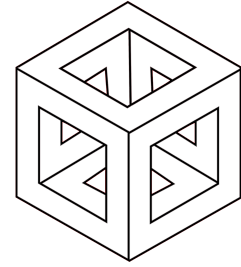


THE IN A BOX PROJECT

EXCLUSIVE LICENCE



This Exclusive Instrumental License Agreement (this “Agreement”), for the licensing of [the instrumental identified on the In A Box Records Checkout Page and receipt for the transaction, and stems for said instrumental if purchased] (the “Instrumental”) is a legal agreement between the party granting the license of the Instrumental (“Producer”) and the party receiving the license of the Instrumental (“Artist”), as such parties are so identified on the receipt for the transaction (the “Receipt”). Producer and Artist are each a “Party” and may be referred to herein collectively as the “Parties.” This Agreement is solely for the licensing of the Instrumental, as found on the In A Box Records website (“Project Library”).

1. LICENCE

1.1. **Producer hereby grants to Artist an exclusive go-forward license, throughout the universe, to use, reproduce, modify, distribute, publicly perform, in order to create one (1) derivative work from the Instrumental by incorporating a vocal melody and lyrics (“Meaningful Additions”) to the Instrumental (the Instrumental once combined with such Meaningful Additions, the “Derivative Work”) for public dissemination (the “License”). Notwithstanding the foregoing, Artist shall have no rights to exploit the Instrumental separate and apart from its inclusion in a Derivative Work as authorized hereunder. Artist is not permitted to distribute the Instrumental, other than to the extent the Instrumental is incorporated into a Derivative Work (and then subject to the terms of this Agreement).**

1.1.1. **The Instrumental may contain Third-Party IP (as defined in Section 5). If Third-Party IP is incorporated into the Instrumental, Artist’s rights to such Third-Party IP shall be no greater than those rights currently held by Producer. Therefore, although Artist’s rights to the Instrumental, taken as a whole, shall be exclusive, Artist’s rights to such Third-Party IP shall be non-exclusive.**

2. PRODUCER CREDIT

- 2.1. **Artist shall be required to provide attribution to Producer on all distributions of the Derivative Work by including “Produced by The In A Box Project” and “Co-written by The In A Box Project” in the “credits” or “personnel” sections attached to all distributions of the Derivative Work, including without limitation, in any liner notes and meta-data.**

3. PAYMENT

- 3.1. **In exchange for the License, Artist shall pay the fee (the “Fee”) set forth [on the In A Box Records Checkout Page and Receipt]. The Fee is non-negotiable, non-refundable and non-recoupable (including without limitation by being offset against any royalties that may become due). In addition, Artist shall register Producer as co-writer with a PRO (as defined below) in accordance with Section 4.1.1.**

4. OWNERSHIP AND REGISTRATIONS

- 4.1. **Other than as explicitly set forth herein, Producer shall continue to own all right, title, and interest in and to the master recording and composition of the Instrumental, and nothing herein shall constitute an assignment of any such rights. Subject to the terms of this Agreement, the composition of the Derivative Work, as well as any sound recordings of the Derivative Work created by Artist, shall be owned by Artist. For the avoidance of doubt, because Artist must make a Meaningful Additions in order for a Derivative Work to be created, any other manipulation of the Instrumental, or minor additions, shall not constitute the creation of a Derivative Work, and therefore any such creative material produced that does not constitute a Meaningful Addition shall be owned by Producer.**

- 4.1.1. **Economic Interest in Publishing Royalties. Notwithstanding the foregoing, if and when Artist registers the Derivative Work with a performance rights organization (each a “PRO”), Artist shall include Producer as a co-writer of the Derivative Work (or equivalent designation with the applicable PRO as necessary to document with the PRO that Producer shall be entitled to 50% of all amounts payable by the PRO to anyone, including Producer, or any other writers or publishers designated when registering with a PRO, with respect to the Derivative Work).**

- 4.1.2. **Rights Apart From Derivative Work. Following any termination of this License;**
 - (a) **Artist shall continue to own the Derivative Work. However, Artist shall not be able to enjoy any rights in the Derivative Work to the extent it continues to incorporate the Instrumental, as the Artist’s license to use the Instrumental shall have terminated.**

(b) Artist shall be able to continue using (and owning) all materials created by the Artist (including any additional original music or lyrics composed by Artist) that had been layered over the Instrumental, and under no circumstances shall such layered materials be deemed owned by Producer.

(c) Producer shall be free from any restrictions regarding its own enjoyment or ability to license the Instrumental.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

Producer represents, warrants, and covenants that: (i) Producer owns, or controls the copyright in the composition and master recording of the Instrumental, and that the Instrumental, as provided to Artist, does not infringe or misappropriate the intellectual property rights or any other rights of any third party; (ii) to the extent any third-party intellectual property (“Third-Party IP”) has been incorporated into the Instrumental, Producer has obtained all necessary rights from all applicable third-parties for (x) the inclusion of such Third-Party IP in the Instrumental and (y) Producer to be able to grant the rights to Artist contemplated herein with no consents required of, or any additional costs due to, any third party for any use of the Instrumental by Artist made in accordance with this Agreement; (iii) other than as set forth in this Agreement, there are no restrictions or limitations as to the use of the Instrumental by Artist; (iv) Producer is not a member of any union or guild in which membership would prevent Producer from granting the License or require Artist to become a signatory to the collective bargaining agreement of any union or guild; and (v) Producer has all right and authority to grant the License and enter into this Agreement.

6. INDEMNIFICATION

6.1. Producer will indemnify, defend, and hold harmless Artist and their respective officers, directors, members, managers, employees, and agents from and against any damages, losses, costs, expenses, and liabilities (including reasonable attorneys’ fees) incurred by such parties in connection with any third-party claim, action, or proceeding (collectively, “Losses”) based on or arising from Producer’s breach of any of the representations, warranties, or covenants of Section 5.

6.2. Artist will indemnify, defend, and hold harmless Producer and their respective officers, directors, members, managers, employees, and agents from and against any Losses based on or arising from any allegation that the Derivative Work infringes upon the intellectual property rights or other proprietary rights of any third party, other than to the extent such Losses are covered under Section 6.1 above.

7. TERMINATION

If either Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice, the other Party may terminate this Agreement. This Agreement (and the License) shall continue in perpetuity, unless terminated in accordance with this Section 7. Upon any termination or expiration of this Agreement, Section 3 (to the extent any Fee remains outstanding, provided such termination did not arise as a result of Producer's breach of this Agreement), Section 4, and Sections 6-8, shall survive.

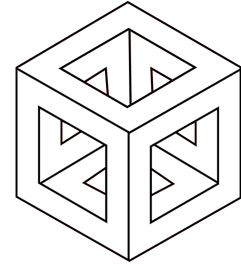
7.1. Following termination of this Agreement, Artist shall use reasonable efforts to remove the Derivative Work from any internet streaming websites or other avenues of publication, to the extent the ability to do so is within Artist's reasonable control. For the avoidance of doubt, any physical embodiment of the Derivative Work created and distributed during the term of this Agreement by or on behalf of Artist in accordance with this Agreement does not need to be recovered, destroyed, or otherwise reverse distributed upon the expiration or termination of this Agreement.

8. GENERAL

Neither Party may assign this Agreement without the prior, written consent of the other Party. This Agreement, forms the entire agreement between the Parties with respect to the Instrumental and overrides any and all prior agreements or negotiations between the Parties with respect to the Instrumental. No changes or modifications or waivers to this Agreement will be effective unless in writing and agreed to by both Parties (including via email). If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement remains in full force and effect and enforceable. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the United Kingdom, without reference to the choice of law rules thereof. Headings herein are for convenience of reference only and in no way affect the interpretation of the Agreement.

THE IN A BOX PROJECT

BUYOUT LICENCE



This Instrumental Buyout Purchase Agreement (this “Agreement”) is a legal agreement governing the sale of [the instrumental identified on the In A Box Records Checkout Page and receipt for the transaction, and the stems for said instrumental if purchased] (the “Instrumental”), between the party selling the Instrumental (“Producer”) and the party receiving [conditional] ownership of the Instrumental (“Artist”), as such parties are so identified on the receipt for the transaction (the “Receipt”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Producer and Artist hereby agree as follows:

1. PAYMENT

In full and complete consideration to Producer for entering into this Agreement, and for all rights transferred by Producer to Artist hereunder, Artist agrees to pay, and Producer agrees to accept, the fee set forth on the In A Box Records Checkout Page and Receipt (the “Fee”). The fee is non-refundable and non-recoupable.

2. OWNERSHIP

Producer hereby irrevocably assigns and transfers to Artist all of Producer’s rights, title and interest, in and to, the Instrumental, including, without limitation, all copyrights and any other intellectual property or proprietary rights embodied therein (the “Rights”). For the avoidance of doubt, the Rights includes all copyrights in both the Instrumental’s composition and any sound recordings thereof. Producer hereby irrevocably waives any and all of Producer’s moral rights with respect to the Instrumental. Although Artist shall have the right to use and exploit the Instrumental as set forth herein, Artist shall have no obligation to, nor does Artist make any warranty or representation that Artist shall, do so, or that Artist will produce, release, use, or distribute the Instrumental. The Rights shall include, without limitation, all copyrights, neighboring rights, trademarks, and any and all other ownership and exploitation rights in the Instrumental now or hereafter recognized in any and all territories and jurisdictions, including, without limitation, production, reproduction, distribution, adaptation, performance, fixation, rental and

lending rights, exhibition, broadcast, and all other rights of communication to the public, and the right to exploit the Instrumental throughout the universe in perpetuity in all media, markets, and languages and in any manner now known or hereafter devised.

2.1. The Instrumental may contain Third-Party IP (as defined in Section 4). If Third-Party IP is incorporated into the Instrumental, Artist's rights to such Third-Party IP shall be no greater than those rights currently held by Producer. Therefore, although Artist's rights to the Instrumental, taken as a whole, shall be exclusive, Artist's rights to such Third-Party IP shall be non-exclusive.

3. PRODUCER CREDIT

Artist shall have the right, but not the obligation, to use Producer's name, image, and likeness in connection with the Materials; provided that no such use shall endorse any product, service, or company. Any such attribution to Producer must be provided accurately and in the format "Produced by The In A Box Project".

4. REPRESENTATIONS AND WARRANTIES

Producer represents and warrants that: (i) the Instrumental does not infringe or misappropriate the intellectual property rights or any other rights of any third party; (ii) to the extent any third-party intellectual property ("Third-Party IP") has been incorporated into the Instrumental, Producer has obtained all necessary rights from all applicable third-parties for (x) the inclusion of such Third-Party IP in the Instrumental, and (y) Producer to be able to grant the rights to Artist contemplated herein with no consents required of, or any additional costs due to, any third party for any use of the Instrumental by Artist made in accordance with this Agreement; and (iii) there are no restrictions or limitations as to the use of the Instrumental by Artist or its successors, licensees, or designees in any and all media perpetually throughout the universe.

5. INDEMNIFICATION

Producer will indemnify, defend, and hold harmless Artist and their respective officers, directors, members, managers, employees, and agents from and against any damages, losses, claims, suits, or proceedings (including, without limitation, reasonable attorneys' fees and expenses) based on or arising from Producer's breach of any of the representations and warranties hereunder. Artist will indemnify, defend, and hold harmless Producer and their respective officers, directors, members, managers, employees, and agents from and against any damages, losses, claims, suits, or proceedings (including, without limitation, reasonable attorneys' fees and expenses) based on or arising from a claim that a derivative work of the Instrumental infringes or misappropriates the intellectual property rights of any

third party, other than to the extent such infringement claim arises from a breach by Producer of the representation and warranties hereunder.

6. COVENANTS

Artist agrees not to grant any sync licenses for the Instrumental in its unaltered state. Artist shall only be allowed to grant sync licenses for derivative works of the Instrumental, and only if such derivative works include the addition of a vocal melody and lyrics (“Meaningful Additions”) to the audio of the Instrumental. Notwithstanding the foregoing, Artist shall be allowed to sync the Instrumental in connection with one (1) audio-visual production, where such audio-visual production’s primary purpose is to promote the Instrumental and/or Artist, but not for any other commercial purposes. Should Artist assign any of the Rights to any third party, such third party must accept the ongoing covenants of this Section 6 as well.

7. TERMINATION AND REVERSION

If Artist violates its covenants in Section 6 of this Agreement, ownership of the Instrumental and all of the Rights shall automatically revert back to Producer (a “Reversion”), and Producer shall be under no obligation to return the Fee. This Agreement shall terminate upon any such Reversion.

8. GENERAL

Producer’s rights and remedies in the event of a breach or alleged breach hereof shall be limited to recovery of amounts owed to Producer, but Producer will not be entitled to restrain or enjoin the exploitation of the Instrumental and hereby irrevocably waives any right to seek injunctive relief. This Agreement and the business terms set forth on the Receipt with respect to the Instrumental is the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, negotiations, representations, and understandings between the parties with respect to such subject matter. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the United Kingdom, without reference to the choice of law rules thereof. The parties hereby consent and agree to the exclusive jurisdiction of the courts of the United Kingdom for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all

objections to such courts. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.