

RICH BOI PRODUCTIONS

BASIC LICENSE AGREEMENT

The following is an agreement between "Rich Boi Productions" (hereinafter referred to as the "Producer") and Purchaser (hereinafter referred to as the "Artist") in accordance with the terms stated below. This Agreement gives Artist a non-exclusive MP3 lease of use to a Master Recording (hereinafter referred to as "Beat") purchased from Rich Boi Productions.

Terms

- 1. License:** Producer by this Agreement hereby grants to Artist a non-exclusive MP3 license to use the stated Beat for the purpose of adding vocals and creating a new Master Recording of a song (hereinafter referred to as the "Song") for the specific use of manufacturing, distributing and selling of recordings ("Records") of this new Song.
- 2. Distribution:** Artist will be granted Worldwide Distribution rights for up to two-thousand five-hundred (2,500) Records of new Song in the form of; CDs, DVDs, Cassettes, MP3s, Ringtones, or any other form of recording media. Artist is also granted right to publicly perform new Song containing Beat.
- 3. Rights to Beat:** Producer retains (100%) ownership of the Beat. Artist does not have the right to alter, license, sell, change or remix Beat without Producers prior written approval. All new Master Recordings created via Sync of vocals to Beat ("Song") will grant Producer fifty percent (50%) ownership.
- 4. Credit:** Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats under the name "Brandon Richardson (Rich Boi)" in writing where possible and vocally otherwise.
- 5. Compensation:** Artist shall pay Producer the amount of \$15 for the rights granted in this Agreement. This amount shall cover the manufacturing, distribution and/or sale of two-thousand five-hundred (2,500) Records. **Producer acknowledges receipt of this amount with email.**
- 6. Termination:** Violation of any statute of this agreement by Artist will result in immediate Termination of this agreement and revocation of all rights contained here in.
- 7. Term:** The Term of this Agreement shall be five (5) years and this license shall expire on the five (5) year anniversary of the Effective Date.
- 8. Restrictions on the Use of the Beat:** Licensee hereby agrees and acknowledges that it is expressly prohibited from taking any action(s) and from engaging in any use of the Beat or New Song in the manners, or for the purposes, set forth below:
 - a. Licensee shall not synchronize, or permit third parties to synchronize, the Beat or New Song with any audiovisual works. This restriction includes, but is not limited to, use of the Beat and/or New Song in television, commercials, film/movies, theatrical works, video games, and in any other form on the Internet which is not expressly permitted herein.
 - b. Licensee shall not have the right to license or sublicense any use of the Beat or of the New Song, in whole or in part, for any so-called "samples".

- c. Licensee shall not engage in any unlawful copying, streaming, duplicating, selling, lending, renting, hiring, broadcasting, uploading, or downloading to any database, servers, computers, peer to peer sharing, or other file sharing services, posting on websites, or distribution of the Beat in the form, or a substantially similar form, as delivered to Licensee. Licensee may send the Beat file to any individual musician, engineer, studio manager or other person who is working on the New Song.
- d. THE LICENSEE IS EXPRESSLY PROHIBITED FROM REGISTERING THE BEAT AND/OR NEW SONG WITH ANY CONTENT IDENTIFICATION SYSTEM, SERVICE PROVIDER, MUSIC DISTRIBUTOR, RECORD LABEL OR DIGITAL AGGREGATOR (for example: TuneCore or CDBaby, and any other provider of user-generated content identification services). The purpose of this restriction is to prevent you from receiving a copyright infringement take down notice from a third party who also received a non-exclusive license to use the Beat in a New Song. The Beat has already been tagged for Content Identification (as that term is used in the music industry) by Producer as a pre-emptive measure to protect all interested parties in the New Song. If you do not adhere to this policy, you are in violation of the terms of this License and your license to use the Beat and/or New Song may be revoked without notice or compensation to you.
- e. As applicable to both the underlying composition in the Beat and to the master recording of the Beat: (i) The parties acknowledge and agree that the New Song is a “derivative work”, as that term is used in the United States Copyright Act; (ii) As applicable to the Beat and/or the New Song, there is no intention by the parties to create a joint work; and (iii) There is no intention by the Licensor to grant any rights in and/or to any other derivative works that may have been created by other third-party licensees.

9. Miscellaneous: Any rights not specifically granted and set forth in this License Agreement are hereby reserved by the Producer. Upon fulfillment of Agreement if Produce and Artist seek to continue business relationship both agree to negotiate in good faith on additional agreements in relation to Beat. In the event that Licensee wishes register his/her interests and rights to the underlying composition of the New Song with their Performing Rights Organization (“PRO”), Licensee must simultaneously identify and register the Producer’s share and ownership interest in the composition to indicate that Producer wrote and owns 50% of the composition in the New Song and as the owner of 100% of the Publisher’s share of the New Song. All licenses are non-refundable and non-transferable. Any rights not specifically granted and set forth in this License Agreement are hereby reserved by the Producer. Upon fulfillment of Agreement if Produce and Artist seek to continue business relationship both agree to negotiate in good faith on additional agreements in relation to Beat.

Mechanical License: If any selection or musical composition, or any portion thereof, recorded in the New Song hereunder is written or composed by Producer, in whole or in part, alone or in collaboration with others, or is owned or controlled, in whole or in part, directly or indirectly, by Producer or any person, firm, or corporation in which Producer has a direct or indirect interest, then such selection and/or musical composition shall be hereinafter referred to as a “Controlled Composition”. Producer hereby agrees to issue or cause to be issued, as applicable, to Licensee, mechanical licenses in respect of each Controlled Composition, which are embodied on the New Song. For that license, on United States and Canada sales, Licensee will pay mechanical royalties at one hundred percent (100%) of the minimum statutory rate, subject to no cap of that rate for albums and/or EPs. For license outside the United States and Canada, the mechanical royalty rate

will be the rate prevailing on an industry-wide basis in the country concerned on the date that this agreement has been entered into.

Licensee shall be deemed to have signed, affirmed and ratified its acceptance of the terms of this Agreement by virtue of its payment of the License Fee to Licensor and its electronic acceptance of its terms and conditions at the time Licensee made payment of the License Fee.

Publishing

RICHBOI PRODUCTIONS

ASCAP IPI# #768082606

Writing

BRANDON O RICHARDSON

ASCAP IPI# 789573075