

## MUSIC LICENSING/ADMINISTRATION AGREEMENT

Dated (as well as Commencement Date): **June 8, 2018**

Agreement made between Smashtrax Music LLC ("Company") and **Aaron Davison** (100% Writer and/or combined 100% Writers "Writer").

1. The Songs to which this agreement pertains are set forth in Exhibit "A" attached hereto and are listed under both their original name/title and their Company renamed alternate, or "aka", name/title. Writer grants to Company the right in perpetuity for the universe to administer/collect for all songs/compositions written in whole or in part by Writer only for the aka name/title listed in Exhibit "A" ("Song") and the aka master recording(s) embodying the Song ("Master"). In relation to this, Writer grants to Company and sublicensees the right to use Writer's name and image. Writer agrees not to include, authorize, or license any of the Songs/Masters in any so-called 'Royalty Free' libraries or catalogs.

2. Company shall have the right to lease, license, synchronize, sell, rent, register or otherwise use the Song/Master in any and all media and to collect, hold and distribute any sums realized therefrom. The rights herein granted to Company include, but are not limited to, the right to authorize any other third party to administer the Song/Master in the universe or any part thereof. Company shall have sole authority to select aka usages and negotiate fees/terms. Company will register the Song/Master with the appropriate performance rights societies under the aka name/title pursuant to the rights and percentages granted hereunder. Media shall include but not be limited to: film, TV, commercials, trailers, ads, soundtrack/soundtrack albums, video games, ring tones, internet, promos, DVDs, rebroadcasts, remakes, videocassette, videodisk, or any other medium, now known or hereafter developed. The grant of authority shall also include the right to make any necessary change in the Song/Master or to make any other use of the Song/Master not expressly authorized herein. Writer specifically reserves unto itself all rights of every kind and nature except those specifically granted to Company hereunder.

3. Writer warrants and represents that it is the sole owner of each of the Songs/Masters and all rights therein and thereto throughout the universe including, but not limited to, all copyrights and all renewals and extensions and continuations thereof; that each of the Songs/Masters shall be original and shall not infringe upon any other copyrighted work; that Writer has the full right, power and authority to enter into this Agreement and that it has not heretofore sold, assigned or encumbered any right or interest in any of the Songs/Masters. Writer shall hold Company harmless and indemnify Company against any claim against Song/Master or breach of any of the warranties hereunder (including all damages, attorney's fees and costs), and Company shall have the right to take any and all actions to protect itself, including withholding royalties until such matter is resolved.

4. For individual 'needledrop' placements/licenses of the Song/Master hereunder, Company shall pay to the Writer 25% of the "Net Sync Income" within 180 days of Company's receipt of usage monies. Net Sync Income shall be all monies actually received by Company from individual 'needledrop' license(s) of the Song/Master, less any third-party licensee administration costs or finder's fees/commissions. Company shall retain 75% of the Net Sync Income, and all other remaining Song/Master earnings including but not limited to Song/Master blanket license earnings, direct performance fees, and Song/Master publishing royalties. Writer shall retain and collect Writer's performance share of royalties solely and directly from Writer's performance rights society (i.e. BMI, ASCAP, etc.).

5. The accounting to Writer shall be in the form of a statement delivered to Writer accompanied by payment of the monies owed. Any income owed by Company to writer under Thirty Dollars (\$30.00) may be held by Company and paid in future accounting periods once such Thirty Dollar (\$30.00) amount has been reached. Said statements and payments, in the absence of written objection thereto by Writer within 1 year from receipt thereof, shall constitute an account stated as to all royalties due for the period covered by such statement and/or payment. Writer shall have the right to examine Company's books and records with respect to statements rendered hereunder to which Writer's right to object has not expired, provided, however, that no such examination shall take place any later than 90 days after Writer has sent to Company the written objection. Writer cannot conduct such an examination more than once during any calendar year and not more than once as to any single statement. Such examination shall take place at Company's place of business during normal business hours upon 30 days' prior written notice to Company.

6. Writer hereby agrees to cooperate as necessary to execute any and all instruments and documents required by Company or to implement any or all terms, provisions and purposes of this Agreement (including supplying any tax or contact information to Company as required or requested). If Writer does not comply within a reasonable time, Company is hereby designated Writer's agent and is authorized to act in the place and stead of Writer to implement the terms hereof. Writer will notify Company of any changes with respect

to Writer's address, telephone phone numbers, or contact information. Company will notify Writer of any changes with respect to Company's address, telephone phone numbers, or contact information.

7. If Writer views, hears or is otherwise made aware of any Song/Master broadcasted, sold, aired, performed, streamed or otherwise exploited in any media for which they feel was not properly licensed, before directly contacting any networks, producers, supervisors, staff other agents connected or involved in securing music rights for such media, Writer shall first contact Company to verify if the Song/Master was licensed through Company or its representatives. It is vital to ongoing business that Company's clients are not mistakenly bothered or threatened by writers for licenses that have been properly secured by Company.

8. If, in the opinion of Writer, Company has breached this Agreement, Writer shall deliver to Company by registered mail, return receipt requested, a written notice specifying all such alleged breach(es) and Company shall have 60 days from the receipt by Company of such written notice to substantially cure such alleged breach. Such alleged breach shall not be grounds for any action, claim or proceeding, whether at law or in equity, with respect to this Agreement until the expiration of said 60-day period and unless during said 60-day period Company has not substantially cured same.

9. This Agreement is being entered into and shall be construed in accordance with the laws of the State of California. This Agreement shall be binding upon Company and Writer and their respective successors and assigns (including assignees of the original name/title). This Agreement sets forth the entire agreement between the parties and no modification, amendment, waiver, termination or discharge shall be binding unless confirmed by a written instrument duly signed by the party to be charged therewith. No waiver of any provision or of default under this Agreement shall affect the parties' rights thereafter to enforce such provisions. If Writer disputes this agreement, it shall cover all Company's legal fees/costs should a fact finder rule against Writer. Any rule that an agreement is to be construed against the party drafting the agreement is hereby waived by the parties hereto, and shall have no applicability in construing this Agreement or the terms of this Agreement. Each of the parties acknowledges that it had the right and opportunity to seek independent legal counsel of its own choosing in connection with the execution of this Agreement, and each of the parties represents that it has either done so or that it has voluntarily declined to do so, free from coercion, duress or fraud. If any part of this agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect.

10. Each party agrees that delivery of the Agreement by facsimile or scanned email shall have the same force and effect as delivery of original signatures and that each party may use such facsimile or email signature of evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

11. Company shall have the right to assign this agreement in whole or part to any entity. Should another entity acquire Company and/or Song/Master library, all rights as stated hereunder and terms of this agreement shall remain the same, unless both the new entity and the original Company owners agree otherwise, as long as writer's rights are not diminished in value.

Agreed and Accepted:

Name: **Aaron Davison** (100% Writer, Owner & Performer)

Print Name: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Date: \_\_\_\_\_

SS# or Tax I.D. #: \_\_\_\_\_

Birth Date: \_\_\_\_\_

Present Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Present Telephone#: \_\_\_\_\_

Present Email Address: \_\_\_\_\_

Performing Rights Affiliation: \_\_\_\_\_

IP / PRA / CEA #: \_\_\_\_\_

\_\_\_\_\_  
for Smashtrax Music LLC

EXHIBIT "A"

**ORIGINAL TITLE**

**AKA TITLE\***

*(From the 6/6/18 We Transfer download provided by Writer. Also includes any instrumental or alternate versions supplied by Writer):*

- |                                                    |                         |
|----------------------------------------------------|-------------------------|
| 1. <b>Awakened</b> -Instrumental only              | My La La Life           |
| 2. <b>Down</b> - Instrumental only                 | Steady Toward My Goal   |
| 3. <b>I Will Fly</b> - Instrumental only           | Sure And Steady Forward |
| 4. <b>Where We Were</b> - Instrumental only        | Imagine Well            |
| 5. <b>You'll Be On My Mind</b> - Instrumental only | Hope Creator            |

\* Each individual song listed in this Exhibit shall contain the same words/music for both the original and aka name/title. Company may create alternate aka names for any above Song(s)/Master(s) as long as all terms and rights as stated in the agreement remain intact.