

## **Non-Exclusive Lease Agreement**

All licenses are non-refundable and non-transferable.

### Master Use

The Licensor hereby grants to Licensee a non-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 a non-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 "Recording") worldwide for up to the pressing or selling a total of two thousand five hundred, (2500) copies of such Recordings or any combination of such Recordings, condition upon the payment to the Licensor a sum of (\$40.00), receipt of which is confirmed. Additionally, licensor shall be permitted to distribute unlimited free internet downloads or streams for non-profit and non-commercial use. This license allows up to five hundred thousand (500,000) monetized audio streams to sites like (Spotify, Apple Music, Tidal, etc.) but not eligible for monetization on YouTube.

### Performance Rights.

The Licensor hereby grants to Licensee a non-exclusive license to use the Master Recording in Unlimited non-profit performances, shows, or concerts. Licensee may receive compensation from performances with this license.

### Synchronization Rights.

The Licensor hereby grants limited synchronization rights for one (1) music video streamed online (Youtube, Vimeo, etc..) for up to 500,000 non-monetized video streams on all total sites.

A separate synchronization license will need to be purchased for distribution of video to Television, Film or Video game.

### Broadcast Rights.

The Licensor hereby grants to Licensee a non-exclusive license to broadcast or air the Master Recording on two (2) radio stations through two (2) station channels, respectively. The Licensee shall not be permitted to receive compensation for such broadcasting.

### Credit.

Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all media and performance formats under the name "Joe Lew (or JoeLew4)" in writing where possible and vocally otherwise.

### Consideration.

In consideration for the rights granted under this agreement, Licensee shall pay to licensor the sum of \$40.00 US dollars and other good and valuable consideration, payable to "Joe Lew," 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.

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