

aftown Artist Agreement

This aftown Agreement is made as of the Effective Date of submission of the form by the artiste/representative filling the form. This agreement is between Aftown Limited and the 'artiste' signing up to aftown.

Whereas, aftown operates a digital music sales and streaming service ("Service") whereby users may sell and stream their content. Whereas, Artist wishes to sell or stream content on the Service to generate revenue and for promotional reasons;

Now, therefore, the parties hereby agree as follows:

1. Content:

a. "Content" shall be defined herein as music, and accompanying and/or synchronized artwork, photos, videos, animations, text, logos, names, trademarks, biographical information, images and likenesses.

b. Artist may submit Content via online or digital format to aftown office.

c. All submission of Content will happen through the Service. You are not required to stream or make available any Content on the Service.

d. All Content shall be original with you and/or you must control all intellectual property embodied in any materials updated through the Service. You may be held solely liable by third parties with respect to your uploading of Content not controlled by you, and aftown reserves the right to remove any Content from platform for any reason, including but not limited to according to "take down" requests issued by third parties.

2. Term:

The Term of this Agreement shall be at will, terminable on 30 days written notice by either party prior to the end of any calendar month. The closing of your aftown account shall be considered a termination of this Agreement.

aftown reserves the right to close your aftown account for any reason, upon 30 days written notice, if it believes you are in breach of this Agreement or the Terms of Use.

3. Territory:

The territory for this Agreement (“Territory”) shall be worldwide. Notwithstanding the foregoing, aftown does not guarantee that Content will be available for viewing in any particular territory and may restrict access based on territory in its sole discretion.

4. Grant of Rights:

You hereby license to aftown the following rights in and to the Content, for the Term and throughout the Territory:

- a. The right to distribute the Content via sales, archived, and on-demand streaming to end users of the Service (“Users”). Such right includes the right to synchronize and publicly perform sound recordings and musical compositions as contained in the sound Content for the purpose of accomplishing such sales and streaming.
- b. Aftown is authorized to use content provide by artist in aftown’s marketing, advertising, promotions or any form of promotions of aftown.

5. Revenue Share:

a. Revenue Split:

i. Artist shall receive 70% of Net Revenues. “Net Revenues” shall mean gross Tip revenues (and subscription revenues, if applicable) from your Channel less direct third party payment processing costs, App Store fees, Google Play fees, similar fees payable to a retail platform through which the Service is sold, and fees payable to third party rightsholders of musical compositions, including third party songwriters, music publishers, and performance rights organizations (“PROs”) (for example, GHAMRO). For any “blanket” or “catalog” agreements with PROs or music publishers, the cost of such licensed shall be assessed pro-rata based on your percentage of revenues. Streaming platform will be based on a subscription bases, artiste will receive compensations each time their content is streamed, with

a value per stream set at 0.0066 GHs.

6. Takedown Procedure:

You may deactivate any Content from the plaform any time. Deactivating such Content will remove it from your public facing shop.

7. User Data:

a. aftown, at its own discretion, can provide you with certain data regarding Users that subscribe, subject always to aftown's Privacy Policy, Terms of Use, and each particular User's account settings ("User Data"). Such User Data may include e-mail addresses, social networking user names, geographic data, and demographic, etc. User Data is strictly confidential and may only be used by you or your personal representatives, employees or contractors on a need to know basis. In no event may you share any User Data with any third party. The amount and types of User Data supplied to you shall be in aftown's sole discretion and may or may not be linked to a particular user. aftown reserves the right to charge fees for certain User Data and analytics.

b. Artist agrees that aftown shall be permitted to collect and use for its business purposes (including sharing the same with third parties) any User Data including demographic, identifying or other statistical information it receives or obtains regarding the Content including, without limitation, revenues resulting from advertising or sponsorships associated with the Content, number and timing of streams, sales and similar related statistics.

c. Users will have the ability to comment and review your content. You understand that we do not have any control over comments made by Users and we do not filter any of the Comments. You will have the ability to request for deletion of comments. shop in your sole discretion, and if another User flags an offensive comment aftown may ban such User or delete any comments in aftown's sole discretion.

8. New Features, Services, and Platforms:

From time to time aftown may add additional features, services or platforms to the Service. If such new features or services necessitate any amendment to this agreement, you acknowledge that we may present such amended terms through the Service, and upon indicating your assent to such updated terms (e.g. by clicking "I agree" or by a similar process) such amendment shall be effective.

9. Terms of Service:

You hereby consent to the aftown Terms of Service (insofar as they apply to Artists and content owners), and as may be updated from time to time via the procedures contained therein. In particular, you agree that you will not employ any techniques or make use of any

services, automated or otherwise, designed to misrepresent the popularity of your Content on the Service, or to misrepresent your activity on the Service, including without limitation by the use of bots, botnets, scripts, apps, plugins, extensions or other automated means to register accounts, log in, add viewers or followers to your account, play Content, follow or unfollow other users, send messages, post comments, or otherwise to act on your behalf, particularly where such activity occurs in a multiple or repetitive fashion.

10. Accounting; Payment.

a. Aftown shall provide Artist with access to data and revenues generated from content purchases and streams through the Dashboard. Amounts due to Artist shall be paid monthly at the end of the each month; however, no withdrawal may be initiated unless the balance due to Artist exceeds 100 GHs. All payments shall be made via a third party payment service to Artist's bank account or mobile money. Artist is responsible for maintaining accurate bank account information saved in his or her aftown account, and aftown is not responsible for deposit errors due to Artist's typographic errors or failure to maintain up to date information.

b. Transaction fees for payments made to Artist shall be deducted from monies payable to Artist hereunder.

11. Third Party Obligations:

In connection with exploitation of the Content contemplated hereunder, Artist shall be solely responsible for all third party payment obligations, including but not limited to the following: (i) all royalties, residuals and other payments due to artists, songwriters, producers, performers and other persons who performed in the making of the Content and other royalty participants, (ii) all royalties due to any party as a result of samples and third party content included in the Content, (iii) all payments that may be required under collective bargaining agreements applicable to Artist and Artist's affiliates, (iv) all music publishing licenses and royalties including, without limitation, public performance licenses and royalties (unless we inform you that such rights are licensed and paid by us to performing rights organizations with respect to third party musical compositions), mechanical licenses and royalties, and synchronization licenses and royalties, and (v) all sales and use taxes levied on any amounts payable to Artist hereunder.

12. Warranties and Indemnities:

a. Artist warrants represents, covenants and agrees that:

(i) the party executing this Agreement (via acceptance through the Service) on behalf of Artist is at least 18 years of age,

(ii) it has the right and authority to enter into this agreement and to grant to aftown all rights specified,

(iii) it will not, without the express written consent of aftown, advertise any third party product or service on the platform

(iv) all of the Content, logos, trademarks, metadata, and any other materials furnished by Artist to aftown relating to the Content are owned or controlled by Artist and shall not infringe on the copyrights or other rights of any person or entity,

(v) aftown shall have the right to exploit same in all manner hereunder free from adverse claim and without any obligation to make any payment of any nature to any person or entity, other than the amounts due to Artist described herein,

(viii) Artist has not, prior to the date hereof, entered into any agreements which may prevent Artist from performing the terms of this Agreement,

(viii) Artist shall comply with all applicable laws, rules and regulations governing its online activities including those concerning so-called "spam" transmissions,

(ix) aftown shall not be required to make any payments of any nature (including, without limitation, royalties to copyright owners in respect of the compositions and sound recordings embodied on the Content and royalties to songwriters, composers, music publishers, artists, producers, and other performers and contributors) for, or in connection with, the acquisition, exercise or exploitation of rights by aftown pursuant to this agreement, except as specifically provided herein,

(x) without limitation of Artist's obligations, Artist will, promptly upon request, provide aftown with copies of all agreements and documents so as to evidence Artist's right and title in and to the Content.

b. aftown warrants and represents that it has the right and authority to enter into this agreement and that the conduct of its Service complies with all applicable laws.

c. Notwithstanding any other provision hereof, aftown does not warrant or guarantee its service will be uninterrupted or error-free.

Aftown expressly disclaims any warranty not expressly set forth herein, and disclaims any express or implied warranty of merchantability or fitness for a particular purpose.

In addition, aftown makes no warranties or representations as to the functionality, performance or results of aftown's software and technology or updates and upgrades thereof.

Aftown further disclaims all warranties and guarantees as to the reliability of data and statistics that aftown may provide you as part of its service.

d. Each party shall defend and indemnify the other party (including its directors, members, officers, employees, consultants, and other representatives) against any expenses or losses resulting from a third party claim arising from a breach or an allegation which if true would constitute a breach, of any of the party's respective representations, warranties, covenants or agreements contained herein, including reimbursement of reasonable attorneys' fees and litigation expenses. The indemnified party shall give the indemnifying party prompt written notice of any claim and, if the indemnified party so requests, the indemnifying party shall defend the indemnified party at the indemnifying party's expense with counsel approved by the indemnified party. Any settlement shall be subject to the indemnified party's prior written approval. If a claim is made that triggers the indemnification obligations hereunder, aftown shall have the right, in its discretion, to take down the Content concerned, suspend or terminate the operation of the shop, and to withhold payment of monies payable to Artist hereunder in an amount reasonably related to the claim and potential expenses in connection therewith.

13. Limitation of liability:

Except with regard to artist's indemnification obligations set forth herein, and with the exception of any damages arising from the breach by artist of the confidentiality obligations as set forth in section 15, neither party nor its affiliates or representatives shall be liable for any indirect, incidental, special, punitive or consequential damages or for any lost or imputed profits or revenues or lost data or costs of cover arising from or related to this agreement, or either party's performance or nonperformance under this agreement regardless of the legal theory under which such liability is asserted and regardless of whether a party has been advised of the possibility of any such liability, loss or damage. Company's liability hereunder shall in no event exceed the total revenue share paid by company to artist within the three months preceding the event giving rise to such damages.

14. Confidentiality. Artist agrees that it shall, and it shall instruct in writing its attorneys, accountants and other professional advisors to, hold in confidence and not communicate, transmit, publish, disseminate or otherwise disclose any of the terms and conditions of this agreement or any information regarding aftown's business learned in the course of dealing

or performance hereunder including User Data (collectively, "Confidential Information"). Confidential Information shall not include information which

(i) at or prior to the time of disclosure was known to or independently developed by Artist;

(ii) at or after the time of disclosure becomes generally available to the public through no wrongful or negligent act or omission on Artist's part;

(iii) Artist receives from a third party free to make such disclosure without breach of any legal obligation; or

(iv) is required to be disclosed pursuant to any statute, regulation, order, subpoena or document discovery request (as to which Artist shall give aftown prompt notice). The fulfillment of Artist's obligations under this subparagraph is integral to the success of aftown's business dealings and aftown shall be entitled to injunctive relief to enforce the provisions hereof without limitation of its other rights.

15. Governing Law; Exclusive Venue.

This agreement shall be governed by the laws of Ghana. The parties hereby grant to courts in Ghana exclusive jurisdiction to hear any disputes arising out of or relating to this agreement; no action may be instituted in any other venue. In the event that the parties engage in a formal dispute hereunder, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the other party.

16. Miscellaneous.

Artist may not assign this Agreement or its rights and responsibilities under this Agreement, without the prior written consent of aftown. aftown may assign its respective rights under this Agreement to a parent entity, an entity that acquires substantially all of its assets or to a subsidiary or other entity controlled or under the common control of aftown. This agreement will be construed in accordance with the laws of Ghana, except that State's choice of law provisions. If any provision of this agreement is deemed unenforceable or void, the balance of this agreement shall remain in full force and effect. Artist warrants that Artist has not been induced to execute this Agreement by any agreements or statements made by aftown or its representatives as to the nature or extent of aftown's proposed

exercise of any of the rights, licenses, or privileges granted to aftown by this Agreement. A waiver by either party of any term or condition of this agreement in any instance will not be deemed or construed as a waiver of such term or condition for the future or any subsequent breach thereof. All remedies, rights, undertakings, obligations or agreements contained in this agreement will be cumulative and none of them will limit any other remedy, right, undertaking, obligation or agreement of either party. This agreement constitutes the entire agreement between aftown and Artist relating to its subject matter, and supersedes all prior agreements between aftown and Artist, whether oral or written, relating to its subject matter, and may not be modified except in writing signed by both parties. Notice may be given by any of the following methods and shall be deemed to have been received: upon personal delivery; if sent by fax, upon confirmation of receipt; or if sent by certified or registered mail, postage prepaid, five (5) days after the date of mailing; by email or other electronic transmission as follows: if to Artist: to the email address provided in Artist's aftown account and if to aftown: support@aftown.com You agree that you have had the opportunity to have this agreement reviewed by an attorney, and you have done so or you knowingly waive the right to do so.

GENERAL TERMS

1. Both parties shall work assiduously to achieve tasks outlined in this agreement.
2. Both parties hereby agree that in the event of any dispute arising in relation to the implementation or interpretation of this agreement, there shall be mutual consultation between both parties with a view to securing a resolution of the dispute.