

EXCLUSIVE RIGHTS AGREEMENT

This Agreement is made and entered into on November 02, 2024, by and between:

Katie () (Artist/Composer)

AND

Brian McClain

(Licensee)

1. Grant of Exclusive Rights

The Artist/Composer hereby grants the Licensee exclusive rights to use, reproduce, distribute, publicly perform, and create derivative works based on the following musical works _____ :

Title of Compositions: 1.__better on my own__, 2._Heart on the line__3. _Love me for me____4. __safe in your arm__5. __caught in your love__6. __wrapped in your love__7. __Amanda____8. _____

Durations: 1.__ , 2. __3.__ etc

Composer(s): Kate

Producer(s): Kate

The Licensee, Brian McClain, has the exclusive right to commercially exploit the Composition in any media format worldwide, including digital, physical, and streaming platforms.

2. Term

This exclusive rights agreement will remain in effect for an indefinite term, commencing on November 02, 2024, unless terminated earlier under the provisions

of this agreement.

3. Territory

The exclusive rights granted under this agreement will apply worldwide.

4. Payment Acknowledgment

The Artist/Composer acknowledges receipt of the one-time fee of \$_1000___ from the Licensee, Brian McClain, on November 02, 2024.

Payment Method: The payment was received via Fiverr.

Transaction ID: #_____

5. Royalties

The Artist/Composer acknowledges that there shall be no royalties earned from the use, sale, or distribution of the Composition. The Licensee, Brian McClain, shall have the exclusive rights to commercially exploit the Composition without any obligation to pay royalties to the Artist/Composer.

6. Warranties and Representations

The Artist/Composer, Philips, warrants that they are the sole owner of the Composition and have the full legal right to grant the Licensee, Brian McClain, exclusive rights.

The Composition is original and does not infringe on the rights of any third party.

The Licensee agrees to use the Composition in accordance with all applicable laws

and regulations.

B

Profile Image

brianmclain551

Nov 02, 2024, 9:08 PM

7. Termination:

Either party may terminate this agreement for cause, including but not limited to a breach of the terms herein, with written notice provided to the other party. The notice must specify the nature of the breach and allow a reasonable period for the breaching party to cure the breach.

8. Indemnification

The Artist/Composer agrees to indemnify and hold the Licensee harmless from any claims, damages, or liabilities arising from a breach of this agreement or the infringement of any third-party rights.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Country of Nigeria, without regard to its conflict of law principles.

10. Entire Agreement

This agreement constitutes the entire understanding between the Parties regarding

the Composition. Any amendments must be in writing by both Parties.

11. Signatures

Artist/Composer:

Name: Kate

katesounds

Date: November 02, 2024

Licensee:

Name: Brian McClain

Date: November 02