**Producer Agreement**

Date: May 8, 2019,

The Bruch Project (“Company”)

 715 Gayley Ave, Los Angeles, CA 90095

Easy Money Music Loans (Producer’s loan out company)

A Limited Liability Corporation

 1440 Avenue of the Stars, Los Angeles, CA 90090

James Jacket (“Producer”)

 James Jacket Producing Inc.

 14204 Camino de la Luz, Los Angeles, CA 90024

Dear Mr. James Jacket:

The following shall constitute the agreement between f/s/o Mr. James Jacket ("Producer") and The Bruch Project ("Company") with respect to the production of Twelve (12) or more master recordings (the "Masters") intended for the forthcoming album performed by (the "Project") and other guest artists :

1. SERVICES : Producer shall perform all services customarily rendered by a producer of a first class album in connection with the Album. Producer shall commence services on or about July 1st , 2020, at 14204 Camino del la Luz in Los Angeles, and in such other locations and times as Company shall reasonably designate. Company shall pay or reimburse Producer for the reasonable costs of his travel and hotel accommodations it Company requires his services to be provided outside of Los Angeles County, California.

2. PRODUCER FEE: Producer shall receive a fee of Ten Thousand Dollars ($ 10,000), which shall be paid according to the following schedule:

 (a) 25%, $2,500, upon signature of this agreemet;

 (b) 25% $2,500 , upon delivery of the completed Masters; and

 (C) 50% $5,000, upon release of the Album, but in no event later than January 31, 2020.

Producer and Company will1nutually consult with respect to the recording budget for the Masters but the final determination for the budget shall be made by Company.

 Company shall have the right at its election to designate other producers for recording sessions for the Masters, in which event Producer shall not have any rights hereunder With respect to the Master recordings(s) produced at such recording sessions. In the event the Album is not entirely produced by Producer, the above fee shall be prorated on the basis that the number of Masters produced by Producer and embodied on the Album bears to the total number of master recordings on the Album.

During the term hereof and for five (5) years thereafter Producer shall not produce a Master recording embodying any selections recorded pursuant to this Agreement for any person, firm or corporation other than Company.

3. OWNERSHIP : Producer acknowledges that the work created by the Producer's services hereunder and the Masters shall be considered a "work made for hire" for Artist for the purposes of the U.S. Copyright Law. To the extent Producer is deemed to have any ownership interest in and to the Masters hereunder, Producer hereby transfers, conveys and assigns all right, title and interest, including the copyright, in and to such Masters to Company· and Con1pany or Artist's designee shall have the exclusive right to copyright such Masters in its nan1e as the owner and author thereof and to secure any and all renewals and extensions of such copyright throughout the world. Without limiting the generality of the foregoing, Company and any designee of Company shall have the unlimited and exclusive rights to manufacture phonograph records by any method now or hereafter known, derived from the Masters made hereafter, to synchronize in audiovisual works, and to sell, transfer or otherwise deal in the same or any elements thereof under any trademarks, trade names and labels, to refrain from such manufacture, sale and dealing, throughout the world.

4. CREDIT: Company shall have the worldwide right in perpetuity to use and to permit others to use Producer's name (both legal and professional, and whether presently or hereafter used by you), likenesses, other identification, and biographical material concerning him, for purposes of trade in connection with the Masters hereunder, the phonograph records derived therefrom. Subject to completion of services, Producer shall receive credit on liner notes, labels, CDs, cassettes, cassingles, single sleeves (to the extent that there is printing thereon) and album covers of records embodying the Masters. The credit shall be worded as follows: "Produced By James Jacket Producing Inc. " Notwithstanding the foregoing, with respect to trade advertisements only, the Producer's name may only appear in a group listing with the names of producers of other recordings. The exact size and placement of Producer's credit shall be made by Company in its discretion. The inadvertent failure of Company to provide such credit shall not be a breach of this Agreement so long as reasonable measures are taken to remedy such breach after notice of such breach is given Producer.

5. ADDITIONAL REMIX SERVICES : Producer shall be available to for any remixing required by any label which may in future acquire distribution rights in the Album.

6. NO OBLIGATION TO USE: Nothing contained herein shall be deemed to obligate or require the Company or Company to embody the Masters on any record recorded by the Company or released by the Company.

LICENSE FOR MUSICAL COMPOSITION : If any selection recorded in the Masters is written or composed by the Producer, the Producer shall issue to the Company or its designee a n1echanicallicense at the same rate and upon the same terms and conditions as Company requires of other authors/composers in respect of compositions written by or for the Company.

8. WARRENTIES: Producer hereby warrants, represents, and agrees that.

(a) He is under no disability, restriction, or prohibition, whether contractual or otherwise, with respect to his right to execute this contract, to grant the rights granted by him hereunder, to perform each and every term and provision hereof, and to produce each and every selection to be produced by him hereunder. In this regard, Producer specifically warrants and represents that no selection produced by him pursuant to this Agreement is or shall be subject to any restrictions pursuant to any other agreement to which he is or has been a party or by which he is otherwise bound.

(b) During the term of this contract Producer shall become and remain a member in good standing of any appropriate labor union or unions with which the Company may at any time have an agreement lawfully requiring such union membership.

(c) The Masters shall be recorded in accordance with the rules and regulations of all labor unions having jurisdiction over the recording thereof.

(d) No selections, materials, ideas, or other properties furnished or selected by Producer and embodied or contained in or used in connection with the Masters or the packaging or advertising for phonograph records pursuant to this Agreement will violate or infringe upon any common law or statutory right of any person, firm or corporation, including, without limitation, contractual rights, copyrights, and rights of privacy.

9. FORCE MAJEURE

(a) Company shall have the right, at its election, to suspend the running of the term of this contract and Producer's and its obligations hereunder upon written notice to Producer if as a result of an act of God, accident, fire, labor controversy, riot, civil commotion, act of public enemy, law, enactment, rule, order, or act of any government or governmental instrumentality, failure of technical facilities, failure or delay of transportation facilities, illness or incapacity, or other cause of a similar or dissimilar nature not reasonably within Company's control or which Company could not by reasonable diligence have avoided (each such act specified in this subclause 11(a) shall be referred to herein as a "force majeure event"), Company is hampered in the recording, manufacture, distribution, or sale of phonograph records or its normal business operations become commercially impractical. Such suspension shall be for the duration of any such event or contingency, and, unless Company notifies Producer to the contrary in writing, the term hereof shall be automatically extended by such number of days as equal the total number of days of any such suspension.

 (b) In the event Producer’s ability to perform his material obligations as a producer pursuant to this Agreement becomes impaired or if he refuses, neglects or becomes unable to comply with any of his material obligations hereunder, Company shall have the right, at its election, in addition to any other rights or remedies which it may have in such event, to terminate this contract upon written notice to Producer and shall thereby be relieved of any and all obligations hereunder except my obligations with respect to any Master satisfactorily delivered by Producer prior to such termination.

10. ASSIGNMENT: Company shall have the right, at its election, to assign any or all of its rights hereunder, in whole or in part, to any subsidiary, affiliated, or related company, or to any other person, firm, corporation or other business entity. In the event that Company assigns its rights to an unrelated third party, Company shall thereafter be relieved of its obligations. Producer shall not have the right to assign any of his rights or obligations hereunder.

11. SERVICES UNIQUE: Producer expressly acknowledges that his services hereunder are o f a special unique, and intellectual character which gives them peculiar value, and that in the event of a breach by Producer of any term, condition, or covenant hereof Co1npany may be caused irreparable injury. Producer expressly agrees that in the event he shall breach any provision of this contract, Company shall be entitled to elect any and all remedies provided in such event by law or equity, in addition to any other rights or remedies available, Company shall have the right to recoup any damages incurred by it as a result of such breach from any monies which may be payable to Producer hereunder so long as such da1nages have been determined by arbitration, a court of competent jurisdiction or are otherwise recoupable in accordance with the law.

12. INDEMNIFICATION : Producer hereby agrees to and do hereby indemnifies, saves, and holds Company harmless from any and all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorneys' fees) arising out of or connected with any claim, demand or action by a third party which is inconsistent with any of the warranties, representations, or covenants made by Producer in this contract. You agree to reimburse me, on demand, for any payment made by me or the Company at any time with respect to any such damage, liability, cost, loss or expense to which the foregoing indemnity applies, provided such payment arises from a final judgment, arbitration or settlement made with your prior written consent, which consent you shall not unreasonably withhold. I shall notify you of any such claim, demand or action promptly after I have been formally advised thereof, and you shall have the right, at your expense, to participate in the defense thereof with counsel of your choice, provided the Company and I shall have the right, at all times, in my and/or the Company's sole discretion, to retain or resume control of the conduct thereof. Pending the determination of any such claim, demand or action, the Company shall have the right, at Company's election, to withhold payment of any monies otherwise payable to you hereunder in an an1ount reasonably related to such claim and my estimated reasonable attorneys' fees and expenses in connection therewith.

13. NOTICES, WRITTEN: All notices to be given to Producer and all payments to be sent to Producer hereunder shall be addressed to him at the address set forth on page 1 of this Agreement or at such other address as he shall designate in writing from time to time. All notices to be given to Company hereunder shall be addressed to it at the address set forth on page 1 of this Agreement or at such other address as Company shall designate in writing from time to time. All notices shall be in writing and shall either be served by personal delivery, n1ail or by facsimile transmission provided a copy is concurrently n1ailed. Except as otherwise provided herein, such notice shall be deemed given (a) on the day when personally delivered (b) five days after mailed or (c) when sent by facsimile transmission.

14. ENTIRE AGREEMENT : This contract sets forth the entire understanding of the patties hereto relating to the subject matter hereof. No modification, amendment, waiver, tern1ination or discharge of this contract or of any of the terms or provisions hereof shall be binding upon any of the parties hereto unless confirmed by a written instrument signed by you and by me. No 'Naiver of any term or provision of this contract or of any default hereunder shall affect the parties' respective rights thereafter to enforce such term or provision or to exercise any right or ren1edy in the event of any other default, whether similar or not.

15. NOTICE OF BREACH : Company shall not be deemed to be in breach of any of my obligations hereunder unless and until Producer shall have given it specific written notice of the nature of such breach and Company shall have failed to cure said breach within thirty (30) days after my receipt of such written notice, or, if by its nature, such breach cannot reasonably be cured within thirty (30) days, shall have failed to have undertaken reasonable steps to cure such breach and thereafter diligently pursued to cure such breach.

16. NO PARTNERSHIP OR JOINT VENTURE: Nothing herein contained shall constitute a partnership or a joint venture between the parties. Neither party hereto shall hold itself out contrary to the terms of this clause, and neither shall become liable for any representation, act, or omission of the other contrary to the provisions hereof. This contract shall not be deemed to give any right or remedy whatsoever to any third party unless such right or remedy is specifically granted by Company in writing to the third party.

I7. CHOICE OF LAW: This contract has been entered into in the state of California and its validity construction, interpretation and legal effect shall be governed by the laws of

the state of California applicable to contracts entered into and performed entirely within the state of California.

Please sign below to indicate your acceptance of the foregoing

Sincerely,

Cameron Wirtz

The Bruch Project (“Company”)

715 Gayley Ave, Los Angeles, CA 90095

ACCEPTED AND AGREED

Mr. James Jacket

James Jacket, Producing Inc.

14204 Camino de la Luz, Los Angeles, CA 90024