

## EXCLUSIVE DISTRIBUTION AND RECORDING AGREEMENT



{Southside Recordz ~ (THE CONGLOMERATE) and DJ Killa Karolina} ~

This Exclusive Distribution and Recording Agreement (the “Agreement”) is entered into as of April 13th, 2026 (the “Effective Date”), by and between:

Southside Recordz ~ (THE CONGLOMERATE), a Nevada entity with its principal place of business at 9620 Las Vegas Blvd S, Ste E4 #516, Las Vegas, NV 89123 (hereinafter referred to as the “Label”),

AND

Edward Rawlinson professionally known as “DJ Killa Karolina” (hereinafter referred to as the “Artist”).

### RECITALS

WHEREAS, the Artist is a music producer and recording artist;

WHEREAS, the Label desires to obtain ownership of the Masters and the exclusive right to distribute, market, and exploit the Artist’s albums and related recordings;

WHEREAS, the Artist is willing to grant such ownership and exclusive rights to the Label upon the terms and conditions set forth herein, including a post-Term buy-back option;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

## 1. GRANT OF RIGHTS

1.1 The Artist hereby assigns, transfers, and conveys to the Label all right, title, and interest in and to all sound recordings, albums, singles, and related audiovisual works created by the Artist during the Term (collectively, the “Masters”), including all copyrights and neighboring rights therein.

1.2 The Label shall be the sole and exclusive owner of the Masters throughout the world for the full term of copyright and all renewals and extensions thereof.

1.3 **Distribution Rights – All Media:** The Label shall have the exclusive worldwide right to distribute, reproduce, sell, stream, license, transmit, and exploit the Masters in **any and all formats and media now known or hereafter devised**, including (without limitation) all forms of digital distribution, streaming platforms, downloads, cloud-based services, NFTs, blockchain-based media, virtual reality, augmented reality, metaverse environments, and any future technological medium or format whether now known or hereafter developed or invented. This grant includes the right to use any and all delivery systems, platforms, and technologies that may emerge during or after the Term.

1.4 **Merchandising and Likeness Rights:** During the Term, the Label shall have the exclusive worldwide right to use, reproduce, and exploit the Artist’s name, likeness, image, voice, signature, biographical material, and other indicia of identity (collectively, the “Artist’s Persona”) in connection with the promotion, marketing, advertising, and sale of entertainment merchandise related to the Masters and the Artist’s career. Such merchandise includes (but is not limited to) apparel, posters, digital collectibles, accessories, and any other goods bearing the Artist’s Persona. All net profits derived from the sale of such merchandise shall be split fifty percent (50%) to the Artist and fifty percent (50%) to the Label after deduction of only direct third-party manufacturing, shipping, and sales costs.

## 2. TERM

2.1 The initial term of this Agreement shall be seven (7) years from the Effective Date (the “Initial Term”).

2.2 This Agreement shall automatically renew for an **additional five (5) years** (the “Renewal Term”) unless either party gives written notice of non-renewal at least ninety (90) days prior to the expiration of the Initial Term.

2.3 The Initial Term and any Renewal Term shall collectively be referred to as the “Term.”

## 3. ROYALTIES AND REVENUE SHARE

**3.1 Album / Recording Royalty:** The Label shall pay the Artist thirty-five percent (35%) of the net receipts actually received by the Label from all sales, streams, downloads, and other exploitations of the Masters, after deduction of only third-party distributor fees, returns, and taxes.

**3.2 Publishing:** The Artist shall retain and receive fifty percent (50%) of all publishing income generated by the compositions embodied in the Masters.

**3.3 Live Performances and Tours:** The Artist shall receive fifty percent (50%) of all net revenue derived from live performances, concerts, and worldwide tours during the Term, after deduction of only direct tour expenses.

**3.4** All royalties and revenue shares shall be paid quarterly within forty-five (45) days after the end of each calendar quarter, accompanied by a detailed accounting statement.

#### **4. ACCOUNTING AND AUDIT**

The Label shall maintain accurate books and records. The Artist shall have the right to audit once per year upon thirty (30) days' written notice. Any underpayment shall be paid within thirty (30) days, plus interest at 1.5% per month.

#### **5. ARTIST OBLIGATIONS**

The Artist agrees to deliver at least one full-length album per year during the Term and to use commercially reasonable efforts to promote the Masters.

#### **6. LABEL OBLIGATIONS**

The Label agrees to use commercially reasonable efforts to distribute, market, promote, and merchandise the Masters and the Artist's Persona worldwide.

#### **7. OWNERSHIP AND BUY-BACK OPTION**

**7.1 Ownership:** The Label shall be the sole and exclusive owner of all Masters and all rights granted under Sections 1.3 and 1.4 created or exercised during the Term.

**7.2 Artist Buy-Back Option:** Upon expiration or termination of the Term (for any reason), the Artist shall have the irrevocable option to repurchase all rights in the Masters (the "Buy-Back Option").

**7.3 Buy-Back Price:** The purchase price shall be equal to (a) any unrecovered advances or recording costs actually paid by the Label to or on behalf of the Artist, plus (b) fifty percent (50%) of the net profits actually earned by the Label from the Masters during the Term.

**7.4 Exercise of Option:** The Artist may exercise the Buy-Back Option by written notice to the Label within ninety (90) days after the end of the Term. Payment shall be made within sixty (60)

days of notice, after which all rights in the Masters shall automatically revert to the Artist.

#### 8. WARRANTIES AND REPRESENTATIONS

Each party represents that it has full authority to enter into this Agreement and that the Masters and Artist's Persona do not infringe third-party rights.

#### 9. TERMINATION

Either party may terminate for material breach upon thirty (30) days' written notice if the breach is not cured. Upon termination, the Label's ownership rights continue until the Buy-Back Option is exercised or expires.

#### 10. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Nevada. Disputes shall be resolved in the courts of Clark County, Nevada.

#### 11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and may only be amended in writing signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LABEL:

Southside Recordz ~ (THE CONGLOMERATE)

X: 

Edward Rawlinson, Owner / CEO

Date: April 13th, 2026

ARTIST:

DJ Killa Karolina (Edward Rawlinson)

X: 

Edward Rawlinson, p/k/a DJ Killa Karolina

Date: April 13th, 2026