

# Vibe Stream Network Inc.

## Web3/NFT Music Marketplace Developer (DEV)

### Agreement

This Web3/NFT Music Marketplace Development Agreement (this "Agreement") is made effective as of October 11, 2022, by and between Vibe Stream Network (the "Client"), of 291 S LA CIENEGA BLVD. STE., BEVERLY HILLS, California 90211, and Bryan Andrew Pike (the "Web3/NFT Music Marketplace Developer"), of 15415 Treyburn Manor View, Milton, Georgia 30004. In this Agreement, the Client shall be referred to as "VSN", and the Web Developer shall be referred to as "Bryan Andrew Pike".

WHEREAS, Bryan Andrew Pike possesses technical expertise in the field of coding/NFT programming and, in particular, the creation and development of Web3 technology; and

WHEREAS, VSN desires to engage Bryan Andrew Pike, and Bryan Andrew Pike accepts the engagement, to design VSN, Web3 innovation (the "Web3/NFT Music Marketplace Development Project") in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, VSN and Bryan Andrew Pike agree as follows:

**RETENTION OF DEVELOPER.** VSN hereby retains the services of Bryan Andrew Pike for the Web3 /NFT Music Marketplace Development Project to be published on VSN's account on an Internet Service Provider (ISP)/Web Presence Provider (WDP) computer (Hosting Service), or provided on any other medium at VSN's option.

**DESCRIPTION OF SERVICES.** Beginning on October 11, 2022, Bryan Andrew Pike will provide the following services connected with the development of the Web3/NFT Music Marketplace Development Project (collectively, the "Services"):

- Execute the technological vision of Vibe Stream Beats
- Use creativity when building high-quality backend technology
- Use creativity when building high-quality UI/UX
- Plan project development and create internal deadlines
- Look for ways to promote access and opportunity in both the business and Web 3 spaces
- Work closely with the CEO to ensure business outcomes are met through technological innovation
- Communicate with VSN founders often through progress reports
- Contribute to brainstorming sessions regarding the design for new features
- Work in a remote team (be anywhere in the world)
- Hire and coordinate a team of skilled developers, as needed to complete tasks

**PAYMENT FOR SERVICES.** In consideration of the services to be performed by Bryan Andrew Pike, VSN agrees to compensate Bryan Andrew Pike for the services rendered as follows:

Bryan Andrew Pike's fees for the services specified in Description of Services, above, will be charged according to the following schedule:

**Bryan Andrew Pike shall receive 10% ownership stack in VIBE STREAM BEAT Company a subsidiary of the parent company VIBE STREAM NETWORK (VSN). Payment schedule and Structure TBD**

**WEB HOSTING.** VSN understands and agrees that any web hosting services require a separate contract with a web hosting service. VSN agrees to select a web hosting service which allows Bryan Andrew Pike full access to the Web3/NFT Music Marketplace.

**TERM/TERMINATION.** This Agreement may be terminated by either party upon 60 days' written notice to the other party.

**RELATIONSHIP OF PARTIES.** It is understood by the parties that Bryan Andrew Pike is an independent contractor with respect to VSN, and not an employee of VSN. VSN will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Bryan Andrew Pike.

**WORK PRODUCT OWNERSHIP.** Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively, the "Work Product") developed in whole or in part by Bryan Andrew Pike in connection with the Services shall be the exclusive property of VSN. Upon request, Bryan Andrew Pike shall sign all documents necessary to confirm or perfect the exclusive ownership of VSN to the Work Product.

**LAWS AFFECTING ELECTRONIC COMMERCE.** VSN agrees that VSN is solely responsible for complying with laws, taxes, and tariffs that governments enact and fix from time to time in connection with Internet electronic commerce, and shall indemnify, hold harmless, protect, and defend Bryan Andrew Pike and its subcontractors from any cost, claim, suit, penalty, or tariff, including attorneys' fees, costs, and expenses, arising from VSN's exercise of Internet electronic commerce.

**CONFIDENTIALITY.** Bryan Andrew Pike will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Bryan Andrew Pike, or divulge, disclose, or communicate in any manner any information that is proprietary to VSN. Bryan Andrew Pike will protect such information and treat it as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, Bryan Andrew Pike will return to VSN all records, notes, documentation and other items that were used, created, or controlled by Bryan Andrew Pike during the term of this Agreement.

Initials: BAP

**INJURIES.** Bryan Andrew Pike acknowledges Bryan Andrew Pike's obligation to obtain appropriate insurance coverage for the benefit of Bryan Andrew Pike (and Bryan Andrew Pike's employees, if any). Bryan Andrew Pike waives any rights to recovery from VSN for any injuries that Bryan Andrew Pike (and /or Bryan Andrew Pike's employees) may sustain while performing services under this Agreement and that are a result of the negligence of Bryan Andrew Pike or Bryan Andrew Pike's employees.

**EMPLOYEES.** Bryan Andrew Pike's employees, if any, who perform services for VSN under this Agreement shall also be bound by the provisions of this Agreement. At the request of VSN, Bryan Andrew Pike shall provide adequate evidence that such persons are Bryan Andrew Pike's employees.

**ASSIGNMENT.** Bryan Andrew Pike's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of VSN.

**ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written.

**SEVERABILITY.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** No amendment, waiver, or discharge of any provision of this Agreement shall be effective against VSN or Bryan Andrew Pike without the written consent of both VSN and Bryan Andrew Pike.

**NOTICES.** Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, to the addresses mentioned above.

**APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of California.

**SIGNATURES.** This Agreement shall be signed by Keith Tisdell, CEO on behalf of Vibe Stream Network and by Brian Andrew Pikes, on behalf of Bryan Andrew Pike. This Agreement is effective as of the date first above written.

CLIENT:

Vibe Stream Network

DocuSigned by:  


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Keith Tisdell

CEO Vibe Stream Network Inc.

Date 10/12/2022

NFT/WEB DEVELOPER:

Bryan Andrew Pike

DocuSigned by:



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Brian Andrew Pikes

Date 10/12/2022