



EXCLUSIVE ASSIGNMENT AGREEMENT

EXCLUSIVE LICENSE FOR BEATS

HØME RECORDS

I. CONTRACTING PARTIES

This EXCLUSIVE ASSIGNMENT AGREEMENT OF COPYRIGHTS OVER BEATS, hereinafter referred to as “THE AGREEMENT”, is entered into, on the one hand, by HØME RECORDS, identified by its trade name written with the distinctive symbol “Ø”, in its capacity as music producer, creator, original holder, and legitimate owner of the economic and moral rights over instrumental musical compositions commonly known as beats, hereinafter referred to as “THE ASSIGNOR”; and, on the other hand, by THE ACQUIRING USER, whether a natural or legal person, who acquires the economic rights through the digital platform operated by THE ASSIGNOR, hereinafter referred to as “THE ASSIGNEE”, in accordance with the terms and conditions set forth in this legal instrument.

This Agreement shall be deemed executed at the moment THE ASSIGNEE expresses electronic consent by expressly accepting the corresponding terms, such act constituting an unequivocal manifestation of will and legally valid consent.

II. DECLARATIONS

A) THE ASSIGNOR declares that:

1. It is an entity professionally engaged in the creation, production, editing, administration, and commercialization of original instrumental musical compositions.
2. It is the full, legitimate, and original holder of the economic and moral copyrights over the beats offered to the public for assignment or licensing.
3. It has sufficient legal capacity to enter into this Agreement and grant the assignment of economic rights in accordance with applicable Mexican legislation.
4. The beats subject to this Agreement constitute original works protected by the Federal Copyright Law and other applicable legal provisions.

5. It operates and commercializes its musical productions under the brand **HØME RECORDS**, which is duly identified on its digital platform.
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B) THE ASSIGNEE declares that:

1. They are over eighteen (18) years of age at the time of purchase and acceptance of the exclusive assignment.
 2. They have sufficient legal capacity to be bound by the terms of this Agreement.
 3. They have had prior, clear, complete, and sufficient access to all information related to the acquired beat and the rights transferred.
 4. They acknowledge that this Agreement is a contract of adhesion entered into by electronic means, in accordance with applicable legislation.
 5. They expressly consent by checking the digital box stating:
"I confirm that I am over 18 years old and accept the Terms and Conditions and the Privacy Policy."
 6. They acknowledge that such acceptance constitutes a valid electronic signature, express consent, and full acceptance of all clauses of this Agreement.
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C) Both parties declare that:

1. They recognize the **legal validity** of consent granted by electronic means and of the electronic signatures used.
 2. They agree to be bound in accordance with the **terms and conditions** set forth in this Agreement.
 3. They expressly submit to the **legislation and jurisdiction of the State of Querétaro, Mexico**, without prejudice to applicable international treaties on copyright matters.
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III. DEFINITIONS

For the purposes of this Agreement, the following terms shall have the meanings set forth below:

- **Beat:** Original instrumental musical composition created and produced by THE ASSIGNOR, subject of this assignment.
 - **Exclusive Assignment:** Total, definitive, irrevocable, and universal transfer of the economic copyrights over the beat, granted by THE ASSIGNOR in favor of THE ASSIGNEE, with permanent removal of the beat from the commercial catalog of HØME RECORDS.
 - **Derivative Work:** Any song, recording, phonogram, or audiovisual production that incorporates the beat in whole or in part, in its original or modified version.
 - **Digital Platforms:** Streaming services, social networks, music stores, video platforms, or any current or future digital medium through which the beat or the derivative work may be distributed or exploited.
 - **Commercial Use:** Any use of the beat or derivative work that generates direct or indirect income, without temporal, territorial, or format limitations.
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IV. CLAUSES

FIRST. PURPOSE OF THE AGREEMENT

Through this Agreement, HØME RECORDS, in its capacity as original holder of the economic and moral rights over the beats it produces (hereinafter, **THE ASSIGNOR**), **ASSIGNS IN A TOTAL, DEFINITIVE, IRREVOCABLE, AND UNIVERSAL MANNER** in favor of **THE ASSIGNEE** all economic copyrights corresponding thereto over the beat acquired through its digital platform, including, by way of example but not limitation, the rights of reproduction, distribution, public communication, synchronization, adaptation, and transformation.

This assignment grants **THE ASSIGNEE** full and exclusive ownership over the beat, allowing its economic and commercial exploitation in any format, medium, or territory, without temporal or territorial restriction.

From the delivery of the corresponding digital files and verification of full payment, **THE ASSIGNEE** acquires legal ownership of the beat and may dispose of it at their discretion, whether as an independent work or incorporated into derivative works, phonograms, audiovisual productions, or any type of physical or digital medium.

THE ASSIGNOR retains only the moral rights of authorship, which are inalienable and non-waivable pursuant to the Federal Copyright Law, limited to authorship and integrity of the work.

SECOND. SCOPE OF THE ASSIGNED RIGHTS

The total assignment agreed herein includes all economic rights recognized by Mexican legislation and applicable international intellectual property treaties, including, but not limited to, the following:

- a) **Right of reproduction**, allowing THE ASSIGNEE to copy, fix, duplicate, or store the beat on any known or future medium, whether physical, digital, or cloud-based.
- b) **Right of distribution**, allowing the beat or any derivative work incorporating it to be made available to the public through sale, lease, loan, or any other means.
- c) **Right of public communication**, allowing THE ASSIGNEE to reproduce or disseminate the beat by any transmission or broadcasting means, including television, radio, cinema, internet, digital platforms, social networks, or streaming services.
- d) **Right of synchronization**, authorizing the use of the beat together with images, animations, films, series, video games, advertising campaigns, or audiovisual works.
- e) **Right of transformation**, including the right to adapt, remix, modify, edit, or incorporate the beat into new works, versions, or phonograms.
- f) **Right of sublicensing and transfer**, allowing THE ASSIGNEE to assign, sell, or license the beat to third parties without requiring further authorization from THE ASSIGNOR.

The assignment is exclusive and perpetual, covering all current and future uses of the work in any country, format, medium, or existing or future technology.

THIRD. REMOVAL FROM CATALOG, WARRANTY OF OWNERSHIP AND ORIGINALITY

THE ASSIGNOR expressly undertakes to immediately and permanently remove the beat subject of this assignment from its commercial catalog, website, social networks, databases, distribution platforms, or any other sales or promotional channel, guaranteeing that it will not again offer, license, or transfer said beat to any third party.

THE ASSIGNOR declares under oath that:

- a) The assigned beat is an original work, created entirely by them or under their direction, without incorporating third-party material without authorization.
- b) They are the sole and legitimate holder of the economic rights over the work.
- c) The work does not infringe copyrights, trademarks, stage names, or any other intellectual property rights of third parties.

In the event of any claim, lawsuit, or judicial or administrative proceeding related to ownership or use of the beat prior to the date of assignment, **THE ASSIGNOR shall assume full responsibility and shall hold THE ASSIGNEE harmless, covering any expenses, costs, damages, and legal fees that may arise.**

FOURTH. CONSIDERATION, DELIVERY, AND EFFECTS OF THE ASSIGNMENT

The parties acknowledge that the amount paid by **THE ASSIGNEE** at the time of purchase constitutes the total, single, indivisible, and final price of the economic assignment granted under this Agreement.

Once payment has been made and the corresponding digital files delivered (in WAV, MP3, and stems formats, subject to availability), **THE ASSIGNOR** acknowledges having fully, completely, and satisfactorily complied with all contractual obligations.

Delivery of the digital files shall be deemed full performance of **THE ASSIGNOR**'s obligation and perfection of the assignment, granting **THE ASSIGNEE** full legal ownership of the economic rights over the beat.

From that moment on, **THE ASSIGNOR** expressly and irrevocably waives any present or future economic right over the beat, including royalties, participations, licenses, synchronizations, neighboring rights, or any other form of compensation derived from its exploitation.

THE ASSIGNEE may register the assignment with the **National Copyright Institute (INDAUTOR)** or any competent authority or collective management organization, this Agreement being sufficient legal title to prove transfer of ownership.

Digital delivery of the beat shall be understood as a definitive act of transfer of economic rights, with no reservation of ownership by **THE ASSIGNOR**.

FIFTH. RECOGNITION OF AUTHORSHIP AND MORAL RIGHTS

THE ASSIGNOR retains, exclusively and non-transferably, **the moral rights** recognized in **Title IV of the Federal Copyright Law**, including the **rights of authorship and integrity** of the work. These rights are inalienable, imprescriptible, and non-waivable, and shall subsist perpetually in favor of **THE ASSIGNOR**, even after completion of the economic assignment.

Notwithstanding the foregoing, **THE ASSIGNOR** expressly authorizes **THE ASSIGNEE** to make any modifications, edits, adaptations, mixes, cuts, arrangements, or transformations deemed necessary for commercial exploitation of the beat, as well as to incorporate it into derivative works or synchronize it with audiovisual or phonographic productions, provided that such acts do not harm the honor, reputation, or professional prestige of the original creator.

THE ASSIGNEE may freely register and exploit the beat or any derivative work incorporating it as part of their personal, professional, or business catalog, including the possibility of sublicensing, transferring, or selling it to third parties without additional authorization.

For official registration or legal accreditation purposes, the following credit must be acknowledged:

“Beat originally produced by HØME RECORDS.”

This reference does not imply an obligation of visible commercial credit in publications, releases, covers, or platforms, unless expressly agreed otherwise by the parties.

SIXTH. LIABILITY, INDEMNIFICATION, AND HOLD HARMLESS

From the date of assignment, **THE ASSIGNEE** assumes full legal, civil, commercial, and administrative responsibility for the use, reproduction, distribution, synchronization, public communication, or any form of exploitation of the beat, as well as for any derivative works resulting therefrom.

THE ASSIGNEE agrees to hold **THE ASSIGNOR** harmless from any claim, lawsuit, complaint, administrative or judicial proceeding arising directly or indirectly from:

- a) Use of the beat or derivative work in illegal, inappropriate, or unlawful contexts.
- b) Commercial exploitation by third parties through sublicenses or secondary assignments.
- c) Infringement of third-party rights in additional materials incorporated by **THE ASSIGNEE** (lyrics, vocals, images, audiovisuals, etc.).
- d) Breach of tax, labor, or contractual obligations associated with use of the beat.

THE ASSIGNOR guarantees that the beat is an original work free of any legal conflict or third-party claims prior to the assignment date. Any prior claim shall be fully assumed by **THE ASSIGNOR**, releasing **THE ASSIGNEE** from any related obligation or cost.

Any expense, fine, sanction, indemnity, or legal fee arising from acts or omissions attributable to either party shall be borne exclusively by the party responsible for the damage.

SEVENTH. LIMITATION OF LIABILITY

The parties expressly acknowledge that, once the assignment has been completed and the files delivered, **THE ASSIGNOR’s** liability toward **THE ASSIGNEE** shall be strictly limited to the amount actually paid for acquisition of the beat.

Under no circumstances shall **THE ASSIGNOR** be liable for:

- a) Indirect, incidental, or consequential economic losses.
- b) Account termination or content demonetization on digital platforms.
- c) Lack of commercial success, audience loss, reputation damage, or loss of benefits.
- d) Automated claims by content management systems (Content ID or similar).

THE ASSIGNOR does not guarantee that exploitation of the beat will generate economic benefits, artistic recognition, media exposure, or public acceptance.

This limitation shall not apply in cases of willful misconduct, fraud, or proven falsity directly attributable to **THE ASSIGNOR**.

EIGHTH. ELECTRONIC ACCEPTANCE, SIGNATURE, AND CONTRACTUAL VALIDITY

The parties expressly acknowledge that this Agreement is entered into by electronic means and that acceptance by **THE ASSIGNEE** at the time of purchase through the **HØME RECORDS** digital platform constitutes express manifestation of will, full consent, and valid electronic signature, in accordance with the Mexican Commercial Code and the Advanced Electronic Signature Law.

Such electronic acceptance grants this Agreement full legal validity and enforceability, equivalent to a handwritten signature, and evidences that **THE ASSIGNEE** has read, understood, and fully accepted all its clauses.

All communications, payment confirmations, electronic receipts, and digital records issued by the platform shall form an integral part of this Agreement and may be used as legally valid evidence in any administrative or judicial proceeding.

NINTH. TERM AND PERFORMANCE

This assignment shall have indefinite term and perpetual effects, and **THE ASSIGNEE** shall acquire full ownership of the economic rights over the beat from the moment of digital delivery.

Such term does not imply transfer of moral rights, which shall remain at all times in favor of **THE ASSIGNOR** pursuant to the Federal Copyright Law.

THE ASSIGNEE may freely exercise the acquired economic rights, including reproduction, distribution, synchronization, public communication, adaptation, or transformation, without further authorization.

Contractual obligations shall remain in force until full performance, and any breach may give rise to legal action under applicable law.

TENTH. IRREVERSIBILITY, REMOVAL FROM CATALOG, AND NO REFUND

THE ASSIGNEE expressly acknowledges and accepts that this assignment is total, definitive, irrevocable, and universal, implying immediate and permanent removal of the beat from **THE ASSIGNOR's** commercial catalog.

Accordingly, **THE ASSIGNOR** waives any right to resell, license, or exploit the beat in the future and undertakes not to offer it again through any medium or platform.

Once digital delivery is completed and payment verified, **THE ASSIGNOR** shall have fully complied with its contractual obligations, and **THE ASSIGNEE** shall acquire full ownership of the beat without temporal or territorial limitation.

Due to the digital and intangible nature of the product, the assignment is non-refundable

under any circumstances, except in proven cases of fraud or serious technical error directly attributable to **THE ASSIGNOR**.

No refunds shall be granted due to change of mind, lack of use, unsatisfactory commercial results, modified release strategies, third-party conflicts, or any circumstance unrelated to **THE ASSIGNOR's** direct performance.

ELEVENTH. REVOCATION FOR MATERIAL BREACH

THE ASSIGNOR may revoke the assignment immediately and unilaterally only in the event that **THE ASSIGNEE** commits a material breach of the obligations established herein, particularly when such breach affects the author's moral rights or violates the law.

Material breach shall include, among others:

- a) Alteration of the beat in a manner that damages the reputation, integrity, or artistic prestige of **THE ASSIGNOR**.
- b) Use of the beat or derivative work in illegal, discriminatory, or public order-violating activities.
- c) Falsification or misleading use of the author's identity.

Upon justified revocation, **THE ASSIGNEE** shall immediately lose the acquired rights without entitlement to any refund and shall be required to cease exploitation and remove the derivative work from all platforms.

Revocation shall not release **THE ASSIGNEE** from legal or economic liabilities incurred prior to notice thereof.

TWELFTH. MODIFICATIONS, NOTICES, AND COMMUNICATIONS

THE ASSIGNOR reserves the right to modify policies and conditions applicable to future assignments or contracts, without affecting rights already acquired under this Agreement.

All notices or communications shall be made electronically, either via the email registered by **THE ASSIGNEE** or through the digital platform used for purchase.

Any communication sent from **HØME RECORDS'** official address shall be presumed validly received unless returned due to server error or non-existent address.

Electronic means are recognized as valid and sufficient for notices, acceptance, and document delivery, with the same legal effects as physical instruments.

THIRTEENTH. LIMITATION OF LIABILITY

The parties expressly agree that **THE ASSIGNOR's** total liability under any cause shall be strictly limited to the amount paid by **THE ASSIGNEE** for the assignment.

THE ASSIGNOR shall not be liable for indirect, incidental, special, or consequential damages, lost profits, loss of benefits, or contract cancellations resulting from use of the beat.

No guarantees are provided regarding commercial results, public acceptance, economic performance, or absence of automated copyright claims by platforms or distributors.

FOURTEENTH. GOVERNING LAW, JURISDICTION, INTERPRETATION, AND ENTIRE AGREEMENT

This Agreement shall be governed and interpreted in accordance with the laws of the **State of Querétaro, Mexico**, and applicable international copyright treaties, including the **Berne Convention and the treaties of the World Intellectual Property Organization (WIPO)**.

Prior to initiating any legal proceeding, the parties agree to attempt good-faith resolution through direct dialogue.

This Agreement constitutes the total, complete, and final **agreement between the parties**, superseding any prior verbal or written agreements.

Electronic acceptance by **THE ASSIGNEE** shall be equivalent in all legal respects to a **handwritten signature**, granting full **validity and enforceability under Mexican law**.