

BROADCAST RIGHTS AGREEMENT
HUSHHH PRODUCTIONS INC. IBC 91,720

TERMS AND CONDITIONS – 2009 – 2025

This Agreement and all terms and conditions herein are executed and agreed to by HPI and the Licensor.

Whereas the Licensor owns or controls all rights of the “Master Recordings” including the masters, publishing and distribution rights, authority to administrate collection of royalties, authority to grant the right to administrate royalties, the ultimate right to license or sub-license the “Master Recordings”, grant power of attorney with respect to the usage, monetization, collection, administration, accounting, reporting, and the right to grant the authority of collection and payment of royalties for the use of the “Master Recordings”, and wishes to grant all rights to HPI for the licensed use within the framework of the “Service” as detailed herein;

And,

Whereas HPI operates a business to business music transmission service to corporate, hospitality, and retail businesses, the service includes background ambiance music services and online transmission provided to HPI’s clients in Mexico, Central and South America, and the Caribbean markets, HPI wishes to acquire the rights to the “Master Recordings” and all aforementioned rights as defined in this agreement for the “*non-exclusive*” use as indicated in the context of the “Service” and as defined throughout this Agreement.

Licensor declares and hereby makes the Master Recordings provided to HPI available to HPI for use in HPI’s Services under the terms and conditions of this Agreement and duly grants power of attorney over the Master Recordings exclusively for the use within the terms set forth within this agreement. Now therefore, in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed as follows:

1. SCOPE OF SERVICE

For the purposes of this Agreement the “Service/s” is defined as the development, deployment and management of business to business music broadcast and transmission programs (Music Design, Music Programming, Closed Circuit Transmission and Branded Online Broadcast) within private business spaces and/or their associated physical spaces as well as telephony, virtual, and online platforms within the “Territories” including Mexico, Central and South America, and the Caribbean regions.

Under the authority of the Licensor and all the rights he owns and governs with respect to the Master Recordings, and for all affiliated services provided by HPI to its clients, the Licensor hereby agrees to grant HPI all herein mentioned rights regarding the management of all Master Recordings provided by the Licensor to HPI for the Services offered by HPI to its clients, and the right to sub-license the Master Recordings for the use and exploitation of the Service operated by the regional operational entities operated under HPI’s directorship. The entities operated by HPI are marketed under the brand names “Encanta Música™”, “MusicaQMueve™”, “Hushhh

Productions Inc™”, “MMNDA™”, or variations of the same names within the territories of operations.

PROJECT WEBSITES

www.encantamusica.com | www.musicagmueve.com
www.mmnda.com | www.hushhhproductions.com

Each regional entity is responsible for activities of sales, promotion, distribution, programming, and business/market development, the acquisition of clients and maintenance of accounts within each region. In addition, each regional entity develops sales strategies and platforms, and the creation of sales driven projects, in order to generate revenue for the exploitation of the Master Recordings. Each regional office adheres to local legal requirements of operations and HPI shall assure adherence to the terms and conditions of this Agreement within the legal statutes of each region for each entity.

The services provided within the scope of the Service include background music transmission within the public space of HPI’s clients, such as retail, hospitality, and corporate spaces, as well as online steaming broadcast via the internal, operative and/or public web domains of HPI’s clients, videos for internal presentations, promotional initiatives, or public relations campaigns, online streaming or transmission services or social media channels operated by HPI’s clients, within transportation vehicles of clients extending the brand experience during client/guest transfers, telephone on-hold systems, and other branded streaming or broadcast services operated by HPI’s clients.

2. GRANT OF RIGHTS

Licensor grants to HPI the non-exclusive right to make the Master Recordings available for exploitation within the Scope of Service to HPI and its subsidiaries for the promotion, transmission, and production of HPI’s projects for transmission, broadcast, and communication purposes, and exclusively for the clients of HPI in accordance with the terms of this agreement.

3. GRANT OF SUBLICENSE RIGHTS

Licensor authorizes HPI to sublicense rights granted herewith to a subsidiary of HPI, in which HPI has or hereafter obtains a controlling interest, or to a Company wholly owned and/or majority controlled by HPI and/or a parent company, or a company that operates under HPI’s guidelines and control of the usage of the Master Recordings as outlined in this agreement provided that HPI remains primarily liable for the performance of all obligations within this Agreement. In the event that any and/or all of the regional offices are subject to a complete acquisition by another party, HPI shall remain in control of the Licenses and sublicense the catalogue of Master Recordings under the terms and conditions of this Agreement and provided that HPI remains in control of the content, rights, licenses, and software/hardware, programming access, content management and royalty payment administration of the Master Recordings. Licensor does not grant HPI or its subsidiaries the right to sell or transfer the ownership, publishing or copyright in general of the Master Recordings without written approval by the Licensor.

4. SERVICE PLATFORM OF DELIVERY

The delivery mechanism for HPI's Services are via cloud based streaming services and/or hardware managed by HPI via proprietary software and independent servers, and via securely encrypted on-site units named Brightsign™, and are broadcast in a business to business format within the domains of the clients of HPI.

All projects are operated exclusively within the physical places and/or branded portals and domains of HPI clients' businesses and/or avenues, venues, mediums or communication platforms owned by HPI or clients of HPI. Consumer access will be made available exclusively through and within the private network and framework of HPI and/or the clients of HPI, via their channels and brands, and within the regions of operation of the client. Projects shall not be marketed or distributed to the general public inasmuch as a part of the clients own advertising and marketing of its own brand and services to the general public via private or public domains managed by HPI or its clients.

5. LICENSED TERRITORY

This license and rights granted shall cover all areas from the entire country of Mexico and Baja Peninsula, through all of Central America, all of South America and surrounding islands and/or sub territories, and all of the islands in the North and South Caribbean and surrounding Caribbean regions. The Licensor grants the rights to the Master Recordings to HPI, under the condition that clients of HPI have their main place of business and operations within the Licensed Territory. This license shall extend without prejudice to any client locations outside the Licensed Territory, exclusively within the client's place of business and not the Territory itself, if that territory is outside the agreed upon Licensed Territory. For example, a hotel with 10 properties in the Licensed area has a hotel in another country. Licensor shall be advised by HPI in such cases in case of legal obstacles which may prevent the use of the Master Recordings.

6. SERVICE REVENUE MODEL

HPI charges its clients a monthly rate for each "zone" or "location", the rate referred to in this agreement is the Programming, Logistics, Usage/Royalty rate, also known as the PLU/R rate. It is the monthly fee that HPI invoices to all clients which includes costs of Programming (i.e. music updates, playlist programming, dayparting), Logistics/delivery (i.e. customer support, streaming services, servers, equipment, installation/implementation, operation, tech support, customer service, application support and maintenance "The Encanta Música™ App", and usage royalties for broadcast, delivery, and/or transmission of the Master Recordings. The PLU/R rate charged to clients is not fixed and may change from client to client as determined by client logistics, volume and regions.

Master Recordings usage and royalty earnings is published in the Music Partner Account Payment and Usage Dashboard, a proprietary accounting system provided to each Licensor with each his own private account with unique password and login details, with each project's PLU/R rates published reflecting usage within each project and subsequent earnings.

7. ACCOUNTING, PAYMENTS, AND TAXATION

HPI shall be transparent in relation to Master Recording usage and earnings for each project and all such information shall be detailed on a per project basis within the Licensors Music Partner Accounting and Payment Dashboard. The source of payments originate from the clients of HPI's regional operating entities.

Licensor understands that royalty payments may be subject to withholding tax according to international law with respect to the royalties payable to Licensor in accordance with the government of any region. HPI will exploit all accounting expertise of local professionals in order to mitigate such withholdings and obtain the best taxation situation possible for the Licensor. In the case of withholding, HPI will notify Licensor of such withholding and deliver any available supporting documentation as necessary and/or available. Thus, taxes may be applied according to the local laws, and when possible HPI will provide Licensor with an Application for Income Tax return from the country of origin where payment originates or the contacts in order to obtain the necessary documentation.

Licensor accepts sole responsibility to declare and pay taxes on earnings in the region of origin and/or domiciled, as directed based on the law within his territory where earnings took place in the country of Licensors origin and considering any tax treaties the two countries may have. Licensor absolves HPI and all of its subsidiaries, and all clients of HPI of any and all responsibility with respect to payment of taxes on earnings of the Licensor through the services of HPI or its subsidiary operations.

Licensor is entitled to inspect or audit HPI's report of Licensor's Master Recordings at their own expense by a sworn accountant or auditor during HPI's business hours and subject to advance notification of at least 14 (fourteen) business days. Repeat auditing of a settlement by the Licensor or his associates is not permitted. In the event of the audit revealing a difference to the detriment of the Licensor of more than 5 (five) per--cent, or at least \$1,000.00 USD, HPI shall pay the appropriate costs of the audit as well as make a back-payment of the difference amount within 90 business days.

8. PAYMENT METHOD

Payments can be made with PayPal, bank wire, or crypto wallet. Licensor is solely responsible for any transfer fees charged by their institution or payment method of choosing. HPI does not and shall not account for or back--charge transfer fees imposed by third parties to its clients, thusly the Licensor shall consider such fees, and agrees that any monies deducted by third parties from the amount paid by HPI to Licensor, as an operational cost and absolve HPI or its subsidiaries from liability of payment of transaction charges by any transfer services of any kind.

9. MUSIC PARTNER ACCOUNT PAYMENT AND USAGE DASHBOARD

Each Licensor shall have a its own unique royalty accounting platform account on the Music Partner Accounting and Payment Dashboard. Within the Dashboard details are published such as Active Projects featuring provided Master Recordings, Breakdown of different "Zones" where Master Recordings Appears, Total net Royalties Collected per Zone per Month, Multiplication of

number of Zones, and Earnings Calculations Per Track per reproduction, as well as other pertinent performance statistics in order to provide extensive details to each Licensor. Certain dashboard details include; Names of Projects, Monthly fees Collected, Total Master Recordings in Use, Per Song Earning, Per Project Balance, and Total Account Balance.

Upon registration the Licensor must input its business details according to the requirements indicated in order to facilitate automated invoicing as detailed herein. Payments are calculated in 6-month usage blocks, for example, January – June, July – December, as such, payments occur each year in JULY for the period of January through June, and in JANUARY for the period of July through December. Royalty revenue is made available for distribution approximately Fifteen to Twenty natural days after each block, and payment is distributed as one single payment, the sum of all projects.

Prorated payments are added to the following cycle, and are defined as monthly PLU/R payments that are pending collection. Clients of HPI and its subsidiaries have an accounting grace period from the time of invoice on the 1st day of each month, and generally pay between the fifteenth and thirtieth day each month. However, in some cases payments may be processed at a later date, and in such cases, for example late payments for the month of June (the end of the first annual royalty payment cycle) which are not received prior to the payment cycle reporting closing period, and are received in July, will be added to the balance for payment in July. Prorated balances are detailed in the account balance for each Licensor with the Dashboard including the amount pending to be added to the following payment cycle.

Licensor has 60 natural days from the 15 of July and the 15 of January each year to claim and accept payment from each period. If payment is not claimed within 60 days the balance shall be prorated and the account balance shall accrue and be added to the consecutive payment period without interest. Prorated payments may be available outside of the payment period cycle with minimum 30 days advance notice requesting payment and will be subject to a USD\$170.00 (“One hundred and seventy dollars”) processing fee not including banking fees levied by the Licensor's bank on receiving international transfers. To request a prorated balance payment outside of the regular payment cycle, Licensor must write an email to: payments@encantamusica.com, with the subject heading “Prorated Payment Request”. Apart from the processing fee, no other interest shall be applied to account balances at any time.

An invoice to HPI for the payment amount will be automatically generated by the accounting platform using the details input during the registration process, inputting the correct information is required and is the full responsibility of the Licensor, who thus declares that invoices generated by the system for payments shall be legal and binding as if generated from the Licensor's own accounting department. Each account will retain payment history, Usage reports, and invoices generated will be available for download directly from the Dashboard to facilitate and synchronize accounting / reporting.

10. CURRENCY OF ROYALTY PAYMENTS

The currency used to define the value due to Licensor for royalty's due shall be based on the same currency which HPI invoices its clients and/or collects payments. HPI guarantees fair and equal payment for all Master Recordings to all Licensors; Most Favored Nation (MFN) fixed rates on all projects to all Licensors for non-exclusive licensing within the Services as defined herein.

Currency to date: United States Dollars

11. TAXATION AND WITHHOLDING

For the sake of local taxation, regional entities may have uniquely registered businesses licenses that conduct business operations, administration, and payment of local duties and taxes in each region, under the supervision of HPI.

12. PERFORMANCE / BROADCAST RIGHTS

Broadcast / Authors Rights fees for background music transmissions in public spaces are levied by collective rights societies to business owners for the right to transmit, perform, broadcast, and transmit music and other media within a public space, with the ultimate intention of distributing payments to the authors of the Master Recordings that are in use in each public space.

A list of societies within the territories of operation may be found in "Annex A". This list may be incomplete and will be updated from time to time as new collective rights societies emerge in different markets claiming legal right to representation of the Licensors content.

For the purpose of this agreement and as agreed between HPI, HPIs clients, and the Licensor, the Licensor hereby declares to own complete control of all rights of the "Master Recordings" provided to HPI for use within the service, including the masters, publishing and distribution rights, authority to administrate collection of royalties, authority to grant the right to administrate royalties, and the ultimate right to license the "Master Recordings" and grant power of attorney with respect to the collection, accounting, monetization, reporting, and the payment of royalties to the Licensor for the "Master Recordings" used as defined herein for "The Service", namely transmission in public spaces and online domains of HPI's clients. Licensor further declares and hereby makes the "Master Recordings" provided to HPI available to HPI for use in HPI's projects under the terms and conditions of this Agreement including power of attorney over the administration and distribution of royalties for the use within the services rendered by HPI to its clients.

13. COLLECTIVE RIGHTS AND AUTHORS RIGHTS SOCIETIES DECLARATION

The Licensor hereby declares that due to lack of playlist auditing and/or transparency and/or diminutive payments received by the Licensor from third party collective rights societies, and with respect to broadcast/collective rights societies operating in the regions where HPI operates, that the clients of HPI while responsible for all such payments for the transmission of the Master Recordings known commonly as "Broadcast Rights", and as owner of the Master Recordings where transmission takes place, shall hereby absolve HPI and HPIs clients or subsidiaries of HPI to pay said societies for background music rights and or licensing on behalf of the Licensor. As the

owner of the Master Recordings, the Licensor defers those rights to HPI only for the clients of HPI and not generally within the territory covered by the societies.

The Licensor agrees and hereby appoints HPI as the collector and administrator of the Broadcast / Authors Rights License Payments for the use of the Master Recordings within the application of the Services operated by HPI and provided by HPI to its clients and within the domains physical and virtual of those clients. The Licensor hereby exempts HPI and its clients of any additional payments to collective rights societies annotated in "Annex A" as well as any not mentioned in this Annex.

The Licensor releases the collective rights societies of the right to the collection of background music or Broadcast / Authors Rights royalties of HPI it's clients or subsidiaries, thus absolving the clients of HPI being "double charged" on top of royalties collected and paid by HPI to the Licensor. The Licensor agrees to receive Broadcast / Authors Rights License Payments from HPI as payment for Royalties for use for transmission within the projects and usages as defined within this Agreement.

Licensor agrees not to recognize the authority of any association of authors rights or collective rights payment associations or their governing bodies exclusively in direct association with HPIs services and its clients, and irrevocably grant HPI the exclusive right and power of attorney to administrate, calculate, collect and pay the royalties to the Licensors where the services of transmission of background music and ancillary services are provided by HPI and its subsidiaries to their clients in the aforementioned territories. Licensor declares, exclusively in relation to the transmission of our authorized content to grant all rights and privileges as outlined in the HPI licensing and service agreements, and thus such authority to invoice and distribute royalty payments shall lie unto HPI unless otherwise revoked with an original notarized document sealed by the notary with stamp and the signature of the legal owners of the content, delivered with due notice at least 60 days in advance of date of revocation.

14. WARRANTIES

Both parties warrant to have the right to enter into this Agreement, and Licensor further warrants and represents that it is under no disability, duress, restriction or prohibition with respect to its right to grant and the actual grant of rights herein.

If Licensor is a record label representing "Master Recordings" by many authors, and the "Master Recordings" has been removed by said authors from Licensor's legal right to sublicense or represent, Licensor agrees to immediately notify HPI to remove from playlists. Licensor shall assume any responsibility and absolve HPI and its clients for breach of agreement, legal demands or additional payments to authors in the case that Licensor does not notify HPI in writing by email to support@encantamusica.com.

15. MASTER COPY DELIVERY

Master Recordings should be delivered via FTP upload or via download link as 320bit rate mp3 files, no lower than 128 bit-rate, NOT with variable bit-rate. Physical copies are not required. The

Licensor shall provide HPI with the Master Recording(s) in accordance with the technical instructions provided by HPI. Licensor shall supply Master Recording(s) in a suitable form for reproduction and shall bear the production costs of these recordings prior to delivery of the Master Recordings.

16. ALTERATION OF MASTER RECORDINGS

HPI shall NOT be permitted to alter the core Master Recordings except for editing or bleeping vulgar lyrics, fading in and/or out the beginning and/or end of any song as necessary for use in the project, or altering the tempo to fit the tempo of client requirements.

17. INDEMNITY

Licensor hereby assures that no legal restrictions stand in the way of the grant of right or the use of the Master Recordings by HPI, its subsidiaries or clients, and that the rights held are free from restrictions from third parties and/or that rights of third parties do not alter the use in the context of this Agreement. HPI is entitled to refuse or stop use of the Master Recordings at any time if the terms of this Agreement are violated by the Licensor. Licensor indemnifies and holds harmless HPI, and/or its subsidiaries in the event of any legal action which may come upon them and agrees to absolve HPI and its subsidiaries of any claims against them contrary to this Agreement.

The Licensor agrees to defend, indemnify and hold harmless against any and all liability, loss, damage, cost or expense, including reasonable attorney's fees, paid or incurred by reason of any breach of any warranties or representations agreed to within this Agreement. HPI shall notify the Licensor in writing via email of any claim or action, and Licensor shall be given reasonable opportunity to defend HPI, its subsidiaries, its clients and agents against any claim or action.

18. TERM

The acceptance of the agreement enters into force upon activation of the royalty platform account and/or receipt of payment of royalties by the Licensor by checking the agreement to terms and conditions, thus the Licensor agrees to the terms and conditions of this agreement and such acceptance shall be considered legal binding as a digital agreement with no physical signature required, and shall be considered fully binding and in force by all international legal standards.

This Agreement is effective for a period of 1 (one) year from full execution. The Term shall be perpetually extended for 1 (one) year periods unless termination is requested via email or HPI fails in a Master Recordings obligation of this contract. This agreement shall renew perpetually unless terminated in writing by the Licensor. In the case of termination this Agreement, and/or of the contractual term between HPI and its client, the Master Recordings subject to termination shall be deleted from HPI's catalog and removed from the all playlist libraries within 30 (thirty) working days of expiration/termination.

Licensor may not terminate the contractual obligation at any time for "Master Recordings" that have been paid for and are in use, and "Master Recordings" which are in use at the time of

termination shall remain in use until the period paid for its usage expires, i.e. if usage is paid through February and Licensor cancels in January cancellation takes effect at the end of February.

19. FORCE MAJEURE

Neither party shall be liable for any failure of, or delay in, the performance of their respective obligations under this Agreement to the extent such failure or delay is due to circumstances beyond reasonable control, including without limitation, acts of nature or acts of a public enemy, destructive fires, economic collapse, currency devaluation, floods, wars, civil disturbances, sabotage, accidents, insurrections, blockage, embargo, storms, explosions, labour disputes and/or acts of any governmental body, nor shall any such failure or delay give the other party the right to terminate this Agreement. Each party shall use its best efforts to minimize the duration and consequences of any failure of or delay in performance resulting from force majeure, however no liability financial, legal or otherwise shall be forced upon either party in case such circumstances result in loss of life, income or existence.

20. RIGHTS OF TERMINATION

In the event either party shall fail to perform any of the obligations required of it hereunder and such failure is not cured within 30 (thirty) days after receiving notice thereof, OR in the event that either party shall go into compulsory liquidation or special liquidation, or shall go into bankruptcy, or any insolvency proceeding shall be commenced against such party, THEN in that event either party may cancel or terminate this Agreement upon giving not less than 30 (thirty) business days written notice to the defaulting party. Notice of termination shall only be valid if served in writing, notarized unless impossible with notary seal, and with evidence of delivery (registered mail).

21. REGISTRATION AND ENFORCEABILITY

The parties agree to the terms and conditions set forth in this Agreement and related documents to be entered into in connection with this Agreement, and will be considered legally binding and enforceable upon registration on the HPI music partner accounting platform where this Agreement shall be posted, or with the acceptance of payment by any party from HPI or any of its subsidiaries. The Licensor shall receive the request for registration and conjointly with the official online registration of the Licensor it will be considered by both parties as being the same as a signature of the Licensor upon this Agreement.

22. MOST FAVORED NATION(MFN)

All of the benefits and terms granted by HPI to the Licensor herein are at least as favorable as the benefits and terms granted by HPI to any other Licensor of the Master Recordings described in this Agreement. Should HPI enter into any subsequent agreement with any other Licensor during the term of this Agreement which provides for benefits or terms more favorable than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide the Licensor with those more favorable benefits and terms. HPI shall notify Licensor promptly of the existence of such more favorable benefits and terms and Licensor shall have the right to receive the more favorable benefits and terms immediately. If requested in writing by the Licensor, HPI shall amend this Agreement to contain the more favorable terms and conditions.

22. SECTION HEADINGS, CONSTRUCTION

The Headings of sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require.

23. LANGUAGE

This original Agreement is in the English language and the English original version shall be regarded as the authoritative and official text. All translations of this Agreement are for convenience purposes only.

24. CONFIDENTIALITY

The Licensor agrees to keep and hold confidential all details of this Agreement and business details of HPI and its subsidiaries to any and all outside parties. The Licensor and its agents understand the nature of this Agreement and the confidential nature of the terms and conditions, and hereby evoke upon themselves absolute confidentiality during the period of this Agreement and for 5 (five) years afterward in the case of termination of this Agreement.

25. AGREEMENT PURPOSE AND STATUS

This agreement does not constitute or guarantee any financial transaction between HPI and Licensor, and any all financial transaction shall be administered and paid by HPI subsidiaries. This Agreement status is a legal agreement for the grant of rights and the administration of the rights and use of Master Recordings only.

26. ENTIRE AGREEMENT, LEGAL DISPUTE

This Agreement constitutes the entire agreement among the parties and supersedes all prior understandings, negotiations, letters or commitments of whatsoever nature and may not be modified except by an officer of HPI.

This Agreement shall be governed by the Laws of Belize, a British Commonwealth territory, and the legal place of jurisdiction for all disputes, at the legal registered office of HPI. Licensor may address all legal correspondence to the registered mailing address only of HPI as noted in this Agreement. If a provision of this Agreement proves to be invalid for legal reasons, the validity of the Agreement as a whole shall remain unchanged. Any such invalid provision must be substituted by a legally valid provision corresponding to its intended contractual purpose as defined herein.

This Agreement is Duly Signed and in force by the authority of the Managing Director of HPI,

A handwritten signature in dark ink, appearing to be 'Andras Szabo', with a stylized flourish at the end.

Mr. Andras Szabo

The first day of the month of January the year two thousand and twenty-five. 01-01-2025

For the purposes of this Agreement the following contact information applies:
LEGAL CORPORATE DETAILS OF LICENSEE

ATTN: Hushhh Productions Inc. (IBC # 91,720)

Orion Corporate & Trust Services Ltd.
Suite 201, No. 8 Eve Street
P. O. Box 1708
Belize City, Belize

CONTACT INFORMATION

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