Exclusive License Agreement

THIS LICENSE AGREEMENT is made on **[Date]** ("Effective Date") by and between **[CLIENT'S NAME].** (hereinafter referred to as the "Client"), and **Thembalethu K. Rampete.** (hereinafter referred to as the "Producer"). Producer warrants that it controls the mechanical rights in and to the copyrighted musical work entitled **[BEAT TITLE]** ("Composition") as of and prior to the date first written above. The Composition, including the music thereof, was composed by **Thembalethu Kananelo Rampete**, who is professionally known as **Plussouth**.

Both parties hereby agree as follows.

1. COMPENSATION

As a full and final consideration for Producer's services and for all rights granted in the Agreement and hereunder, including without limitation the rights granted under Section 6 hereinbelow, Client shall pay to Producer: (I) the recoupable advance as set forth in Section 2 hereinbelow; and (II) the Producer royalty set forth in Section 3 hereinbelow.

2. ADVANCE

Client shall pay Producer, as a recoupable advance against Producer Royalties that may become due hereunder, the sum of **$1200** (the "Advance").

3. ROYALTIES

(a) Client shall pay the producer a royalty on all exploitations of Master, including without limitation net profits (defined below) of full-priced top-line Albums (including without limitation EPs) embodying the Master at a basic rate of three per cent (3%) of the retail base price or the equivalent purchase price to dealers of such Albums or EPs (the "Producer Royalty"). The basic rate shall be prorated based on a fraction, the numerator of which shall be the total number of Master recorded hereunder and embodied on the Album or EP and the denominator of which is the total number of royalty-bearing master recordings (including the Master) embodied on such phonorecord. Net Profits shall be defined as follows: "Gross Income" as defined below, minus "Expenses", as defined below.

- Gross Income shall be any and all income monies received by Client from the exploitation of the Song, including from sale, license, assignment, lease, or rental of the Song or any other use thereof, including sale or license of phonorecords in any media now known or hereinafter developed throughout the world for as long as Client receives income from such exploitation.

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- Expenses shall mean any actual recording costs paid by Client, except the royalty payable to Producer hereunder, including without limitation fees to session musicians, engineers, mixing, mastering, sample and clearance costs, and the Advance. Basically, the Producer will receive 3% of gross income from the exploitation of his Instrumental, minus production costs and Advance.

(b) If the Master embody any composition that is wholly or partly written, owned or controlled by Producer or any person or entity in which Producer has a direct or indirect interest, (a "Controlled Composition"), then Producer hereby grants to Client and Client's assignees, in perpetuity a license to exploit any such Controlled Composition in all forms and configurations of phonorecords and audiovisual recordings in any and all media in connection with such Master. In consideration for the license to reproduce such Controlled Compositions mechanically, Client shall pay to Producer a so-called "mechanical royalty" for net sales of the applicable Album (or Master as the case may be) embodying such Controlled Composition equal to the minimum statutory rate applicable to the use of musical compositions on audio recordings under the United States copyright law effective on the date hereof. Mechanical royalties payable in connection with any such Controlled Compositions will otherwise be accounted for, calculated and paid on the same basis (e.g., reductions, deductions, prorations, non-payments, etc.) Both Client and Producer agreed upon executing the split-sheet, attached hereto as "Split-Sheet," accordingly to agreements made prior to this agreement.

4. TERM

The term of this Agreement shall commence as of the date hereof and shall continue until either party terminates the Agreement upon thirty (30) days' notice to the other party of valid breaching of the agreement.

5. NOTICE OF OUTSTANDING CLIENTS

The Client hereby understands that the underlying musical composition produced/created by Producer that make up part of the whole of the Master ("musical composition") may have been non-exclusively licensed by other third-parties. Also, that those licenses will remain

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valid for the remainder of their licensing terms, even after the induction of this agreement. Producer agrees to completely refrain from licensing Beats, whether non-exclusively or exclusively, to any other third-party upon the execution of this agreement, along with compensation paid to Producer by Client outlined in this agreement. Client indemnifies and holds Producer harmless for any damaging circumstances caused by the exploitation of the "musical composition" by any prior third-party non-exclusive Client of the musical Composition.

6. GRANT OF RIGHTS

(a) Master shall be the sole property of Client throughout the universe, free from any claims whatsoever by Producer, with the exception of Producer's right to jointly claim copyright authorship of the underlying musical compositions, alongside any other parties listed as "writers" in Split-Sheet A; and Client shall have the exclusive right to copyright such Master (as "sound recordings") in his/her name as the owner and author thereof and to secure any and all renewals and extensions of such copyrights.

(b) Without limiting the generality of the foregoing, Client and any person authorized by the Client shall have the unlimited exclusive right, throughout the universe, to manufacture records by any method, now or hereafter known, be it physical or digital, derived from the musical composition made hereunder, and to sell, market, transfer or otherwise deal in the same, under any trademarks, trade names and labels, or to refrain from such manufacture, sale and dealing. Such rights shall exist for the duration of the copyrights in such records.

(c) Client and Distributor have the exclusive right to distribute the Master directly to consumers by means of any and all media, including, without limitation, by means of electronic transmissions. Note that it applies only to the recording, not to the underlying musical composition. So, since the Producer contributed to creating the Master by composing the musical composition, he retains his ownership of that part contained in the recording.

(d) Client and any Person authorized by Client each shall have the exclusive right throughout the universe, and may grant to others the right, to reproduce, print, publish, or disseminate in any medium Producer's name, portraits, pictures, likenesses and biographical material as news or information, or for the purposes of trade, or for advertising purposes in connection with Master hereunder. During the Term of this Agreement, neither Client nor the Producer shall authorize any Party other than Client to use the Producer name or likeness in connection with the advertising or sale of Master. As used in this Agreement, "name" shall include, without limitation, any professional names.

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7. ACCOUNTING AND PAYMENT Client shall account to Producer on a semi-annual basis starting December 31st of the year of the induction of this agreement, and continue so long as Net Profits are earned, by furnishing statements and any payments due to Producer after deduction of permissible Expenses. Each such accounting statement shall include a description of any transaction subject to this Client's Initials Agreement including the identification of any third party, the amount paid and the nature of the products and/or services for which payment was made. Each such accounting statement shall cover all relevant transactions for the immediately preceding semi-annual period.

8. AUDIT

(a) Producer shall have the right, at any time, to give Client written notice of Producer's intention to examine Client's books and records with respect to each royalty statement. Such examination shall occur no more than twice each year and be commenced no sooner than one (1) month and no later than three (3) months after the date of such notice, at Producer's sole cost and expense. Such examination shall be made during Client's usual business hours at the place where Client maintains the books and records which relate to Producer, and which are necessary to verify the accuracy of the statement or statements specified in Producer's notice to Client.

(b) Producer acknowledges that Client's books and records contain confidential trade information. Neither Producer nor Producer's representatives will communicate to others, or use on behalf of any other person, any facts or information obtained as a result of such examination of Client's books and records, except as may be required by law or judicial Decree.

9. LEGAL COUNSEL

Client hereby acknowledges that he has sought and received legal advice from independent counsel or that he has voluntarily waived his right to independent counsel with respect to the terms and provision contained in this Agreement.

10. NOTICES

Notices, reports, accounting or other communication which the Producer or the Client may be required or desire to send to the other, must be delivered EITHER by (a) Certified mail, return receipt requested to the parties at the addresses first written above or other address to be designated by Producer or Clients

(b) Electronic mail at the following addresses: (i) for Client: **[CLIENT'S EMAIL ADDRESS]** (ii) for Producer: [Info@plussouth.store]

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11. ENFORCEMENT

If any provision of this Agreement shall be found invalid or unenforceable, then such provision shall not invalidate or in any way affect the enforceability of the remainder of this Agreement.

12. WARRANTIES AND REPRESENTATIONS

Producer hereby agrees that he has the right to enter into this Agreement. He further warrants that no material contributed by him to the Instrumental violates any rights of any third party, and more specifically that he has not used any samples of any other copyright work without the express prior written permission of the Client.

13. INDEMNIFICATION

Producer hereby agrees to and does indemnify, save, and hold Client harmless from all damages, liabilities, costs, losses and expenses (including legal costs and reasonable attorney's fees) arising out of or connected with any claim, demand, or action by a third party which is inconsistent with any of the warranties, representations, or covenants made by Producer in this Agreement. Producer agrees to reimburse Client, on demand, for any payment made by Client or Client's designee(s) at any time with respect to any such damage, liability, cost, loss or expense to which the foregoing indemnity applies.

ACCEPTED AND AGREED:

_____ Date:

[CLIENT'S NAME] (or Authorized Signatory for Client, if applicable)



_____Date:

Thembalethu K. Rampete (Plussouth)

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