

## # EXCLUSIVE RECORDING AGREEMENT

This Agreement is made as of January 15, 2025 by and between:

**\*\*Starlight Records, LLC\*\***, a California corporation with its principal place of business at 8730 Sunset Boulevard, Suite 400, Los Angeles, CA 90069 (hereinafter referred to as "Company" or "Label")

and

**\*\*Sarah Chen\*\***, professionally known as "CHEN", an individual residing at 1242 N Harper Avenue, West Hollywood, CA 90046 (hereinafter referred to as "Artist")

### ## 1. TERM

1.1 Initial Period: The initial term of this Agreement shall be for a period of two (2) years commencing from the date hereof ("Initial Period").

1.2 Option Periods: Company shall have three (3) separate options to extend the term of this Agreement for additional one-year periods following the Initial Period ("Option Periods").

### ## 2. RECORDING COMMITMENT

2.1 During each contract period, Artist shall record and deliver to Company one (1) complete album containing no fewer than ten (10) newly recorded master recordings of different musical compositions ("Album").

2.2 Each master recording shall be of technically satisfactory quality for commercial release, as determined by Company in its reasonable discretion.

### ## 3. COMPENSATION

3.1 Advance: Company shall pay Artist a non-returnable but recoupable advance of One Hundred Thousand dollars (\$100,000) upon full execution of this Agreement.

3.2 Royalties: Company shall pay Artist the following royalties on net sales:

- Digital Downloads: 25% of net receipts
- Physical Albums: 16% of retail price
- Streaming: 22% of net receipts
- Synchronization: 50% of net receipts
- TikTok/Social Media Usage: 25% of net receipts

3.3 Accounting: Company shall account to Artist semi-annually within ninety (90) days after June 30 and December 31 of each year.

## **## 4. OWNERSHIP AND RIGHTS**

4.1 All master recordings created under this Agreement shall be the sole and exclusive property of Company throughout the world and in perpetuity.

4.2 Company shall have the exclusive right to manufacture, distribute, sell, license and otherwise exploit the masters in all formats and media, whether now known or hereafter developed.

## **## 5. MARKETING AND PROMOTION**

5.1 Company commits to a minimum marketing spend of Two Hundred Thousand dollars (\$200,000) for the first album release, including:

- Social media marketing: \$75,000
- Digital advertising: \$50,000
- Radio promotion: \$40,000
- Music video production: \$35,000

5.2 Artist agrees to participate in reasonable promotion and publicity activities as requested by Company, including:

- Minimum of 3 music videos per album
- 20 days of press and promotion per album cycle
- Regular social media engagement (minimum 3 posts per week)

## **## 6. CREATIVE CONTROL**

6.1 Artist shall have creative control over the recording process, with an allocated recording budget of One Hundred and Fifty Thousand dollars (\$150,000) per album.

6.2 Approved producers include:

- Max Martin
- Jack Antonoff
- BloodPop
- Or others by mutual agreement

6.3 Approved recording facilities:

- Westlake Recording Studios, LA
- Electric Lady Studios, NYC

- Metropolis Studios, London
- Or others by mutual agreement

## **## 7. TOURING AND LIVE PERFORMANCES**

7.1 Artist retains 90% of live performance net income, with 10% to Label.

7.2 Label shall provide tour support of up to Fifty Thousand dollars (\$50,000) per tour cycle, recoupable against Artist's royalties.

## **## 8. REPRESENTATIONS AND WARRANTIES**

Artist represents and warrants that:

- Artist has the right and authority to enter into this Agreement
- Artist is not subject to any other recording agreement
- All materials delivered by Artist will be original or properly licensed
- No materials will infringe upon or violate any rights of any third party

## **## 9. TERMINATION**

9.1 Company may terminate this Agreement upon Artist's material breach if such breach is not cured within thirty (30) days after written notice.

9.2 Upon termination, Company shall retain all rights in masters recorded under this Agreement.

## **## 10. MISCELLANEOUS**

10.1 This Agreement shall be governed by the laws of the State of California.

10.2 Any modifications to this Agreement must be in writing and signed by both parties.

10.3 This Agreement represents the entire understanding between the parties and supersedes all prior agreements.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

COMPANY:

Starlight Records, LLC

By: \_\_\_\_\_

Name: Michael Rodriguez

Title: President, A&R

ARTIST:

Sarah Chen p/k/a "CHEN"

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Sarah Chen