Exclusive License" Contract

This Agreement (the "Agreement"), is made effective as of **May 30, 2023** by and between **Charlie Copper** ("The Vocalist" / "Licensor") and **Laura Juentschke** ("you" / the "Licensee"). The agreement grants you **Non-exclusive rights** to the vocal track entitled **Didn't Wanna Grow Up** (the "vocal track") and defines the terms and conditions of the Licensee's use, and rights granted. The terms and conditions defined are in consideration for the Licensee's payment of **29.95 euro** (the "License Fee").

A. License Fee

1. This Agreement is not valid until the License Fee has been paid. The rights within this agreement granted to Licensee by The Vocalist are dependent upon Licensee's payment of the License Fee.

B. Delivery of the Vocal Track

1. The Licensee will receive the vocal track via the Voqlr website.

C. Term Length

1. The Term of this Agreement will be for an unlimited amount of time and therefore this license will not expire.

D. Use of the vocal track

1. The vocalist grants the Licensee the right to use the Vocal Track in the preparation of unlimited new songs. Licensee may create the new songs by recording/producing his/her written instrumental music under the Vocal Track and/or by incorporating portions of the Vocal Track into pre-existing instrumental music written, produced and/or owned by Licensee. The new song or piece of instrumental music created by the Licensee which incorporates some or all of the Vocal Track shall be referred to as the "new song".

E. General terms

1. The license is nontransferable and is for the sole purpose of creating a new song. The vocal track cannot be resold.

F. Usage Limits

1. The Licensee may offer the new song as a free download up to **Unlimited** times
2. The Licensee may sell the new song in both digital and physical form up to **Unlimited** copies.
3. The Licensee may upload the new song to streaming platforms (Spotify, Pandora, Apple Music, etc..) and may be streamed up to **Unlimited** times in total across all streaming platforms.
4. The Licensee may upload the new song to video platforms (YouTube, etc..) and may be played up

to **Unlimited** times in total across all video platforms.

5. The new song can be played across **Unlimited** radio stations.
6. The new song can be synchronized to audio/visual works such as film, television shows, advertisements, video games, accompanying website music, movie, etc.

7. The vocalist **allows** the Licensee to publicly perform the new song.
8. The Licensee MAY NOT sell, offer as free download, or upload to streaming platforms the vocal track itself, as in, the state it was delivered to the Licensee.

G. Vocal Sample restrictions

1. Unless granted written permission by the vocalist, the Licensee may not use the vocal track to produce, and sell, vocal samples in the form of a vocal sample pack(s) or other type of product that sells samples created from the vocal track.

H. Ownership Rights

1. The Licensee owns any musical works or components of the new song that were written or composed solely by the Licensee.
2. The vocalist and Licensee agree that the publishing and writing shares of the new song are split between vocalist and Licensee as follows:

Charlie Copper owns 0% of publishing share and 0% of the writers share.
Licensee owns 100% of publishing share and 100% of writers share.

I. Credit

1. The vocalist chooses that their name, or stage name, **may not** be used in the title of the new song.

J. Violation of Agreement

1. Upon violation of any of the terms and conditions of this agreement, the vocalist must provide written notice to Licensee in order to have the right to terminate the agreement.
2. Licensee has ten (10) days from its receipt of written notice to correct any violations. The Licensee's failure to correct violations within ten (10) days shall result in Licensee's default of it's obligations, and its violation of this agreement. Under the Licensor's discretion, the agreement, and the Licensee's rights of this agreement may be terminated without refund
3. If the Licensee goes over the limits expressed in paragraph (F - Usage Limits) of this agreement, the Licensee has ten (10) days to purchase a new license from vocalist that ensures compliance with the use of the vocal track. If Licensee does not purchase new license within ten (10) days, Licensee shall be liable to the vocalist in the amount equal to any and all monies paid, collected by, or received by Licensee, or any third party, on its behalf from the moment Licensee exceeded the limit onward.

K. Place of Juristiction

This agreement shall be governed by and interpreted in accordance with the laws of **The Netherlands** applicable to agreements entered into and wholly performed in said State, without regard to any conflict of laws principles.