, in whole or in part, by Artist prior to or during the Term, which is recorded hereunder. M.R.

(ii) Company shall have the exclusive right to be the administrator of each such Controlled Composition, and shall be entitled to exercise any and all rights with respect to the control, exploitation and administration of the Controlled Composition, including, without limitation, the right to grant licenses, collect all income and to use the name, likeness and biographical material of each composer, lyricist and songwriter hereunder in connection with each applicable Controlled Composition for the full term of copyright (including all renewals and extensions thereof) in and to each Controlled Composition; and

(iii) Artist represents and warrants that the Controlled Compositions are original and do not infringe upon or violate the rights of any other person and that Artist has the full and unencumbered right, power and authority to grant to Company all of the rights herein granted to Company. Artist hereby indemnifies Company against any loss, damage or expense (including reasonable outside attorneys' fees) in respect of any claims, demands, liens or encumbrances. Company shall have the benefit of all warranties and representations given by the writer of the Controlled Compositions.

(b) Any assignment made of the ownership or copyright in, or right to license the use of, any Controlled Compositions referred to in this paragraph shall be made subject to the provisions hereof. The provisions of this paragraph are accepted by Artist on its own behalf and on behalf of any other owner of any Controlled Compositions or any rights therein.

(c) Artist shall execute and deliver to Company any documents (including, without limitation, assignments of copyright) which Company may require to vest in Company and/or its designees, the copyright and other rights herein granted to Company in respect to each Controlled Composition. If Artist shall fail to promptly execute such document within five (5) business days after Company's request that Artist do so, Artist hereby irrevocably grants to Company a power of attorney to execute such document in Artist's name.

(d) Artist shall not sell, transfer, assign or otherwise dispose of or encumber her interest in the worldwide copyright and all other rights in and to the hereunder without first offering same to Company in writing, at the same price and upon the same terms, conditions and comparable quality as any such sale, transfer, assignment or encumbrance. (This notice shall set forth the name of the prospective purchaser, the price and all other material terms of such offer). Company shall have a period of sixty (60) days from the date of the receipt of the written notice from Artist in which to notify Artist of its willingness to accept or reject such offer on the same terms and conditions as set forth as the prospective purchaser. If Company rejects such offer, Artist may enter into an agreement with such purchaser on terms not less favorable to Company than those terms offered to Company.

8. Royalty Accountings: Company shall use its reasonable efforts to have you accounted to and paid directly via an irrevocable letter of direction from the Distributor (subject to repayment of any advances), failing which Company will compute your royalties as of each June 30th and December 31st for the prior six (6) months, in respect of each such six (6) month period in which there are sales or returns of Records or any other transactions on which royalties are payable to you hereunder or liquidations of reserves established previously. If direct payment is not made by the Distributor, then on or before the next October 31st or April 30th Company shall send you a statement covering those royalties and shall pay you any royalties which are due after deducting un-recouped monies. Company or Distributor shall have the right to maintain reasonable royalty reserves against anticipated returns and credits.

9. Passive Participation:

(a) Company will be entitled to receive and Artist shall pay, or (wherever possible) Artist shall instruct all applicable third parties pursuant to irrevocable letters of direction to pay to Company Thirty percent (30%) (the M.R.

"Company Share"), of Artist's "gross earnings" (as defined below) during the "Participation Period" (which is defined as the Term hereof, it being understood that the length of the Participation Period may be modified to conform to the provisions of the Distribution Agreement, including any so called "post term" participations provided for therein). For purposes of clarification, the Company Share shall not apply to paragraphs 7, 10, and 11. Company shall participate in these paragraphs income pursuant to the percentages outlined in paragraphs 7, 10, and 11.

(b) The term "gross earnings" as used herein shall mean and include any and all gross monies or other consideration (without any exclusion or deduction except as provided for herein) due to Artist as a result of Artist's activities in and throughout the entertainment industry, whether as a musical performer, singer, musician, engineer, producer, director, actor, model, producer, personality, presenter, celebrity, songwriter, composer or otherwise, and including, without limitation, any and all gross sums resulting from the use of Artist's creative talents and the results and proceeds thereof. Without in any manner limiting the foregoing, the Company Share shall be payable with respect to Artist's gross earnings derived from any and all of Artist's activities in connection with motion pictures, television, radio, musical material, theatrical engagements, personal appearances, public appearances in places of amusement and entertainment, records and recordings, publications and the use of Artist's name(s), likeness(es) and talents for purposes of advertising and trade, endorsements, sponsorships, etc.

(c) The term "gross monies or other considerations" as used herein shall include, without limitation, salaries, earnings, fees, royalties, bonuses, shares of profit and other participation, shares of stock, partnership interests, percentages and the total amount paid for a packaged television or radio program (live or recorded), motion picture, or other entertainment package, earned or received directly or indirectly by Artist or Artist's heirs, executors, administrators or assigns, or by any other person, firm or corporation on Artist's behalf. "Gross monies" shall also include any payments for termination of a contract, agreement or employment, or any monies or property recovered in connection with any litigation or arbitration pertaining to such contract, agreement or employment (but only to the extent such recovered monies represent compensation for lost wages or profits otherwise commissionable hereunder) and any amounts paid by Artist's employer or party with whom Artist has a contract or agreement, directly to Artist's creditors, either by virtue of legal process or otherwise, or paid to any person on Artist's behalf, less any costs and expenses paid by Artist in connection with any such recovery, including, without limitation, court costs and reasonable outside attorney's fees.

10. Merchandise Rights: Artist hereby grants to Company and its licensees the exclusive right, throughout the Universe, during the Participation Period, to use and authorize the use of Artist's name, portraits, pictures, likenesses and biographical material, either alone or in conjunction with other elements, in connection with the sale, lease, licensing or other disposition of merchandising rights, including sponsorships and endorsements. For the rights granted by Artist to Company in this paragraph, Company shall credit Artist's account with fifty percent (50%) of Company's net receipts derived from the exploitation of such rights, after deducting all costs and payments relating thereto, accounted to Artist in the manner otherwise provided herein.

11. Fan Club Rights: Artist hereby grants to Company and its licensees the exclusive right throughout the Universe during the Participation Period and the non-exclusive right thereafter, to operate one or more so-called "fan clubs" associated with Artist, including, without limitation, any online version of such fan club, and to conduct all customary activities in association therewith, such as (without limitation) exclusive pre-sale ticket offerings to subscribers for Artist's touring activities, and to use Artist's name and likeness, autographs, logos and other identifications pertaining to Artist, and artwork in connection therewith, and to register one or more domain names using Artist's name and any other URLs relating to Artist in conjunction with such activities. For the rights granted by Artist to Company in this paragraph, Company shall credit Artist's account with fifty percent (50%) of Company's net royalty receipts derived from the exploitation of such rights, after deducting all costs and payments relating thereto, accounted to Artist in the manner otherwise provided herein.

12. Name and Likeness:

(a) Company and any Person authorized by Company each shall have the irrevocable right throughout the universe, and may grant to others the right, to reproduce, print, publish, or disseminate in any medium Artist's approved individual and professional names, approved portraits, approved pictures, approved likenesses and approved biographical material, for all purposes herein, including but not limited to as news or information, or for the purposes of trade, or for advertising purposes.

(b) Company shall have the exclusive right to establish and maintain the official Artist-branded digital sites having the URL xxxxxxx.com or any similar designation based on or containing Artist's professional name.

13. Breach: The failure by either party to perform any of its material obligations hereunder shall not be deemed a breach of this agreement unless the party alleged to be in default is given written notice of such failure to perform and such failure is not corrected within thirty (30) days from and after receipt of such notice.

14. Miscellaneous: This Agreement shall be deemed to have been entered into in the State of New York and the validity, interpretation and legal affect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The courts located New York County (state and federal), only, will have jurisdiction of any controversy regarding this Agreement; any action or other proceeding which involves such a controversy will be brought in those courts and not elsewhere. In the event of any action, suit or proceeding arising from or based upon this contract brought by either party hereto against the other, the prevailing party shall be entitled to recover from the other its attorneys' fees in connection therewith in addition to the costs of such action, suit or proceeding.

15. Entire Agreement: Company and Artist presently contemplate entering into a more formal, long-form agreement embodying the material terms and conditions set forth herein, and such other standard terms are commonly found in exclusive recording and co publishing agreements. Until the full execution of such long-form agreement, however, Company and Artist agree and acknowledge that this Agreement

(a) will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, estates, administrators and executors; (b) embodies the sole and entire agreement of the parties in respect of, and supersedes all prior oral or written understandings between them concerning the subject matter hereof; and (c) may not be canceled, amended, discharged or waived, in whole or part, except by a written instrument signed by all parties hereto. This Agreement may be executed via facsimile and in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument.

16. Advice of Independent Legal Counsel: ARTIST ACKNOWLEDGES THAT

(a) ARTIST HAS REVIEWED THIS AGREEMENT WITH ARTIST'S INDEPENDENT LEGAL COUNSEL OR HAS KNOWINGLY AND WILLINGLY DECLINED THE OPPORTUNITY TO REVIEW IT WITH SUCH COUNSEL, (b) ARTIST'S FAILURE TO REVIEW THIS AGREEMENT WITH ARTIST'S LEGAL COUNSEL SHALL IN NO WAY IMPAIR THE LEGALLY BINDING NATURE OF THIS AGREEMENT, (c) THIS AGREEMENT HAS BEEN COMPLETELY READ BY ARTIST, AND (d) ARTIST FULLY UNDERSTANDS AND VOLUNTARILY ACCEPTS ALL OF THE TERMS AND CONDITIONS HEREOF.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first set forth above.

RICHFISH

By: 

An Authorized Signatory

ACCEPTED AND AGREED TO:

By: 

DOB: 

SS#: 