

EXCLUSIVE LICENCE AGREEMENT

Audio Maze LTD, a company incorporated in England and Wales under number whose registered office is at The Oakley, Kidderminster Road, Droitwich, Worcestershire, United Kingdom, WR9 9AY **Licensor**); and

YOU The 'Licensee'

The Licensor owns all proprietary rights and interests in and to the Works; The Licensor has agreed to grant a license to the Licensee and the Licensee has agreed to take a license on the terms of this Agreement.

The Licence is an **EXCLUSIVE LICENCE**. You have agreed to subscribe to the **EXCLUSIVE** Licence. This Agreement is created specifically for the purpose of Licensee's use of The Works, and it is subject to all terms and conditions set forth herein.

Grant Of EXCLUSIVE Licence:

The Licensor hereby grants to the Licensee a *non-transferable, non-sublicensable EXCLUSIVE* licence to carry out the Permitted Acts in the Territory in relation to The Works. The Licensor shall deliver the Works to the Licensee in the agreed formats of **Track Stems, Wav, MP3**. The Licensor grants the Licensee a **Commercial Licence** and the right to utilize The Works in the duplication, reproduction, manufacture, and distribution of various audio and digital recordings, including phonograph records, cassette tapes, compact disks, digital downloads, and any other similar forms worldwide. Furthermore, the licensee is allowed to distribute their content across various streaming platforms. This license grants unlimited monetization for audio streams on platforms such as Spotify, Apple Music, and more, including monetization on YouTube.

Broadcasting and Paid Performances:

The Licensor hereby grants unlimited broadcasting rights. There are no restrictions on the number of radio plays and/or stations. The Licensor grants the Licensee permission to use The Works in unlimited paid performances like shows or concerts that are entitled to a revenue stream.

Synchronisation:

By virtue of this license, The Licensee is granted synchronization rights for **unlimited** commercial and/or music videos to be streamed online (YouTube, Vimeo, etc.) for an unlimited number of monetized video streams. This license also includes the use of the content in TV shows, films, video games, or advertisements.

Crediting:

The Licensee does not have to credit Audio maze under an Exclusive licence Agreement.

Licensee's Obligations

The Licensee shall not use The Works in any way which is defamatory, indecent or otherwise unlawful or which infringes the statutory or common law rights of any third party and credit the Licensor with authorship and ownership of the Works on all materials, publications, products or services which incorporate or use the Rights and reproduce a copyright notice in the form required by the Licensor.

Fees and payment—Licence fee

In consideration of the Licensor granting the licence to the Licensee the Licensee shall pay an agreed fee of (*insert amount*) to the Licensor. This sum will be paid prior to delivery of the Works.

Warranties

Each party acknowledges and agrees that no representations were made which are not set out in this Agreement but that, if any were made, it has not relied on, or been induced to enter into this Agreement by, any information, statements, warranties or representations of any description, whether written or oral, made, supplied or given by or on behalf of the other party in relation to the subject matter of this Agreement or otherwise.

Term and Termination

Once the Licensor agrees to grant a license to the Licensee, the licence has no fixed duration and **will not** expire. Non-Exclusive purchases are non-negotiable, non-refundable and non-recoupable. Furthermore, this license will be subject to immediate termination if any licensed content is utilized in any manner that is unlawful or engages in any criminal activities, as determined by applicable law.

Limitation of Liability

The extent of the parties' liability under or in connection with this Agreement (regardless of whether such liability arises in tort, contract, under indemnity or in any other way and whether or not caused by negligence or misrepresentation) shall be as set out in this clause. Except as expressly stated in this Agreement, and subject to clause all warranties and conditions, whether express or implied by legislation, common law or otherwise, are excluded to the extent permitted by law. The parties agree that the limitations on liability in this Agreement are reasonable given their respective commercial positions and ability to purchase relevant insurance in respect of risks under this Agreement.

The Licensor takes no responsibility for any additional elements that the Licensee includes in the New Song. The Licensee is required to indemnify and safeguard the Licensor against any liability that may arise from these elements.

Notwithstanding any other provision of this Agreement, the liability of the parties shall not be limited in any way in respect of the following:

- death or personal injury caused by negligence;
- fraud or fraudulent misrepresentation;
- any other losses which cannot be excluded or limited by applicable law;

Governing Law

This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales.

Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims).

Ownership

Audio Maze owns all proprietary rights to The Works.

1. Both parties agree that the New Song is a 'Derivative Work'. Neither party have intention of collaborating on a composed work under The Works.
2. Recipient is not permitted to distribute the Track as is (without Meaningful Additions) under *any* circumstance. If Licensee sells the composition in its original form, it will be considered a violation of this Agreement. As a consequence, the Licensor can hold the Licensee accountable for damages as outlined in this Agreement.
3. The Licensor shall retain exclusive ownership and control over all rights and interest in The Works, including copyrights to both the sound recording and the underlying musical compositions created by the Licensor. The information contained in this document does not, in any way, entail Licensor transferring any of these rights to Licensee. Recipient is **not** permitted to register the exclusive licence with YouTube Content ID or any other such audio content ID system.
4. In addition to what was previously stated, you are the rightful owner of the lyrics or any other original musical elements of the New Song that were solely written by you.

Publishing Rights and Ownership in the New Song Composition

Regarding the ownership and publishing rights of the composition at the core of the New Song, both the Licensee and Licensor recognize and concur that the composition's ownership will be divided between them in the following manner:

- i. The Licensee will possess and manage half (50%) of the composition's "Writer's Share," specifically relating to the Lyrics.
- ii. The Licensor will possess and manage an equal half (50%) of the "Writer's Share" of the composition, focusing on the Music.
- iii. Additionally, the Licensor will possess, manage, and oversee half (50%) of the "Publisher's Share" of the composition that is integral to the New Song.

Registering the New Song with Performing Rights Organisations (PRO):

Licensees can claim 100% of master royalties from their chosen distributor. Audio Maze collects royalties through a performing rights organization. **You as the artist must provide us with the ISRC code and (chosen) track title when distributing the track.** If the Licensee is already registered with a Performing Rights Organisation and wishes to register derivative work with the Performing Rights Organisation, should contact Audio Maze to register the licensor's/producer's shared interest.

THE SCHEDULE
THE EXCLUSIVE WORKS



Chris Whitehouse, Director of Audio Maze LTD.

