INDEX NO.

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EXCLUSIVE ARTIST AGREEMENT

This agreement dated as of August 22, 2018 by and between 22 ons, LLC ("Company") located at 8581 Santa Monica Blvd, Suite 122, West Hollywood CA 90069 and Ariel ly a "ARI B" ("you" or "Artist") located at 25 Old Farm Rd, Newton, MA 02459, will collectively confirm your and Company's agreement with respect to your exclusive artist services as set forth herein (the "Agreement").

In consideration of the mutual promises below, the parties hereby agree as follows:

- Scope of Rights. Company hereby engages you to (a) provide exclusive personal services as a recording artist, (b) grant certain exclusive rights as to the licensing of the professional name "ARI B" (the "Name"), Artist's likeness and other intellectual property in connection with Artist and the Name and (c) grant such other interests as further set forth herein.
- 2. Territory. Universe.
- 3. Term.

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- (a) The term hereof (the "Term") shall consist of an initial period (the "Initial Period") commencing on the date hereof and two (2) consecutive option periods (each, an "Option Period"), exercisable at Company's sole discretion. The Initial Period and Option Periods are each referred to herein as a "Contract Period."
- (b) During the Initial Period, you will record and deliver one (1) Album ("Album 1") or Album Equivalent, plus a reasonable number of additional Masters as requested by Company to be exploited as singles and/or bonus material (the "Initial Recording Commitment"). It is acknowledged that Artist has already delivered 4 masters towards Album 1 (listed on Exhibit A), for which Artist funded in the amount of \$45,000. During each Option Period, you will record and deliver one (1) Album or Album Equivalent, plus a reasonable number of additional Masters as requested by Company to be exploited as singles and/or bonus material (the "Option Recording Commitment"). The Option Recording Commitment for the first Option Period is referred to herein as "Album 2" and the Option Recording Commitment for the second Option Period is referred to herein as "Album 3". The Initial Recording Commitment and the Option Recording Commitment(s) shall be individually and collectively referred to herein from time to time as the "Minimum Recording Commitment". Each Contract Period shall expire 18 months following your delivery and Company's acceptance of the Minimum Recording Commitment for that Contract Period (but except as otherwise set forth herein a period shall never exceed 2 years). As used herein, "Album" shall be defined as a long play record comprised of no less than ten (10) newly recorded Masters and an "Album Equivalent" shall be defined as a minimum of ten (10) Masters recorded in connection with the same Album project. Any recording embodying Artist's performance, regardless of format or technology, is referred to herein as a "Master." In order to satisfy the Minimum Recording Commitment each Master must: (i) consist of newly recorded performances of previously unreleased compositions (e.g., it cannot be a "remix" of a previously released composition, etc.); (ii) have a running time of no fewer than three (3) minutes; (iii) embody your performance as the sole featured artist (but any mutually approved master also embodying a feature will also be accepted); (iv) not embody solely an instrumental performance; and (v) not contain any composition designed to appeal to a specialized or limited audience (e.g., gospel, opera, children's music).
- The option for each Option Period (the "Option") shall be exercised, if at all, by Company via written notice given to you at any time prior to the expiration of the then current Contract Period, subject to the next sentence. In no event shall the Term expire due to Company's failure to exercise the Option unless you have given Company written notice of such failure and Company shall fail to give you notice exercising the applicable option within fifteen (15) business days after its receipt of your notice to Company.
- Notwithstanding anything to the contrary herein, Artist shall be entitled to enter into a new recording agreement with a third party following the delivery and Company's acceptance of Album 3 provided that: (i) no newly recorded Masters are promoted or released prior to the date that is seven (7) months after the commercial release of the last Album recorded hereunder (which must be commercially released within seven (7) months of delivery) and (ii) such new recording agreement does not otherwise adversely impact any of Company's ongoing rights.