

EXCLUSIVE LICENSE AGREEMENT

This Exclusive License Agreement (the "Agreement") is entered into by and between Nate, operating as Beats By Nate (the "Licensor"), email at BBNHits@gmail.com, and BMI IPI number 00712288355, and the individual or entity purchasing the license (the "Licensee"), effective as of the date of payment as indicated on the corresponding PayPal invoice (the "Effective Date").

The Licensor is the creator and owner of certain musical compositions and sound recordings, including the instrumental beat purchased by the Licensee (the "Beat"). The Licensee desires to obtain an exclusive license to use the Beat subject to the terms and conditions set forth herein.

Beat Details:

- Produced by: Nate (Beats By Nate)
- License Type: Exclusive License
- Files Delivered: Untagged WAV and Stem Files

Validation of Agreement: This Agreement becomes valid and binding upon the Licensee's possession of: (1) this Agreement document, and (2) a corresponding PayPal invoice receipt issued by the Licensor from the email address BBNHits@gmail.com, confirming payment for the Beat. This Agreement applies to the specific Beat identified in the PayPal invoice. No physical or electronic signatures are required; the Licensee's payment and possession of both documents constitute full acceptance of these terms and grant the Licensee the rights outlined herein. The Licensee is responsible for retaining both documents as proof of the license. In the event of any dispute, the PayPal invoice shall serve as conclusive evidence of the Effective Date and payment.

1. Grant of Rights. Subject to the terms and conditions of this Agreement, the Licensor hereby grants to the Licensee an exclusive, worldwide, irrevocable, non-transferable license to use the Beat for unlimited commercial and non-commercial purposes. Such purposes include, without limitation, synchronizing the Beat with vocals, lyrics, or other instruments to create one or more new musical compositions (each, a "New Work"). The Licensee may distribute, perform, broadcast, and exploit the New Work without limitation, including unlimited unit sales (physical or digital), unlimited streams, unlimited music videos, performances (paid or unpaid), radio airplay, synchronization in films, advertisements, television, podcasts, broadcasts, or any other media, and distribution on all platforms worldwide. Upon the Effective Date, the Licensor shall remove the Beat from all sales platforms and shall not grant any further licenses (exclusive or non-exclusive) to the Beat to any third parties. The Stem Files are provided solely for the

purpose of professional mixing and mastering of the New Work and may not be rearranged, remixed, modified to create new beats or compositions, or used for any other purpose without the Licensor's prior written consent.

2. Term. The term of this Agreement shall commence on the Effective Date and continue in perpetuity, subject to termination as provided in Section 8.

3. Payment. In consideration for the rights granted herein, the Licensee has paid to the Licensor a one-time, non-refundable fee in the full amount specified on the PayPal invoice, as evidenced by the invoice receipt. This payment constitutes an advance against future royalties as described in Section 6 and full initial compensation for the exclusive license. No additional upfront fees are due unless otherwise agreed in writing.

4. Credit Requirement. In any and all uses of the Beat or New Work, including but not limited to track listings, metadata, social media posts, video descriptions, liner notes, album artwork, or promotional materials, the Licensee shall provide appropriate production credit to the Licensor as "Prod. by Nate" or "Beats By Nate." Failure to provide such credit shall constitute a material breach of this Agreement.

5. Limitations and Restrictions.

a. The Licensee shall not resell, sublicense, assign, or transfer the Beat as a standalone instrumental or in any unmodified form to any third party without the Licensor's prior written approval.

b. While the Licensee shall own the New Work (subject to the Licensor's royalty interests), the Licensee shall have no ownership interest in the underlying Beat or its composition.

c. The Beat shall not be used in any manner that is unlawful, defamatory, obscene, or infringing upon the rights of any third party, including but not limited to promoting illegal activities or violating intellectual property rights.

d. The Licensee is solely responsible for obtaining any necessary clearances for samples, interpolations, or third-party elements incorporated into the New Work. The Licensor makes no representations regarding sample clearances in the Beat.

e. The Licensee shall not claim sole authorship or ownership of the Beat or represent the Beat as their original creation.

6. Royalties and Ownership. The Licensor shall be entitled to: (i) fifty percent (50%) of all publishing royalties (including both writer's and publisher's shares); (ii) three percent (3%) of master royalties; and (iii) fifty percent (50%) of mechanical royalties generated from the New Work. All royalties shall be calculated based on net profits after full recoupment of the advance payment set forth in Section 3. The Licensee shall be responsible for registering the New Work with applicable performing rights organizations (e.g., ASCAP, BMI, SESAC) and mechanical rights societies (e.g., Harry Fox Agency),

and for ensuring that the royalty splits are accurately reported and paid to the Licensor on a quarterly basis, along with detailed accounting statements. The Licensor retains one hundred percent (100%) ownership of the Beat, including all copyrights, publishing rights, master recording rights, and any other intellectual property rights therein (Licensor's BMI IPI number: 00712288355). The parties shall share ownership in the New Work in accordance with the royalty splits above.

7. Representations, Warranties, and Indemnification.

a. The Licensor represents and warrants that: (i) they are the sole owner of the Beat or have all necessary rights to grant this exclusive license; (ii) no prior exclusive rights or licenses to the Beat have been granted to any third party; and (iii) to the best of their knowledge, the Beat does not infringe upon the intellectual property rights of any third party.

b. The Licensee represents and warrants that their use of the Beat will comply with all applicable laws and the terms of this Agreement.

c. The Licensee agrees to indemnify, defend, and hold harmless the Licensor, its affiliates, successors, and assigns from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to: (i) the Licensee's breach of this Agreement; (ii) the Licensee's use of the Beat or New Work; or (iii) any uncleared samples, third-party claims, or unauthorized distributions by the Licensee.

8. Termination. This Agreement may be terminated only: (i) by mutual written consent of both parties; or (ii) by the Licensor upon written notice to the Licensee if the Licensee materially breaches any provision hereof (e.g., failure to pay royalties, provide credit, or comply with restrictions), provided that the Licensee shall have thirty (30) days to cure such breach after notice. Upon termination, the Licensee must immediately cease all use, distribution, and exploitation of the Beat and New Work, and destroy or delete all copies thereof in their possession or control. Termination shall not relieve the Licensee of any obligations accrued prior to termination, including payment of royalties earned before or after termination.

9. Governing Law and Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri, without regard to its conflict of laws principles. Any disputes arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located in Phelps County, Missouri, and the parties hereby consent to the personal jurisdiction and venue of such courts.

10. Miscellaneous.

a. Entire Agreement. This Agreement, together with the PayPal invoice, constitutes the entire understanding between the parties and supersedes all prior agreements, whether

oral or written. No amendments, modifications, or waivers shall be effective unless in writing and signed by both parties.

b. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

c. Notices. All notices required or permitted hereunder shall be in writing and delivered via email to the Licensor at BBNHits@gmail.com, or to the Licensee at the email address provided during purchase.

d. No Waiver. The failure of either party to enforce any provision shall not constitute a waiver of that or any other provision.

e. Assignment. The Licensee may not assign this Agreement without the Licensor's prior written consent. The Licensor may assign this Agreement without notice.

f. Force Majeure. Neither party shall be liable for delays or failures in performance caused by events beyond their reasonable control, such as acts of God, war, or natural disasters.

By proceeding with the purchase and possessing this Agreement and the PayPal invoice, the Licensee acknowledges that they have read, understood, and agree to be bound by all terms herein.