

**ACQUISITION AGREEMENT
OF DISMEMBERMENT OF MASTER OWNER
RIGHTS (« NFT SONG SHARES »)**

This agreement represents a binding contact (hereinafter the "**Agreement**") between **Only Pro** [registered with the Vienne Register of Trade and Companies under number **477 764 328**] (hereinafter the "**LABEL**"), master owner of the phonographic recording **Mon Terrain d'Jeu** performed by the artist **Mehdi Miklo** (hereinafter the "**Recording**") and any person (hereinafter the « **Holder(s)**») purchasing an NFT Song Shares (hereinafter the « **NFT Song Shares** ») issued by the LABEL through the BOLERO MUSIC Platform (or any other third party NFT transaction platform), either as first purchaser from the LABEL or subsequently through the resale of NFT Song Shares by previous Holders.

This Agreement is in other words accessory and automatically attached to the holding of Artist's NFT Song Shares initially issued by the LABEL and transmitted by right to any holder of the said NFT Song Shares.

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 an NFT Song Shares, a dismembered share of the LABEL's master owner rights held in the Recording (hereinafter the "**Dismemberment of Master Owner Rights**"), the purpose of which is to entitle the Holder to receive a fraction of the LABEL's Net master income relating to the Recording in respect of:

- (i) exploitation on physical phonographic media of the latter in the traditional marketing channels throughout the world,
- (ii) digital exploitation of the said Recording (downloading, streaming) on all digital platforms throughout the world and
- (iii) exploitation of the Recording by incorporation into a third-party audiovisual work, known as "synchronization" (advertising, films, documentaries, etc.) (hereinafter referred to together as « **Net Master Income** »).

For the purposes of the Agreement, the Net Master Income shall mean the net proceeds (excluding tax) effectively accounted to and collected by the LABEL for the aforementioned exploitations from any third party exploiting the recordings (distributors, licensees, etc.) and from any intermediary third party the LABEL receives all or part of the aforementioned net proceeds (excluding tax) from, after deduction of any commission from the said 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 Master Owner Rights of the "**Mon Terrain d'Jeu**" Recording corresponding to **0.4% of the Net Master Income of such Recording**.

The purchase of NFT Song Shares and the ownership of the Dismemberment of Master Owner Rights occurs through the BOLERO MUSIC platform, accessible at the following address www.boleromusic.com, based on blockchain technology and deployed on the POLYGON blockchain 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 LABEL and any initial or subsequent Holder of NFT Song Shares.

The Dismemberment of the Master Owner Rights confers on the Holder the right to collect the acquired fraction of the Net Master Income for as long as the Holder remains the owner of the associated NFT Song Shares registered in the blockchain POLYGON, and this, for a period of 15 years from the initial purchase of the NFT Song Shares offered for sale by the LABEL through the BOLERO MUSIC platform. At the end of this period, the Dismemberment of the Master Owner Rights attached to the NFT Song Shares shall automatically terminate and revert back to the LABEL.

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

The Net Master Income effectively collected by the LABEL from the initial acquisition of the NFT Song Shares, shall be credited in USD Coin (USDC) to the Holder's Wallet of the NFT Song Shares 2 (two) months at the latest after the last day of each calendar quarter, BOLERO SAS sending to the relevant Holder registered on the POLYGON blockchain a notification of the availability of the funds for each settlement period, subject to the effective transfer of the corresponding funds to BOLERO SAS by the LABEL. 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 Master Income to the Holder.

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 Recording other than those relating to the Net Master 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 right whatsoever in relation to the Recording and its exploitation throughout the world, to the corresponding musical work and the income generated throughout the world by it and/or to the 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 Recording and/or the corresponding work and/or the image, the name or any other attribute of the 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 NFT Song Shares.

The Holder expressly and irrevocably declares and acknowledges that he/she accepts that the Contract may be automatically terminated if the LABEL elects to proceed with the buyback of the Dismemberment of the Master Owner Rights relating to the Recording attached to the effective holding duly registered on the POLYGON blockchain provided that the LABEL credits the Holder's Wallet with an amount per Share, exclusively defined by BOLERO MUSIC, which shall not be lower or equal to the initial sale price on the primary market, and which shall be assessed with regard to three factors: the volume of transactions on the secondary market, the number of holders as well as the average price of the transactions on the secondary market, on the POLYGON blockchain at the time of the LABEL exercise of its buyback right.

The Holder accepts and expressly acknowledges that neither the LABEL nor BOLERO SAS shall be liable for the effective circulation of the NFT 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 NFT Song Shares; all technological risks associated with the operation of NFTs that do not fall under the services and/or control of the LABEL and/or BOLERO MUSIC (technical incident, security failure associated or not with the POLYGON blockchain, etc.); all risks of a legal nature associated with the use of the NFT Song Shares (e.g., the use of the POLYGON blockchain, the use of the NFT Song Shares, etc.); any legal or regulatory risks associated with the operation of NFTs.

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

The LABEL 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.