

This **Exclusive Rights** license agreement is made on **Sun, 31 Mar 2024** ("Effective Date") by and between **John Doe** (hereinafter referred to as the "Licensee") also, if applicable, professionally known as **JohnDoeMusic**, and **Guillermo Corvalan (Gillie)**. (hereinafter referred to as the "Licensor"). Licensor warrants that it controls the mechanical rights in and to the copyrighted musical work entitled **Track Title** ("Composition") as of and prior to the date first written above. The Composition, including the music thereof, was composed by **Guillermo Corvalan (Gillie)** ("Songwriter") managed under the Licensor.

**All licenses are non-refundable and non-transferable.**

#### **Master Use.**

The Licensor hereby grants to Licensee an exclusive license (this "License") to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording")

#### **Mechanical Rights.**

The Licensor hereby grants to Licensee an exclusive license to use Master Recording in the reproduction, duplication, manufacture, and distribution of phonograph records, cassette tapes, compact disk, digital downloads, other miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, the "Recordings", and individually, a "Recordings") worldwide for unlimited copies of such Recordings or any combination of such Recordings, condition upon the payment to the Licensor a sum of **three hundred point zero zero US DOLLARS ( {CURRENCY\_SYMBOL} 300.00)**, receipt of which is confirmed. Additionally licensee shall be permitted to distribute unlimited internet downloads for non-profit and non-commercial use.

#### **Performance Rights.**

The Licensor here by grants to Licensee an exclusive license to use the Master Recording in unlimited for-profit performances, shows, or concerts.

#### **Broadcast Rights.**

The Licensor hereby grants to Licensee an exclusive license to broadcast or air the Master Recording in unlimited amounts of radio stations.

#### **Credit.**

Licensee shall acknowledge the original authorship of the Composition and Production appropriately and reasonably in all media and performance formats under the name "Gillie" in writing where possible and vocally otherwise.

#### **Synchronization.**

Licensee may exploit and monetize from licensee's unique derived work(s) of composition for use on TV, Film, Video game or other synchronous projects. Licensee may represent other publishing owners of the original composition for exploitation and have full authority of granting non-exclusive license for synchronization use as long as credit and publishing information is provided to such agency.

#### **Consideration.**

In consideration for the rights granted under this agreement, Licensee shall pay to licensor the sum of **three hundred point zero zero US DOLLARS** ({CURRENCY\_SYMBOL}300.00) and other good and valuable consideration, payable to "**Guillermo Corvalan (Gillie)**", receipt of which is hereby acknowledged. If the Licensee fails to account to the Licensor, timely complete the payments provided for hereunder, or perform its other obligations hereunder, including having insufficient bank balance, the licensor shall have the right to terminate License upon written notice to the Licensee. Such termination shall render the recording, manufacture and/or distribution of Recordings for which monies have not been paid subject to and actionable infringements under applicable law, including, without limitation, the United States Copyright Act, as amended.

#### **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.

#### **Audio Samples.**

3rd party sample clearance is the responsibility of the licensee.

#### **Miscellaneous.**

This license is non-transferable and is limited to the Composition specified above.

#### **Governing Law.**

This License is governed by and shall be construed under the law of **Paraguay**, without regard to the conflicts of laws principles thereof.

- **John Doe**, owns **50%** of publishing rights.

- **Guillermo Corvalan**, owns **50%** of publishing rights. PRO: APA (Autores Paraguayos Asociados) IPI # 362718551