

PUBLISHING CATALOG SHARES **PURCHASE AGREEMENT**

This agreement represents a binding contract (hereinafter the "**Agreement**") between M. Michael Carlos Jones *a.k.a* '**Lo Jones**', as a self-employed songwriter and rights holder, in his own name and capacity residing at 210 Princeton Court, Acworth, GA 30102, United States (hereinafter the **Songwriter**"), owning all of the Writer's share and interests into a publishing catalog of musical works (hereinafter "**Musical Works**") already commercially released, and any person (hereinafter the "**Holder(s)**") purchasing a Publishing Catalog Share (hereinafter the "**Publishing Catalog Share**") issued by the Songwriter through the **Bolero Music SAS** platform (or any other third party transaction platform), either as first purchaser from the Songwriter or subsequently through the resale of Publishing Catalog Share by previous Holders.

The purpose of the Agreement is to acknowledge and set the terms upon which the Holder is entitled to, in consideration of the initial or subsequent acquisition of Publishing Catalog Share, a dismembered share of the Songwriter's financial rights held into the Musical Works comprised within the Publishing Catalog Share (hereinafter the "**Dismemberment of Songwriter's Rights**"), only entitling the Holder to a fraction of the Writer's income relating to any and all exploitations (reproduction and/or public performance) of the catalog's Musical Works throughout the World, including but not limited to:

- (i) Reproduction, performance or availability in digital form (interactive or non-interactive streaming, downloading, etc.) via any platform or services;
- (ii) Communication to the public in all venues (live performances, radio and television broadcasting, cable and satellite broadcasting, venues accessible to the public, etc.);
- (iii) Any secondary exploitation of the works, in particular by means of synchronization within any audiovisual work or program (film, TV movies, video games, commercials, documentaries); and
- (iv) All means of worldwide exploitation of derived versions of the musical work(s), existing or future, concerned from the Songwriter's Catalog (foreign adaptations, arranged works, samples, etc.).

(hereinafter referred to together as "**Writer's Share**").

For the purpose of the Agreement, the Writer's Share shall mean the Net Retained Revenue (excluding tax) accounted to and effectively collected by the Songwriter with respect to all aforementioned exploitations either from :

- (i) competent collective rights management societies (such as BMI, ASCAP, SESAC, SACEM, PRS etc.)
- or
- (ii) directly by the Songwriter or from any elected publisher, sub-publisher and/or collecting agent and/or affiliate (hereinafter "Collecting Third Parties") with respect to exploitations not

subject to collective rights management societies mandate, after deduction of any commission retained by such Collecting Third Parties, regardless of their status and quality.

This Agreement provides for the granting to the Holder, in accordance with the terms and conditions set forth below, of a **Dismemberment of the Songwriter's Rights** related to a portion of the publishing catalog as defined in Exhibit A and thus granting the holder the right to perceive the same portion of the **Writer's Share** of the **Musical Works** comprising the Publishing Catalog.

The purchase of Publishing Catalog Shares and the ownership of the Dismemberment of Songwriter's Rights occurs through the BOLERO MUSIC platform, accessible at the following address www.boleromusic.com, based on blockchain technology and administered by the company BOLERO MUSIC (registered with the Nanterre Trade and Companies Register under the number 894 173 962, hereinafter "**BOLERO SAS**").

BOLERO SAS is not a party to this Agreement, which is directly binding on the Songwriter and any initial or subsequent Holder of Publishing Catalog Shares. This Agreement is in other words an accessory and automatically attached to the holding of one or several Publishing Catalog Shares initially issued by the Songwriter and transmitted by right to any further holder of the said Publishing Catalog Shares.

The Dismemberment of the Songwriter's Rights confers on the Holder the right to collect the acquired fraction of the Writer's Share for as long as the Holder remains the owner of the associated Publishing Catalog Shares registered on the blockchain, and this, for the duration of the applicable copyright protection.

Any transfer of Publishing Catalog Shares by the Holder will automatically entitle the purchaser to collect the applicable fraction of the Writer's share that has not yet been credited to the Holder's Wallet at the time of the transaction registered on the blockchain.

The Writer Share effectively collected by the Songwriter or its affiliated from the initial acquisition of the Publishing Catalog Shares, shall be credited, at the Holder's discretion, in Euro on its bank account or in USD Coin (USDC) to the Holder's Wallet of the Publishing Catalog Shares at the latest (i) 6 (six) months at the latest after the last day of each calendar semester as regards to Writer's Share deriving from exploitations handled by collective rights management societies and (ii) 6 (six) months at the latest after the last day of each calendar semester as regards to other Writer's Share income such as synchronisation fees and mechanicals, BOLERO SAS undertaking to send to the Holder a notification of the availability of the funds for each settlement relevant periods, subject to the effective transfer of the corresponding funds to BOLERO SAS by the Songwriter. For the avoidance of doubt, any delay in the settlement of Writer's Share income shall not constitute a breach of this Agreement, provided that the Songwriter has acted in good faith to collect and disburse such funds in accordance with the standard industry timelines.

The Holder declares and acknowledges that this Agreement is not binding upon BOLERO SAS, BOLERO SAS being released from any liability in this respect and the Holder unequivocally and irrevocably waives any claim whatsoever and on whatever basis against BOLERO SAS in relation to the actual payment of the Net Publishing Income to the Purchaser.

The Agreement shall not have the purpose or effect of conferring upon the Holder the right to collect or claim any revenues generated by the Musical Work other than those relating to the Writer's Share defined in this Agreement.

In general, the Agreement does not grant or confer in any way on the Holder any intellectual property right or, more generally, any right to authorize or prohibit any exploitation whatsoever of the Musical Works and its exploitation throughout the world, nor any right relating to the corresponding performing artists' image or any attributes of the artists' personality known as the original performers of the Musical Works or any other source of income of such artists, regardless of its qualification.

The Holder expressly declares and acknowledges that he/she is not authorized in any way whatsoever to use, exploit or disseminate the Musical Works and/or any associated work and/or image, name or any other attribute of the corresponding performing artists' personality in any way and in any form whatsoever, apart from the visual elements reproduced on the BOLERO MUSIC Platform, solely in the context of the potential resale of Publishing Catalog Shares.

The Holder expressly and irrevocably declares and acknowledges that this Agreement may be automatically terminated if the Songwriter elects to proceed with the buyback of the Publishing Catalog Share provided that the Songwriter credits the Holder 's Wallet with an amount equal to the last purchase price of the Publishing Catalog Share registered on the blockchain protocol at the time of the Songwriter exercise of its buyback right.

Such buyback option right shall only be exercised by the Songwriter after the end of a period of one year following the initial sale of the Publishing Catalog Share and subject to the payment to current Holder of such Publishing Catalog Share of a price set by BOLERO MUSIC on the basis of the weighted average price of the Publishing Catalog Share on the Secondary Market within the 90 last days prior, and which cannot be less than the nominal value on the primary market, once the total amount of royalties has been deducted. (hereinafter "Buyback Price"). Such Buyback Price shall be paid by wire transfer in Euros or in USDC to BOLERO which will subsequently pay Holder.

The Holder also expressly acknowledges and irrevocably accepts that the Holder's rights attached to the Publishing Catalog Share to perceive The Writer's Share is substantially and necessarily dependent on the Songwriter's effective and continuous titularity of the corresponding publishing rights into the Musical Works concerned and that consequently, any event such as termination (amicable and or pursuant to a final judicial ruling and/or subsequent to a insolvency proceedings) of any publishing agreement from which the Songwriter originally has been assigned his publishing rights shall automatically and definitively render the Publishing Catalog Share void and terminate any rights for Holder to perceive any further Writer's share.

The Holder accepts and expressly acknowledges that neither the Songwriter nor BOLERO MUSIC SAS shall be liable for the effective circulation of the Publishing Catalog Shares, beyond their initial offering for sale; for any damages related to a sale on the secondary market of the BOLERO MUSIC Platform or on a third party platform to the Platform by third parties, such as loss of value or damage to the reputation or image; all economic risks related to the potential volatility of the value of the Publishing Catalog Shares; all technological risks associated with such operation do not fall under the services and/or control of the Songwriter and/or BOLERO MUSIC (technical incident, security failure associated or not with the blockchain protocol, etc.); all risks of a legal nature associated with the use of the Publishing Catalog Share (e.g., the use of the blockchain protocol, the use of the Publishing Catalog Share, etc.).); any legal or regulatory risks associated with such operation.

The Holder declares and acknowledges that the acquisition of Publishing Catalog Share, which grants the rights provided for in the Agreement, has an intrinsic value for him/her, linked both to the support he/she wishes to give to the Artist's career and to his/her free and informed decision to be associated with the future and possible earnings of the Musical Works. In this respect, the Holder expressly acknowledges that he/she is aware of and informed about the risks and uncertainties inherent in the evolution of the success of the Musical Works in the current world music market and the corresponding possible volatility of the value for resale of Publishing Catalog Shares and the rights associated with them under this Agreement. In particular, the Holder represents and acknowledges that Songwriter cannot guarantee or control the amount and development of Net Retained Revenue pertaining to the Writer's Share, which are inherently dependent on the success of the Musical Works with the public.

In the event of any dispute, controversy, or claim arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach, or termination, the parties agree to submit the matter to final and binding arbitration. The arbitration shall be conducted under the Rules of Arbitration of the International Chamber of Commerce (ICC), by one (1) arbitrator appointed in accordance with said Rules. The seat of arbitration shall be virtual or in Paris, France, and the proceedings shall be conducted in the English language. The arbitral award shall be final and binding on the parties, and judgment upon the award may be entered in any court having jurisdiction thereof. Each party shall bear its own costs, and the fees and expenses of the arbitration shall be borne equally by the parties, unless the arbitral tribunal determines otherwise.

Notwithstanding the foregoing, nothing in this clause shall prevent either party from seeking interim or injunctive relief before any competent court to prevent irreparable harm, pending the outcome of arbitration.

APPENDIX

To avoid any misunderstanding, it is expressly agreed that the Catalog shall also include any future works of which the Songwriter shall be entitled to a share due to any sample, excerpt or interpolation of one of the existing works of the Catalog. This catalog comprises 142 compositions. The following is a non-exhaustive list of the works included:

WORK TITLES	ISWC
3 DAYS AGO	T-072.126.468-1
ALONE IN THIS WORLD	T9149707437
ANGELS	T-902.709.307-8
ANGLES	T-310.053.680-5
AWARD WINNG SEX	T-904.816.979-5
BACK FOR GOOD NOW	T3014798262
BACK TO THE TOPIC	T-919.195.703-6
BADDEST	T3014798262
BE ALRIGHT	T9148070080
BEAUTIFUL YOU	T0727430821
BEEN SO LONG	T-903.116.216-0
BRAND NEW MAN	T-071.854.539-1
BUT ME	T-904.678.774-0
CALL IT A DAY	T-906.834.257-4
CAN'T BE FRIENDS	T-921.104.208-9
CAN'T BELIEVE	T-914.864.012-4
CAN'T JUDGE ME	T-072.229.680-1
CHURCH	T-920.556.201-2
CLOSE TO YOU	T-072.275.504-5
CREEPIN	T-315.304.137-9
DANCE WITH ME	T-071.391.224-3
DO YOU STILL WANT ME	T3126855509
DON'T THINK	T-904.683.337-8

DON'T CRY	T-904.667.060-4
DON'T TALK BACK	T-300.913.404-3
DRE DAY	N/A
ERES TOP	T-931.567.947-1
EYE ON YOU	CUE SHEET
FERRARI	T-309.857.908-5
FERRARI REMIX	T-904.701.929-4
GAME	N/A
GAME PROOF	N/A
GANGSTA BOO	T-315.623.203-6
GHETTO LOVE	T-918.941.159-4
GOTTA GO	T-904.696.107-3
GOTTA ROLL	T-902.730.223-4
HOLD UP	T-904.683.336-7
I CAN'T TAKE NO MORE	T9200062346
I DO (WANNA GET CLOSE TO YOU)	T0722755045
I DON'T THINK I EVER	T-904.696.106-2
I DON'T WANNA KNOW	T-072.006.744-6
I DON'T WANNA KNOW (PUNCTUAL VERSION)	T-303.455.092-6
I GOT YOU BABE	T-904.681.960-7
I LIKE TO KNOW	T-904.696.111-9
I M WAITING	T-910.951.704-6
I NEED A GIRL	T0714960185
I NEED A GIRL PART 1	T-071.497.163-7
I NEED A GIRL PART 2	T-071.883.138-9
I NEED A GIRL PART 3	T-918.345.133-4
I NEED A GIRL PT.3	T8031469816
I NEED A GIRL PT.3	T9200720509
I NEED A GIRL (REMIX) PART 2	T-071.883.138-9
I NEED A GIRL TO BELLA	T-905.333.022-6
I NEED YOU	T3073003842
I'M WAITING	T9109517046
IDWK	T-310.210.743-3
IF YOU WANT THIS MONEY	N/A

IF YOU WANT THIS MONEY (VOCAL VERSION)	N/A
IN MY BED	T-901.607.570-0
IT AIN'T FAIR	T-914.958.636-7
IT WON T END	N/A
IT'S GOIN DOWN	N/A
JUST CAN'T SAY IT'S LOVE	T-904.701.328-5
JUST FRIENDS	T-921.104.523-7
LAST TO KNOW	T-073.155.880-7
LIVING IN PAIN	T-904.719.601-0
LONELY LEGEND	T-920.974.296-1
LOOKING FOR LOVE	T-911.797.730-7
LOVE FACES	T-902.727.381-0
MAKING THE BAND 3 CUES	CUE SHEET
ME DIJERON	T-321.995.851-3
MILLENNIUM WOMAN	N/A
MILLION DOLLA GIRL	T-904.820.936-5
MILLION DOLLAR GIRL	T9148827490
MILLION DOLLAR GIRL (EVOL ROCX MIX)	T9149728450
MIXED EMOTIONS	T-916.252.002-7
MR. COOL	T-071.782.370-5
MUST BE LOVE	T-904.787.511-6
NO ORDINARY RETURN	T9124369977
NO QUIERO SABER	T-902.028.120-3
NOBODY'S FOOL	T-904.696.109-5
OH WELL	T-904.696.110-8
OOOH SHAWTY	T-073.088.998-1
PICK ME UP	T-312.019.118-2
PRAY	T-072.429.691-6
PRESS PAUSE	T3083224408
PRESS PLAY	T3014893411
REALITY	T9034861284
REALITY OF A STAR	T-903.486.128-4
ROCK THE PARTY	T-071.599.039-8
ROCK THE PARTY REMIX	T-904.713.859-0

ROLL WITH ME	T-904.667.071-7
RUMORS	N/A
RYAN CAMERON MORNING SHOW JINGLE	CUE SHEET
SAVE A LITTLE LOVE	T-904.696.108-4
SAVE YOUR LOVE	N/A
SEXY LADY	T-072.213.875-1
SHAWTY	T-903.012.799-2
SHE'S THE ONE	N/A
SHOULD'VE KNOWN	T-903.116.205-7
SO COMPLETE	T-072.429.712-4
SO FINE	T-072.321.725-1
SO LONG	T-071.937.138-6
SO MUCH LOVE	T-918.509.310-1
SPLINTER	N/A
STEP IT UP	T-911.070.151-4
STREET IS TALKIN	T-904.816.977-3
SUPADUPA	T9015496307
TEARS	T-318.419.746-0
THE GAME	N/A
THE WAY I DO	T9148578432
THIS IS ME (REMIX)	T-911.554.986-5
THAT'S THE THANKS I GET	T9148047647
THIS IS THE THANKS I GET	T-904.681.979-8
THOUGHT YOU SAID	T-073.068.256-0
THROUGH THE PAIN (SHE TOLD ME)	T-073.091.007-2
TITLES YOU CAN'T HIRE	T9002437798
TOUCH ME FROM AFAR	T-911.344.480-7
TOUCHED BY AN ANGEL	CUE SHEET
TROUBLE	T-906.354.198-0
TURN IT AROUND	T-904.696.105-1
U R A MILLION \$ GIRL	T-909.367.973-3
WALKING ON SUNSHINE	T-071.720.124-5
WALKING ON SUNSHINE (METRO REMIX)	T-324.468.541-0
WAY I DO	T-914.857.783-7

WE CAN'T ALL BE HEROES	T9107520092
WE HOOPIN' (YEA BOY)	T9152193083
WHAT IT FEELS LIKE	T-909.576.555-2
WHAT IT IS (FEELIN)	T-904.678.615-6
WHAT'S WRONG WITH ME	T-904.681.980-1
WHATEVER THEY SAY	N/A
WHY ASK WHY	T-072.506.707-1
WILDEST DREAMS	N/A
WINNING STREAK	T-929.939.030-0
WOULD YOU	T-906.605.388-1
YOU	T-072.280.112-8
YOU ARE A MILLION DOLLAR GIRL	T-909.367.973-3
YOU SHOULD REALLY KNOW	T-909.337.711-8
YOUNG MONEY	T9259264089
TE COLABORO	T-331.600.445-8
TE COLABORO (REMIX)	T-327.419.878-2