

## NEWM Stream Token Purchase and Assignment of Streaming Royalties Agreement

This **Show Me** Stream Token Purchase and Assignment of Streaming Royalties Agreement (this “**Agreement**”) is a legally binding agreement by and between f/s/o **Matthew Bedford** p/k/a **Oddshapeshadow** (together with Artist Entity, “**Artist**”) and any purchaser of the Stream Token whether it is an initial purchaser or a subsequent purchaser (“**you**”, “**your**” or “**Purchaser**”). Artist Entity and each Purchaser may be referred to throughout this Agreement collectively as the “**Parties**” or individually as a “**Party**”.

All capitalized terms used but not defined herein shall have the respective meaning given to them in the NEWM Website Terms.

**1. Agreement to Terms.** When purchasing a Stream Token, you acknowledge that you have carefully read and agree to the terms of this Agreement. For purposes of this Agreement, a “**Stream Token**” means a controllable digital record minted on a blockchain as a Fungible Token (FT) linked to a Non-Fungible Token (NFT) which NFT is linked to the Artist’s percentage of the Streaming Royalties. “**Streaming Royalties**” are royalties derived from the licensing or other commercialization of the original sound recording embodying the master recording of song entitled ‘**Show me**’ (the “**Recording**”) on digital service providers (“**DSPs**” (as such term is commonly used in the music industry). The Streaming Royalties do not include any royalties derived from any non-digitals assets which include but are not limited to any asset that is physical in nature.

This Agreement governs your participation in the transactions on the NEWM Platform as well as any subsequent transactions between any Stream Token transferors and transferees. NEWM is not a party to any transaction between any Artist and/or Purchaser.

(a) Additional Terms: The use of the NEWM Platform and the NEWM Website are subject to the terms and conditions set forth on the NEWM Website. These terms and conditions include (i) NEWM Website Terms & Conditions (ii) the NEWM Website Privacy Policy and the (iii) NEWM Platform Risk Disclosure.

(b) Changes to the terms of this Agreement. NEWM or Artist may revise the terms of this agreement if there is a change of circumstances that could impede NEWM or Artist’s purpose for entering into this agreement.

## 2. Token Ownership and Royalty Rights.

(a) A Purchaser has a personal property right in each purchased Stream Token. A Purchaser of a Stream Token does not obtain any rights to use or exploit, the intellectual property rights in, among other things, the Artist’s sound recording entitled ‘**Show me**’ or Artist’s name or likeness.

(b) Purchaser’s rights to the **Streaming Royalty Share** (as defined below) will not be effective unless and until, in the case of a Purchaser of Stream Token(s) in a Primary Transaction (a “**Primary Purchaser**”), such Primary Purchaser receives the Stream Token in a cryptocurrency wallet compatible with Stream Token(s) (the “**Wallet**”), in compliance with NEWM’s Website Terms.

(c) The Streaming Royalty Share can be requested in the form of Djed, ADA, NEWM or equivalent token. The Streaming Royalty Share shall be requestable in a reasonable time period after the receipt of Streaming Royalties from distributors whereby the distributors will be selected in Artist’s sole discretion. Artist’s obligation to distribute Streaming Royalty Shares shall be extinguished once Artist or his representatives has initiated a transfer to the Wallet or otherwise has made the Streaming Royalty Share available to the Purchaser. Purchaser hereby waives any audit rights against Artist with respect to the accounting of the Streaming Royalties and/or Streaming Royalty Shares.

(d) Artist represents and warrants that (i) it has all requisite power and authority to grant the rights described in this Agreement; (ii) Artist shall not sell, assign or otherwise transfer its percentage of the Streaming Royalties such that your Streaming Royalty Share (defined below) would be affected, and any such transfer absent your prior written approval shall be void; (iii) no third-party consents are required to grant any rights as described in this Agreement; (iv) the Recording does not contain any materials that would violate your rights as described herein or the rights of any party; (v) will do everything in their power or provide the necessary cooperation so that the song can be distributed by a distribution service.

(e) Purchaser represents and warrants that it will not transfer or knowingly permit the transfer of a Stream Token in any subsequent transaction (whether a Primary Transaction or a Secondary Transaction (as such terms are defined herein below)) to a Transferee that is (i) located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; or is (ii) listed on any U.S. Government list of prohibited or restricted parties (“**Prohibited Transferees**”). A “**Secondary Transaction**” means any transaction in which a Stream Token is sold by one owner to another owner or is otherwise transferred in any manner that is not a Primary Transaction; and “**Primary Transaction**” means a transaction facilitated through the NEWM Website in which a Stream Token is first sold.

**3. Rights to Streaming Royalties.** Subject to the terms of this Agreement, starting on the latter of (i) 20th February 2023 or (ii) the date and time that the Stream Token is held in your Wallet (as recorded on the relevant blockchain), Artist hereby grants to you a non-exclusive right, for so long as the Stream Token remains in your Wallet, to receive a portion of the Streaming Royalties whereby your portion is defined as the number of Stream Tokens you own divided by the total outstanding Stream Tokens (the “**Streaming Royalty Share**”). For the avoidance of doubt, any of the Streaming Royalty Shares requested by you as a result of your purchase of the Stream Token shall not accrue and/or account to you until after such purchase and transfer of ownership (as recorded on the relevant blockchain) has taken place.

You will only maintain rights to the Streaming Royalty Share if (i) the Stream Token is currently held in your Wallet; and (ii) you have maintained compliance with this Agreement. Your rights to the Streaming Royalty Share are transferable only in connection with a valid transfer of a Stream Token as set forth in this Agreement.

Any Streaming Royalty Share left unrequested after eighteen (18) months will revert to NEWM, in NEWM’s sole discretion. As a condition precedent to receiving the Streaming Royalty Share, you may need to follow any Streaming Royalty Share claiming procedures provided on the NEWM Website from time to time.

If a Streaming Royalty Share is not requested, the Purchaser is aware that under applicable law, property which is presumed abandoned may under certain circumstances escheat to the applicable governmental entity. Artist or NEWM shall have no liability to Purchaser, or Purchaser’s respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Streaming Royalty Share escheat by operation of law.

**4. Reservation of Rights.** All rights in and to the Recording and Streaming Royalties not expressly provided for in this Agreement are hereby reserved by Artist. Each Purchaser acknowledges and agrees that a) this Agreement does not convey any rights in the underlying musical composition embodied in the Recording, (the so called “**Publishing Rights**”) or any other rights, interests, revenues or royalties earned from the commercial exploitation of the Recording (specifically including, but not limited to, mechanical royalties or monies earned from synchronizations, as such terms are commonly used in the music industry), (b) this Agreement only contemplates the conveyance of a Streaming Royalty Share of the Streaming Royalties and consists of an assignment of a revenue stream only and does not convey any ownership interest or other rights in or to the copyright in the Recording or Artist’s name or likeness, which is fully reserved and retained by Artist, (c) such Purchaser has not received and will not request an advance, loan or other payment from any third party that may be derived or otherwise obtained from amounts payable under this Agreement; and (d) this Agreement does not convey to any Purchaser any right to use the name, image or likeness of the Artist; provided that Purchaser may use Artist’s name as necessary to accurately describe the Token in the case of any potential Secondary Transaction.

**5. Payment and Fees.**

(a) Purchase and Sale. Purchaser hereby agrees to purchase the Stream Token at the published price set forth on the NEWM Website (the “**Purchase Price**”). Without limiting any other clause of this agreement, the execution of this Agreement and the delivery of the Stream Token, is conditioned upon the following terms being met: (i) Purchaser’s payment and Artist’s receipt of the payment in an amount equal to the Purchase Price, (ii) Purchaser’s providing the Artist, facilitating through the NEWM Website, of a compatible network Wallet address to which the Purchaser’s Stream Token will be delivered; and (iii) Purchaser’s successfully completing any applicable anti-money laundering (AML), Know Your Customer (KYC), sanctions and other processes as requested by NEWM or Artist in their sole discretion. Failure by Purchaser to fulfill any of the conditions required by this Agreement may result in Artist suspending delivery of the purchased Stream Token or, if such conditions have not been fulfilled within the ten (10) calendar days following the receipt of the payment for the Stream Token, terminate the transaction.

i. In addition to any other conditions required by this Agreement, a Primary Purchaser is responsible for completing all applicable due diligence, including without limitation any Know Your Customer (KYC), Anti-Money Laundering (AML), sanctions, or other processes as requested by NEWM and/or Artist. If a Purchaser fails to meet any of the applicable conditions above, Artist and/or NEWM may suspend the delivery of a Stream Token or any Streaming Royalty Share, to such Primary Purchaser.

(b) Purchaser Qualification. Purchaser represents and warrants that it (i) is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a terrorist-supporting country; and (ii) is not listed on any U.S. Government list of prohibited or restricted parties.

(c) Form of Payment. Artist agrees to accept payment via fiat currency or cryptocurrency as denoted on the NEWM Website. Any applicable currency exchange rates that apply shall be set forth on the NEWM website either explicitly or implicitly (e.g., by reference to a known published rate table). Artist may accept other methods or forms of payment in its sole discretion. The exchange rate for any other forms of payment shall be determined solely by the Artist or its assignee or agent in accordance with reasonable and accepted market practices and additional transaction fees may apply.

(d) Blockchain Fees. “**Blockchain Fees**” fund the network of computers that run a decentralized blockchain network, meaning that Purchaser will need to pay a Blockchain Fee for each transaction that occurs via a decentralized blockchain network. If you buy or sell a Stream Token on the NEWM Website or any other platform, you agree to pay all applicable fees and authorize Artist to deduct fees (including any transaction fees, or Blockchain Fees) directly from Purchaser’s payments or add fees to the Purchase Price as applicable. NEWM or Artist has no control of any Blockchain Fees. NEWM or Artist will have no liability for any claims or damages that may arise as a result of any transactions of the Stream Tokens.

(e) Transfers: All subsequent transactions of the Stream Tokens are subject to the following terms and conditions: (i) the Stream Token transferee (the “**Transferee**”) shall, by purchasing, accepting, accessing or otherwise using the Stream Token or receiving Streaming Royalty Shares, be deemed to accept all of the terms of this Agreement as a “Purchaser” hereof; (ii) the Stream Token transferor (the “**Transferor**”) shall provide notice to the Transferee of this Agreement, including a link or other method by which the terms of this Agreement can be accessible by the Transferee; and (iii) Artist may be entitled to receive a percentage of the amount paid by the Transferee for each Stream Token (the “**Artist Royalty**”) of max 2.5%; and (iv) NEWM shall be entitled to receive a percentage of the amount paid by the Transferee for each Stream Token (the “**NEWM Royalty**”) (the Artist Royalty and the NEWM Royalty, collectively, the “**Royalty Payment**”) of max 1.0%. The terms and conditions associated with this Royalty Payment shall be set forth in and governed by the NEWM Website Terms of Service. Artist and NEWM shall be paid on the same terms and at the same time as Transferor is paid by the Transferee. You acknowledge and agree that the amounts payable to Artist and NEWM under this Section herein does not include, and is not intended to cover any additional fees, including Blockchain Fees imposed

or required by the transferring platform through which you transfer the Stream Token.

i. Purchaser further acknowledges and agrees that all subsequent transactions of the Stream Token will be effected on the blockchain network governing the Stream Token, and Purchaser will be required to make or receive payments exclusively through its Wallet.

ii. NEWM or Artist may terminate the Streaming Royalty Share if it has a reasonable basis for believing that You have engaged in an off-chain transaction of the Stream Token without making the applicable Royalty Payment. You, and all subsequent Transferees, shall be responsible for paying the Royalty Payment associated with the Secondary Transaction purchase price, regardless of whether such purchase price is fulfilled on-chain, off-chain, or in a combination of the foregoing. This clause shall not limit any other termination rights of NEWM or Artist.

**6. NEWM's Rights and Obligations to the Streaming Royalties and Stream Tokens.** NEWM is not responsible for servicing, sustaining, supporting, replacing, restoring, or maintaining the website hosting the listing and/or display of Stream Tokens. NEWM will not be obligated to maintain any connection or link between a Stream Token and the corresponding Streaming Royalty Share.

**7. Warranty Disclaimers and Assumption of Risk.** Purchaser represents and warrants that it (a) is the age of majority in Purchaser's place of residence and has the legal capacity to enter into this Agreement, (b) that Purchaser will use and interact with the Stream Tokens and Streaming Royalties only for lawful purposes and in accordance with this Agreement, and (c) that Purchaser will not use the Stream Tokens or Streaming Royalties to violate any law, regulation or ordinance or any right of Artist, its licensors or any third party, including without limitation, any right of privacy, publicity, copyright, trademark, or patent. Purchaser further agrees that it will comply with all applicable law.

Each Purchaser warrants and represents that neither NEWM nor Artist (a) has made any promise or representation relating to the subject matter of this Agreement other than as expressly stated in this Agreement including, but not limited to, any promises or representations about the the amount of Streaming Royalties or the potential commercial success of the Recording, (b) guarantees that any specific amount of Streaming Royalties will be distributed via the Streaming Royalty Share, (c) guarantees that any particular amount of Streaming Royalties Shares will be distributed, (d) guarantees that Streaming Royalties or Streaming Royalty Shares will be distributed with any specific frequency; or (e) guarantees that a Secondary Market currently exists or or will exist at some point in the future. Each Purchaser expressly acknowledges that there may be no Streaming Royalties, that there may not be any market for Secondary Transactions or for the Stream Tokens generally, and to the extent there is a market, the Stream Token may or may not have any value in that market.

THE STREAM TOKENS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, ARTIST EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (OTHER THAN THE SPECIFIC UTILITY AS DESCRIBED HEREIN, NAMELY, THE ATTRIBUTION OF THE STREAMING ROYALTY REVENUE SHARE), QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. ARTIST MAKES NO WARRANTY THAT THE STREAM TOKENS WILL MEET PURCHASER'S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. ARTIST MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT ON THE STREAM TOKENS.

NEWM AND ARTIST WILL NOT BE RESPONSIBLE OR LIABLE TO PURCHASER FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF THE STREAM TOKEN, INCLUDING BUT NOT LIMITED TO ANY LOSSES, DAMAGES OR CLAIMS ARISING FROM: (I) USER ERROR SUCH AS FORGOTTEN PASSWORDS, INCORRECTLY CONSTRUCTED TRANSACTIONS, OR MISTYPED WALLET ADDRESSES; (II) SERVER FAILURE OR DATA LOSS; (III) CORRUPTED CRYPTOCURRENCY WALLET FILES; (IV) UNAUTHORIZED ACCESS TO STREAM TOKEN; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING

WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTEFORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE STREAM TOKENS.

THE STREAM TOKENS ARE INTANGIBLE DIGITAL ASSETS. THEY EXIST ONLY BY VIRTUE OF THE OWNERSHIP RECORD MAINTAINED IN THE APPLICABLE BLOCKCHAIN NETWORK. ANY TRANSFER OF TITLE THAT MIGHT OCCUR IN ANY UNIQUE DIGITAL ASSET OCCURS ON THE DECENTRALIZED LEDGER WITHIN SUCH BLOCKCHAIN NETWORK, WHICH NEWM AND ARTIST DO NOT CONTROL. NEWM AND ARTIST DO NOT GUARANTEE THAT ARTIST OR ANY ARTIST PARTY CAN EFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY STREAM TOKEN. PURCHASER BEARS FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS PURCHASER PURCHASES THROUGH THE NEWM WEBSITE. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, ARTIST MAKES NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS ON THE NEWM WEBSITE OR ANY PURPORTED SUBSEQUENT TRANSACTIONS.

NEWM AND ARTIST ARE NOT RESPONSIBLE FOR ANY KIND OF FAILURE, ABNORMAL BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER FEATURES OF THE STREAM TOKENS. NEWM AND ARTIST IS NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY DEVELOPERS OR REPRESENTATIVES (OR NO REPORT AT ALL) OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE STREAM TOKENS, INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES IN CONTRACTS WITH CONSUMERS, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

**8. Links to Third Party Websites or Resources.** Use and interaction of the Stream Tokens and Streaming Royalties may allow Purchaser to access third-party websites (including websites that host the Streaming Royalties) or other resources. Artist provides access only as a convenience and is not responsible for the content, products or services on or available from those resources or links displayed on such websites. Purchaser acknowledges sole responsibility for and assumes all risk arising from Purchaser's use of any third-party resources. Under no circumstances shall Purchaser's inability to view its Streaming Royalties on a third-party website serve as grounds for a claim against NEWM or Artist.

**9. Termination of License to Streaming Royalties.** Purchaser's license to the Streaming Royalties shall automatically terminate and all rights shall revert to Artist and NEWM, if and as applicable, including all the fees up until the point of breach that were not paid to the Purchaser, if at any time: (i) Purchaser breaches any material portion of this Agreement or (ii) Purchaser engages in any unlawful activity related to the Stream Token (including transferring the Stream Token to a Prohibited Transferee). Upon any termination, discontinuation or cancellation of Purchaser's license to Streaming Royalties, Artist may disable Purchaser's access to the Streaming Royalties. Upon any termination, discontinuation or cancellation of the license in this Agreement, the following Sections will survive: 2, 4 through 14.

**10. Indemnity.** Purchaser shall defend, indemnify, and hold the Artist and NEWM harmless from and against any and all claims, damages, losses, costs, investigations, liabilities, judgments, fines, penalties, settlements, interest, and expenses (including attorneys' fees) that directly or indirectly arise from or are related to any claim, suit, action, demand, or proceeding made or brought by a third party (including any person who accesses or transacts using the Stream Tokens whether or not such person personally purchased the Stream Tokens) against any Artist, or on account of the investigation, defense, or settlement thereof, arising out of or in connection with (a) your access to or use of the NEWM Website or (b) your breach of this Agreement.

#### **11. Limitation of Liability.**

(a) TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER ARTIST NOR ITS SERVICE PROVIDERS, INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE STREAM TOKENS, INCLUDING NEWM, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST

REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE STREAM TOKENS OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH THE STREAM TOKENS OR ACCESS THE STREAMING ROYALTIES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT ARTIST OR ITS SERVICE PROVIDERS HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

(b) TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL ARTIST'S OR NEWM'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE USE OF OR INABILITY TO USE OR INTERACT WITH THE STREAM TOKENS OR ACCESS THE STREAMING ROYALTIES OR ASSIGNED ROYALTY SHARES EXCEED THE PURCHASE PRICE.

(c) THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ARTIST AND PURCHASER.

**12. Governing Law and Forum Choice.** This Agreement and any action related thereto will be governed by the Federal Arbitration Act, federal arbitration law, and the laws of the State of Delaware, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 13 "Dispute Resolution," the exclusive jurisdiction for all Disputes (defined below) that Purchaser and Artist are not required to arbitrate will be the state and federal courts located in Delaware, and Purchaser and Artist each waive any objection to jurisdiction and venue in such courts.

### **13. Dispute Resolution.**

(a) Mandatory Arbitration of Disputes. The Parties each agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof of the Stream Tokens transaction (collectively, "**Disputes**") will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding**. You and Artist agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these terms, and that you and Artist are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms.

(b) Exceptions. As limited exceptions to Section 13(a) above: (i) both Parties may seek to resolve a Dispute in small claims court if it qualifies; and (ii) Artist retains the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of Artist's intellectual property rights.

(c) Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "**AAA Rules**") then in effect, except as modified by these Terms. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800- 778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org).

Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The Parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules, and Artist won't seek to recover the administration and arbitrator fees Artist is responsible

for paying, unless the arbitrator finds your Dispute frivolous. If Artist prevails in arbitration Artist will pay for all of its attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 13(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Artist prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **YOU AND ARTIST AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

**14. Severability.** With the exception of any of the provisions in Section 13(f) of this Agreement ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of this Agreement is invalid or unenforceable, the other parts of the terms of this Agreement will still apply.

**15. General Terms.** This Agreement will transfer and be binding upon and will inure to the benefit of the parties and their permitted successors and assigns, in particular any Transferee. This Agreement constitutes the entire agreement, and supersedes any and all prior or contemporaneous representations, understandings and agreements, between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement. Without limitation, the terms of any other document, course of dealing, or course of trade will not modify this Agreement, except as expressly provided in this Agreement or as the Parties may agree in writing. No amendment to this Agreement or waiver of any provision hereof will be valid or binding unless reduced to writing and duly executed by the Party or Parties to be bound thereby. Failure to promptly enforce a provision of this Agreement will not be construed as a waiver of such provision. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the parties. Neither Party is, by virtue of this Agreement or otherwise, authorized as an agent or legal representative of the other Party. Neither Party to this Agreement is granted any right or authority to assume or to create any obligation or responsibility, express or implied, on behalf or in the name of the other party, or to bind such other Party in any manner. Except as set forth in Section 5(e) of this Agreement with regards to NEWM, nothing contained in this Agreement will be deemed to create any third-party beneficiary right upon any third party whatsoever. Each of the Parties acknowledges that it has had the opportunity to have this Agreement reviewed or not by independent legal counsel of its choice. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the parties' intent as manifested herein. The headings to Sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not in any way affect its interpretation. Neither Party will be afforded or denied preference in the construction of this Agreement, whether by virtue of being the drafter or otherwise. For purposes of this Agreement, the words and phrases "include," "includes", "including" and "such as" are deemed to be followed by the words "without limitation". Any notices or other communications provided by Artist under this Agreement shall be given by contacting the Purchaser at the contact information provided on the NEWM Website. Purchaser may give notice to Artist by contacting the Artist at the contact information provided on the NEWM Website. Notice is effective upon receipt. The Parties have agreed to contract

electronically, and accordingly, electronic signatures will be given the same effect and weight as originals.