

Rising Moon Music Track Commission & Services Agreement

This Track Commission Agreement (the "Agreement") is made between you (hereafter "Purchaser") and Rising Moon Music ("Artist") as of the date of Purchaser's service request submission to Artist and shall be deemed incorporated into any invoice entered into between the parties after such date:

WHEREAS, Purchaser desires that Artist create recorded musical track(s) for Purchaser;

WHEREAS, Artist is engaged in the creation of such recorded musical tracks;

NOW, THEREFORE in consideration of mutual promises and covenants contained herein, Artist and Purchaser (each individually a "Party" and collectively the "Parties") agree as follows:

1. COMMISSIONED WORK: Artist agrees to create one or more recorded musical tracks as requested by Purchaser (the "Works"), subject to the commissioning process contained in Section 2, *infra*.

2. COMMISSIONING PROCESS:

a. Purchaser's Submission: Artist is not obligated to perform any services hereunder unless and until (i) Purchaser has provided all information and reference materials necessary to fulfill Purchaser's request (the "Purchaser Materials"), as determined in Artist's sole discretion, and (ii) Artist has received an agreed-upon deposit amount as provided for in subsection (b), *infra*. Purchaser Materials may be provided to Artist through online submission or via U.S. Mail directed to the address below:

14900 Magnolia Blvd. #55782

Sherman Oaks, CA 91413-7098

All song or work files containing the Purchaser Materials should be recorded to a click track and not exceed five (5) minutes in length unless otherwise agreed between the Parties in writing. For Works encompassing drum tracking, Purchaser Materials must not contain any pre-recorded drum tracks unless such is provided in isolated recordings separate from the remaining reference materials.

b. Confirmation of Details: Upon receipt of the Purchaser Materials, Artist will contact Purchaser to discuss the details of their commission (the "Request"), including the work to be performed, the time and cost for completion of same, and any additional contingencies. Upon mutual approval of the Request, Artist shall provide Purchaser with an invoice reflecting the Parties' agreement (the "Invoice"), which shall be deemed incorporated into this Agreement as though fully set forth herein. In the event that the Parties are unable to agree upon the details of a Request or its corresponding Invoice, either Party may terminate this Agreement upon written notice to the other, unless payment of the Initial Deposit has already occurred. Any modification of a Request (a "Change Order") after payment of the Invoice shall be left to Artist's sole discretion and subject to a corresponding update of the Invoice.

c. Payment of Deposit: Purchaser shall have seven (7) days from receipt of the Invoice (including any updates made pursuant to a Change Order) to provide Artist with a non-refundable deposit equal to 50% of the total Invoice amount (the "Initial Deposit"). The Initial Deposit may be provided by cash, check, Venmo, Zelle, WePay, or any other delivery method mutually approved by the parties in writing. Artist shall not be obligated to perform any further services to fulfill the Request unless and until Artist timely receives the Initial Deposit (and any additional amounts owed pursuant to a Change Order).

d. Time to Perform: Notwithstanding anything to the contrary, Artist shall be entitled to extend the timetable for delivery of the Works contemplated by the Invoice upon (i) notifying Purchaser of same in writing and (ii) refunding any separate “rush order” fee for the Works reflected by the Invoice. Artist shall not be required to adhere to the timetable for delivery or refund any “rush order fee” reflected by the Invoice in the event of any delays caused, in whole or part, by Purchaser’s failure to timely or sufficiently communicate with Artist regarding their Request. Should Purchaser fail to respond to any request for information by Artist within twenty-one (21) days of such request being made to Purchaser, Artist reserves the right to cancel Purchaser’s Request and retain the Initial Deposit.

e. Fulfillment of Request: Upon Artist’s receipt of the Initial Deposit, Artist will begin to fulfill the Request pursuant to the Invoice. Purchaser acknowledges that Artist may utilize the services of third-party contractors, and that Purchaser may be required to directly communicate with such contractors, in order to fulfill the Request. Upon completion of the Request (or, if agreed upon by the Parties in writing, upon completion of a designated portion or portions of the Request), Artist shall provide Purchaser with temporary access to review copies of the Works (the “Review Copies”) via a file transfer service or platform of Artist’s choosing (e.g., WeTransfer) to evaluate for compositional satisfaction. Purchaser shall be entitled to access the Review Copies for seven (7) days from Artist providing such access. If the Invoice includes mixing and “sweetening” services (“Production”), such services shall be provided by Artist after Purchaser has approved the Review Copies of the relevant Works for finalization, and an additional set of review copies shall be provided reflecting the proceeds of such additional services (the “Produced Review Copies”) subject to the same process outlined herein for Review Copies.

f. Additional Services: If Purchaser is unsatisfied with the initial Review Copies of a Work, Purchaser may request up to three (3) re-recordings thereof (the “Retakes”). Artist shall not be required to perform such Retakes unless Purchaser provides Artist with sufficient instructions (as determined by Artist in his sole discretion) regarding the changes to the Works being requested by Purchaser. Should Purchaser request additional Retakes beyond the initial three (3) allotted hereunder, they shall be subject to additional fees as determined between the Parties and separately invoiced by Artist.

g. Finalization of Works: Upon Purchaser’s approval of the Review Copies (or, if mixing and “sweetening” services have been requested by Purchaser, the Produced Review Copies), Purchaser shall have seven (7) days to tender the remaining 50% of the Invoice to Artist (the “Final Deposit”). The Final Deposit may be provided by cash, check, Venmo, Zelle, WePay, or any other delivery method mutually approved by the parties in writing. Upon receiving the Final Deposit, Artist shall provide Purchaser with final copies of the Works via a file transfer service or platform of Artist’s choosing (e.g., WeTransfer) for download (the “Final Copies”). Purchaser shall be entitled to access the Final Copies for thirty (30) days from Artist providing such access, after which Artist has no further responsibility to Purchaser. All sales are final upon Artist providing Purchaser access to the Final Copies, regardless of whether Purchaser accesses or downloads said Final Copies, and all refunds are left to Artist’s sole discretion.

3. RESULTS AND PROCEEDS OF ARTIST’S SERVICES: The results and proceeds of Artist’s services hereunder in connection with the Works shall be deemed work-made-for-hire specially ordered or commissioned by Purchaser. Purchaser shall exclusively own all now known or hereafter existing rights of every kind throughout the universe, in perpetuity pertaining to such results and proceeds, the Works and all elements therein for all now known or hereafter existing uses, media, and forms, including without limitation, all copyrights (and renewals and extensions thereof). If for any reason Purchaser

shall be deemed not to be the authors of the Works, Artist hereby assigns to Purchaser all right, title and interest in and to the Works throughout the universe. Artist acknowledges and agrees that Purchaser has the right to use, produce, reproduce, record, re-record, adapt, edit, delete from, add to, combine with other works, translate, print, publish, advertise, transmit, perform, broadcast, disseminate, or otherwise exploit (and authorize the exploitation of) the Works by any and all means now known or hereafter devised. Artist hereby waives the benefit of any provision of law known as “moral rights” or any similar analogous provision of any treaty, statute, regulation or rule of law of any government or quasi-governmental body in any country of the world or throughout the universe. Artist will ensure that its employees and subcontractors (if any) have signed written agreements sufficient to enable Artist to comply with its obligations under this Agreement, Artist’s use of same being authorized hereunder.

4. REPRESENTATIONS AND WARRANTIES: Purchaser represents and warrants that Purchaser is the rightful owner of the Reference Materials and all elements contained therein, and that the Reference Materials do not violate any law or infringe upon or violate the rights, including copyright, of any individual or entity. If Purchaser is not the rightful owner of the Reference Materials, Purchaser represents and warrants to Artist that Purchaser has all rights and permissions from the rightful owner necessary to authorize Artist’s services hereunder. Purchaser agrees to indemnify Artist and its agents and assignees and hold them free and harmless from and against any and all claims, liabilities, costs, losses, damages or expenses, including but not limited to, reasonable attorney fees and court costs, arising out of any failure or breach by Purchaser with respect to its representations and warranties.

5. PREMISES LIABILITY WAIVER: In the event that Purchaser elects to visit Artist’s physical studio or other property, Purchaser acknowledges that that entry on Artist’s property shall occur at Purchaser’s own risk, and Purchaser assumes all risks associated with entry, including but not limited to falls, contact with other people, the effects of weather, including high heat and/or humidity, the conditions of the paved and unpaved areas of the subject property, all such risks being known and appreciated by Purchaser. In consideration of being permitted such entry, Purchaser releases, waives, discharges, and covenants not to sue Artist (or its officers, employees, agents, and volunteers) from any and all claims or liabilities including but not limited to personal injury, accidents or illnesses (including death), and property loss due to Artist’s negligence, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, entry to the property. Purchaser shall indemnify and hold harmless Artist (and its officers, employees, agents, and volunteers) from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of Purchaser’s involvement in visiting the property and to reimburse them for any such expenses incurred by them from Purchaser’s entry to the property. **PURCHASER UNDERSTANDS THAT THIS DOCUMENT RELIEVES ARTIST FROM LIABILITY FOR PERSONAL INJURY, WRONGFUL DEATH, AND PROPERTY DAMAGE CAUSED BY NEGLIGENCE. BY EXECUTING THIS AGREEMENT, PURCHASER ACKNOWLEDGES THAT THEY HAVE READ THIS LIABILITY WAIVER, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT PURCHASER IS RELINQUISHING SUBSTANTIAL RIGHTS, INCLUDING PURCHASER’S RIGHT TO SUE. PURCHASER ACKNOWLEDGES SIGNING THIS AGREEMENT FREELY AND VOLUNTARILY, AND INTENDS BY THEIR SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

5. GOVERNING LAW/ARBITRATION: This Agreement shall be construed in accordance with the laws of the state of California applicable to agreements which are executed and fully performed within the state. Any dispute arising out of, or in relation to this Agreement shall be determined by arbitration in

Los Angeles, California. Any award rendered shall be final and conclusive upon the parties and judgment thereon may be entered in the highest court of the forum, state or federal, having jurisdiction.

6. ENTIRE AGREEMENT: Except as provided under Section 2, *supra*, this Agreement constitutes the entire agreement between the parties with respect to the subject matter specified herein and supersedes all prior and contemporaneous written or oral agreements pertaining thereto and can only be modified by a signed writing. Artist's sole and exclusive remedy for our breach, termination, or cancellation of this Agreement of any term hereof (including any term pertaining to credit) shall be an action for damages and Artist irrevocably waives any right to seek and/or obtain equitable or injunctive relief.