



# LEASING LICENSE CONTRACT

## RISE LICENSE

This License Agreement is made on [DATE] by and between

The undersigned

**XXXXXXXXXX** ("Licensee")

and

**SUPERIOR RECIPE** ("Licensor")

Part of HEAP S.à.r.l-S

Located 12, rue du bois, 4912 Käerjeng, Luxembourg

Registered at "Registre des commerces et des sociétés" under the number B244910

Validly represented by Mr. Erik JENCHENNE

Licensor warrants that it controls the mechanical rights in and to the musical work ("Composition") entitled [ ORIGINAL BEAT TITLE ] being sold to Licensee as of and prior to the Effective Date. The composition, including the music thereof, was composed by [GOVERNMENT NAME OF ONE SUPERIOR RECIPE PRODUCER], who is professionally know as [NAME OF ONE SUPERIOR RECIPE PRODUCER]

The Licensee and Licensor have agreed to the following terms :

## 1. MASTER USE

The Licensor hereby grants to Licensee a non-exclusive License to record vocal synchronization to the Composition partly or in its entirety and substantially in its original form ("Master Recording"). The Licensor also grants the right to use the name of the Licensor in connection with the advertisement or sale of the records manufactured, distributed and sold. Licensee shall not have the right to change, alter, remix or adapt the Composition without the Licensor's written approval. Length changes (adding bars, verses,...) are accepted.

This license grant Licensee a worldwide, non-exclusive License to use the Composition in the manner and for the purposes expressly provided for herein, subject to the sale restrictions, limitations and prohibited uses stated in this Agreement.

Licensee acknowledges and agrees that any and all the rights granted to the Licensee in the Composition pursuant to this Agreement are on a non-exclusive basis and the Licensor shall continue to license the Composition upon the same or similar terms and conditions as this Agreement to other potential third-party Licensees.

For clarity and avoidance of doubt, the Licensee does not have the right to sell the Beat in the form that it was delivered to Licensee. The Licensee must create a new song for its rights under this provision to vest. Any rights not specifically granted and set forth in this license are hereby reserved by the Licensor.

## 2. 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 disks, internet downloads, other and miscellaneous audio and digital recordings, and any lifts and versions thereof (collectively, "Recordings") worldwide for up to the pressing or selling a total of **Five thousand (5,000)** copies of such Recordings or any combination of such Recordings. Additionally, Licensor shall be permitted to distribute unlimited internet downloads for non-profit and non-commercial use.

## 3. STREAMING

Additionally, Licensor shall be permitted to distribute unlimited internet downloads or streams for non-profit and non-commercial use. This license allows a total of **One hundred and fifty thousand (150,000)** monetized audio streams to any streaming platform (spotify, apple music, youtube, deezer,...)

## 3. 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 is granted the right to receive a compensation up to **Five hundred euros (500€)** from performances with this license.

#### 4. SYNCHRONIZATION RIGHTS

One synchronization right is granted to the Licensee with this license. Licensee is allowed to synchronise the sound recording including the underlying composition with a music video.

#### 5. BROADCAST RIGHTS

Broadcasting or Air rights are limited with this license. The Licensee is granted the right to broadcast the sound recording including the underlying composition with a one (1) radio station.

#### 6. CREDIT

Licensee shall acknowledge the original authorship of the Composition appropriately and reasonably in all known media and digital platforms or any other record manufactured which is now known or created in the future by acknowledging **the relevant** author (refer to the name of the producer below on **page 5**) in writing where possible and vocally otherwise. Where a project is commercially released and registered with a performance rights organisation, Licensor shall be acknowledged as a Writer.

In the event of any failure by Licensee to issue credit to the Licensor "Producer", Licensee must use reasonable efforts to correct any such failure immediately and on a prospective basis. Such credit should be in substantial form : "Produced by (name of the producer)"

#### 7. SAMPLING

The Licensee agrees that the Composition is purchased as a "Work Made for Hire" whereby the clearing of any sampled materials is the responsibility of Licensee. In addition, the Licensor will inform the Licensee if a sample has been use for the Composition purchased.

#### 8. COMPENSATION

In consideration for the rights granted under this agreement, the Licensee agrees to pay to the Licensor a sum of thirty-five euro (35€). Payment for this License is non-refundable.

Licensee shall also pay ten percent (10%) of any "Profits" to Licensor. Profits shall mean: Any monies actually received by Licensee from exploitation of the Composition throughout the world in any media including sale, license or other use of the Composition minus the payment of license fee and any other bona fide actual out-of-pocket recording costs including engineer fees to session musicians, vocalists, other producers, engineers, mixing, mastering, sample and clearance costs. Company shall provide an accounting statement to Licensor and pay Licensor six (6) months after receipt by Licensee of any Profits. Thereafter Licensee shall pay Licensor at the end of each additional six (6) month period if it receives any Profits during such period.

If the Licensee fails to account to the Licensor, timely and complete the payments provided for hereunder, the Licensor shall have the right to terminate this 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 as infringements under applicable law.

## **9. LICENSE FEE**

The Licensee shall make the payment of the license fee on the date of this Agreement. The License Fee is a one-time payment for the rights granted to the Licensee and this Agreement is not valid until the license fee has been paid.

## **10. DELIVERY**

Licensor agrees to deliver the Composition in high quality mp3 digital format, with so called "Producer tag" after payment of the rights is made. Licensee will receive the files via email to the address provided by the Licensee to the Licensor. Licensor shall use commercially reasonable efforts to deliver the beat to the Licensee immediately after the payment of the fee is made.

## **11. TERM**

Executed by the Licensor and the Licensee, this License Agreement is to be effective as for all purposes as of the Effective Date and shall be three (3) years. In the event that an exclusive license is sold by Licensor to the Composition, the terms of this Agreement shall be upheld.

## **12. OWNERSHIP**

The Licensor is and shall remain the sole owner and holder of all right, title and interest in the Composition, including all copyrights to and in the sound recording and the underlying musical compositions written and composed by Licensor.

## **13. WRITER'S SHARE AND PUBLISHING RIGHTS**

With respect to the publishing rights and ownership of the underlying composition embodied in the new song, the Licensee and the Licensor hereby acknowledge and agree that the underlying composition shall be owned/split between them as follows :

- Licensee shall own and control fifty percent (50%) of the so-called "Writer's share" of the underlying composition. Specifically the lyrics.
- Licensor shall own and control fifty percent (50%) of the so-called "Writer's share" of the underlying composition. Specifically the Music.
- Licensee shall own and control fifty percent (50%) of the so-called "Publisher's share" of the underlying composition embodied in the new song.

#### 14. INDEMNIFICATION

Licensee agrees to indemnify and hold Licensor harmless from and against any and all claims, losses, damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, arising out of or resulting from a claimed breach of any of Licensee's representations, warranties or agreements hereunder. Any sale of the Composition in its original form by Licensee shall be a material breach of this Agreement.

#### 15. MISCELLANEOUS

This License is non-transferable, limited to the Composition specified below, constitutes the entire Agreement between the Licensor and the Licensee relating to the Composition, and shall be binding upon both Licensor and Licensee and their respective successors, assigns, and legal representatives.

#### 16. GOVERNING LAW

This License is governed by and shall be construed under the laws of **the Licensor's registered office country** without regard to the conflicts of laws and principles thereof.

#### COMPOSITION PURCHASED

ORIGINAL NAME -  
DURATION -  
DATE OF CREATION -  
COMPOSER / PRODUCER -  
LICENSE FEE - € 35 (+ 10 % of any profit)

Once signed by both parties, this shall constitute our entire agreement as of the date first above written.

Signatures

LICENSEE  
[PRODUCER]

LICENSOR

\_\_\_\_\_  
Accepted and agreed

\_\_\_\_\_  
Accepted and agreed