

AFROSYNC MUSIC LICENSE AGREEMENT

Contract Title: Music Synchronization License Agreement

Effective Date: November 15, 2025

Contract ID: AS-ML-2025-0847

PARTIES

LICENSOR (Musician/Artist):

Name: Chinedu Okafor (professionally known as "ChiBeats")
Address: 23 Admiralty Way, Lekki Phase 1, Lagos State, Nigeria
Phone: +234 802 456 7890
Email: chibeats.official@gmail.com
BVN: 22345678901

LICENSEE (Producer/Film Company):

Name: Nollywood Dreams Productions Limited
Address: 15 Isaac John Street, Ikeja GRA, Lagos State, Nigeria
Phone: +234 803 123 4567
Email: licensing@nollywooddreams.ng
RC Number: RC 1234567
Contact Person: Adaora Okechukwu (Producer)

RECITALS

This Agreement is made on November 15, 2025, between ChiBeats (Licensor) and Nollywood Dreams Productions Limited (Licensee). Licensor owns certain rights in the musical work described below and grants Licensee a license to use that work under the terms set forth herein.

1. DEFINITIONS

Term	Definition
Musical Work	"Lagos Nights" (3 minutes, 45 seconds) - original instrumental composition including sound recording, underlying musical composition, and all related elements
Territory	Federal Republic of Nigeria and all streaming platforms accessible within Nigeria
Term	From November 15, 2025 to November 14, 2030 (Five years)
License Type	Non-exclusive synchronization license

Term	Definition
Rights Granted	Synchronization, reproduction, distribution, public performance via film exhibition, streaming platforms (Netflix, Amazon Prime, iROKOTv, YouTube), and promotional materials
Project	Feature film titled "Heart of Lagos" - romantic drama, estimated 120-minute runtime
Royalty/Fee	One-time synchronization fee: ₦150,000 (One Hundred and Fifty Thousand Naira)

2. GRANT OF RIGHTS

Licensors hereby grants Licensee the following rights:

License Type: Non-exclusive synchronization license

Rights Granted:

- Synchronize the Musical Work with visual images in the Project
- Reproduce and distribute the Project containing the Musical Work
- Publicly perform the Project containing the Musical Work
- Stream the Project on digital platforms within the Territory
- Use the Musical Work in promotional materials, trailers, and marketing content for the Project

Term: Five (5) years from the Effective Date

Territory: Nigeria and Nigerian-accessible streaming platforms

Exclusivity: Non-exclusive (Licensor retains right to license to other parties)

3. PAYMENT & ROYALTY TERMS

Upfront Fee: ₦150,000 (One Hundred and Fifty Thousand Naira), payable within 14 days of execution of this Agreement.

Payment Schedule: Full payment due by November 29, 2025

Payment Method: Bank transfer to:

Account Name: Chinedu Okafor

Account Number: 2087654321

Bank: Guaranty Trust Bank (GTBank)

Sort Code: 058152036

Late Payment: Interest at 5% per month on overdue amounts after 30 days from due date.

No Additional Royalties: This is a one-time "buy-out" fee with no ongoing royalty obligations.

Audit Rights: Not applicable for one-time fee structure.

4. OWNERSHIP, WARRANTIES & REPRESENTATIONS

Licensor represents and warrants that:

- Licensor is the sole owner of the Musical Work and has full authority to grant the rights herein
- The Musical Work is original and does not infringe upon any third party's copyrights, trademarks, or other intellectual property rights
- The Musical Work was created through lawful means and Licensor has obtained all necessary permissions from any collaborators or session musicians
- Licensor has registered the work with the Musical Copyright Society Nigeria (MCSN) under registration number MCSN-2024-7823

Licensee represents that the Project will be used for legitimate entertainment purposes and will comply with all applicable Nigerian broadcasting and content regulations.

5. MODIFICATIONS & APPROVALS

Licensee may make the following modifications without additional approval:

- Edit length for synchronization purposes (minimum 30 seconds, maximum full track)
- Adjust volume levels and audio mixing to fit Project requirements
- Apply standard audio post-production techniques

Prohibited Modifications: Licensee may NOT:

- Change the fundamental melody or musical structure
- Add lyrics or vocal elements
- Create derivative remixes or extended versions
- Use portions of the track in other projects

Any modifications beyond the permitted scope require Licensor's prior written consent.

6. CREDIT, ATTRIBUTION & MORAL RIGHTS

Credit Requirements: Licensee shall provide credit in the following formats:

End Credits: "Music: 'Lagos Nights' by ChiBeats"

Marketing Materials: Where music credits are provided, include "Original Music by ChiBeats"

Digital Platforms: Include in metadata and description where technically feasible

Moral Rights: Licensor retains moral rights as provided under Nigerian Copyright Act. Licensee agrees not to use the Musical Work in a manner that would be prejudicial to Licensor's honor or reputation.

7. TERMINATION

This Agreement may be terminated:

Material Breach: By either Party upon 30 days written notice if the other Party materially breaches any term and fails to cure such breach within the notice period.

Insolvency: By Licensor immediately if Licensee becomes insolvent or fails to make required payment within 60 days of due date.

Effect of Termination: Upon termination, Licensee must cease distribution of new copies of the Project but may continue to distribute existing copies already in circulation or committed to distributors.

Outstanding Payments: All unpaid fees become immediately due upon termination.

8. GOVERNING LAW & DISPUTE RESOLUTION

Governing Law: This Agreement shall be governed by the laws of the Federal Republic of Nigeria.

Jurisdiction: Lagos State High Court, Lagos Judicial Division

Dispute Resolution: The Parties agree to first attempt resolution through good faith negotiations. If unsuccessful within 30 days, disputes shall be resolved through binding arbitration under the Lagos Court of Arbitration Rules.

Language: All proceedings shall be conducted in English.

9. MISCELLANEOUS

Transferability: Licensee may assign this Agreement to distributors or streaming platforms as necessary for Project distribution. Licensor may not assign without Licensee's written consent.

Entire Agreement: This Agreement constitutes the complete agreement between the Parties and supersedes all prior negotiations, representations, or agreements.

Amendment: Any amendments must be in writing and signed by both Parties.

Notices:

- To Licensor: chibeats.official@gmail.com and 23 Admiralty Way, Lekki Phase 1, Lagos
- To Licensee: licensing@nollywooddreams.ng and 15 Isaac John Street, Ikeja GRA, Lagos

Severability: If any provision is found invalid or unenforceable, the remainder of the Agreement remains in full effect.

Force Majeure: Neither Party shall be liable for delays due to circumstances beyond reasonable control, including but not limited to natural disasters, government actions, or internet service disruptions.

Currency: All amounts are in Nigerian Naira. Exchange rate conversions, if needed, shall use Central Bank of Nigeria official rates.

SIGNATURES

LICENSOR:

Name: Chinedu Okafor (ChiBeats)

Signature: _____

Date: November 15, 2025

Witness: Kemi Adebayo

Witness Signature: _____

LICENSEE:

Company: Nollywood Dreams Productions Limited

Signatory: Adaora Okechukwu (Producer)

Signature: _____

Date: November 15, 2025

Company Seal: [SEAL]

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