

01st Sep 2022

To : Jean Ho

From : Yin Tak Lee

Re : "Kairos"

Dear Jean,

The following will set forth the basic terms of an agreement by and between Jean Ho and Yin Tak Lee (Kelvin Lee) to compose and license the musical score ("Score") for the motion picture currently known as "Kairos" ("Picture"):

1. **Services:** To compose, orchestrate, write, conduct, arrange, record, produce and deliver the Score for the picture; if songwriting is requested, fee to be negotiated in good faith.
2. **Compensation:** Producer shall pay Composer the sum of TOTAL \$ **1200** as the fee for all licensing, composing, producing, and packaging of the Score. Producer also agrees to grant Composer one "point" of the Film's profit (see attached for details) The fee payment schedule is agreed to be as follows:

\$ 500 upon spotting of the picture which shall begin on or about 05th Sep 2022

\$ 500 upon commencement of recording and producing score

\$ 200 upon completion and delivery of Score.

3. **Ownership and License:** Per the terms of this Agreement, Composer shall be considered the sole owner of the Score, defined as all of its recording, and all of its underlying compositions, and retain all rights to the Score, including but not limited to all audiovisual, soundtrack, recording, and performance rights, in perpetuity.

Furthermore, Composer agrees to grant a non-exclusive license to Producer for Producer's use of the Score solely in connection with the Picture (including synchronization, recording, copying, sale, distribution and performance of the Score, in- and out-of-context trailer, promotional and advertising rights) in all media now known or hereafter devised including on the internet throughout the world in perpetuity, provided however that Composer agrees that commencing on the date hereof and continuing for a period of **3** years after delivery of new music composed for score to the Producer, the rights granted herein shall be exclusive to Producer and Composer shall not license the Score to any other person nor entity to use

such Score in connection with any other motion picture, television, or any other audiovisual work or media now known or hereafter devised.

4. **Expenses:** Only upon Producer's prior written consent, Producer shall be responsible for, and Composer shall not be responsible for the following music production costs:
  - i. Tape stock, mag stock and all transfers, including film transfer of any kind.
  - ii. Music transfers.
  - iii. Recording of songs.
  - iv. Licensing of songs.
  - v. Licensing of music not composed by Composer.
  - vi. Music editing/music editor costs
  - vii. Cost of live musicians beyond those deemed necessary by the Composer and approved by Producer.
  - viii. Vocalist/Lyricist and or song expenses of any kind.
  - ix. Pre-scoring, re-scoring, re-recording required for creative reasons outside the control of the Composer.
  - x. Any and all re-use or new-use fees.
  
5. **Screen Credit:** Composer shall receive the following credit, in the main titles on a separate card same size as writer, director and producer to read: "Music by Kelvin Lee"
  
6. **Paid Advertising:** Credit to read: "Music by Kelvin Lee" to appear in all paid advertisements including one-sheets and billboards where Writer, Producer and Director are accorded credit, subject to customary exclusions except that if Writer, Producer and Director are accorded credit, Composer shall also be credited in such excluded ads; size and stature of type equal to that of Writer, Producer and Director. Composer hereby grants to Producer the non-exclusive right in perpetuity to use and grant to others the right to use Composer's name and likeness in any and all media in connection with the Picture or the services performed under this Agreement.
  
7. **Travel and Per Diem:** If travel outside of Los Angeles is required, one (1) coach class roundtrip airfares and one (1) hotel accommodation, plus per diem of \$40 per day each.
  
8. **Delivery:** Composer will deliver final music mix recordings as follows:
  - i. Producer will provide Composer with video containing the final edit ("locked" picture) no later than **2nd Sep 2022.**

ii. Composer will prepare synthesizer demos of principal cues and themes for review by Producer no later than 2nd Dec 2022.

Producer agrees to provide any notes or corrections based on these demos to Composer no later than 5th Dec 2022.

iii. Composer agrees to deliver final music mix recordings no later than 6th Jan 2023.

iv. Producer to specify digital audio file format and any other technical details for final music mix delivery.

9. **Originality and Copyright Considerations:** Composer certifies that Composer wrote, composed, arranged, adapted, scored, orchestrated, produced, recorded, completed and delivered the Score as an independent contractor engaged by Producer. Composer certifies that the Score is wholly original with Composer, except to the extent that it is based on or uses material in the public domain or material furnished to Composer by Producer, and that Composer is the author at law thereof and owns all right, title, and interest in and to the Score and the results of Composer's services rendered in connection therewith, including without limitation all copyrights and renewals and extensions of copyrights therein.

10. **Soundtrack Album:** In the event that any of the Artist's Score is included on a Soundtrack Album from the Film, or is otherwise released as 'music only' for sale or distribution in any format, Artist and Producer shall negotiate in good faith for any artist and/or producer royalties to be paid to Artist from said Soundtrack Album and/or similar music releases. If fifty percent (50%) or more of the Score is on a Soundtrack Album from the Film, Composer shall receive credit on the front" cover,  
to read:

Music by **Kelvin Lee**,

Produced by **Kelvin Lee**.

11. **Publicity:** Composer may not originate any publicity, news release, or other public announcement, written or oral, relating to this Agreement, or to performance of the Services, without the prior written approval of Producer.

12. **Assignment and Delegation:** The Composer may not assign its rights or delegate its duties in this agreement without the prior written consent of Producer.

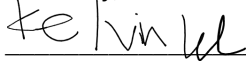
13. **Severability:** In the event any term of this Agreement is found by any court to be void or otherwise unenforceable, the remainder of this Agreement shall remain valid and enforceable, and, to the fullest extent permitted by law, such offending term or terms shall be

replaced with an enforceable term or enforceable terms that as nearly as possible effect the parties' intent.

14. **Entire Agreement:** This Agreement represents the entire agreement for Services to be provided by the Composer, and supersedes all prior negotiations, representations, agreements and proposals whether written or oral. This Agreement may be amended only by written instrument signed by the Composer and Producer.
15. **Headings:** The use of headings, captions and numbers in this Agreement are solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in each Contract.
16. **Non-Waiver:** Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder; and waiver by either party of any right arising from any default of the other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.
17. **Governing Law:** This agreement shall be governed by laws of the State of California and shall not become effective until signed by an authorized representative of Producer.
18. All monies and correspondence to be directed to:  
Yin Tak Lee,  
1251 W 31 Street, Chicago IL, 60608

If you are in agreement with the terms and conditions set forth herein, please so indicate below.

Sincerely,



Yin Tak Lee (Kelvin Lee)

APPROVED AND AGREED:



Producer: Jean Ho

By: Jean Ho

ADDRESS : 4516 N Wolcott Ave, Apt 1B, Chicago, IL 60640

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標題	Kairos Contract_Signed
檔案名稱	Kairos_Contract.pdf
文件 ID	a62704f8051ea216902c56c4852c4d099a37cf8a
稽核紀錄日期格式	YYYY / MM / DD
狀態	● 已簽署

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## 文件歷程紀錄



已傳送

**2022 / 12 / 03**

04:08:34 UTC

kelvin@kelvinleemusic.com 已傳送給 Jean Ho (jeanho158@gmail.com) 簽名  
IP: 73.45.218.194



已瀏覽

**2022 / 12 / 13**

02:04:24 UTC

Jean Ho (jeanho158@gmail.com) 已查看  
IP: 98.226.68.173



已簽署

**2022 / 12 / 13**

02:57:16 UTC

Jean Ho (jeanho158@gmail.com) 已簽署完畢  
IP: 98.226.68.173



已完成

**2022 / 12 / 13**

02:57:16 UTC

文件已完成。