

**PUBLISHING SONG SHARES**  
**PURCHASE AGREEMENT**

This agreement represents a binding contact (hereinafter the "**Agreement**") between **LEMOTIF LTD** incorporated in England and registered with Companies House under the reference CRN / 094118214, whose registered office is located 86-90, Paul Street, London, EC2A 4NE] (hereinafter the "**PUBLISHER**"), owning all or parts of the publishing rights and interests into '**22 Carats**' (hereinafter the "**Musical Work**") already commercially released as performed by the artist *Headie One x Gazo* (hereinafter "the corresponding Performing Artist") and any person (hereinafter the "**Holder(s)**") purchasing a Publishing Song Shares (hereinafter the "**Publishing Song Shares**») issued by the PUBLISHER through the BOLERO MUSIC Platform (or any other third party transaction platform), either as first purchaser from the PUBLISHER or subsequently through the resale of Publishing Song Shares by previous Holders.

The purpose of the Agreement is to acknowledge and set the terms upon with the Holder is entitled to, in consideration of the initial or subsequent acquisition of a Publishing Song Shares, a dismembered share of the PUBLISHER's financial rights held into the Musical Work (hereinafter the "Dismemberment of Publisher's Rights") only entitling the Holder to receive a fraction of the PUBLISHER's Net publishing income relating to the Musical Work deriving from any and all exploitations (reproduction and/or public performance) of such Musical Work throughout the World, including but without exhaustivity:

- (i) Reproduction on physical phonographic carriers throughout the world,
- (ii) Reproduction and performance through digital exploitation (downloading, streaming) on all digital platforms,
- (iii) Public performances (live performances in all venues, radio and TV broadcasting, cable and satellite, shops, restaurants and public places, etc.)
- (iv) exploitation of the Musical Work by incorporation into a third-party audiovisual work, known as "synchronization" (advertising, films, documentaries, etc.).

(hereinafter referred to together as « Net Publishing Income »).

For the purpose of the Agreement, the Net Publishing Income shall mean the net proceeds (excluding tax) accounted to and effectively collected by the PUBLISHER with respect to all aforementioned exploitations either from :

- (i) competent collective rights management societies (such as SACEM, SABAM, GEMA, PRS, etc.)
- or
- (ii) directly by PUBLISHER or from any elected 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 Publishing Rights related to:

- (i) The Musical Work entitled '**22 Carats**'
- (ii) With respect to which PUBLISHER controls **10%** (ten percent) of the total Publisher share<sup>[1]</sup> split.
- (iii) And thus granting the holder the right to perceive **0.0121212%** of the Net Publishing Income of such Musical Work.
- (iv) Song's Right Holders: LEMOTIF LTD, Irving Ampofo ADJEI, Ibrahima DIAKITE, Leo EYNARD, Louis JACOBBERGER, Loic LECHOWICZ, Universal Music, Sony Music Publishing, Blue Sky Publishing, BSB Editions, Drexys (E)

The purchase of Publishing Song Shares and the ownership of the Dismemberment of Publisher's Rights occurs through the BOLERO MUSIC platform, accessible at the following address [www.boleromusic.com](http://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 PUBLISHER and any initial or subsequent Holder of Publishing Song Shares. This Agreement is in other words accessory and automatically

attached to the holding of one or several Publishing Song Shares initially issued by the PUBLISHER and transmitted by right to any further holder of the said Publishing Song Shares.

The Dismemberment of the PUBLISHER'S Rights confers on the Holder the right to collect the acquired fraction of the Net Publishing Income for as long as the Holder remains the owner of the associated Publishing Song Shares registered in a blockchain protocol, and this, for the duration of the applicable copyright protection.

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

The Net Publishing Income effectively collected by the PUBLISHER from the initial acquisition of the Publishing Song 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 Song Shares (i) 2 (two) months at the latest after the last day of each calendar quarter as regards to Net Publishing Income deriving from exploitations handled by collective rights management societies and (ii) 4 months at the latest after the last day of each calendar semester as regards to other Net Publishing Income, 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 PUBLISHER. 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 univocally 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 Net Publishing Income 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 Work and its exploitation throughout the world, nor any right relating to the corresponding performing Artist's image or any attributes of the Artist's personality or any other source of income of the Artist, 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 Work and/or any associated work and/or image, name or any other attribute of the corresponding performing Artist's 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 Song Shares.

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

Such buyback option right shall only be exercised by PUBLISHER after the end of a period of 1 year following the initial sale of the Publishing Song Share and subject to the payment to current Holder of such Publishing Song Share of a price set by BOLERO MUSIC on the basis of the weighted average price of the Publishing Share on the Secondary Market within the 30 last days prior (hereinafter "Buyback Price"). Such Buyback Price shall be paid by wire transfer 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 Song Share to perceive The Net Publishing Income is substantially and necessarily dependent on the PUBLISHER's effective and continuous titularity of the corresponding publishing rights into the musical work 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 PUBLISHER originally has been assigned his publishing rights shall automatically and definitively render the Publishing Song Share void and terminate any rights for Holder to perceive any further Net Publishing Income.

The Holder accepts and expressly acknowledges that neither the PUBLISHER nor BOLERO SAS shall be liable for the effective circulation of the Publishing Song 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 Song Shares; all technological risks associated with such operation do not fall under the services and/or control of the PUBLISHER 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 Song Shares (e.g., the use of the blockchain protocol, the use of the Publishing Song Shares, etc.); any legal or regulatory risks associated with such operation.

The Holder declares and acknowledges that the acquisition of Publishing Song Shares, 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 Work. 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 Work in the current world music market and the corresponding possible volatility of the value for resale of Publishing Song Shares and the rights associated with them under this Agreement. In particular, the Holder represents and acknowledges that PUBLISHER cannot guarantee or control the amount and development of Net Publishing Income, which are inherently dependent on the success of the Musical Work with the public.

The PUBLISHER and the Holder agree, in the event of difficulties not provided for under the terms of this agreement, to come together and seek in good faith a solution in accordance with the spirit and purpose of the provisions of this Agreement. Failing a mutually satisfactory solution, it is agreed that any dispute relating to the validity, interpretation and/or execution of this agreement, will fall under the exclusive jurisdiction of the competent courts of Paris, this agreement being governed by French law.

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<sup>[1]</sup> (subject however to specific mandatory distribution rules set by competent collective rights management societies such as SACEM in FRANCE with respect to a portion of the rights collected such as public performances and radio-mechanical rights for which the global Publisher Share is set at 33,33%).