

PUBLISHING ADMINISTRATION TERMS AND CONDITIONS

PUBLISHED AND EFFECTIVE AS OF SEPTEMBER 15, 2025. THESE GENERAL TERMS OF USE REPLACE AND SUPERSEDE ALL PRIOR VERSIONS.

Dear client (the “Client” or “You”), Welcome to daflow.ai (the “Daflow” or “Site”)!

This is a legal agreement (the “Terms and Conditions”, “Agreement”) between You and Daflow Pte. Ltd. (“Daflow”). Daflow reserves the sole right at any time to modify, discontinue or terminate the Site and Services, or modify the Terms & Conditions without notice. You hereby agree that any modification of these Terms & Conditions shall not be interpreted to reflect upon the strength of any provisions in any earlier iteration of these Terms & Conditions. It is your responsibility to check these Terms & Conditions periodically for changes. By continuing to use or access the Site and/or Services after Daflow makes and posts any such modification, You agree to be legally bound by the revised Terms & Conditions. You may not alter the terms and conditions of the Terms & Conditions without Daflow’s express written consent.

New users who join this agreement automatically qualify for the Limited Time Bonuses hereunder. By confirming your acceptance through the dialogue box below by clicking "I agree," you acknowledge that you understand the meaning of all the provisions in this agreement, agree to enjoy the bonuses and services provided under this agreement, and willingly assume any legal consequences associated therewith.

Please read the following instructions carefully to ensure that You clearly understand Daflow and its unique services.

BY USING THE SERVICES OFFERED BY DAFLOW, THROUGH THE WEBPAGE OR WITH RESPECT TO YOUR DAFLOW ACCOUNT, YOU AGREE TO BE LEGALLY BOUND BY THE TERMS & CONDITIONS.

BY USING THE SERVICES OFFERED BY DAFLOW, YOU AFFIRM THAT YOU ARE OVER 18 YEARS OLD AND THE SERVICES DESCRIBED IN AND DELIVERED THROUGH DAFLOW. IF YOU ARE USING DAFLOW ON BEHALF OF A THIRD-PARTY, YOU WARRANT THAT YOU HAVE OBTAINED THE NECESSARY RIGHTS TO ACCEPT THESE TERMS AND ENTER INTO THIS LEGALLY BINDING AGREEMENT WITH DAFLOW ON THEIR BEHALF.

PARTIES

1. Daflow Pte. Ltd., company number 202348751Z, of 112 ROBINSON ROAD #03-01 ROBINSON 112 SINGAPORE (068902) trading as Daflow (hereinafter referred to as the "**Daflow**")
2. Any individual or entity using the services provided by Daflow (hereinafter referred to as the "**Client**")

Both shall hereinafter be severally referred to as "**Party**" and, collectively, as "**Parties**".

WHEREAS

- A. Client within the Territory holds or controls exclusive rights of use, including, without limitation, publishing rights, with respect to certain content such as compositions, lyrics, music sheets, etc. and is entitled to sub-license such rights to third parties.
- B. Daflow, by itself or through its affiliates, is in the business of representing rightsholders' catalogs of entertainment content for the purpose of administration and licensing of publishing rights. Daflow also is in the business of providing comprehensive management service for rightsholders' entire digital content portfolio, including catalog encoding and metadata management, data processing and legal protection against third-party infringements.
- C. Client desires to grant to Daflow, and Daflow desires to obtain from Client, certain exclusive rights set forth hereunder.

AGREED PROVISIONS

In consideration of the mutual agreements set out in this agreement, the Parties agree as follows:

1. This Agreement is made with respect to all musical compositions, heretofore or during the term hereof, written or composed, in whole or in part, or owned or controlled, directly or indirectly, by Client or any firm or corporation affiliated with or related to it or which it shall form, a complete schedule of which, as further updated by Client and provided to Daflow from time to time (such musical compositions being hereinafter referred to as the **"Compositions"**).
 - 1.1. Immediately following the execution of this Agreement, Client shall provide to Daflow a catalog list consisting of all Compositions that it owns or controls within thirty (30) days from the date of execution hereof. Unless Client provides prior written notice to Daflow to the contrary, all Compositions shall be deemed to be owned and controlled at all times during the Term and throughout the Territory by Client. For avoidance of doubt, the rights granted by Client hereunder in and to the Compositions shall extend only to the extent of any limitation of Client's rights therein; provided that Client has provided prior written notice to Daflow of any such limitations of its rights in and to any such Compositions. Client shall provide Daflow with all Compositions that are available for licensing.
 - 1.2. Client shall provide Daflow with the materials and information as further described in Appendix A attached hereto (the **"Deliverables"**) with respect to each title in the Compositions via Client's own Daflow account, FTP or any other methods agreed upon by both Parties in writing for the purposes of publishing administration of the Compositions. In the event that Client provides to Daflow the Deliverables via two or more different methods, Client hereby acknowledges and agrees that the information provided via Daflow and visible on the Daflow dashboard shall be the de facto Compositions for the purposes of this Agreement and with regards to Daflow's obligations under this Agreement. Client shall also provide other materials and information as Daflow shall reasonably request from time to time in connection with this Agreement.
2. During the term hereof, Daflow shall have
 - 2.1. the exclusive right to administer and exploit the Compositions throughout means the territories as selected by Client during their registration (hereinafter referred to as **"Territory"**), however, that Daflow Websites shall be deemed to be part of the Territory, in the absence of any selection, the Territory shall default to Worldwide; to print, publish, sell, use and license the performance and use of the Compositions throughout the Territory; and to execute in Client's name any licenses and agreements affecting the Compositions, including, but not limited to, licenses for mechanical reproduction, public performance and synchronization uses, and to assign in the normal course of business or license all such rights to third parties.
 - 2.2. the right to make adaptations and arrangements of and alterations and additions to the Compositions at the discretion of the cover artist, including the right to add lyrics or new lyrics thereto, to provide translations of the Compositions or new lyrics in other languages or to add music and to authorize others so to do, provided that we notify Client and disclose all details regarding such adaptations and modifications in advance of exploiting the right under this clause 2.2 and Client shall have the right to

veto the right on each particular case by notifying Daflow in writing no later than five (5) business days from receiving notification from Daflow.

- 2.3. the non-exclusive right to supervise the management of metadata and employ the Catalog, or any part thereof, for the purposes of digital data refinement, including but not limited to machine intelligence augmentation, fingerprint generation and identification, tag enhancement, among others.

2.3.1 For the avoidance of doubt, and subject to the retention of Clause 2.3, client hereby grant Daflow the right to engage in negotiations and to authorize activities related to AI-related usages, including AI training, generative AI, and non-generative AI and etc.

- 2.4. Client and Daflow acknowledge that this Agreement grants the right, but not the obligation, to use the Compositions. For the avoidance of doubt, Daflow shall have the right to sublicense the right and license granted to Daflow under this Clause 2. to third-parties within Territory.

3. Daflow shall collect all Gross Receipts (as defined below) which are earned by and derived from the Compositions:

- 3.1. prior to the term hereof ("**Pre-Term Receipts**"), or
- 3.2. during the term hereof, regardless of when such Pre-Term Receipts or other Gross Receipts are paid. Pre-Term Receipts shall only be collectible by Daflow to the extent that they have not been collected prior to the term hereof and are not subject to any collection rights of a third party. If the collection right of a third party (for example a third party publishing company) with respect to Pre-Term Receipts expires during the term hereof, Client shall notify Daflow thereof in writing promptly following such expiration so that Daflow may collect any Pre-Term Receipts remaining to be collected. "**Gross Receipts**" is defined as any revenue derived from the Compositions less amounts paid to or deducted by foreign sub-publishers, sublicensees, synchronisation agents, collection agencies and local performing and mechanical rights societies.
- 3.3. Gross Receipts shall include, without limitation, mechanical royalties, synchronization fees, print income and the "writer's" and "publisher's share" of public performance income, provided, however, that the composers of any Compositions hereunder shall have the right to collect the "writer's share" of any such income directly from the applicable performing rights society, which shall not conflict with any license and/or sub-license and/or authorization made by Daflow under clause 2 of this Agreement.
- 3.4. The "Applicable Revenue" shall mean the Gross Receipt less the agreed Permitted Deductions and less the Withholding Taxes:

3.4.1 The "Permitted Deduction" shall mean the administrative and exploitation expenses with respect to the License in accordance with clause 2 consisting of a maximum of twenty percent (20%) of the Gross Receipt. For the avoidance of doubt, the Permitted Deduction refers to the average deduction value based on fluctuating administrative and exploitation expenses incurred when Daflow provides publishing administration services in different regions, which include but not limited to, transmission costs, operation costs, bank charges, and other related expenses.

3.4.2 The "Withholding Taxes" shall mean the tax payable on the amounts due to Licensor, in accordance with the tax regulation of Singapore and in accordance with the trade treaty between Singapore and Licensor's country of tax residence in accordance with the tax residence certificate provided by Licensor on the Commencement Date and at the beginning of each subsequent calendar year.

3.4.3 For the avoidance of doubt, Withholding Taxes are not included in the Permitted Deduction and should be calculated separately.

4. For its services hereunder, Daflow Music shall pay to Client the royalty fee, this being: seventy percent (70%) of the Applicable Revenue (the "**Royalties**").
 - 4.1. Within 14 days of receipt of the Royalties statement referred to in clause 8, Client shall raise an invoice for the due amount, and Daflow shall pay such amount to Client no later than 30 business days after the invoice is delivered to Daflow through the Daflow system (the website located at daflow.ai, or such other URL as provided by Daflow to Client from time to time), and any related inquiries may be directed to faservices@daflow.ai.
 - 4.2. If the amount of the Royalties due and payable with respect to any Billing Period is less than one hundred (100) US dollars (the "**Threshold**"), then the payment of such monies shall be deferred to the next Billing Period until the aggregate amount of the Royalties due and payable for all related prior Billing Periods exceeds the Threshold, provided, however, all amount of the Royalties due and payable (regardless whether it exceeds the Threshold) shall be paid to Client.
 - 4.3. All payments shall be paid in USD. For the purpose of the calculation and payments of the Royalties, the Parties agree to use the spot foreign exchange selling rate between USD and RMB published by the Bank of China on the date of payment of the Royalties.
 - 4.4. Client's bank account information for all purposes under this Agreement shall be based on the registration submitted by the Client through the Daflow system.
5. Each party hereto gives the other the equal benefits of any warranties which it has obtained or shall obtain under any agreement affecting the Compositions, including songwriters' contracts. Client further represents and warrants that
 - 5.1. the exercise by Daflow of any of the rights granted hereunder will not violate or infringe upon any common law or statutory rights of any third party, including, without limitation, contractual rights, copyrights and rights of privacy;
 - 5.2. it presently does, and during the term hereof shall, maintain exclusive, valid songwriters' contracts with any composers who may write or co-write any Compositions hereunder which are published by Client and that it shall not breach said contracts or permit any breach thereof; and
 - 5.3. it has not heretofore accepted nor will it during the term hereof accept an advance of publishing royalties from its record company or from any other party without Daflow's consent. With respect to any composer who may write or co-write any Composition hereunder, Daflow shall have the right to use the name and likeness of any such composer for advertising and purposes of trade in connection with the exploitation of

the applicable Composition(s).

6. Client indemnifies and holds Daflow, its assigns, licensees and its and their directors, officers, shareholders, agents and employees harmless from any liability, including, without limitation, reasonable counsel fees and court costs, arising out of or connected with or resulting from any claim inconsistent with any of the warranties, representations or agreements, express or implied, and made by Client in this Agreement. Daflow shall give Client prompt written notice of any claim or action covered by said indemnity, and Daflow shall have the right to withhold payment of any and all monies hereunder in reasonable amounts related to such claim or action pending the disposition thereof.
7. Daflow shall have the right but not the obligation to prosecute, defend and settle all claims and actions with respect to the Compositions and the copyrights or other rights with respect to the Compositions. In the event of a recovery by Daflow or Client of any monies as a result of a judgment or settlement, such monies shall be divided between Daflow and Client in the same shares as provided in paragraph 4 above, after first deducting the expenses of obtaining said monies, including reasonable counsel fees. Client shall have the right to provide counsel for itself, to assist in or assume the prosecution or defense of any such matter, but at its own expense. Any judgments against Daflow and any settlements by Daflow of claims against it respecting any of the Compositions, together with costs and expenses, including counsel fees, shall be subject to the indemnity provisions of paragraph 6 hereof, and Client's indemnity payments thereunder shall be paid to Daflow from any and all sums that may become due to Client hereunder, or promptly upon demand by Daflow.
8. Statements as to all monies payable hereunder shall be sent by Daflow to Client within ninety (90) days after the end of each calendar quarter for each such preceding quarterly period. Client shall be deemed to have consented to all royalty statements and other accounts rendered by Daflow to it, and said statements and other accounts shall be conclusively binding upon Client and not subject to any objection for any reason, unless specific objection in writing, setting forth the basis thereof, is given by Client to Daflow within two (2) years after the date that such statement is rendered. Client may, at Client's own expense, audit Daflow's books and records directly relating to the Compositions that report the royalties or other monies payable hereunder. Client may perform such audit for the purpose of verifying the accuracy of any statement rendered to Client hereunder. Client may audit a particular statement only once and only within two (2) years after the date such statement is rendered. Any such audit by Client shall be conducted by a reputable independent certified public accountant experienced in music publishing industry audits ("**Auditor**"), who is not engaged at that time in any other audit of Daflow, its controlling entities or any of its or their subsidiaries or affiliates. It shall be conducted at the place where Daflow keeps the books and records to be examined during Daflow's usual business hours and with reasonable prior written notice to Daflow. Any such audit shall be conducted in such a manner so as not to disrupt Daflow's other functions and will be completed promptly. The fee to be paid to Auditor shall not be contingent upon the results of Auditor's inspection. Client acknowledges that: Daflow's books and records are strictly confidential; neither Client nor Client's representatives shall reveal any of the contents of such books and records to any third parties; and Client's review of such books and records may be subject to certain restrictions imposed upon Daflow by third parties. Auditor shall review his/her tentative written findings with a member of Daflow's finance staff designated by Daflow before rendering a report to Client so as to remedy any factual errors and clarify any issues that may have resulted from any misunderstanding(s). Any legal action against Daflow by Client with respect to a specific accounting statement or the accounting period to which the same relates shall be forever barred if not commenced in a court of competent jurisdiction within six (6) months after Client's receipt of written notice from Daflow rejecting Client's written claim in connection

therewith.

9. The initial term of this Agreement shall be three (3) years from the date of the execution hereof by both parties as set forth below, and unless written notice of the termination of this Agreement shall have been sent by either party hereto to the other at least sixty (60) days prior to the expiration of the initial term, then this Agreement shall be renewed upon a year to year basis, and Client, or Daflow, shall be required to give notice as aforesaid for any termination of any such renewal period. If any such notice shall be so given, then any such termination shall be effective on the first day of the calendar quarter next following the expiration of the initial term or renewal period, as applicable. Notwithstanding the foregoing, no such notice of termination shall be deemed effective unless, prior to the date upon which this Agreement is to terminate, Daflow shall have recouped or been paid by Client its Reasonable Expenses (as said term is defined herein) theretofore incurred:
 - 9.1. When Daflow shall license any right or assume the collection obligations of an existing license to one (1) or more of the Compositions, the term of this Agreement in respect to that license shall extend until
 - 9.1.1. three (3) years after the issuance of said license, or
 - 9.1.2. the termination of the overall agreement, whichever is later.
 - 9.2. When Daflow shall secure a recording of a so called "unfaithful cover" of any Composition hereunder (the "**New Composition**"), the term of this Agreement with respect to any such New Composition shall thereafter extend in perpetuity and the territory with respect to any such New Composition shall thereafter be the World..
10. All notices shall be in writing and shall either be delivered by registered or certified mail, postage prepaid or by facsimile, all charges prepaid. Neither party shall be deemed to be in breach of any of its obligations hereunder unless and until the party claiming a breach shall have given the other written notice by certified or registered mail, return receipt requested, specifying the nature of such breach and such other party shall have failed to cure such breach within thirty (30) days after receipt of such written notice; provided that if the alleged breach is of such a nature that it cannot be completely cured within thirty (30) days, the notified party shall not be deemed to be in breach if such party commences the curing of the alleged breach within such thirty (30) day period and proceeds to complete the curing thereof with due diligence within a reasonable time thereafter.
11. Daflow may enter into sub-publishing or collection agreements with, and license or assign this Agreement and any of its rights hereunder and delegate any of its obligations hereunder to third parties throughout the Territory.
12. Client shall at all times, both during the term and thereafter, keep all of Daflow's confidential information in confidence and trust. Client shall not use such confidential information other than as expressly permitted herein or with the prior written approval of Daflow. Client shall not directly or indirectly disclose to the public or to any non-essential person and/or entity any of the terms of this Agreement without the prior written approval of Daflow, unless otherwise required to do so by any law established by any government with applicable jurisdiction.
13. Each party acknowledges and represents that, in executing this Agreement, it has received advice as to its legal rights from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of this Agreement. Further, each party and their counsel have cooperated in the drafting and preparation of this Agreement. It shall

be deemed their joint work product and may not be construed against any party by reason of its preparation or word processing.

14. This Agreement sets forth the entire understanding between the parties, and cannot be modified, terminated or rescinded except by mutual written agreement of both parties hereto. This Agreement shall be governed by Singapore without reference to conflicts of law principles and the parties hereby grant to the competent People's Courts of Shanghai exclusive jurisdiction to hear any disputes arising out of or relating to this agreement; no action may be instituted in any other venue.

DELIVERABLES (Appendix A)

Client will provide Daflow with the information necessary for the integration of each Compositions into the Services, in accordance with Article 1 of this agreement, i.e. an XML file specifying for each Compositions:

- the title of the Composition and of the album
- the name of the lyric writer and the rights ratio
- the name of the composer and the rights ratio
- the delivery date (optional)
- the ISRC code of recording (optional)
- the rights pertaining to each Compositions (territories, commercial mode)