

ASSIGNMENT OF SOUND RECORDING ROYALTIES (ON-DEMAND STREAMING)

This Assignment of Sound Recording Royalties (Streaming) (this “Agreement”) is by and between Blume LLC (“Blume”) and each holder (each, an “Assignee”) of a non-fungible token known as a Limited Digital Asset that is associated with the Contract Address specified on the signature page of this Agreement (each, a “Token”).

WHEREAS, Blume is the owner of 100% of the copyright in and to the Sound Recording known “Worst Case,” by the artist 3LAU (the “Artist”) (in collaboration with the artist CXLOE) (the “Recording”);

WHEREAS, Blume has previously designated Royal Markets, Inc. (“Royal”) as Blume’s agent for the collection of a portion of royalty payments from distributors of the Recording and distribution of some of such royalty payments (the “Royal Agreement”);

WHEREAS, three-hundred thirty-three (333) individuals (the “Original Assignees”) were identified as winners of an early access contest run by Royal on its website at www.royal.io (the “Contest”) on October 27, 2021 (the “Announcement Date”);

WHEREAS, the prize for the Original Assignees of the Contest consisted of the assignment of certain rights from Blume to each Original Assignee on the terms and conditions stated in this Agreement;

WHEREAS, each Original Assignee may, subject to the obligations herein, transfer or assign such Original Assignee’s Token to a third party, and the term “Assignee,” as used in this Agreement, includes each and every purchaser of the Token in any Resale (as defined below).

NOW, THEREFORE, in exchange for the mutual promises and covenants stated herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby duly acknowledged, Blume and each Assignee hereby agree as follows:

1. Subject to each Assignee’s compliance with its obligations under this Agreement, Blume hereby assigns to each Assignee 0.15% (the “Assigned Share”) of Blume’s royalties earned after the Announcement Date from on-demand streaming of the Recording (“Streaming Royalties”). This assignment, and corresponding receipt of any associated payments, is subject to: (a) the terms of this Agreement; (b) the terms of Blume’s agreements with distributors for the Recording and such distributors’ rules and regulations, if and as applicable; and (c) Royal’s applicable Terms of Use, Contest Rules, and policies.
2. Blume’s assignment of the Streaming Royalties to an Assignee will not be effective unless and until, in the case of an Original Assignee, such Original Assignee provides to Royal the blockchain address of a cryptocurrency wallet compatible with the Token, in compliance with Royal’s standard terms and conditions, for the receipt from Royal of a Token, and in each case, such Assignee’s successful completion (as determined by Royal in its sole discretion) of any due diligence applicable to such Assignee, including without limitation any Know Your Customer, anti-money laundering, sanctions, and other processes as requested by Royal. If an Assignee fails to meet any of the applicable conditions above, Blume and/or Royal may suspend the delivery of, in the case of an Original Assignee, the Token, and in every case, any

Assigned Share, to such Assignee. In the case of an Original Assignee, if any of the above conditions have not been met within the ten calendar days following the Announcement Date, Blume and/or Royal may terminate this Agreement with respect to such Original Assignee. Blume and/or Royal may deduct from payments “gas” fees, taxes, network fees, or other costs and expenses. Each Token may, but is not guaranteed to, include or entitle its current owner to benefits other than receipt of the Assigned Share, such as off-chain assets or “air-drop” benefits, as determined from time to time by Blume and/or Royal, in their sole and absolute discretion. Each Assignee is solely responsible for calculating and collecting all taxes associated with such Assignee’s Assigned Share.

3. Blume shall promptly provide Royal with a letter of direction instructing Royal, pursuant to the Royal Agreement, to distribute or make available the Assigned Share from time to time to the then current Assignee, as determined by ownership of a Token. The Assigned Share will be paid or claimable in the form of either (i) USDC, a stablecoin on the Ethereum blockchain issued by Circle Internet Financial, Inc. or its affiliate, or (ii) ETH, the native token of the Ethereum blockchain, as determined by Royal in its absolute discretion. If Royal determines to pay the Assigned Share in ETH, the quantity shall be determined by multiplying (a) the amount of U.S. Dollars due to such Assignee’s Assigned Share by (b) the conversion rate of ETH to USD, at the time such distribution is first paid to or is claimable by any Assignee. In the event of termination of the Royal Agreement, Blume will take such steps as are necessary, in Blume’s judgment, to ensure the continued distribution of the Assigned Share to each then current Assignee, as determined by ownership of a Token, including by providing a letter of direction to any agent replacing Royal to distribute the Assigned Share through the Token in accordance with the provisions of this Agreement.
4. The timing and frequency of distribution of the Assigned Share is subject to Royal’s receipt of Streaming Revenues from the distributors pursuant and subject to the Royal Agreement.
5. Each Assignee may freely transfer or assign such Assignee’s Token to a third party (each a “Resale”) by way of an on-chain transfer, with all consideration payable on-chain through the cryptocurrency wallet used to acquire the Token, provided that such third party expressly accepts the terms of this Agreement and the Royal Terms of Service and Privacy Policy. Upon any Resale, the selling owner of such Token shall cease to have any rights with respect to the Streaming Royalties, Assigned Share or any other benefits or assets incorporated into or associated with the Token and the purchasing owner shall thereafter be entitled to receive the Assigned Share, subject to all of the terms and conditions of this Agreement.
6. Each Resale of a Token by an Assignee is subject to an aggregate fee of 5% of the sales price of such Resale (the “Resale Royalty”), to be paid to Blume and/or Royal, or the designee(s) of each. Such Resale Royalty may be embedded into the smart contract of such Token.
7. Each Assignee acknowledges and agrees that (a) this Agreement does not convey any rights in the musical composition embodied in the Recording, or any rights, interests, revenues or royalties in the Recording other than the Assigned Share of the Streaming Royalties, (b) this Agreement consists of assignment of a revenue stream only and does not convey any ownership interest or other rights in or to the copyright in the Recording, which is fully

reserved and retained by Blume, (c) such Assignee has not received and will not request an advance, loan or other payment from any third party that may be recoupable from amounts payable under this Agreement; and (d) this Agreement does not convey to any Assignee any right to use the name, image or likeness of the Artist; provided that Assignee may use Artist's name as necessary to accurately describe the Token in the case of any potential Resale.

8. Each Assignee warrants and represents that none of Blume, Royal, or the 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, by way of example only with without limitation, any promises or representations about the potential commercial success of the Recording or the amount of Streaming Royalties, (b) guarantees that any particular amount of Streaming Revenues will be distributed via the Assigned Share, (c) guarantees that Streaming Revenues will be distributed or made available via the Assigned Share with any particular frequency; or (d) guarantees that a market does or will exist for any Resale(s). Each Assignee expressly acknowledges that the Assigned Share may consist of little or no Streaming Royalties, that there may not be a market for any Resales, and to the extent there is a market for any Resales, the Token may or may not have any material value on that market.
9. No failure by Blume, or Royal (as Blume's agent) shall constitute a breach of this Agreement unless an Assignee provides written notice to Blume specifying in reasonable detail the facts and circumstances allegedly constituting a breach of this Agreement and Blume, fails to cure, or cause Royal to cure, the alleged breach within thirty (30) days of receipt of such notice.
10. Royal is not a party to this Agreement. Except for Sections 13-20 (which apply to Royal), all rights and obligations with respect to each Assignee and Royal are set forth in Royal's Terms of Service and Privacy Policy.
11. Each Assignee shall send any notice to Blume pursuant to this Agreement to the email address for Blume specified in the signature block below, together with a copy to notice@royal.io. Blume and/or Royal shall post any notice to an Assignee to the URL address specified in the metadata of the Token's smart contract.
12. Each Assignee shall protect, defend and indemnify Blume, Royal and the Artist from and against any and all losses imposed upon or incurred by them as a result of any claim by the purchaser in any Resale by the Assignee, to the extent such claim is based on anything other than the express terms of this Agreement.
13. THE TOKEN AND ASSIGNED SHARE ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, BLUME EXPLICITLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. BLUME MAKES NO WARRANTY THAT THE TOKEN AND ASSIGNED SHARE WILL MEET ASSIGNEE'S REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. BLUME

MAKES NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OR CONTENT RELATED TO THE TOKEN AND ASSIGNED SHARES.

14. BLUME AND ROYAL WILL NOT BE RESPONSIBLE OR LIABLE TO ASSIGNEE FOR ANY LOSS AND TAKES NO RESPONSIBILITY FOR, AND WILL NOT BE LIABLE TO YOU FOR, ANY USE OF A 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 TOKEN; OR (V) ANY UNAUTHORIZED THIRD PARTY ACTIVITIES, INCLUDING WITHOUT LIMITATION THE USE OF VIRUSES, PHISHING, BRUTE-FORCING OR OTHER MEANS OF ATTACK AGAINST BLOCKCHAIN NETWORK UNDERLYING THE TOKEN AND ASSIGNED SHARE.
15. A TOKEN IS AN INTANGIBLE DIGITAL ASSET THAT EXISTS 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 BLUME AND ROYAL DO NOT CONTROL. BLUME AND ROYAL DO NOT GUARANTEE THAT BLUME OR ANY BLUME PARTY CAN AFFECT THE TRANSFER OF TITLE OR RIGHT IN ANY TOKEN. ASSIGNEE BEARS FULL RESPONSIBILITY FOR VERIFYING THE IDENTITY, LEGITIMACY, AND AUTHENTICITY OF ASSETS. NOTWITHSTANDING INDICATORS AND MESSAGES THAT SUGGEST VERIFICATION, BLUME AND ROYAL MAKE NO CLAIMS ABOUT THE IDENTITY, LEGITIMACY, OR AUTHENTICITY OF ASSETS OR ANY PURPORTED SUBSEQUENT TRANSACTIONS.
16. EACH ASSIGNEE SOLELY ASSUMES ALL RISKS THAT LAWS, REGULATIONS, ENFORCEMENT PRACTICES, AND CHANGES THERETO WILL HAVE ON THE VALUE OF THE TOKEN AND ASSIGNED SHARE.
17. BLUME AND ROYAL ARE NOT RESPONSIBLE FOR ANY KIND OF FAILURE OR BEHAVIOR OF SOFTWARE (E.G., WALLET, SMART CONTRACT), BLOCKCHAINS OR ANY OTHER TECHNOLOGY IMPACTING A TOKEN OR ASSIGNED SHARE. BLUME AND ROYAL ARE NOT RESPONSIBLE FOR CASUALTIES DUE TO LATE REPORT BY PAYORS OR REPRESENTATIVES (OR NO REPORT AT ALL), OR OF ANY ISSUES WITH THE BLOCKCHAIN SUPPORTING THE TOKEN INCLUDING FORKS, TECHNICAL NODE ISSUES OR ANY OTHER ISSUES HAVING FUND LOSSES AS A RESULT.
18. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER BLUME NOR ITS SERVICE PROVIDERS (INCLUDING ROYAL) INVOLVED IN CREATING, PRODUCING, OR DELIVERING A TOKEN 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 SUBSTITUTES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE OR INTERACT WITH TOKENS, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT BLUME OR ITS SERVICE PROVIDERS HAVE 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.

19. TO THE MAXIMUM EXTENT PERMITTED BY THE LAW OF THE APPLICABLE JURISDICTION, IN NO EVENT WILL BLUME'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED ONE HUNDRED U.S. DOLLARS (\$100.00) OR AMOUNTS PAYABLE TO ASSIGNEE PURSUANT TO THE ASSIGNED SHARE.
20. THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN BLUME AND EACH ASSIGNEE.
21. This Agreement is entered into, and shall be construed in accordance with the laws of, the State of Delaware, without regard to principles of conflicts of law. The parties agree that any and all disputes, claims or controversies arising out of or relating to this Agreement shall be submitted to JAMS, or its successor, for mediation, and if the matter is not resolved through mediation, then it shall be submitted to JAMS, or its successor, for final and binding arbitration. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, will be referred to and finally determined by arbitration in accordance with the JAMS Smart Contract Rules. The seat of the arbitration will be New York County, New York. The language to be used in the arbitral proceeding will be English. Judgment upon the award rendered by the Arbitrator(s) may be entered by any court having jurisdiction thereof.
22. This Agreement may be executed by electronic means, including by email, on-screen acceptance of this Agreement, purchase of a Token in a Resale, acknowledgement of receipt of a Token or smart contract interaction with the Token. In all events, each Assignee's provision of the blockchain address and/or the identity verification information of such Assignee, as provided in paragraph 2 above, shall constitute such Assignee's acceptance and execution of this Agreement. This Agreement is binding upon and inures to the benefit of the successors, assigns, heirs, executors, and legal representatives of the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, Blume LLC has executed this Agreement on October 27, 2021.

BLUME LLC



By: Justin Blau
Notice Email: blumelegal@gmail.com

ASSIGNEE

ACKNOWLEDGES ACCEPTANCE OF
THIS AGREEMENT IN ACCORDANCE
WITH SECTION 22 OF THIS AGREEMENT
By: Each Assignee

Token Contract Address: 0x40711E7D328B5b97737c869a23E43b3C147ce638