

BROADCAST RIGHTS AGREEMENT – HUSHHH PRODUCTIONS INC. IBC 91,720 TERMS AND CONDITIONS – 2009 - 2022

This Agreement and all terms and conditions herein are executed and agreed to by HPI and all its Licensors.

Whereas the Licensor owns or controls all rights including the publishing, distribution, administration of royalties, and the right to license the “Material” also known as the “Master Recording(s)”, for the use of transmission in public spaces, hereby makes such Material available to HPI only for use in HPI’s projects under the terms and conditions of this Agreement, and

Whereas HPI operates corporate and business to business background music services in Mexico, Central and South America, and the Caribbean markets and wishes to acquire the legal right to the Material for the “non-exclusive” use as indicated in the context of “The Service” and as defined throughout this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, it is agreed as follows:

1. THE SERVICE

For the purposes of this Agreement ‘Operations’ and ‘The Service’ defined are the development and deployment of business to business broadcast and transmission programs (Music Design, Music Programming, Closed Circuit Transmission and Branded Online Broadcast) within private business spaces and/or their associated physical and/or virtual platforms.

HPI manages all Material and sub-licenses for use and exploitation to regional operational entities marketed and sold under the brand names Encanta Música™, MusicaQMueve™, Hushhh Productions™, or variations of the same names. Regional entities may have registered businesses conducting business operations, administration, and paying local duties and taxes in each region, and under the supervision of HPI.

PROJECT WEBSITES

www.encantamusica.com | www.musicaqmueve.com

Each regional office is responsible for market presence and the 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 office develops sales strategies and platforms, creation of sales driven projects, in order to generate revenue for the exploitation of the Material. Each regional office adheres to local legal requirements of operations. HPI shall assure adherence to the terms and conditions of this Agreement within the legal statutes of each region for each entity.

The Licensor agrees to make available non-exclusive use of the Material to HPI and subsidiaries for use and production of projects for transmission, broadcast, and communication purposes exclusively for the clients of HPI. Projects considered within this framework include background music transmission/broadcast, online radio/transportation vehicles of clients, telephone on-hold, and other branded streaming services. The delivery mechanism for these services are via cloud based streaming services and/or software managed secure encrypted hard drive units and are broadcast in a business to business format within the domains of the clients of HPI.

All projects shall be operated exclusively within the physical places and branded portals/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 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 client's own advertising and marketing of its own brand and services to the general public.

For any projects which are production and/or are sales driven, e.g. online compilations, online downloads, client branded app-based music sales, online channels, etc., HPI will notify the Licensor for approval for inclusion of Material prior to project launch.

Payment details for all projects are defined in ANNEX A. Fair and equal payment for all projects among all Licensors; HPI guarantees Most Favored Nation (MFN) fixed rates on all projects for non-exclusive licensing within the Services as defined herein.

2. 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.

Currency to date: United States Dollars

3. LICENSED TERRITORY

This license 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 Caribbean and surrounding Caribbean regions (hereinafter to be referred to as the "Licensed Territory"). The Licensor grants the right to use the Material 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 clients 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.

4. GRANT OF RIGHTS

Licensor grants to HPI the non-exclusive right to make the Material available for exploitation within the Service, according to the terms of this license.

5. DEFINITION OF “PLR” and/or “PLU” RATE

The rate referred to in this Agreement is the Programming, Logistics, and Usage/Royalty 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, costs of implementation/operation, tech support) and Usage/Royalties for broadcast, delivery, and/or transmission of the Material. The PLR rate is not fixed and may change from client to client as determined by client logistics, volume and regions. Each projects royalty volume and due payments is published in the Project Usage/Royalty reports section of each music partners private account payments platform.

6. ACCOUNTING AND PAYMENTS

HPI shall be transparent in relation to Material usage and earnings for each project and all such information shall be detailed on a per project basis within the Licensor's Royalty Accounting Platform dashboard.

Licensor understands that 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 when such withholding and support Licensor to acquire any relevant documents obtained or obtainable.

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.

Licensor is solely responsible to declare and pay taxes on earnings as directed based on the law within the territory where earnings took place in the country of Licensor's 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 Material 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.

7. 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.

8. LICENSOR ACCOUNT SECTION AND PAYMENT DETAILS

Each Licensor shall have a its own “Royalty Accounting Platform” account, within a Dashboard with details such as Active Projects (Projects featuring your Material), Track Appearance per project, and Earnings Calculations Per Track.

Dashboard Details: Names of Projects, Monthly fees Payable, Total Material 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. Payments occur each year in JULY and JANUARY.

Projections and availability are posted and include the amount being generated, and the time the revenues will be distributed. Royalty revenue is made available for distribution approximately 20 natural days after each block, and payment is distributed as one single payment, the sum of all projects.

Licensor has 60 days to retrieve payment when notified. If not claimed the balance shall be prorated and the account balance shall accrue and be added to the consecutive payment period. Accounts with prorated balances may be available outside of the payment period cycle with minimum 30 days advance notice requesting payment write to: payments@encantamusica.com.

No interest shall be applied to account balances at any time.

An invoice to HPI for the payment amount can be automatically generated by your accounting platform using the details input during the registration process. Licensor 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.

9. GRANT OF SUBLICENSE RIGHTS

Licensor approves that HPI shall be entitled 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 Material 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 Material under the terms and conditions of this Agreement.

Licensor agrees to allow HPI to sublicense the rights to his clients for usage under the terms of The Service and as indicated in this Agreement, provided that HPI remains in control of the content, rights, licenses, and software/hardware, programming access, and content management of the Material. Licensor does not grant HPI or its subsidiaries the right to sell or transfer the ownership, publishing or copyright in general of the Material without written approval by the Licensor.

10. 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, restriction or prohibition with respect to its grant of rights hereunder.

If Licensor is a record label representing Material by many authors, and Material 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.

11. MASTER COPY DELIVERY

Material should be delivered via FTP upload or via download link as 320bit rate mp3 files, no lower than 128 bit-rate, and 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 Material.

12. ALTERATION OF MATERIAL

HPI shall be NOT be permitted to alter the core Material with the exception of editing and/or fading in and/or out the beginning and/or end of any song as necessary for use in the project, provided that alterations comply with the warranties enclosed herein. HPI may alter the length Material if necessary or may edit/bleep vulgar lyrics to Material to make appropriate for use.

13. PERFORMANCE / BROADCAST RIGHTS

Broadcast Rights License Payments are generally levied by collective rights societies for the right to perform, broadcast, or transmit media within a public space, with the intention of distributing payments to the authors of the Material. A list of societies within the territories of operation may be found in "Annex B".

The Licensor hereby declares, due to lack of playlist auditing and/or transparency and/or diminutive payments received by the Licensor from the collective rights societies, and with respect to broadcast/collective rights societies operating in the regions where HPI operates, the clients of HPI while responsible for all such payments for the Performance of the Material known commonly as "Broadcast Rights", and as owner of the Material where transmission takes place, shall absolve HPI and the clients or subsidiaries of HPI to pay said societies for background music on behalf of the Licensors Material, and thus 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 Rights License Payments for the use of the Material within the application of the Services provided by HPI to its clients and within the domains both 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 B" as well as any not mentioned.

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

14. INDEMNITY

Licensor hereby assures that no legal restrictions stand in the way of the use of the Material 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 Material 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.

15. TERM

Upon activation of the royalty platform account and/or receipt of payment of royalties by the Licensor the Licensor agrees to the terms and conditions of this agreement and is considered binding as a digital agreement with no physical signature required.

This Agreement is effective for a period of 1 (one) year from full execution. The Term shall be extended for a 1 (one) year period unless termination is requested via email or HPI fails in a material obligation of this contract. Licensor may not terminate the contractual obligation at any time for Material that has been paid for use and is in use, and Material which is 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

This agreement shall renew perpetually unless terminated in writing by the Licensor. Upon termination or expiration of this Agreement, and/or of the contractual term between HPI and its client, the Material subject to termination shall be deleted from HPIs catalog and removed from the all playlist libraries within 30 (thirty) working days of expiration/termination.

16. 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, 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.

17. 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 with evidence of delivery (registered mail).

18. 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 hosted, 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 response of official email registration of the Licensor it will be considered by both parties as being the same as a signature of the Licensor upon this Agreement.

19. 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 Material 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.

20. 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.

21. 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.

22. 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.

23. 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.

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

Managing Director: Mr. Andras Szabo
Phone: +52 558 421 9288
Email: az@hushhhlounge.com

PAYMENTS AND ACCOUNTING

Ms. Nuvia Cetina
Email: payments@encantamusica.com

GENERAL SUPPORT

support@encantamusica.com

ANNEX A

OVERVIEW OF PAYMENTS OF ROYALTIES

The following EXAMPLE rates are the guaranteed rates for all Non-Exclusive Material according to MFN. Values/fees used in examples are assumptions/averages and may vary by project.

BROADCAST/BACKGROUND EXAMPLE

of Zones = 100

Monthly PLR Rate Per Zone = USD\$75.00

Gross Income = USD\$75,000.00

Net Revenue = USD\$37,250.00

Royalty 40% of Net = USD\$14,900.00

of Songs in Playlist = 4000

Paid Per Song Per Appearance Monthly = USD\$3.73

Example with 100 songs/appearances

Paid USD\$373.00 per month

USD\$2,238.00 per period (6months)

Definition 'Per Appearance': A song may appear more than once in a playlist, (For example a hotel with many different areas) such as in a playlist for a pool area, and again in a lobby, and again in an international restaurant. Each appearance is considered a single song, so the song would earn the value per appearance.

Payment Period is the payment structure for all payments and allows for consolidation of collections. January – June paid in **JULY**, July – December paid in **JANUARY**

ANNEX BArgentinaSADAIC
ARGENTORESwww.sadaic.org.ar/
www.argentores.org.ar/BrasilUBC BRÉSIL
ASSIM
SBACEM
SOCINPRO
SICAMwww.ubc.org.br/
www.assim.org.br/
www.sbacem.org.br/
www.socinpro.org.br/site/
www.sicam.org.br/Belize

BSCAP

www.accscaribbean.com/societies/bscap

Bolivia:

ABAIEM
ASBOPROFON
SOBODAYCOMwww.sobodaycom.org/

Cuba

ACDAM

www.acdam.cuColombia:ACINPRO
SAYCOwww.acinpro.org.co/
www.sayco.org/ChileSCD
PROFOVIwww.scd.cl/www/
www.profovi.cl/Costa Rica

ACAM

www.acam.cr/

Dominican Republic

SGACEDOM
EGEDA
ONDA
SODINPRO
SODAEIwww.sgacedom.com
www.egeda.do
www.onda.gob.do
www.sodinpro.org
www.sodaie.org/

Ecuador

SAYCE

www.sayce.com.ec/

Guatemala:

AEI www.aeiguatemala.org/

Mexico

SOMEXFON www.somexfon.com/

SACM www.sacm.org.mx/

INDAUTOR www.indautor.gob.mx/

Paraguay

APA www.apa.org.py/home/

Peru:

APDAYC www.apdayc.org.pe/

ANAIE www.universidadperu.com/empresas/asociacion-nacional-de-artistas-interpretes-y-ejecutantes-anaie.php

UNIMPRO www.unimpro.org/sitio/

Panama

SPAC www.spac.org.pa/

SEA www.seapanama.org/estatutos-de-sea/

Salvador:

SACIM www.sacim.org/

Uruguay

AGADU www.acam.cr/

Venezuela

SACVEN www.sacven.org/

Caribe

ECCO

JACAP

COTT

COSCAP