



ARTIST PARTICIPATION & RECORDING AGREEMENT

This Artist Participation & Recording Agreement ("Agreement") is entered into between HUSH ("HUSH") and the recording artist identified through electronic acceptance ("Artist"), effective when Artist electronically accepts this Agreement.

1. Catalog Participation and Non-Exclusivity

HUSH may make professionally written and produced musical compositions available for Artist to record. Catalog access is nonexclusive. Other artists may record and release versions of the same composition, including simultaneously. Artist acquires no exclusive composition rights. Each composition recorded by Artist under this Agreement is a "Qualifying Composition" once HUSH accepts the submitted performance for release.

2. Publishing Participation and Eligible Income

2.1 Rate and controlled share Artist receives a contractual royalty participation of one-half of one percent (0.5%) of HUSH's Controlled Writer's Share of Eligible DSP Publishing Income for each Qualifying Composition. "HUSH's Controlled Writer's Share" means only the portion of the composition's songwriter share owned, controlled, or legally available for allocation by HUSH, excluding third-party-controlled writer shares and the publisher share.

2.2 DSP income definition "Eligible DSP Publishing Income" means performance and mechanical publishing royalties attributable to digital streams of a Qualifying Composition, only to the extent attributable to HUSH's Controlled Writer's Share and actually collected by HUSH. It excludes all master recording revenue, master streaming receipts, physical sales, permanent downloads, synchronization fees, video monetization, merchandise, and other nonqualifying revenue. The formula is: Artist Royalty = 0.005 x Eligible DSP Publishing Income.

2.3 All versions of the composition For each Qualifying Composition, Artist participates in Eligible DSP Publishing Income generated by all versions and recordings of that underlying composition, whether performed by Artist or other artists, while HUSH owns or controls the relevant composition rights. This does not confer rights in another artist's master or in the composition copyright. Other participating artists may have parallel contractual participations.

3. Per-Song Accounting, Threshold and Payments

3.1 Separate per-song ledger HUSH shall maintain a separate ledger for each Artist and each Qualifying Composition. Royalties for different compositions shall not be combined to satisfy any payment threshold.

3.2 Initial and recurring thresholds Payment becomes due only when the verified unpaid earned royalties for a single Qualifying Composition equal or exceed USD \$5,000. Following payment of that qualifying balance, the unpaid balance is reduced by the payment made; a further USD \$5,000 must accumulate for that same composition before another payment becomes due.

3.3 Timing HUSH shall issue a qualifying royalty payment within 30 calendar days after the end of the calendar quarter in which the relevant per-song threshold is reached, provided HUSH has actually collected the underlying eligible income and Artist has furnished legally required payment and tax information. Payment is made directly by HUSH, not through ASCAP, BMI, or another PRO under this contractual arrangement.

3.4 Carryforward and statements Unpaid balances below the threshold shall carry forward indefinitely during ordinary participation, withdrawal, and takedown, subject to the special composition-rights transfer provisions in Section 9 and applicable law. HUSH shall keep commercially reasonable underlying accounting records. Routine

quarterly statements need not be supplied before the relevant song reaches its threshold, except where legally required or subject to enforceable inspection rights. Upon a qualifying payment, HUSH shall provide an accounting of the relevant composition, qualifying income, accrued royalties, and payment.

4. Vocal Performance and Master Rights

4.1 Assignment Artist hereby irrevocably assigns and transfers to HUSH, to the fullest extent permitted by applicable law, all transferable rights, title, and interest in the vocal performances and sound recordings created or delivered under this Agreement, including transferable sound-recording copyrights and applicable neighboring and performance rights. Artist agrees to execute reasonable further documents to confirm this transfer. Nonwaivable statutory rights remain unaffected.

4.2 Exclusive master ownership HUSH exclusively owns and controls each completed master recording incorporating Artist's performance and may reproduce, distribute, license, monetize, and otherwise exploit it, subject to applicable law and expressly agreed restrictions. HUSH retains all master-side income unless a separate written agreement expressly provides otherwise. No production stems, session files, or recorded vocal stems need be returned.

4.3 Artist identity and likeness Artist grants HUSH a worldwide, nonexclusive, royalty-free license to use Artist's approved professional name, approved images and photographs, likeness, and approved biographical information for authorized release, marketing, distribution, administration, and exploitation of the relevant recordings. This license survives withdrawal to the extent reasonably necessary for authorized ongoing uses. It does not authorize unrelated endorsements, synthetic vocal performances, or digital replicas without separate written consent.

5. Recording Rules, Outside Contributors and Delivery

5.1 Prohibition on creative contributors Without HUSH's prior written approval, Artist shall not include session musicians, featured performers, additional vocalists, producers, songwriters, or other creative contributors, third-party samples, or protected material in any submitted recording. Artist represents and warrants that all submitted performances are authorized and performed by Artist alone, except as HUSH expressly approves.

5.2 Technical engineers Artist may hire a recording engineer solely for technical recording services. No such engineer receives any rights, royalties, or ownership under this Agreement. Artist is responsible for obtaining any necessary written rights assignments, waivers, or releases from engineers to ensure HUSH obtains the intended master rights. HUSH is not obligated to accept recordings that lack clear rights.

5.3 Responsibility for breaches Artist is responsible for unauthorized contributions introduced in breach of this Agreement and shall indemnify HUSH against resulting third-party claims and reasonable losses and expenses, to the extent permitted by law. HUSH may reject or suspend affected recordings. This allocation does not extinguish third-party claims or any liability that cannot lawfully be excluded.

5.4 Technical delivery Artist shall deliver dry, unprocessed WAV vocal stems at 44.1 kHz or 48 kHz, with leads, harmonies, and ad-libs separately exported and aligned to the supplied instrumental, through HUSH's designated email or Dropbox delivery process. Artist bears their own recording expenses. HUSH has final mix/master approval; revisions are not included.

6. Artwork, Distribution and Promotion

Artist may submit properly cleared cover artwork within seven calendar days after vocal delivery. If compliant artwork is not received, HUSH may provide artwork. HUSH provides production, mixing, mastering, and standard digital distribution without charging Artist. HUSH will use commercially reasonable efforts to distribute approved masters as soon as practicable, without guaranteeing a release date. Artist may undertake authorized promotion, performances, merchandise, and other independent activities at their expense. Remixes and synchronization uses require HUSH approval.

7. Authorized Music Videos and Net Revenue

7.1 Authorization and administration Music videos incorporating HUSH masters require HUSH authorization. Official video uploads, Content ID, monetization, and rights administration shall be coordinated or administered by HUSH.

7.2 30% artist share Artist receives 30% of Net Video Monetization Revenue actually collected by HUSH from an authorized music video featuring Artist's recording; HUSH retains 70%. Video earnings are separate from publishing royalties and do not count toward the USD \$5,000 publishing threshold.

7.3 Permitted deductions "Net Video Monetization Revenue" means video monetization revenue actually received by HUSH after deduction, only to the extent not already deducted, of: (a) YouTube or other platform fees, commissions, and revenue shares; (b) Content ID administration, rights management, and collection fees; (c) taxes and required withholding directly attributable to the video revenue, excluding HUSH's general corporate income taxes; (d) refunds, chargebacks, reversals, and platform adjustments; and (e) reasonable documented direct third-party collection or administration expenses of categories disclosed in the applicable written video authorization. No expense may be deducted twice. HUSH general overhead and unrelated expenses are excluded.

7.4 Video payment terms The timing and any minimum amount for payment of video monetization earnings shall be specified in a separate written video authorization or revenue schedule. [TO BE COMPLETED BEFORE VIDEO MONETIZATION.]

8. Withdrawal, Takedown and Surviving Rights

Artist may withdraw from active participation by written notice and may separately request a recording takedown without terminating the entire Agreement. HUSH shall initiate applicable distributor removal procedures, subject to third-party processing. HUSH retains ownership and archival possession of masters after withdrawal, takedown, or termination. Previously authorized videos, promotions, and other uses may continue in accordance with their written permissions and applicable takedown obligations. Previously accrued royalties continue to be governed by this Agreement. HUSH may arrange re-release upon Artist's written request.

9. Sale or Transfer of Composition Rights

9.1 Prospective effect If HUSH sells, assigns, or otherwise transfers any of its controlled rights in a Qualifying Composition, Artist's participation terminates prospectively as to income generated after the effective transfer date from those transferred rights. Participation continues as to any qualifying rights HUSH retains.

9.2 Per-song transfer threshold For the transferred composition, previously accrued unpaid royalties remain payable only if the Artist's unpaid balance attributable to that composition reaches or exceeds USD \$5,000 based on eligible pre-transfer streaming income, including income received and verified after transfer for streams that occurred before transfer. Balances from other songs shall not be combined. If the per-song threshold is not met, the unpaid balance attributable to the transferred rights is subject to forfeiture only to the extent permitted by applicable law. Already completed payments are unaffected. Unrelated compositions and HUSH-retained rights remain unaffected.

9.3 Late-collected pre-transfer income and HUSH review Qualifying income from streams occurring before the transfer date shall be treated as pre-transfer income even if collected afterward. HUSH shall review post-transfer receipts in good faith to verify the streaming period, qualifying rights, actual collections, and applicable per-song threshold, within a commercially reasonable time after receiving sufficient data. Where the threshold is met and the amounts are approved, HUSH shall issue payment within 30 calendar days after completion of its royalty review and approval process. HUSH shall not exclude otherwise eligible income solely because it was collected after transfer. This Section governs over inconsistent carryforward terms only for transferred rights.

10. Contractual Participation, Credits and Creative Changes

The Publishing Participation is a contractual payment entitlement and does not itself establish songwriting authorship, transfer composition copyright, or grant master ownership. Credits must reflect actual authorship and

applicable rights agreements. Minor creative adjustments do not increase Artist's 0.5% participation; material changes require HUSH's prior written approval.

11. Changes to Agreement; Continued Engagement; Forfeiture

11.1 Replacement agreement. HUSH may propose revised participation terms at any time by written notice. Any further recording submissions, new releases, or other new engagement under revised terms requires a new written agreement signed by both HUSH and Artist. Proposed revised terms do not amend this Agreement without such signatures.

11.2 Nonacceptance and takedown. If Artist does not execute the replacement agreement by the deadline reasonably specified in HUSH's written notice, or affirmatively declines it, active engagement under this Agreement terminates. HUSH shall request removal of Artist's then-live recordings distributed under this Agreement, subject to distributor and platform processing, applicable law, and third-party rights. HUSH does not guarantee immediate removal.

11.3 Express forfeiture of unpaid amounts. Upon termination under Section 11.2, Artist expressly agrees to forfeit and irrevocably waive, to the fullest extent permitted by applicable law, all accrued, unpaid, unremitted, and contingent contractual royalties, participation balances, and other payment claims arising under this Agreement, including amounts earned before termination, whether or not the USD \$5,000 per-song threshold has been reached, and any unpaid video monetization participation. HUSH shall have no further contractual obligation to pay those forfeited amounts. This forfeiture does not apply to amounts already paid, amounts that applicable law prohibits forfeiting, or claims or rights held by third parties. Any nonwaivable sums remain payable as required by law.

11.4 Artist rights; HUSH ownership. Upon termination under Section 11.2, Artist relinquishes any continuing contractual permission, participation, approval, access, or exploitation rights granted to Artist under this Agreement, to the fullest extent permitted by law. To the extent Artist retains any transferable ownership interest in recordings created under this Agreement that was not previously effectively assigned to HUSH, Artist hereby assigns that interest to HUSH upon termination, subject to applicable law and any mandatory formalities. Nothing in this Section purports to extinguish nontransferable moral rights, statutory rights, genuine composition co-authorship or other independently vested rights that cannot lawfully be waived or transferred, or any rights belonging to third parties. HUSH's previously acquired master ownership remains in force.

11.5 Priority and survival. The parties intend Sections

11.3 and

11.4 to supersede inconsistent survival or carryforward provisions elsewhere in this Agreement, including Sections 3, 8, and 9, solely upon termination under Section

11.2 and only to the extent legally enforceable. Otherwise, the existing terms continue to govern pretermination activities and obligations. If any forfeiture or assignment is unenforceable, the remaining provisions remain effective to the extent permitted by law.