

DELIVERED VIA EMAIL

Jasmine Kiara
mgmt@gemsmca.com

June 2, 2025

RE: "Uncommitted" MUSIC PRODUCTION AGREEMENT

Dear Kenji Niyokindi,

This Music Production Agreement (the "Agreement") is made and entered into on this June 2, 2025, between Ben Lucid ("Producer"), also referred to as John Doe for the purposes of this agreement and Jasmine Samadhin ("Artist"), also referred to as Jasmine Kiara, for the purposes of this agreement. Producer and Artist are collectively referred to as the "Parties."

1. MASTER RIGHTS:

- a. The Parties agree that Jasmine Kiara retains the master rights ("Master Share") for the recorded works created under this Agreement.

2. PUBLISHING RIGHTS:

- a. The Parties agree to equally split the publishing rights ("Publishing Share") for the recorded works created under this Agreement, with each party receiving a 30% share.

3. OWNERSHIP OF WORKS:

- a. The Parties acknowledge that the Artist retains the full and exclusive right to grant synchronization licenses & permissions for the recorded works "Uncommitted" to third parties. The Artist's written permission alone shall be sufficient for synchronization licensing purposes.
- b. The Artist retains the right to sell their share of the works, including the master rights and publishing rights for the track "Uncommitted", to other interested parties. The Artist has full authority to negotiate and execute such transactions at their own discretion.
- c. The Artist retains the Synchronization license and the Master use license, under sole authority.

4. PRODUCTION SERVICES:

- a. The Producer shall provide music production services to Jasmine Kiara for the recorded works, including but not limited to recording, arranging and production of the song titled "Uncommitted".
- b. The Parties shall agree upon a mutually acceptable schedule for the completion of the production services, including any applicable deadlines.

5. COMPENSATION:

- a. The Parties agree to split the publishing royalties ("Publishing Royalty Splits") for the works "Uncommitted" as follows: Ben Lucid shall receive 30% of the publishing royalties, and Jasmine Kiara shall also receive 30% of publishing royalties.
- b. **Streaming/Sync/Purchasing Splits:** The Parties agree to split the net revenue generated from streaming and purchasing of the track "Uncommitted" ("Streaming/Sync/Purchasing Splits") as follows: Ben Lucid should receive 30% of net royalties and Jasmine Kiara should receive 50%.

6. PERFORMANCE RIGHTS:

- a. **Public Performance Right:** Jasmine Kiara shall have the exclusive right to publicly perform the song "Uncommitted" and authorize others to perform the song publicly. This includes live performances, concerts, radio airplay, television broadcasts, streaming services, and any other public performances of the song.
- b. **Mechanical Right:** Jasmine Kiara shall have the right to authorize the reproduction and distribution of the song "Uncommitted" in the form of physical copies, such as CDs or vinyl records, as well as digital downloads. This right allows Jasmine Kiara to grant licenses for the manufacturing and distribution of these copies to third parties.
- c. **Synchronization Right:** Jasmine Kiara shall have the right to authorize the synchronization of the song "Uncommitted" with visual content, including, but not limited to films, TV shows, commercials, and online videos. This includes granting licenses for the use of the song in these visual productions.
- d. **Digital Performance Right:** Jasmine Kiara shall have the right to authorize the digital transmission and performance of the song "Uncommitted" through digital platforms, including but not limited to streaming services, online radio, and webcasting.
- e. **Non-Interactive Digital Streaming Right:** Jasmine Kiara shall have the right to authorize the non-interactive streaming of the song "Uncommitted" through digital platforms, where users cannot control the specific songs played. This includes services such as Pandora and other non-interactive internet radio platforms.

7. COPYRIGHT:

- a. The Parties acknowledge and agree that the copyright in the musical works created under this Agreement, including the track "Uncommitted" shall be owned jointly by The Artist.
- b. The Artist shall have equal rights to exploit, license, and enforce the copyright in the musical works.
- c. Any income derived from the exploitation of the copyright, including mechanical royalties, synchronization fees, and performance royalties, shall be distributed according to the royalty provisions outlined in Section 5 of this Agreement.

- d. The Artist shall take all necessary steps to protect and register the copyright in the musical works, including but not limited to registering the works with relevant copyright authorities, and including proper copyright notices on all commercially released recordings.

8. ORIGINALITY AND NON-PLAGIARISM:

a. **Producer Declaration:** _____, herein referred to as the "Producer" declares and affirms that all music productions, compositions, and arrangements provided under this Agreement, including the track "Uncommitted," are original works created by the Producer and do not replicate, imitate, or plagiarize any existing musical compositions or recordings, whether by the Artist or any other third party.

b. **Indemnification:** The Producer further agrees to indemnify and hold Jasmine Kiara, herein referred to as the "Artist," harmless from any claims, demands, suits, damages, liabilities, or expenses that may arise due to any breach of the aforementioned declaration.

c. **Cooperation:** The Artist reserves the right to request additional documentation or information from the Producer to substantiate the originality and non-plagiarism of the works. The Producer agrees to provide such documentation or information promptly upon request.

9. ACCOUNTING & PAYMENTS:

a. The Parties agree that all owed revenue earned from royalties by The Producer, shall be paid out to The Producer every three months (four times a year) following the first day of the public release of the works. If an upcoming payment date falls on a statutory holiday or weekend date, payment will be processed on the next business day.

b. The Artist agrees to collect royalties on behalf of The Producer by the music distribution company of The Artists choice, and pay royalties to The Producer as outlined in Section 5. If The Producer is owed less than one hundred CAD dollars (\$100), royalty revenue shall be carried forward onto the following 3 month statement and cumulatively paid to The Producer once royalty revenue reaches one hundred CAD dollars (\$100) or more. The Artist's accounting statements shall be based upon information provided by its publisher and distributor (e.g. iTunes) regarding streaming/purchasing information, and any applicable television/film synchronization placements. No Royalties shall be payable to The Producer, until payment has been actually received by the Artist from the distributor, and/or credited to The Artist's account.

c. Payment of royalties at this time shall be made to _____ in the following manner: Electronic Transfer (E-Transfer), Electronic Funds Transfer, or Cheque. A receipt is to be provided by the Producer to The Artist to show proof of payment, at every earliest possible opportunity. Payment methods may be subject to change.

d. The Artist agrees to inform The Producer about any changes in music distributor and agrees to disclose any material facts that may affect the timing of payment of royalties owed to the Producer. The Artist has sole and exclusive right to determine the length of sale, purchase or performance of the works "Uncommitted" to the public.

10. CREDIT AND PROMOTION:

- a. The Parties agree that _____ shall receive the appropriate production credit on all commercially released recordings resulting from this Agreement.
- b. The Parties may mutually agree on the extent and manner in which _____'s name shall appear on the recordings and in any accompanying promotional materials.
- c. The Parties agree that Jasmine Kiara and Rahiim Bray are the sole lyrical writers of the song and will be credited as such.

11. TERM AND TERMINATION:

- a. This Agreement shall commence on the date of the fully executed agreement by both parties, and shall continue in perpetuity.
- b. Either Party may propose the termination of this Agreement, and such termination shall only be effective upon written agreement and consent of both Parties.

12. ENTIRE AGREEMENT:

- a. This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the subject matter hereof.

13. MODIFICATION:

- a. Any modification or amendment to this Agreement must be in writing and signed by all Parties.

Date

Legal Name

Signature

Date

Legal Name

Signature