

LICENSE AGREEMENT

(Non-Exclusive Track- Out Agreement)

THIS LICENSE AGREEMENT is made on..... ("Effective Date") by and between (hereinafter referred to as the "Licensee") and **Jackie Romeu (Insynthesia Music Productions/Insynth Music "Songwriter"** hereinafter referred to as the "Licensor"). Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled..... ("Composition") as of and prior to the date first written above. The Composition, including the music thereof, was composed by Jackie Romeu (Insynthesia Music Productions/Insynth Music ("Songwriter") managed under the Licensor.

All licenses are non-refundable and non-transferable.

1. Master Use. The Licensor hereby grants to Licensee a non-exclusive license (this "License) to record vocal synchronization- on to the Composition partly or in its entirety and substantially in its original form ("Master Recording")

SELLER'S WARRANTY. The Beat is a copyrighted composition and master recording created by the Seller, who warrants that it contains only sounds created by the Seller or properly licensed to the Seller, and contains no samples that require third-party copyright clearance or licensing.

2. Mechanical Rights. The Licensor hereby grants to Licensee a non-exclusive license to use Master Recording in the re- production, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disk, digital down- loads, other miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the "Recordings", and individually, a "Recordings") worldwide for up to the pressing or selling a total ofcopies of such Recordings or any combination of such Recordings, condition upon the payment to the Licensor a sum ofreceipt of which is confirmed. Additionally licensor shall be permitted to distribute unlimited free internet downloads or streams for non-profit and non-commercial use. This license allows up to 500,000. Monetized audio streams to sites like (Spotify, RDIO, Rhapsody and Co).

3. Performance Rights. The Licensor here by grants to Licensee a non-exclusive license to use the Master Recording in Unlimited profitable performances, shows, or concerts.

4. Synchronization Rights. The Licensor hereby grants limited synchronization rights for one (1) music video streamed online (Youtube, Vimeo, etc..) for up to 500000 non-monetized video streams on all total sites. A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.

5. Broadcast Rights. The Licensor hereby grants to Licensee a non-exclusive license to broadcast or air the Master Recording in two (2) radio stations through two (2) station channels, respectively. The Licensee shall not be permitted to receive compensation for such broadcasting.

6. Credit. Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats under the name of Jackie Romeu (Insynthesia Music Productions/Insynth Music ("Songwriter")) "in writing where possible and vocally otherwise.

7. Indemnification. Accordingly, Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, expenses, including, without limitation, reasonable attorney's fees, arising of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder.

8. Audio Samples. 3rd party sample clearance is the responsibility of the licensee.

9. Governing Law. This License is governed by and shall be construed under the law of The United Kingdom, without regard to the conflicts of laws principles thereof.

10. Terms. Executed by the Licensor and the Licensee, to be effective as for all purposes as of the Effective Date first mentioned above and shall terminate exactly ten (10) years from this date.

DELIVERY OF THE BEAT The Seller shall deliver the Beat in an untagged master MP3 file + an untagged master WAV file + tracked out WAV files.

ACCEPTANCE OF THIS AGREEMENT:

By affixing their signatures below, the parties agree to be mutually bound by the terms of this Agreement.

Name of Beat

Buyer signature:

Date _____

Address _____

Buyer's Printed Name _____

Buyer's AKA(s) _____

Buyer's record label _____

Seller signature _____

Date: _____

