

## AGREEMENT

This agreement (the "Agreement"), between Fortune Wind Digital Services Limited and its partner company, Symphonic Distribution, with registered office at 6 Essien Etim close, Ikot Effa, Calabar, Cross River State, Nigeria, and Suite 400, 707 N. Franklin St. Tampa, Florida, United States, herewith collectively referred to as (FWDigital)

And....., with address at ..... ("Client") (collectively, the "Parties"), is entered into as of \_\_\_\_\_ (the "Effective Date").

1. Background.

A. Fortune Wind Digital Services Limited is a music services company structured to develop, aggregate, distribute and monetize creatives and their works. Our core goal is to get our creatives' projects to the nooks and crannies of the globe through good partnership with distributors and digital service providers ("DSP"), the world over.

B. Symphonic is a music services company providing digital distribution, related marketing and other services in connection with audio recordings and audiovisual recordings, among other things. Symphonic aims to deliver content from client's (artists, record labels, distributors, etc.) to digital service providers ("DSPs") located around the world that specialize in the reselling/displaying of audio and audiovisual recordings through streaming, distribution, and mobile platforms. Pursuant to the terms of this Agreement, Client has selected Symphonic to exclusively distribute Client Content to DSPs.

2. Client Content; Services.

(a) Appointment as Sole Distributor (for Client Content Only). Client agrees that this Agreement is exclusive during the Term and throughout the Territory for the distribution of Client Content by FWDigital via any and all digital and electronic distribution means and media (whether now known or existing in the future). Client grants FWDigital the exclusive right to create digital and/or electronic copies and compilations, to distribute, to sell copies, to stream and to publicly perform, to sublicense and to otherwise exploit Client Content via electronic, digital and mobile platforms during the Term. Client shall not, during the Term, license or attempt to license Client Content to DSP's without prior written approval from FWDigital. All pre-existing relationships with outside DSP's related to Client Content, if any, are to be disclosed to FWDigital at the time of entering into this Agreement. During the Term, Client shall not itself make Client Content available via any electronic, digital or mobile platform or channel.

**By reason of this agreement, client gives Fortune Wind Digital Services and its partners the first right of refusal for all, and any new projects they have in future.**

(b) DSPs. FWDigital agrees to distribute and license Client Content to DSPs that sell, distribute, transmit, stream, perform or otherwise exploit sound and/or audiovisual recordings by all means and media available, and to collect all income deriving therefrom. FWDigital shall (a) solicit and service the DSPs, (b) secure the encoding of each Recording in format(s) required by the DSPs, (c) process the delivery of the recordings to the DSPs, and (d) collect amounts due from the DSPs for payment to Client, subject to the terms and conditions of this Agreement, including, without

limitation, Client Royalty (as defined below) account Threshold (as defined below) requirements outlined in this Agreement.

(c) Marketing. Promptly following the full execution of this Agreement, Client shall supply FWDigital with a reasonable number of ID Materials (as defined below). All ID Materials furnished by Client to FWDigital, posted on Client's website or social media channels, or previously approved by Client at any time will be deemed approved by Client for use by FWDigital in connection with Client Content hereunder, and FWDigital will also have the right to create and use additional, basic marketing materials embodying the ID Materials to promote and expose Client Content. For the avoidance of doubt, FWDigital shall have the right, but not the obligation to use the ID Materials to promote Client's brand on FWDigital's website and/or social media channels. Client agrees to use reasonable efforts to independently promote the Client Content during the Term, including, without limitation by sharing promotional assets produced by FWDigital hereunder on Client's social media channels.

3. Additional Services. The following additional services are included under this Agreement:

(a) DSP Playlist Pitching & Features. FWDigital will use commercially reasonable efforts to promote individual recordings delivered hereunder for inclusion on official and unofficial playlists on DSPs, as deemed appropriate for the particular recording by FWDigital. FWDigital does not guarantee and shall not be responsible for the placement of any recording(s) on any playlist(s). FWDigital will not be required to and shall not notify Client if a recording is added or removed from a playlist.

*i. **FWDigital shall by all legitimate means possible find ways to promote and enhance the performance of client's works at client's expenses but, this shall be as at when and how it deems fit.***

(b) YouTube Content ID. FWDigital will use commercially reasonable efforts to (i) identify exploitations by unauthorized third parties of Client Content via the YouTube platform; and (ii) negotiate and document settlement, licensing, monetization and similar agreements with such third parties on behalf of Client in respect of such exploitations, the terms of which such agreements shall be determined by FWDigital in its sole reasonable discretion. Any Client Content will only qualify for such YouTube Content ID services if such Client Content is one hundred percent (100%) owned and controlled by Client and does not include any third-party materials or public domain contributions. Notwithstanding anything to the contrary contained in this Agreement, Client will be entitled to [70%] of the Royalties actually collected by FWDigital as a result of YouTube Content ID services or credited to FWDigital against a previously received advance in respect of Client Content.

(c) YouTube Compositions. FWDigital will assist Client with the implementation of industry standard best practices for the collection of YouTube revenues in connection with the underlying musical compositions embodied in Client Content. Notwithstanding anything to the contrary contained in this Agreement, Client will be entitled to [70%] of the Royalties actually collected by FWDigital as a result of YouTube Compositions services with respect to such compositions.

(d) SoundExchange (Digital Performance Collection). Without limiting the grant of rights hereunder, FWDigital will be entitled to collect 100% of all SoundExchange income, which is payable as the so-called "sound recording copyright owner" or "label" share and which relates to Client Content during the Term. Notwithstanding anything to the contrary contained herein, Client will be entitled to [70%] of such income.

(e) Catalog Transfer from Other Distributors. In the event that there are more than 100 previously released recordings being transferred from Client's prior distributor to us for distribution

hereunder, We will use commercially reasonable efforts to facilitate such transfer on Client's behalf; and if there are 100 or fewer previously released recordings being transferred from Client's prior distributor to Us for distribution hereunder, We will provide Client with information on how to facilitate such transfer via Our systems; provided, in all cases, that Client shall give us satisfactory evidence (in our sole discretion) of Client's rights in and to the recordings being transferred and the release thereof by such prior distributor.

4. Delivery; Storage.

(a) Delivery Procedures.

(i) FWDigital's Client shall deliver its Content to FWDigital via digital/online drive, [www.wetransfer.com](http://www.wetransfer.com) or store and shared via a hardware storage device (device must be virus free). Client Content shall be delivered promptly following the execution of this Agreement and during the Term at Client's own expense. Client Content shall be technically and commercially satisfactory to FWDigital and shall be delivered in first-class commercial quality, in compliance with the market standard specifications and all marketing and related materials shall bear an appropriate copyright notice. Where applicable, Client shall provide administrative logins and access for digital or streaming channels. Delivery will not be deemed complete until FWDigital provides written confirmation thereof. Denial of Client Content may occur for various reasons and as outlined in paragraph 13.

(b) Updates (Redelivery, Mistakes, File Replacements). Client must use commercially reasonable efforts to ensure that its material is correct and final prior to delivering to the Distribution Department for approval and delivery to DSPs. Requests for changes are to be submitted to FWDigital. During the Term, Client may not contact any DSP directly. FWDigital cannot guarantee that any DSP will acknowledge or agree to any requested change(s). Client agrees to provide FWDigital with replacement files, if requested, for purposes of re-delivery. For the avoidance of doubt, the provisions of this paragraph 4(d) and paragraph 4(c) above do not, and shall not be deemed to, impose or impart any storage, backup or retrieval obligations on FWDigital with regard to Client Content.

(c) Takedowns. If FWDigital takes down any Client Content for any of the reasons specified below, the following will apply: if FWDigital receives a takedown request from a DSP or other third party based on a credible copyright or trademark infringement claim (as determined by FWDigital in its discretion), FWDigital will debit the content owner/artiste a US \$20 processing fee per release. Further, if a takedown occurs based on Client's actions, omissions or violation hereof, including infringement of any third party's intellectual property (a "Claim"), Client further agrees to reimburse FWDigital for outside attorneys' and/or other miscellaneous legal fees and any damages or settlement payments resulting from such incident or Claim. A Claim under this paragraph is also subject to the provisions of Sections 10 and 11.

(d) DSP Specifications. Each DSP has a different standard or requirement for Client Content. FWDigital agrees to use commercially reasonable efforts to assist Client to meet each DSP's requirements.

5. Term; Territory.

(a) Term. The term of this Agreement will be for a period commencing on the Effective Date and ending on the later of (i) three (3) years from the Effective Date, and (ii) the last day of the monthly accounting period (the "Initial Period"). After the Initial Period, this Agreement will auto-renew under the same terms and conditions as are applicable during the Initial Period for successive three (3)-year periods (each, a "Renewal Period") until either party terminates the Term of the

Agreement as provided herein. Either party may terminate the Term of this Agreement by giving written notice (“Termination Notice”) to the other party no later than ninety (90) days prior to the end of the then current period. The effective date of such termination after receipt of a Termination Notice will be the expiration of the then current period. The Initial Period and Renewal Period(s), if any, are collectively referred to as the “Term.” Written notice to FWDigital will be considered sufficient when received via our online help center or at the address and method set forth in Section 17. Notwithstanding the foregoing, if either party sends a Termination Notice and FWDigital has not recouped any and all Advances (as defined below) paid hereunder as of the last day of the then applicable period, then the Term shall thereafter automatically renew on a month-to-month basis until the last day of the month in which either (i) Client’s Royalty account becomes fully recouped hereunder, or (ii) Client repays to FWDigital an amount equal to one hundred percent (100%) of Client’s un-recouped balance.

(b) Territory. The Universe (the “Territory”).

6. Fees, Royalties and Accounting.

(a) Client Royalty Details (all but, selected stores’ fees in US dollars). As used in this Agreement, the term “Royalties” means the revenues actually received by FWDigital from DSPs and other third parties or credited to FWDigital against an advance previously received by FWDigital in respect of the Client Content, less any fees imposed by DSP’s or other third parties. Subject to the recoupment of all Advances, Client will be entitled to [70%] of the Royalties actually received by FWDigital from exploitations of Client Content hereunder or credited to FWDigital against an advance previously received by FWDigital in respect of the Client Content. Client must meet a Royalties-due Threshold of fifty dollars (\$50.00 USD) as of their last Royalty Statement posting for Client to request payment. The Threshold amount is subject to change at any time and Client shall be notified of any such change.

(b) Royalties. Payments are made in US dollars except payments for revenue locally generated. For the purposes of this Agreement, “Threshold” means that Client must generate a specific amount of accumulated Royalties to be eligible to claim payment. Failure to reach the Threshold will result in non-payment, and the unpaid Royalty amount will accumulate each month until the Threshold is met and at which time, Client can request payment.

(iv) Monthly Accounting/ Payments. FWDigital shall compute and report the total Royalties earned by Client on a quarterly basis. Monthly Royalty Statement reports are available electronically to Client approximately 60-70 days after a reporting month ends (“Monthly Submission Date”). For example, January reporting will occur at the end of March, February reporting at the end of April, and so on.

(A) Statements. Each Statement will include details and total Royalty amounts payable to Client, if any. Statements posted may include both the immediate previous month amount and additional previous months amounts. FWDigital cannot guarantee timely reporting and payment by all DSPs and thus, FWDigital Statements will include payments only for DSP payments FWDigital has received or which have been credited to FWDigital against an advance previously received by FWDigital in respect of the Client Content. Solely by way of example, some DSPs report to FWDigital on a quarterly basis. Client acknowledges and agrees that FWDigital will have no liability for DSPs’ late or otherwise untimely reporting or payment.

(B) Payment. In order to receive payment, Client must issue a payment request via mail when Royalty Statements are available. FWDigital shall issue payment to Client within

ten (10) business days of receipt of each such payment request. Client is required to identify the payment method (ACH, wire, PayPal, etc.) and in some instances, additional fees may apply for certain payment methods. Failure by Client to provide payment details or submit a payment request may prevent and/or delay FWDigital from paying any Royalty to Client.

(C) Statement Delay by DSPs. Should a statement not be given to FWDigital from a DSP in a reasonable amount of time, FWDigital will not be deemed in breach of contract for providing a statement on behalf of such DSP. FWDigital will use its reasonable efforts to report any DSP that has yet to provide a statement on a monthly basis. This report and notice will be accessible via the Help Desk and FWDigitalMS system.

(D) Additional DSP Fees. DSPs may impose additional fees that are outside of FWDigital's control. Such DSP fees may be deducted from revenues generated hereunder for the purposes of calculating Royalties (e.g. for voided transactions, promotional expenses, and publishing withholding, without limitation).

8. Third Party Obligations. Client shall be solely responsible for payment to its affiliated artists, licensees, producers and other persons responsible for the creation of any Client Content distributed under this Agreement. Client shall also be responsible for payments related to any applicable collective bargaining agreements, third-party licenses, music publishing licenses and other royalties pertaining to such Client Content. For the avoidance of doubt, in connection with the exploitation of Client Content under this Agreement, Client shall be solely responsible for any obligations or liabilities to such third parties related to such exploitation.

9. Intellectual Property Ownership. Client warrants and represents that it owns and/or controls all rights in and to all Client Content provided to FWDigital (including, but not limited to sound recordings, audiovisual works, compositions, ID Materials, artist names, writer names, song names, artwork and images) which are necessary for FWDigital to exercise the rights granted to FWDigital in this Agreement. Client also guarantees that it has secured written permission from any and all third parties whose performances and/or contributions are embodied in Client Content or underlying compositions. Client will not deliver any Client Content to FWDigital which is not owned and/or controlled by Client. If any portion of any material delivered to FWDigital hereunder contains content not owned and/or controlled by Client, and such material is subject to a third-party claim, Client will indemnify and hold FWDigital harmless in accordance with the terms in Section 11. Client further grants FWDigital a license to use Client's and Client's artists' and writers' copyrights, trademarks, names, sobriquets, biographical materials and approved likenesses, as well as the names, sobriquets and approved likenesses of any other person performing services in connection with Client Content (the "ID Materials") during the Term and throughout the Territory in connection with the exercise of FWDigital's rights hereunder, including, without limitation the distribution and promotion of Client Content, without further compensation to Client or any other person except as otherwise expressly stated in this Agreement. Notwithstanding anything to the contrary contained herein: (i) ID Materials provided by Client to FWDigital shall be deemed approved by Artist for use by FWDigital pursuant hereto; (ii) in any instance where Client's approval is required hereunder, Client's approval shall be deemed given if notice of Client's disapproval is not received by FWDigital within five (5) business days of FWDigital's request for approval; and (iii) FWDigital inadvertent failure to obtain Client's approval of any ID Materials shall not be deemed a breach of this Agreement nor shall such failure derogate from FWDigital's right to use such ID Materials hereunder. No use of any ID Materials by FWDigital hereunder will constitute an endorsement or implied endorsement by Client or any person of any activity, cause, philosophy, service or product (other than Client Content).

10. Termination and Breach.

(a) Client Content Remaining. Upon termination of the Term, FWDigital will actively seek takedowns for Client Content previously distributed under this Agreement. However, Client acknowledges that licenses granted by FWDigital to DSPs may remain in force for a time period after the termination of the Term. Client acknowledges and agrees that FWDigital will not be subject to any liability for previously distributed Client Content which remains with DSPs or third parties, except that FWDigital will continue to pay to Client any Royalties received for such Client Content or credited to FWDigital against an advance previously received by FWDigital in respect of the Client Content in accordance with Section 6(a) above.

(b) Payments. Upon expiration or termination of the Term, all Royalties received by FWDigital for Client Content will continue to be subject to the payment provisions set forth in Section 6 above. Upon completion of the month following expiration or termination, FWDigital will issue a final Statement to Client with all Royalties earned/accumulated for which FWDigital has received such information from DSPs. In the event additional Royalties accumulate in Client's account following the final Statement, FWDigital will provide any applicable Statement(s) to Client on a monthly basis and only at the written request by Client until no Royalty payments remain. The final payment is made during the next regularly scheduled monthly payment cycle and payments are not expedited following termination or canFWIDigitalation. No act or omission by either Party shall constitute a breach of this Agreement unless the party alleging breach first notifies the allegedly breaching party in writing setting forth such alleged breach and the allegedly breaching party does not cure the same, if capable of being cured, within thirty (30) days after the date of receipt of such notice.

(c) FWDigital Rights to Terminate. Regardless of other termination provisions, FWDigital reserves the right to terminate this Agreement anytime for any reason immediately upon written notice to Client. Grounds for termination may include, but are not limited to, disruption of or threat to FWDigital's business or relationships with DSPs, misconduct, improper manipulation of sales or streams, violation of another person's intellectual property, or breach of the terms of this Agreement. Notwithstanding anything to the contrary contained herein, if FWDigital terminates the Term of this Agreement on account of a breach of paragraph 10(d) by Client, (i) FWDigital shall have the exclusive right to collect any and all Royalties relating to the exploitation of the Client Content during the Term irrespective of when collected and to retain one hundred percent (100%) of all such royalties until such time as any Advance paid to Client hereunder is fully recouped (the "Recoupment Date"); and (ii) all of FWDigital's rights and interest in and to the Client Content shall revert to Client on a quitclaim basis on the Recoupment Date.

(d) Breach of Exclusivity/ Right to Cure: If Client fails to abide by the exclusivity provisions set forth in this Agreement, it will be considered a breach of this Agreement, subject to a thirty (30) calendar day opportunity to cure such breach. If Client fails to cure such breach within thirty (30) calendar days after the date of receipt of notice of same, in addition and without prejudice to all of FWDigital's other available rights and remedies at law and in equity, FWDigital will have the right to terminate the Term immediately upon notice at the sole discretion of FWDigital. For the avoidance of doubt, termination by FWDigital shall be a non-exclusive remedy for any breach of the exclusivity provisions by Client and nothing contained in this paragraph 10(d) shall preclude FWDigital from pursuing any other remedies available to FWDigital in the event Client fails to abide by exclusivity provisions contained herein.

(e) Attorneys' Fees. In the event of a dispute concerning the terms of this Agreement, the prevailing party shall be entitled to recover from the other Party reasonable outside attorneys' fees and costs incurred in such dispute.

(f) Illegal Boosting. Use of bots, third party tools, so-called "juicing" or any artificial method of fabricating or boosting the amount of Client Content streams is prohibited. If FWDigital suspects or learns that Client is engaging in this activity, FWDigital will withhold all funds related to Client Content that is the subject of such activity, until a resolution is reached wherein FWDigital's investigation determines that Client has not engaged in the prohibited activity and that Client is entitled to such funds.

(g) Copyrights/ Content Disputes. In the event that FWDigital receives a notice or claim of copyright, trademark or other legal-related dispute pertaining to Client Content, FWDigital will be entitled to withhold Royalties otherwise allegedly payable to the Client and related to such Client Content until the matter is concluded in a way where Client is determined to be the rightful copyright owner. Client further acknowledges that FWDigital cannot control the length of any dispute.

(i) If FWDigital receives a copyright or trademark infringement or other legal notice from third parties or partners regarding Client Content, FWDigital will notify Client. If Client does not respond within three (3) business days of FWDigital's notification of Client, FWDigital may issue and/or authorize takedowns for any affected Client Content. Further, in the event FWDigital issues takedowns related to any Client Content as a result of a legal notice based on a credible copyright or trademark infringement claim (as determined by FWDigital in its discretion), FWDigital will charge a \$20 USD fee per release subject to takedown.

(ii) In addition to the above, FWDigital may request documentation to support the ownership or control by Client of Client Content and/or ID Materials from Client at any time. Failure to provide documentation within three (3) business days of FWDigital's request for same may result in non-payment of royalties, takedown of content, and immediate closure of Client's account, all at FWDigital's election.

## 11. Indemnification.

(a) FWDigital shall have the right, but not the obligation, to prosecute, defend, settle and compromise all suits and actions respecting the rights granted to FWDigital hereunder in respect of Client Content, and generally to do and perform all things necessary concerning such activities and the copyrights therein, and to prevent and restrain the infringement of copyrights or other rights with respect to Client Content. In the event of the recovery by FWDigital of any monies based on such activities, such monies shall be divided between FWDigital and Client in the same Royalty split shares as provided in Section 6 above, after first deducting all reasonable outside attorneys' fees and expenses incurred by FWDigital, if any, in connection with collecting such monies.

(b) Each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party and its affiliates, their respective officers, directors, employees, and agents ("Indemnified Party") from and against any and all losses, liabilities, claims, obligations, costs, and expenses (including reasonable outside attorney's fees) which result from or arise in connection with or are related in any way to a breach by the Indemnifying Party of any of its representations and warranties in this Agreement. If a third party asserts a claim or allegation which, if proven, would constitute a breach by the Indemnifying Party of any of its representations, warranties, covenants and or obligations under this Agreement, the Indemnified Party shall promptly notify the Indemnifying Party in writing. The Indemnifying Party shall have the right at its own expense to participate in the defense

thereof with counsel of its own choosing, provided however that the Indemnified Party's decision in connection with the defense or settlement of any such claim or demand shall be final. No Indemnified Party shall effect any settlement of any pending or threatened proceeding with respect to which indemnity could have been sought under this Agreement by the Indemnified Party without the prior written consent of the Indemnifying Party, which such consent shall not be unreasonably withheld or delayed. This indemnification obligation shall survive the termination of the Term.

(c) Pursuant to the provisions of paragraph 11(b) above, Client shall indemnify FWDigital, its officers, directors, employees, and agents from and against all third-party claims, actions or demands against FWDigital for use of Client Content as granted in this Agreement, including, without limitation, for any claim that Client Content may constitute infringement of copyright and/or trademark, and violate rights of privacy and/or publicity.

(d) In the event of any dispute surrounding the distribution of Client Content under this Agreement, FWDigital will freeze any Royalty payments otherwise payable to Client until the matter is resolved. During the freeze, royalties may continue to accumulate in client's account due to Client Content remaining on DSPs' platforms, but any payments will be held until final resolution. Client shall notify FWDigital immediately if Client receives any notice or claim related to Client Content.

12. Brand Change of Ownership or Assignment. If FWDigital or Client's company (if applicable) is sold, assigned or otherwise changes ownership, this Agreement may be assigned to the new owner. The changing party shall notify the other party of any change within thirty (30) days of change, provided that any inadvertent failure by FWDigital to do so will not constitute a breach of this Agreement or derogate from FWDigital's rights hereunder. This Agreement shall be binding upon and inure to the benefit of the parties' respective assigns, successors, heirs, and legal representatives.

13. Denial of Client Content.

(a) Denials. FWDigital and/or a DSP may elect not to distribute any Client Content for the following reasons: (i) if, in the opinion of FWDigital and/or the DSP, such distribution might violate a statute, law or regulation, or violate any rights of any persons or entities, including suspected violation of the intellectual property of another, (ii) FWDigital and/or a DSP believes that its distribution of any of Client's recordings hereunder would constitute a breach by Client of any of Client's agreements, warranties or representations contained herein or if FWDigital and/or a DSP reasonably deems the recording or the associated artwork to be offensive to reasonable standards of public morals, or (iii) the submitted recording does not comply with the current specification stated on SymphonicMS. Notwithstanding the preceding sentence, in the event the objectionable material is later eliminated, or the source of objection is removed, Client may resubmit the applicable Client Content to FWDigital for review and possible distribution hereunder.

(b) Scandalous Material. FWDigital will not distribute scandalous, illegal, hateful, highly objectionable or offensive material. FWDigital and DSPs reserve the right to reject or retract distribution of any Client Content containing any such material at their discretion.

14. Confidentiality.

(a) Each party (the "Receiving Party") acknowledges that in the course of performing its obligations under this Agreement it may come into contact with the other party's (the "Disclosing Party") confidential information, such as valuable, secret, special, and unique assets or business practices, including those learned in the course of dealing or performance hereunder. Confidential information includes but is not limited to the Disclosing Party's customer lists, royalty data and



reports, marketing and financial tools, pricing information, business plans, relationships, and agreements between DSPs and the Disclosing Party (collectively the “Confidential Information”). Information will not be considered Confidential Information if, and to the extent that, such information is or becomes publicly known through no wrongful act of the Receiving Party.

(b) The Receiving Party covenants and agrees that, during the Term, and all times thereafter, it will not disclose the Disclosing Party’s Confidential Information to any person, firm, corporation, association, or other entity for any reason or purpose without the express written approval of the Disclosing Party, except to its attorneys, accountants and other authorized representatives (collectively the “Authorized Agents”). Notwithstanding anything to the contrary contained herein, Confidential Information may be disclosed as required by law or by a court, governmental agency or legislative body after providing the Disclosing Party with notice of the potential disclosure. Nothing in this provision shall prohibit either party from disclosing the terms of this Agreement to Authorized Agents.

15. Warranty.

(a) Client warrants and represents that: (i) it has the right and authority to enter into this Agreement and to grant to FWDigital all rights specified hereunder; (ii) all of the recordings, musical compositions (including lyrics), ID Materials, artwork, metadata, videos and any other materials delivered by Client to FWDigital are owned or controlled by Client and FWDigital’s use and exploitation of such materials, as authorized and contemplated hereunder, shall not infringe on the copyrights or other rights of any third person or entity; (iii) it has not granted and will not grant to any third party any rights in connection with Client Content or the underlying musical compositions (including lyrics) or ID Materials that are inconsistent with those granted to FWDigital herein; (iv) that FWDigital shall have the right to exploit same as authorized under this Agreement without obligation to make payments to any person or entity, other than the amounts due to Client pursuant to the express terms hereof; and (v) Client does not know of any currently existing or impending acts or circumstances, and Client shall not, at any time during or after the Term, engage in any act or omission, which would, in the reasonable judgment of FWDigital: (1) have or attract publicity that would have a direct or indirect adverse effect upon the status or reputation of FWDigital, Client or Client Content, or (2) directly or indirectly tarnish, denigrate or disparage the status or reputation of FWDigital, its affiliates, or any of their respective products, services or trademarks, and Client shall notify FWDigital in writing immediately if Client becomes aware of any such act, omission or circumstance.

(b) FWDigital warrants and represents that it has the right, power, and authority to enter into and fully perform this Agreement and all of its obligations under this Agreement.

16. LIABILITY LIMITATIONS; WAIVER OF JURY TRIAL.

(a) EXCEPT FOR CLIENT’S INDEMNIFICATION OBLIGATIONS HEREUNDER, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES WHATSOEVER (INCLUDING LOST RIGHTS, PROFITS OR GOODWILL, BUSINESS INTERRUPTION, REPUTATIONAL DAMAGE AND THE LIKE) ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE, NON-PERFORMANCE OR BREACH OF THIS AGREEMENT.

17. Notice Requirement. All notices hereunder shall be given to the following addresses pursuant to the mail methods below and with a copy via email at addresses indicated.

To FWDigital:

Fortune Wind Digital Services Limited  
Registered Office: 6 Essien Etim Close, Off Ikot Effa, Calabar, Cross River State, Nigeria  
or via email to: [fwdigitalservices@gmail.com](mailto:fwdigitalservices@gmail.com)

To Client

(.....)

19. Interpretation and Severability. This Agreement embodies all of the representations and terms between the Parties with respect to the subject matter hereof. If any provision of this Agreement is deemed invalid, the remaining text and enforceability of any other provision shall stand unaffected. The paragraph headings and designations used throughout this Agreement are solely for convenience and reference.

20. Governing Law and Jurisdiction. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the Federal Republic Of Nigeria.

**Revenue Share:**

Revenue share shall be paid based on the following out payment plan by FWIDIGITAL:

**CONTENT OWNER's** Share on iTunes and other International stores and services:

**Client's Share:**            **70% of net revenue**

**FWDigital's Share:**      **30% of net revenue**

***\*For any deal, support and financial aid secured for and on behalf of the client, Fortune Wind Digital Services Limited shall be entitled to a 30% brockage fee/commission of such deal, support and financial aid.***

**By providing details and signature below, Client hereby agrees to and accepts the above terms and conditions of this Agreement.**

**First and Last Name:**

**Artiste Name (Stage Name):**

**Email Address:**

**Country:**

**Signature:** \_\_\_\_\_

**Date of Signature:** \_\_\_\_\_

\_\_\_\_\_

**Fortune Wind Digital Services Ltd.**

**(An Authorized Signatory)**