

This Exclusive **Preview Track Only** Track Sale Agreement (the "Agreement"), having been made on and effective as of **6/19/24, 5:20 AM** (the "Effective Date") by and between **Preview Only** p/k/a **{SOUND LEGEND}** ("Producer"); and **Licensee** ("Purchaser") residing at **[N/A]** The following sets forth the material terms and conditions of the agreement by and between **Preview Only * on the one hand and *Licensee** with respect to the audio recording(s) set forth on Schedule 1, attached hereto and incorporated herein by reference (the "Master(s)"). In the event the number of audio recordings hereunder is no more than one (1), then all references to "Master(s)" hereunder shall be read and deemed to refer to one (1) "Master(s)". For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereby agree as follows:

This Agreement is issued solely in connection with and for Purchaser's use of the Track pursuant and subject to all terms and conditions set forth herein.

1. **Rights:** Producer hereby assigns and transfers to Purchaser one hundred percent (100%) of all rights, title and interest in and to the Master(s) (excluding the underlying musical composition(s) embodied therein [the "Composition"]). Subject to the terms and conditions contained in this agreement, Purchaser shall have the sole and exclusive right in perpetuity and throughout the universe, including, without limitation: (i) to manufacture, advertise, sell, license or, otherwise dispose of the Master(s) and derivatives derived therefrom in any manner or media whatsoever upon such terms, and under such trademarks, as Purchaser elects, or, in Purchaser's sole discretion, to refrain therefrom; (ii) to perform the Master(s) publicly and to permit the public performance thereof by any method now or hereafter known; (iii) to include Producer's audio performance in an audio-visual production ("Video"); (iv) to sell, copy, distribute, perform, sublicense, monetize and otherwise exploit the Master(s) in any and all media now known or hereafter devised, including, without limitation, the right to administer and collect any and all revenues, monies, fees and/or other royalties payable by any third-party digital service provider (e.g., without limitation, Spotify, Apple, Tidal, YouTube, and Vevo), and to create derivative works based on or otherwise incorporating the Master(s) (each derivative master recording is herein referred to as a "New Master"; and each derivative composition incorporating the Composition is herein referred to as a "New Composition"); and (iv) to create and exploit derivative works based on or otherwise incorporating the Master(s). Notwithstanding the foregoing, Purchaser (or its designees) shall have no right to make any edits/changes to Producer's Composition; no right to use Producer's Composition apart from the Master(s); and no right to use Producer's Composition in a way to imply any sort of endorsement.< >

2. Delivery of the Track:

1. Producer agrees to deliver the Track as a high-quality **{MP3, WAV, STEMS}**, as such terms are understood in the music industry.
2. Producer shall use commercially reasonable efforts to deliver the Track to Purchaser immediately after payment of the License Fee is made. Purchaser will receive the Track via email, to the email address Purchaser provided to Producer.< >

3. **Fee/Royalty:** Purchaser shall pay to Producer a non-returnable, non-recoupable fee in the amount of **Zero dollars and Zero cents Dollars 0.00** (the "Fee"). The Fee shall be payable upon the full execution of this agreement. The Purchaser shall make payment of the Fee to Producer on the date of this Agreement. All rights granted to Purchaser by Producer in the Track are conditional upon Purchaser's timely payment of the Fee. The Fee is a one-time payment for the rights granted to Purchaser and this Agreement is not valid until the Fee has been paid. Purchaser's failure to pay the Fee prior to delivery of the Track by Producer and in the manner above shall result in the automatic and immediate termination of this Agreement. Upon termination Purchaser shall be legally prohibited from using the Track in any manner unless and until a new Album License is entered into by the Parties. **In addition to the Fee, Purchaser**

shall pay Producer a royalty (the "Producer Royalty") in the amount of 50.0 of Purchaser's Net Receipts (as defined below). Purchaser shall pay Producer the Producer Royalty on a quarterly basis, within 30 days from the end of each calendar quarter (i.e., within 30 days from each of March 31, June 30, September 30, and December 31). "Net Receipts" means all monies received by or credited to Purchaser from any use or exploitations of the New Master(s), including, without limitation, sales, downloads, streaming, advances or fees, third party licenses, and performance income, after deduction of all recording costs incurred in connection with the New Master(s).< >

4. **Mechanical License:** Purchaser acknowledges and agrees that, as between Purchaser and Producer, Producer is the sole and exclusive owner of the Composition embodied in the Master(s). Producer hereby agrees to issue or cause to be issued, as applicable, to Purchaser, or Purchaser's designees, mechanical licenses (including, without limitation, any "first use" mechanical licenses) and other licenses in respect of Purchaser's share of each New Composition(s) subject to the same terms and conditions as are applicable to selections and musical compositions written, composed, owned, or controlled, in whole or in part, directly or indirectly, by Purchaser, which are embodied on the Master(s) or any recording recorded under this agreement. For that license, on United States and Canada sales, Purchaser 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. Producer hereby grants Purchaser a license to reproduce Controlled Compositions that are embodied on the Master(s) produced hereunder in synchronization with and in time relation to visual images featuring Purchaser's performances in so-called promotional "video programs", on a royalty-free basis and in so-called commercial "video programs", in being understood that Producer shall be entitled to Producer's pro-rata share of any royalties attributable to such commercial "video programs". Upon Purchaser's request Producer shall execute or cause Producer's publishing designee to execute and deliver to Purchaser, as applicable, all documents required by Purchaser, as applicable, to effectuate the purpose of this paragraph.< >

5. ++**Sound Recording Rights:**++ With respect to the Sound Recording rights and ownership of the New Sound Recording(s), the Purchaser and the Producer hereby acknowledge and agree that Producer shall own the following percentage share:

{50%}

ASCAP Writer: Joe Anthony Torres IPI #: 1234266668

Each party shall be solely entitled to administer their respective share(s) of the New Sound Recording(s).

1. **Publishing Rights:** With respect to the publishing rights and ownership of the New Composition(s), the Purchaser and the Producer hereby acknowledge and agree that Producer shall own the following percentage share:

{50%}

ASCAP Publisher: Sound Legend Music Ministry IPI #: 1234266570

Each party shall be solely entitled to administer their respective share(s) of the New Composition(s).<

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1. **Credit and Likeness:** Purchaser shall have the right to use and permit others to use Producer's approved name, approved likeness, and other approved identification and approved biographical

material concerning the Producer for purposes of trade and otherwise without restriction solely in connection with the Master(s) recorded hereunder. Purchaser shall accord (or shall cause to accord) Producer a credit on (i) labels and liner notes of the Master(s), where applicable, (ii) in all configurations (including in applicable meta-data) derived from the Master(s), (iii) in all trade and consumer advertisements, including Billboard Magazine strip ads, which pertain exclusively to the Master(s) hereunder, that are one-quarter (1/4) page or larger in size, placed directly by Purchaser, and appear in so-called "nationwide" trade publications in the United States. Purchaser shall ensure that Producer is properly credited and Purchaser shall check all proofs for accuracy of credits, and shall cure any mistakes regarding Producer's credit. Such credit shall be in substantial form: "Produced by **{Sound Legend}**".

Producer shall have the right to use and permit others to use Purchaser's approved name, approved likeness, and other approved identification and approved biographical material concerning the Producer solely for purposes of trade and otherwise without restriction solely in connection with the New Master(s) and New Composition(s) recorded hereunder.< >

2. **Accounting:** Purchaser shall and Purchaser shall cause any and all of their respective PROs (Performing Rights Organizations), CMOs (Collective Management Organization), publishing administrators, Distributors, agents, Entities, their parent company and subsidiaries, or their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns, as applicable, to to account directly to, and pay Producer, at the same time and subject to the same conditions pursuant to which they account to Purchaser. Producer shall have the right to sue or otherwise commence any action against Purchaser, in connection with any particular statement rendered or required to be rendered hereunder, so long as such suit or other action is filed within twenty-four (24) months after such statement is required to be rendered. If Purchaser conducts an audit of any third party that results in a net recovery, then Producer shall be entitled to a pro-rata share thereof. Any monies found to be owed to the Producer shall be paid within 7 business days of the audit. Notwithstanding the foregoing, if the Purchaser's fails to provide the producer the right to an accounting, this is considered a material breach of contract.< >
3. **Auditing:** In consideration of the rights granted to Purchaser by Producer, Producer reserves the right to an audit Purchaser's books and records as it pertains to the royalties that have accrued and will accrue in the future from the use of the above Composition. Such audit can be conducted by a Certified Public Accountant or Attorney. Purchaser will account to Producer directly and Purchaser shall cause any and all of their respective PROs (Performing Rights Organizations), CMOs (Collective Management Organization), publishing administrators, Distributors, agents, Entities, their parent company and subsidiaries, or their respective employees, officers, directors, members, managers, shareholders, agents, vendors, licensors, licensees, contractors, customers, successors, and assigns, as applicable, to do the same. Such direct accounting will occur within thirty (30) days after Purchaser's receipt of the any corresponding accounting statement related the above Composition, but in no event less frequently than semi-annually. Producer may, at Producer's own expense, audit Purchaser's books and records directly relating to this agreement that report the sales and other exploitations of records for which royalties are payable hereunder. Any such audit shall be noticed to Purchaser at least thirty (30) days prior to the date thereof. Producer may make such an examination for a particular statement only once and only within twenty-four (24) months after the date any such statement is rendered. This audit shall be conducted where the Purchaser keeps the books and records on reasonable notice by Producer. Any monies found to be owed to the Producer shall be paid within 7 business days of the audit. Notwithstanding the foregoing, if the Purchaser's fails to provide the producer the right to audit the books or records, this is considered a material breach of contract.< >
4. **Force Majeure:** In consideration of the rights granted to Purchaser by Producer and all services rendered by Producer, Producer reserves the right by reasonable notice to Purchaser, to

suspend the operation of this Agreement and its obligations hereunder for the duration of any contingencies by reason of which Producer is hampered in its delivery or if its performance becomes impossible, impracticable, or there is a frustration of purpose. For example, unforeseen circumstances, labor disagreements, catastrophe, destruction of Producer equipment, and etc. Producer will not be deemed in default hereunder if performance of its obligations hereunder is delayed or becomes impossible or commercially impractical, or if Producer is hampered. Upon the happening of any such event, Producer, in addition to any other rights or remedies it may have hereunder or otherwise, may elect, by written notice to you, to terminate its obligations under this Agreement or to suspend Producer's obligations under this Agreement for the period of time that the effects of any such force majeure event continue.< >

5. Termination: In consideration of the rights granted to Purchaser by Producer and all services rendered by Producer, Producer shall have the option, exercisable at any time by notice to you, (i) to suspend Producer's obligations to you hereunder during the period of default and/or (ii) to terminate this Agreement without any further obligation to you hereunder. Producer reserves the right by reasonable notice to Purchaser, to suspend the operation of this Agreement and its obligations hereunder for the duration of any contingencies by reason of which the Purchaser fails to fulfill any of their obligations herein, without limiting Producer's rights.< >

6. Breach by Purchaser:

1. The Purchaser shall have five (5) business days from its receipt of written notice by Producer and/or Producer's authorized representative to cure any alleged breach of this Agreement by Purchaser. Purchaser's failure to cure the alleged breach within five (5) business days shall result in Purchaser's default of its obligations, its breach of this Agreement, and at Producer's sole discretion, the termination of Purchaser's rights hereunder.
2. If Purchaser engages in the commercial exploitation and/or sale of the Track, New Master(s) or New Composition(s) outside of the manner and amount expressly provided for in this Agreement, then, in addition to any other rights or remedies available to Producer at law or in equity, Purchaser shall be liable to Producer for monetary damages in an amount equal to any and all monies paid, collected by, or received by Purchaser, or any third party on its behalf, in connection with such unauthorized commercial exploitation of the Track, New Master(s) and/or New Composition(s).
3. Purchaser recognizes and agrees that a breach or threatened breach of this Agreement by Purchaser gives rise to irreparable injury to Producer, which may not be adequately compensated by damages. Accordingly, in the event of a breach or threatened breach by the Purchaser of the provisions of this Agreement, Producer may seek and shall be entitled to a temporary restraining order and a preliminary injunction restraining the Purchaser from violating the provisions of this Agreement. Nothing herein shall prohibit Producer from pursuing any other available legal or equitable remedy from such breach or threatened breach, including but not limited to the recovery of damages from the Purchaser. The Purchaser shall be responsible for all costs, expenses or damages that Producer incurs as a result of any violation by the Purchaser of any provision of this Agreement. Purchaser's obligation shall include court costs, litigation expenses, and reasonable attorneys' fees.< >

7. Warranties, Representations, and Indemnification:

1. Purchaser hereby agrees that Producer has not made any guarantees or promises that the Track fits the particular creative use or musical purpose intended or desired by the Purchaser.

2. Producer warrants and represents that Producer has the full right and ability to enter into this agreement, and is not under any disability, restriction, or prohibition with respect to the grant of rights hereunder. Producer warrants that the manufacture, sale, distribution, or other exploitation of the Master(s) hereunder will not infringe upon or violate any common law or statutory right of any person, firm, or corporation; including, without limitation, contractual rights, copyrights, and right(s) of privacy and publicity and will not constitute libel and/or slander. Purchaser warrants and represents that he has the full right and ability to enter into this agreement, and is not under any disability, restriction, or prohibition with respect to the grant of rights hereunder. Purchaser warrants that the manufacture, sale, distribution, or other exploitation of the Master(s) hereunder will not infringe upon or violate any common law or statutory right of any person, firm, or corporation; including, without limitation, contractual rights, copyrights, and right(s) of privacy and publicity and will not constitute libel and/or slander. The foregoing notwithstanding, Producer undertakes no responsibility whatsoever as to any elements added to the Master(s) by Purchaser, and Purchaser indemnifies and holds Producer harmless for any such elements. Purchaser shall have no obligation to approve the use thereof; however, if approved, any payment in connection therewith, including any associated legal clearance costs, shall constitute an additional recording cost and expense and shall be borne by Purchaser.
3. Purchaser hereby agrees that Producer has not made any guarantees or promises that the Master(s) fits the particular creative use or musical purpose intended or desired by the Purchaser. The Master(s), its sound recording, and the Composition embodied therein, are delivered to the Purchaser "as is" without warranties of any kind of fitness for a particular purpose. Purchaser further acknowledges and agrees that the Composition produced by Producer may previously have been licensed to third parties on a non-exclusive basis. Any licenses granted by Producer, which precede this agreement, shall remain in effect and shall not be affected by this agreement. Purchaser waives any claims against Producer for any pre-existing licenses for the Composition. Purchaser further agrees that Purchaser will not submit any claims against the third-party licensees for their non-exclusive use of the Composition.
4. Purchaser hereby agrees that Purchaser or anyone acting on Purchaser's behalf, will be responsible for obtaining and paying for any and all clearances or licenses required in the Authorized Territory (or any portion thereof) for the use of any musical works embodied in Purchaser's Content. Without limiting the generality of the foregoing, Purchaser (either directly or through a third party acting on your behalf) shall be responsible for and shall pay (i) any royalties and other sums due to Artists (featured and non-featured), authors, co-authors, copyright owners and co-owners, producers, engineers, and any other record royalty participants from sales or other uses of Purchaser's Content, (ii) all mechanical royalties or other sums payable to music publishers and/or authors or co-authors of musical compositions embodied Purchaser's Content from sales or other uses of Purchaser's Content, (iii) all payments that may be required under any collective bargaining agreements applicable to Purchaser or any third party (e.g., to unions or guilds such as AFM or AFTRA), and (iv) any other royalties, fees and/or sums payable with respect to Purchaser's Content or other materials provided by Producer to Purchaser.
5. Each of the parties hereto shall indemnify and hold the other party harmless from any and all third party claims, liabilities, costs, losses, damages or expenses as are actually incurred by the non-defaulting party and shall hold the non-defaulting party, free, safe, and harmless against and from any and all claims, suits, demands, costs, liabilities, loss, damages, judgments, recoveries, costs, and expenses; (including, without limitation, reasonable outside attorneys' fees), which may be made or brought, paid, or incurred by reason of any breach or claim of breach of the warranties and representations hereunder by the defaulting party, their agents, heirs, successors, assigns and employees, arising out of any breach of any representations or warranties of the defaulting party contained in this

agreement or any failure by defaulting party to perform any obligations on its part to be performed hereunder the non-defaulting party has given the defaulting party prompt written notice of all claims and the right to participate in the defense with counsel of its choice at its sole expense.

6. By using the Service, both Producer and Purchaser acknowledge and accept the BeatStars' **Terms of Service** and **Privacy Policy** and consent to the collection and use of your data in accordance with our **Privacy Policy**. Producer and Purchaser both acknowledge that while this Agreement was facilitated by the platform located at www.beatstars.com, operated by BeatStars Inc. ("BeatStars"), BeatStars is not party to this Agreement and is not responsible for any claims arising with respect to same, including, without limitation, any claims relating to a breach of this Agreement, and any infringement claims by a third party relating to the Master(s), any derivative works based thereon and/or the composition(s) embodied therein. Producer and Purchaser acknowledge and agree that BeatStars is not a law firm or attorney, does not perform services performed by an attorney, and that BeatStars's forms or templates, or any agreements created and/or entered into via or in connection with the BeatStars website, including, without limitation, this Agreement, are not a substitute for the advice or services of an attorney. No attorney-client relationship or privilege is created by using or accessing the BeatStars website. Producer and Purchaser hereby covenant not to sue and will indemnify BeatStars, and all of BeatStars's affiliates, successors, agents, heirs, employees, and assigns (the "BeatStars Parties") from any claims brought against the BeatStars Parties in connection with this Agreement, or relating to the Master(s) in any manner. Producer and Purchaser will reimburse the BeatStars Parties on demand for any costs incurred in connection with the same.< >

8. **Miscellaneous:** This Agreement constitutes the entire understanding of the parties and is intended as a final expression of their agreement and cannot be altered, modified, amended or waived, in whole or in part, except by written instrument (email being sufficient) signed by both parties hereto. This agreement supersedes all prior agreements between the parties, whether oral or written. Should any provision of this agreement be held to be void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. No failure by Producer hereto to perform any of its obligations hereunder shall be deemed a material breach of this agreement until the Purchaser gives Producer written notice of its failure to perform, and such failure has not been corrected within thirty (30) days from and after the service of such notice, or, if such breach is not reasonably capable of being cured within such thirty (30) day period, Producer does not commence to cure such breach within said time period, and proceed with reasonable diligence to complete the curing of such breach thereafter. This agreement has been entered into in **{ARIZONA, MARICOPA, UNITED STATES}** and the validity, interpretation, and legal effect of this agreement shall be governed by the laws of the **{ARIZONA, MARICOPA, UNITED STATES}** applicable to contracts entered into and performed entirely within such State. The courts of **{ARIZONA, MARICOPA, UNITED STATES}** (state and federal) only will have jurisdiction of any controversies regarding this agreement and the parties hereto consent to the jurisdiction of said courts. All notices, statements and payments to be sent to any party hereunder shall be addressed to such party at the applicable address set forth on the first page hereof or at such other address as is designated in writing by the applicable party from time to time. All notices shall be in writing and shall either be served by personal delivery (with written receipt of such delivery), or certified or registered mail, return receipt requested, all charges prepaid, except statements may be sent by regular U.S. mail. Except as otherwise provided herein, notices delivered in accordance with the foregoing shall be deemed given when personally delivered, or five (5) days after mailing, except that notices of change of address shall be effective only after actual receipt. Where approvals are required hereunder, such approval or consent shall not be unreasonably withheld and the parties

acknowledge and agree that email confirmations/responses shall suffice. Producer shall not be entitled to any monies in connection with the Master(s) other than as specifically set forth herein. Producer shall have the right to assign this agreement to any parent, subsidiary, or affiliate, or any individual or entity owning or acquiring a substantial portion of Producer's stock or assets provided that Producer remains secondary liable. Purchaser may not assign any of Purchaser's rights or obligations hereunder without Producer's prior written consent and any such purported assignment shall be null and void ab initio. Both parties agree and acknowledge that this agreement (a) will be binding upon and inure to the benefit of the parties hereto and their respective successors, permitted assigns, heirs, estates, administrators and executors; (b) embodies the sole and entire agreement of the parties in respect of, and supersedes all prior oral or written understandings between them concerning the subject matter hereof; and (c) may not be amended except by a written instrument signed by all parties hereto. A waiver by either party hereto of any provision of this agreement in any instance shall not be deemed to be a waiver for the future. All remedies, rights, undertakings, and obligations contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, or obligation of either party. Any breach by either party shall not be deemed material unless, within thirty (30) days (or fifteen (15) days for failure to pay monies owed) after the non-breaching party learns of such breach, the non-breaching party serves written notice thereof on the breaching party specifying the nature of the breach and the breaching party fails to cure such breach, if any, within thirty (30) days (15 days regarding payments) after receipt of such notice, or within a reasonable time thereafter if such breach is not curable within thirty (30) days. In entering into this agreement and providing services pursuant hereto, Purchaser have and shall have the status of an independent contractor and nothing herein contained shall contemplate or constitute Purchaser as Producer's agent or employee.

EACH PARTY UNDERSTANDS THAT IT HAS THE RIGHT TO SEEK THE ADVICE OF INDEPENDENT COUNSEL CONCERNING ITS RIGHTS, THE PROVISIONS HEREOF, AND THE ADVISABILITY OF EXECUTING THIS LEGALLY BINDING AGREEMENT. FURTHER, EACH PARTY ACKNOWLEDGES THAT THEY HAVE BEEN GIVEN THE OPPORTUNITY TO SEEK THE ADVICE OF INDEPENDENT COUNSEL AND BOTH PARTIES ACKNOWLEDGES THAT THEY ARE EXECUTING THIS AGREEMENT VOLUNTARILY AFTER CONSULTATION WITH INDEPENDENT COUNSEL OR INTENTIONALLY DECIDING NOT TO SEEK ADVICE OF INDEPENDENT COUNSEL.

This agreement may be executed via facsimile and in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one instrument. In addition, a signed copy of this agreement transmitted by facsimile, by digital signature, or scanned into an image file and transmitted via email 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. Notwithstanding the foregoing, in the event that you do not sign this Agreement, your acknowledgment that you have reviewed the terms and conditions of this Agreement and your payment of the License Fee shall serve as your signature and acceptance of the terms and conditions of this Agreement.