

## Exclusive License Agreement

This Exclusive License Agreement (the "**Agreement**"), dated as of \_\_\_\_\_, 2023 (the "**Effective Date**"), is made by and between \_\_\_\_\_ p/k/a "\_\_\_\_\_" ("**Artist**"), an individual recording artist and performer, residing in the state of \_\_\_\_\_, and his licensees, successors and assigns and Charles Moultrie, professionally known as "Moultrie" ("**Producer**"), an individual composer and producer, residing in the state of Georgia. The Producer and the Artist are collectively referred to herein as the "Parties" and each individually as the "Party".

**WHEREAS**, Producer solely and exclusively owns or controls the musical instrumental Work (as defined below), including without limitation master sound recording and the underlying musical composition (titles, notes, melodies, and music thereof) and all universe-wide copyrights and renewals and extensions thereof under any present or future laws throughout the universe; and

**WHEREAS**, Producer wishes to grant to Artist an exclusive license to the Work, and Artist wishes to obtain such an exclusive license to the Work for the uses and purposes described herein, each subject to the terms and conditions set forth herein,

**WHEREAS**, the Parties have agreed that Producer shall deliver the Work in MP3 and WAV format.

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. License.

1.1 Grant of Rights. Subject to the terms and conditions of this Agreement, Producer hereby grants to Artist and its affiliates an exclusive right and license in the territory of the Universe (the "**Territory**") for the term of (10) years ("**Term**"), to:

- reproduce, display, perform and otherwise exploit the Work via digital and wired radio, streaming, phonograph records and any and all other means and media whether now or hereafter known or devised and by any and all technologies and means of delivery, excluding the right to synchronize the Works with television or sound motion pictures;
- distribute the Work, including translate, edit, alter, modify, include in the collective works and create derivative works of the Work, provided that any derivative works, modifications, or improvements made thereto by Artist will be owned and controlled by Artist and Producer in accordance with the provisions of Section 2 of this Agreement, and
- make any arrangements, adaptations, translations, dramatizations or transpositions of the Work or of the titles, notes, melodies or music thereof, in whole or in part, and in connection with any other musical, literary or dramatic material, and to add new lyrics to the music of the Work, all as Artist may deem necessary or desirable in its best business judgment.
- make or cause to be made, and to license others to make, master records, transcriptions, soundtracks, pressings and any other mechanical, digital, electrical or other reproductions of the Work, in whole or in part, in such form or manner and as frequently as Artist shall determine, including the right to use, manufacture, advertise, license or sell such reproductions for any and all purposes, including, without limitation for profit or otherwise, by means of

private and public performances, radio broadcast, digital and wired radio, phonograph records, streaming, including in connection with the use of Work in the music video, excluding, however, the right to use such reproductions in connection with sound motion pictures and television, absent a written consent from Producer to such synchronization use,

- secure copyright registration and protection of the derivative works created on the basis of the Work in Artist's name or otherwise, as Artist may desire, at Artist's own cost and expense, and at Artist's election, including any and all renewals and extensions of copyright under any present or future laws throughout the universe, provided that Artist properly reflects the ownership composition elaborated on in Section 2 of this Agreement, and to have and to hold said copyrights, renewals, and extensions and all rights existing there under, for and during the full term of all said copyrights and all renewals and extensions thereof throughout the universe.

(collectively referred to herein as “**Licensed Rights**”)

1.2 The "Work" shall be defined as follows:

Title of Work	Date of Publication	Link	Description of Work
_____	_____, 2023	_____	The underlying musical composition
_____	_____, 2023	_____	The master sound recording

1.3 Sublicensing. Artist does not have the right to grant sublicenses to the Works individually, however, shall have the right to grant sublicenses to the works (including both musical compositions and sound recordings) created as a result of Artist’s exploitation of its right to create derivative works granted under 1.1 (“**Derivative Works**”), including with respect to: (a) the identity of any sublicensee; (b) the applicable licensee fees or royalty rates, if any; and (c) other terms and conditions of the sublicense.

1.4 Permissions. Producer has obtained from all persons and entities who are, or whose trademark or other property is, identified, depicted, or otherwise referred to in the Work, such written and signed licenses, permissions, waivers, and consents (collectively, "**Permissions,**" and each, individually, a "**Permission**"), including those relating to publicity, privacy, and any intellectual property rights, as are or reasonably may be expected to be necessary for Artist to exercise its rights in the Work as permitted under this Agreement, without incurring any payment or other obligation to, or otherwise violating any right of, any such person or entity.

2. Derivative Works Ownership.

2.1 Composition Ownership. The Parties acknowledge and agree (on behalf of themselves individually, and each of their current and future designees) that the entire worldwide right, title and interest in the musical compositions

(including but not limited to the copyrights therein and all renewals and extensions thereof) (“**Compositions**”) underlying Derivative Works is to be owned and controlled by the Parties in the following percentages:

<b>Party</b>	<b>Percentage Interest (%)</b>
Artist	50%
Producer	50%

2.2 **Master Ownership.** The Parties acknowledge and agree (on behalf of themselves individually, and each of their current and future designees) that the entire worldwide right, title and interest in the Masters (including but not limited to the copyrights therein and all renewals and extensions thereof) (“**Masters**”) underlying Derivative Works is to be owned and controlled by the Parties in the following percentages:

<b>Party</b>	<b>Percentage Interest (%)</b>
Artist	90%
Producer	10%

2.3 **Administration.** The Parties jointly and severally hereby irrevocably assign to Artist, its licensees, successors and assigns the sole exclusive and perpetual rights of administration, exploitation, promotion, and collection throughout the Territory during the Term with respect to one hundred percent (100%) of each Party’s respective interest in and to the Derivative Works (both the Compositions and Masters) hereunder.

2.4 **YouTube Exploitation.** Artist has full, exclusive, royalty-free right to exploit the Master on Artist’s YouTube channel, throughout the universe, in perpetuity and shall be entitled to retain ninety percent (90%) of the income collected from YouTube from the exploitation of the Master on Artist’s YouTube channel (excluding income derived from the exploitations of the musical compositions embodied thereon). For the avoidance of doubt, the Artist shall have the sole and exclusive right to make or authorize third parties to make claims for unauthorized uses of the Master on third-party platforms, including, without limitation, YouTube.

3. **Consideration.** As consideration in full for the rights granted herein, Artist shall pay the Producer a fee in the amount of \$ 200.00 (Two Hundred United States Dollars) to be paid via credit card, PayPal, and/or cash app.

4. **Credit.** Producer hereby grants the Artist and its affiliates, successors, and assigns, and their respective licensees, advertising agencies, promotion agencies, and fulfillment agencies, and the employees, officers, directors, and agents of each and all of them, a non-exclusive license in the Territory during the Term to use Producer’s name, pseudonym, image, likeness, and appearance, voice, as well as professional biographical information, in association with the Work or Derivative Works, without further consent from, or royalty, payment, or other compensation to Producer except as otherwise expressly provided herein. Artist shall give to Producer production credit on record and cassette labels, metadata and album cover liner notes, and in such advertisements (if any) as are placed by Artist solely in respect of the Work (or Derivative Works) hereunder, substantially in the following form:

“Beat by \_\_\_\_\_” or “Prod. by Moultrie”

5. Further Assurances; Recordation. From and after the date hereof, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances, and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement and the documents to be delivered hereunder.

6. Representations and Warranties of Producer. Producer represents and warrants to Artist that the statements contained in this Section 6 are true and correct as of the date hereof. For purposes of this Section 6, "Producer's knowledge," "knowledge of Producer," and similar phrases shall mean the actual or constructive knowledge of the Producer.

6.1 Authority of Producer; Enforceability. Producer has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Producer have been duly authorized by all necessary organizational action of Producer and, when executed and delivered by both Parties, this Agreement will constitute a legal, valid, and binding obligation of Producer, enforceable against Producer in accordance with its terms and conditions.

6.2 No Conflicts; Consents. The execution, delivery, and performance by Producer of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, (ii) conflict with, or result in (with or without notice or lapse of time or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement or any of the Licensed Rights are subject, or (iii) result in the creation or imposition of any encumbrances on the Licensed Rights. No consent, approval, waiver, or authorization required to be obtained by Producer from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Producer of this Agreement, or to enable Artist to register, own, and use the Licensed Rights.

6.3 Ownership. Producer owns all right, title, and interest in and to the Licensed Rights, free and clear of liens, security interests, and other encumbrances and Producer is in full compliance with all legal requirements applicable to the Licensed Rights and Producer's ownership and use thereof.

7. Representations and Warranties of Artist. Artist represents and warrants to Producer that the statements contained in this Section 7 are true and correct as of the date hereof.

7.1 Authority of Artist; Enforceability. Artist has the full right, power, and authority to enter into this Agreement and perform its obligations hereunder. The execution, delivery, and performance of this Agreement by Artist have been duly authorized by all necessary organizational action of Artist and, when executed and delivered by both parties, this Agreement will constitute a legal, valid, and binding obligation of Artist enforceable against Artist in accordance with its terms and conditions.

7.2 No Conflicts; Consents. The execution, delivery, and performance by Artist of this Agreement, and the consummation of the transactions contemplated hereby, do not and will not: (i) violate or conflict with the certificate of incorporation, by-laws, or other organizational documents of Artist, (ii) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule, or regulation, or (iii) conflict with, or result in (with or without notice or lapse of time

or both), any violation of or default under, or give rise to a right of termination, acceleration, or modification of any obligation or loss of any benefit under, any contract or other instrument to which this Agreement is subject. No consent, approval, waiver, or authorization is required to be obtained by Artist from any person or entity (including any governmental authority) in connection with the execution, delivery, and performance by Artist of this Agreement.

8. Indemnification.

8.1 Survival. All representations, warranties, covenants, and agreements contained herein and all related rights to indemnification shall continue in full force and effect following the date hereof.

8.2 Producer shall defend, indemnify, and hold harmless Artist, Artist's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Artist Indemnified Party**") from and against all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, fees, costs, or expenses of whatever kind, including attorneys' fees, (collectively, "**Losses**") arising out of or in connection with any third-party claim, suit, action, or proceeding (each, a "**Third-Party Claim**") related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Producer contained in this Agreement or any document to be delivered hereunder; or (ii) any Excluded Liabilities.

8.3 Artist shall defend, indemnify, and hold harmless Producer, Producer's affiliates, and their respective shareholders, directors, officers, and employees (each, a "**Producer Indemnified Party**") from and against all Losses arising out of or in connection with any Third-Party Claim related to (i) any actual or alleged inaccuracy in or breach or non-fulfillment of any representation, warranty, covenant, agreement, or obligation of Artist contained in this Agreement or any document to be delivered hereunder.

8.4 An Artist Indemnified Party or Producer Indemnified Party ("**Indemnified Party**") shall promptly notify the party from whom it is seeking indemnification ("**Indemnifying Party**") upon becoming aware of a Third-Party Claim with respect to which the Indemnifying Party is obligated to provide indemnification under this Section 8 ("**Indemnified Claim**"). The Indemnifying Party shall promptly assume control of the defense and investigation of the Indemnified Claim, with counsel of its own choosing, and the Indemnified Party shall fully cooperate with the Indemnifying Party in connection therewith, in each case at the Indemnifying Party's sole cost and expense. The Indemnified Party may participate in the defense of such Indemnified Claim, with counsel of its own choosing and at its own cost and expense. The Indemnifying Party shall not settle any Indemnified Claim on any terms or in any manner that adversely affects the rights of any Indemnified Party without such Indemnified Party's prior written consent (which consent shall not be unreasonably withheld, conditioned, or delayed). If the Indemnifying Party fails or refuses to assume control of the defense of such Indemnified Claim, the Indemnified Party shall have the right, but no obligation, to defend against such Indemnified Claim, including settling such Indemnified Claim after giving notice to the Indemnifying Party, in each case in such manner and on such terms as the Indemnified Party may deem appropriate. Neither the Indemnified Party's failure to perform any obligation under this Section 8.4 nor any act or omission of the Indemnified Party in the defense or settlement of any Indemnified Claim shall relieve The Indemnifying Party of its obligations under this Section 8, including with respect to any Losses, except to the extent that the Indemnifying Party can demonstrate that it has been materially prejudiced as a result thereof.

9. Equitable Remedies. Artist acknowledges that (a) a breach or threatened breach by Artist of any of its obligations under this Agreement would give rise to irreparable harm to Producer for which monetary damages would not be an adequate remedy and (b) if a breach or a threatened breach by Artist of any such obligations occurs, Producer will, in addition to any and all other rights and remedies that may be available to such party at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from a court of competent jurisdiction, without any requirement to (i) post a bond or other security, or (ii) prove actual damages or that monetary damages will not afford an adequate remedy.

10. Confidentiality and Non-Disparagement.

10.1 Confidentiality and Use. Neither party shall disclose to any third party (other than their respective employees in their capacity as such) any information with respect to the financial terms of this Agreement. Artist agrees: (i) not to use any information that is of a sensitive, proprietary, or confidential nature, whether written or oral, concerning the Licensed Rights, other than as strictly necessary to exercise its rights or perform its obligations under this Agreement; (ii) not to use any such information, directly or indirectly, in any manner to the detriment of Producer or to obtain any competitive advantage relative to Producer; and (iii) to maintain such information in strict confidence, and not to disclose such information without Artist's prior written consent.

10.2 Compelled Disclosures. It is further understood and agreed by the Parties that any and all any aspects of the professional relationship between the Parties, their agents and representatives, as well as all negotiations and communications leading up to this Agreement and the terms herein shall not be disclosed to any third party except: (a) by compulsion of a valid and enforceable subpoena; (b) by compulsion of a valid order of a court of competent jurisdiction; (c) to the extent necessary for a parties' attorneys or tax advisors to assist in the conduct of their business affairs, provided however, that prior to disclosure under subparagraphs (a) and (b) above, the parties will make diligent efforts to give the other party sufficient and reasonable notice of such subpoena or order of the court to enable such other party to object to the same and to move to quash or to take such other action as is allowed by law to prevent disclosure pursuant thereto.

10.3 Non-Disparagement. From and after the date of the Agreement, Artist agrees not to, in any way, directly or indirectly, in any capacity or manner, whether in writing or orally, electronically or otherwise (including, without limitation, in a television, radio, internet, newspaper, magazine interview, or otherwise through the press, including, without limitation, any communications on any social media platform, website, blog or chat room), publicly disparage, impugn, make ad hominem attacks on or otherwise defame or slander or make, express, transmit, speak, write, verbalize or otherwise publicly communicate in any way (or cause, further, assist, solicit, encourage, support or participate in any of the foregoing), any public communication or statement of any kind, whether verbal, in writing, electronically transferred or otherwise, whether true or false, that might reasonably be construed to be disparage, derogate or impugn, Producer or its representatives, employees, members, or any of their businesses, products or services, in any manner that would reasonably be expected to damage the business, or reputation of Producer or its representatives (including former officers and directors), directors (or former directors), employees, or members.

11. Miscellaneous.

11.1 Interpretation. For purposes of this Agreement, (i) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein,"

"hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, and Exhibits refer to the Sections of, and Schedules and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement is intended to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules and Exhibits referred to herein are intended to be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

11.2 Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient; and (iv) on the fifth (5<sup>th</sup>) day after the date mailed, by certified or registered mail (in each case, return receipt requested, postage prepaid). Such communications must be sent to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 11.2:

If to Producer:

Address: \_\_\_\_\_

Email: krazymusikent@gmail.com

Attention: Charles Moultrie professionally known as  
"Moultrie", Producer

If to Artist:

Address: \_\_\_\_\_

Email: \_\_\_\_\_

Attention: \_\_\_\_\_, p/k/a "\_\_\_\_\_" Artist

A copy of each notice to Artist shall be sent to Alex Loveyko, Esq., ChaseLawyers, 21 S.E. 1st Ave., Suite 700, Miami, FL 33131.

11.3 Entire Agreement. This Agreement, together with the documents to be delivered hereunder, and all related exhibits and schedules constitute the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements in the body of this Agreement, the documents to be delivered hereunder, and the related exhibits and schedules (other than an exception expressly set forth as such in the related exhibits or schedules), the statements in the body of this Agreement shall control.

11.4 Assignment. Artist may not assign or otherwise transfer any of its rights or delegate any of its obligations under this Agreement without Producer's consent. Producer may not assign or otherwise transfer any of its rights or

delegate any of its obligations under this Agreement without Artist's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

11.5 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect the enforceability of any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

11.6 Attorneys' Fees. In the event that any claim, suit, action, or proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party will be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

11.7 Governing Law; Venue. This Agreement shall be construed, interpreted and enforced in accordance with, and shall be governed by, the laws of the State of Florida applicable to agreements entered into and to be wholly performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts, and the remaining clauses shall be interpreted so as to effect as nearly as possible the original intentions of the Parties. Only the courts (state and federal) sitting in the city of Miami, Miami-Dade County, Florida will have jurisdiction of any controversies regarding this Agreement. Any action or other proceeding which involves such a controversy will be brought in those courts and not elsewhere, and the Parties hereby waive any objection they may have to the appropriateness, jurisdiction and venue of such courts (including without limitation any objections based on the doctrine of *forum non conveniens*). Any process in any such action or proceeding may, among other methods, be served by delivering it or mailing it, by certified mail, or by US Mail Priority Mail, directed to the address first above written or such other address as the addressee has designated from time to time. Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Florida.

11.8 Amendment and Modification. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by an authorized representative of each party hereto.

11.9 Waiver. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; and any single or partial exercise of any right, remedy, power, or privilege hereunder shall not preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

11.10 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this agreement transmitted by facsimile or scanned into an image file and transmitted via email (e.g., via a PDF), including without limitation via an electronic signature software such as DocuSign, Adobe Sign and the like, shall, for all purposes, be treated as if it were delivered containing an original manual signature of the Party whose signature appears thereon and shall be binding upon such Party as though an originally signed document had been delivered.

**11.11 Important Document. The Parties to this Agreement understand that this is an important legal document. Each Party does hereby represent and warrant that it has been advised of its legal right to retain independent counsel of its own choosing in connection with the negotiation and execution of this Agreement, and**



that it has either retained and has been represented by such legal counsel or has knowingly and voluntarily waived its right to such legal counsel and desires to enter into this Agreement without the benefit of independent legal representation. The Parties warrant and represent that, in executing this Agreement, the Parties have relied solely upon their own judgment, belief and knowledge and the advice and recommendations of their own independently selected and retained counsel, if any, as reflected above, concerning the nature, extent and duration of their rights and claims, and that they have not been influenced to any extent whatsoever in executing this Agreement by any representations or statements with respect to any matters made by the other Party or representative of the other Party.

IN WITNESS WHEREOF, the Parties have inscribed their hands and seals on the date first above written.

ACKNOWLEDGED, AGREED TO AND ACCEPTED  
BY PRODUCER

ACKNOWLEDGED, AGREED TO AND ACCEPTED  
BY ARTIST

By: Charles Moultrie

By: \_\_\_\_\_

Name: Charles Moultrie

Name: \_\_\_\_\_

PRO: BMI

PRO: \_\_\_\_\_

PRO #: 00640683447

PRO #: \_\_\_\_\_

Email: krazymusikent@gmail.com

Email: \_\_\_\_\_

Date: 06/14/2023

Date: \_\_\_\_\_