INSTRUMENTAL LICENSE AGREEMENT

One-Time Licensed Reggae Instrumental · One Artist · One Release

Marshall Neeko · Jah Golden Throne Records

This Instrumental License Agreement (the "**Agreement**") is made on the Effective Date between the Producer and the Client identified in the Order Details below. **Section 4 applies from the moment the Client requests a Validation Sample. The Client accepts this Agreement in full by paying the License Fee, by downloading the Delivery Files, or by signing it, whichever occurs first.** Please read it carefully before buying: it limits the Producer's responsibility and places the responsibility for the Client's release on the Client. **Sections 3, 4, 6, 7, 9 and 10 are particularly important.**

ORDER DETAILS

Order reference	_____
Effective Date	_____
PRODUCER	**Marshall Neeko** (professional name), acting in his own name as an individual author-composer, under the label name **Jah Golden Throne Records** Legal name: _____ Address: _____ Tax / registration no. (if applicable): _____ E-mail: riseupcrew@gmail.com SACEM member (author-composer): Yes · IPI / member no.: _____
CLIENT (artist)	Artist / professional name: _____ Legal name: _____ Address: _____ E-mail: _____ The Client acts: ☐ for professional purposes ☐ as a consumer
Validation (Section 4)	Validation Samples proposed (two at most): 1. _____ 2. _____ Date sent: _____ · Client's written validation: ☐ Sample 1 ☐ Sample 2 ☐ neither (order cancelled) Date of validation: _____
VALIDATED INSTRUMENTAL(S) (title)	1. _____ 2. _____ 3. _____
License Fee (Section 5)	Number of Instrumentals: _____ · Unit fee (volume pricing): USD _____ each **Total License Fee: USD** _____ (one-time, in US dollars) Payment method / transaction ID: _____
Delivery Files	☒ Stereo reference version ☒ Individual stems ☒ Production information (tempo, key, where applicable) Mixing and mastering: **not included**
Third-Party Elements (Section 6) — for each Instrumental	☐ **None.** No sample or third-party pre-existing recording is used in the Instrumental. ☐ **Disclosed:** _____ Clearance status: ☐ not cleared (Client's responsibility) ☐ cleared for the Client's Release by Producer, as stated: _____ Licensed Sound Materials (royalty-free libraries, loops, virtual instruments) may also be used as defined in Section 1.
Producer's Composition Share (Section 8)	**50%** — the Producer, as composer, holds fifty percent (50%) of the total rights in each Resulting Work (Section 8.2).
Credit line (Section 8)	"Composed & produced by Marshall Neeko (Jah Golden Throne Records)" — or: _____
Client's Release(s)	Title(s) of the Resulting Work(s) (if known): _____ Release name / label / distributor (if known): _____

The Order Details form part of this Agreement. If the Order Details and the terms below conflict, the Order Details prevail on the points they expressly address.

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 In this Agreement:

(a) "**Producer**" means Marshall Neeko, professional name of the individual identified in the Order Details, who acts in his own name as an individual author-composer and uses the label name Jah Golden Throne Records, which is not a separate legal entity.

(b) "**Client**" means the artist identified in the Order Details, together with the band or artist project performing under that single artist name.

(c) "**Instrumental**" means each original musical composition and instrumental sound recording listed by title in the Order Details, composed and produced by the Producer, in all versions and Stems delivered. Each Instrumental is licensed separately under this Agreement.

(d) "**Stems**" means the individual audio tracks (for example drums, bass, keys, guitars, synths, effects) that make up the Instrumental.

(e) "**Delivery Files**" means the files described in the Order Details, including the Stems.

(f) "**Resulting Work**" means the new song or recording created by the Client that incorporates the Instrumental, in whole or in part, together with the Client's own vocals, lyrics and other original contributions (the "**Client Contributions**").

(g) "**Release**" means the first commercial release of one Resulting Work. All versions of the same Resulting Work (for example radio edit, clean or explicit version, instrumental version, a cappella, extended or live version) and the inclusion of that same Resulting Work on an album, EP or compilation count together as one single Release.

(h) "**Third-Party Elements**" means any pre-existing sample, recording, melody, lyric or other material owned by a third party and incorporated in the Instrumental, as disclosed in the Order Details.

(i) "**Licensed Sound Materials**" means royalty-free or commercially licensed sound libraries, loops, one-shots, presets and virtual instruments used in accordance with their own license terms, which are customary in music production and are not Third-Party Elements.

(j) "**Reference Work**" means any pre-existing song, recording, instrumental or riddim owned by a third party, including any riddim already released or known to the public.

(k) "**CMO**" means a collective management or performing rights organization, such as SACEM, ASCAP, BMI, PRS, GEMA or JACAP.

(l) "**Composition Share**" has the meaning given in Section 8.2.

(m) "**Validation Sample**" has the meaning given in Section 4.1.

(n) "**Platform**" means any streaming service, download store, social network, video service, distributor, aggregator or content identification system.

1.2 Where this Agreement covers several Instrumentals, its terms apply to each Instrumental and to each Resulting Work separately, and references to "the Instrumental" and "the Resulting Work" mean each of them.

2. GRANT OF LICENSE; OWNERSHIP

2.1 Subject to full payment of the License Fee and to the Client's compliance with this Agreement, the Producer grants the Client a limited, non-transferable, worldwide license, for the full duration of copyright protection, to:

(a) incorporate the Instrumental into **one** Resulting Work and edit, arrange, record over, mix and master the Stems for that purpose;

(b) reproduce, distribute, sell, stream and make available the Resulting Work in all digital and physical formats as **one** Release;

(c) perform the Resulting Work in public, including live;

(d) synchronize the Resulting Work with music videos, lyric videos and social media content that promote the Release; and

(e) share the Delivery Files with the Client's recording, mixing and mastering engineers, label and distributor solely to create and release the Resulting Work, the Client remaining responsible for their compliance with this Agreement.

2.2 **One artist, one Release per Instrumental.** For each Instrumental, the license covers one artist and one Release. Featured or guest performers on the same Resulting Work are allowed. Any other use — a second song or Release on the same Instrumental, use by another artist, or use of the Instrumental for any other project — requires a new written license from the Producer.

2.3 **Producer's undertaking.** From the Effective Date and provided the License Fee has been paid in full, the Producer will not sell or license the Instrumental to any other artist or third party for release. This undertaking does not transfer ownership and does not prevent the Producer from: (i) presenting excerpts of the Instrumental of up to 60 seconds, without the Client's vocals unless the Client approves, in the Producer's portfolio, website and social media; (ii) registering the Instrumental with SACEM and other CMOs as set out in Section 9; (iii) enforcing his rights; or (iv) freely using his general musical style, ideas, sounds, techniques and common musical elements in other works.

2.4 **Ownership.** The Producer retains all right, title and interest, including copyright, in the Instrumental, its composition, its sound recording and the Stems. This Agreement is a license, not a sale or an assignment. The Client owns the Client Contributions and, subject to the Producer's underlying rights in the Instrumental, the Resulting Work. All rights not expressly granted are reserved by the Producer.

2.5 **Synchronization with third parties.** Any license of the Resulting Work to a third-party film, television, advertising or video-game production requires the Producer's prior written approval as to the Instrumental, not to be unreasonably withheld, and the Producer is entitled to his Composition Share of the resulting fees.

3. RESTRICTIONS

3.1 The Client shall not, and shall not allow anyone else to:

(a) resell, sublicense, rent, lend, assign, transfer or redistribute the Instrumental or the Stems, alone or as an instrumental, beat, loop, sample, remix pack, template or any similar product, including on beat marketplaces;

(b) claim ownership of the Instrumental, or register the Instrumental or any Stem as the Client's own composition or recording, other than as part of the Resulting Work with the credit and shares stated in the Order Details;

(c) register the Instrumental or any Stem in Content ID or any similar content identification or rights-management system, or make any claim on a Platform, in a way that could lead to claims, blocks or takedowns against the Producer or his portfolio; the Client shall promptly withdraw any such claim;

(d) use the Instrumental, the Stems or the Resulting Work to train, fine-tune, test or evaluate any artificial intelligence or machine learning model, or to generate derivative musical content with such a model;

(e) use the Instrumental in any unlawful, defamatory, hateful or abusive manner, or in a way that is prejudicial to the Producer's honor or reputation;

(f) remove or alter credit metadata, or use the Producer's name or image to suggest endorsement or partnership beyond the credit required by Section 8; or

(g) use the Instrumental for more than one Release.

4. VALIDATION SAMPLES; PAYMENT; DELIVERY; NO REVISIONS

4.1 **Validation Samples.** At the Client's request, the Producer proposes to the Client, by e-mail and free of charge, **no more than two (2) Instrumentals**, each as an mp3 sample of approximately thirty (30) seconds (a "**Validation Sample**"), so that the Client can decide whether to acquire one of them. Where the Client wishes to acquire several Instrumentals, this limit of two proposals applies to each Instrumental requested. A

Validation Sample is for private listening only: it grants no license, and the Client shall not copy, share, publish, upload or exploit it. Section 3 applies to Validation Samples as it applies to the Instrumental.

4.2 **Validation.** The Client validates an Instrumental by an express written confirmation to the Producer (an e-mail is sufficient). No License Fee is due before that validation.

4.3 **Refusal; cancellation.** If the Client declines both proposed Instrumentals, or does not validate one within ten (10) days of the Producer's proposal, the order is cancelled automatically: no License Fee is due, no license is granted, the Producer has no obligation to make any further proposal, neither party has any liability to the other, and the Client shall delete the Validation Samples.

4.4 **Payment after validation; delivery after payment.** Once the Client has validated an Instrumental, it pays the License Fee under Section 5. The Producer sends the Delivery Files only after receipt of the License Fee in cleared funds. If payment is not received within 24 hours of the validation, the Producer may cancel the order and offer the Instrumental to others, without liability.

4.5 **Delivery Files.** The Delivery Files are sent by download link or e-mail to the address in the Order Details, and delivery is complete when they are sent. They are supplied as described in the Order Details. **Mixing and mastering are not included.** The Client is free to choose its own engineer, and the Producer is not responsible for the recording, mixing or mastering of the Resulting Work, or for its quality.

4.6 **No revisions; no after-sales service.** Once the Delivery Files have been sent, the Producer makes no retouches, revisions, edits, remixes, additional stems or alternative versions, and provides no after-sales service or technical support of any kind. The Client acknowledges that it validated the Instrumental from its Validation Sample and accepts it as delivered. The only exception is a technical failure to download or open the files: the Client shall report it within forty-eight (48) hours of delivery, and the Producer will then re-send the same, unmodified files. The Client shall download and back up the Delivery Files on receipt; the Producer is not obliged to keep copies.

5. LICENSE FEE; PAYMENT; NO REFUNDS

5.1 The total License Fee for all Instrumentals ordered is stated in the Order Details, is payable in full, in US dollars, after the Client's validation under Section 4.2 and before delivery, and is exclusive of any taxes, duties or levies that may apply and are due by the Client, unless the Producer's invoice states otherwise. Payment processing fees and bank charges are borne by the Client, so that the Producer receives the full License Fee.

5.2 **No refunds.** No License Fee is due if the order is cancelled under Section 4.3. Once paid, the Instrumental is digital content that is delivered immediately and cannot be returned. All sales are final once the Delivery Files have been sent, except where a refund is required by mandatory law or granted under Section 6.4.

5.3 **Consumers.** If the Client is a consumer (see the Order Details), the Client expressly asks for immediate delivery and acknowledges that, once delivery has begun with its prior express consent, it loses any right of withdrawal, to the extent permitted under the applicable consumer law, including the EU Consumer Rights Directive (2011/83/EU) as implemented in the Client's country.

5.4 **Chargebacks.** The Client shall not initiate a chargeback, dispute or reversal of a payment for the Instrumental after delivery. If a payment is reversed, cancelled or not honored, the license is void from the Effective Date, the Client shall stop all use and remove the Resulting Work from every Platform, and the Producer may notify Platforms and distributors accordingly. The Client shall reimburse the Producer's reasonable costs of dealing with the reversal, including dispute fees.

5.5 **Volume pricing.** The unit fee per Instrumental depends on the number of Instrumentals ordered together in a single order, according to the volume pricing published on the Producer's website on the date of the order and recorded in the Order Details. A reduced unit fee applies only if all Instrumentals of the order are paid together. The License Fee is not reduced or refunded in part if the Client uses fewer Instrumentals than it ordered; a refund under Section 6.4 is limited to the unit fee paid for the affected Instrumental.

6. ORIGINALITY; THIRD-PARTY ELEMENTS; SAMPLES; REFERENCE WORKS

6.1 **Human-made composition.** The Producer states that the musical composition of the Instrumental was composed by the Producer and was not generated by a generative artificial intelligence system. The Producer gives no assurance about how any Platform, distributor or detection tool may classify the Instrumental or the Resulting Work.

6.2 **Disclosure of Third-Party Elements.** Any Third-Party Element used in the Instrumental is disclosed in the Order Details before payment. The Client acknowledges that reggae and dancehall productions may include samples, interpolations and Licensed Sound Materials. If the Client does not accept a disclosed Third-Party Element, it shall cancel the order before payment.

6.3 **Client's responsibility for clearance.** Where the Order Details disclose Third-Party Elements, the Client accepts the Instrumental with them and is solely responsible, at its own cost, for obtaining every license, clearance, credit or payment required from the owners of those elements for the Resulting Work, unless the Order Details expressly state that the Producer has cleared them for the Client's Release. The Producer has no obligation to clear them, to warrant their clearance or to pay any third party. The Client is likewise solely responsible for the clearance of its own Client Contributions.

6.4 **Sole remedy.** If a third party proves that the Instrumental contains an undisclosed Third-Party Element, the Client shall notify the Producer in writing within five (5) business days of the claim. The Producer's only obligation, and the Client's exclusive remedy, is then, at the Producer's choice, to replace the affected element or Stem, or to refund the unit fee paid for the affected Instrumental and end its license. The Producer has no other liability in respect of that claim, and Section 7.4 continues to apply to the Client's use.

6.5 **No re-creation of existing works.** The Producer creates original instrumentals only. He does not copy, replicate, remake, replay, interpolate or create "versions" or sound-alikes of any Reference Work, and no license to any Reference Work is granted by this Agreement. The Client shall not ask the Producer to do so. Reference songs, links or descriptions supplied by the Client are for general stylistic guidance only and do not make the Producer responsible for any similarity.

6.6 If the Producer, at the Client's explicit written request, agrees to produce anything that re-creates or closely imitates a Reference Work, that work is outside this Agreement, is subject to a separate written agreement, and the Client alone is responsible for obtaining every clearance from the owners of the Reference Work and for all claims that may result. The Client warrants that it will obtain them before any release.

6.7 The Client acknowledges that resemblances arising from the conventions of reggae, dancehall and riddim music — such as rhythm patterns, bass lines, drum sounds, tempos, chord progressions and instrumentation — are common to the genre and are neither a breach of this Agreement nor an infringement by the Producer.

7. CLIENT'S RESPONSIBILITY; NO LIABILITY AFTER DELIVERY; INDEMNITY

7.1 From delivery, the Client is solely responsible for the Resulting Work and for every use of the Instrumental, including: lyrics, vocals and content; titles and artwork; recording, mixing and mastering; release, distribution, marketing and monetization; performances; clearances for samples, features and other contributors; compliance with all laws and with the rules of Platforms and distributors; declarations to CMOs; credits; taxes; and payments owed to third parties.

7.2 **No liability after delivery.** Once the Delivery Files have been delivered, the Producer has no responsibility and no liability for the use, exploitation, distribution, promotion, monetization, performance, reception or commercial results of the Instrumental or of the Resulting Work; for any decision of a Platform, distributor or CMO (including rejection, takedown, demonetization, flagging, content identification matches, copyright claims or account suspension); for any claim by a third party arising from the Client Contributions, the Client's use of the Instrumental or its combination with other material; or for any claim relating to a Reference Work or a Third-Party Element as provided in Section 6.

7.3 The Client warrants that it has full capacity and authority to enter into this Agreement; that the Client Contributions are original or duly cleared; and that its use of the Instrumental and the Resulting Work will not infringe or violate any law or any right of any third party.

7.4 **Indemnity.** The Client shall indemnify, defend and hold harmless the Producer (including under his label name Jah Golden Throne Records) and his heirs, successors, assigns and agents from and against all claims, demands, losses, damages, liabilities, judgments, settlements, penalties, costs and expenses, including reasonable legal fees, arising from or relating to: (a) the Resulting Work, the Client Contributions or the Client's use, exploitation or distribution of the Instrumental; (b) any breach of this Agreement by the Client; (c) any request by the Client relating to a Reference Work, or any Third-Party Element disclosed in the Order Details; and (d) any claim by a Platform, distributor, CMO or other third party arising from the Client's acts or omissions. This indemnity does not apply to the extent that a court finally decides that the loss results from the Producer's fraud or intentional misconduct.

7.5 The Client shall notify the Producer in writing within five (5) business days of any claim or threat of claim relating to the Instrumental and shall not settle any claim in a way that admits fault on the Producer's part without his prior written consent.

8. CREDIT; COMPOSITION SHARE

8.1 **Credit.** The Client shall credit the Producer using the credit line in the Order Details, in the metadata, credits, liner notes, Platform credits and video descriptions of the Resulting Work, wherever technically possible.

8.2 **Composition Share: 50% for the Producer.** The Instrumental is the Producer's musical composition, and each Resulting Work is a work created on it. The Producer, as composer, holds **fifty percent (50%) of the total rights in the Resulting Work** (the "**Composition Share**"), including the related publisher's share where the Producer acts as his own publisher. The remaining fifty percent (50%) belongs to the Client and to any co-writer the Client engages (lyricists, topline writers, featured writers), who share it among themselves; the Composition Share is never reduced by the addition of co-writers, featured artists or samples. The Client shall declare each Resulting Work to its CMO, publisher and distributor with the Producer named as composer holding that share, shall not declare any conflicting split, and shall provide the ISRC, ISWC or work code to the Producer on request. The Composition Share is separate from the License Fee and is not recoupable. The Producer claims no share of the Client's master-recording revenue.

8.3 **Moral rights.** Nothing in this Agreement waives the Producer's moral rights, including the right to be named as author and the right to respect for the integrity of his work, to the extent they cannot be waived under applicable law.

9. SACEM AND COLLECTIVE MANAGEMENT

9.1 The Producer is a member of SACEM as an author-composer. The Client acknowledges and agrees that **every Instrumental, including this one, is registered with SACEM** (and, through SACEM or directly, with other CMOs) in the Producer's name as composer, **including after it has been licensed to the Client**. This registration continues notwithstanding the license, is not a breach of Section 2.3 or of any exclusivity, and shall not be challenged or interfered with by the Client.

9.2 The rights granted in Section 2 are subject to, and without prejudice to, the rights that the Producer has assigned or entrusted to SACEM and other CMOs. Public performance, broadcast and mechanical royalties for the Resulting Work are collected and distributed by CMOs to the rights holders according to the shares declared. Nothing in this Agreement requires the Producer to waive or transfer any right assigned to a CMO.

9.3 The Client is responsible for its own membership of, and declarations to, its CMO and for the accuracy of those declarations. If the Client is not a member of any CMO, it shall ensure, through its distributor or publisher, that the Producer's Composition Share is correctly declared and preserved.

10. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

10.1 Except for the statement in Section 6.1 and the obligations expressly set out in this Agreement, the Instrumental and the Delivery Files are provided "**as is**" and "**as available**". To the fullest extent permitted by

law, the Producer disclaims all other warranties, whether express, implied or statutory, including merchantability, fitness for a particular purpose, non-infringement, commercial success, acceptance of the Resulting Work by any Platform or distributor, classification by any detection tool, and that the Instrumental does not resemble any other work.

10.2 To the fullest extent permitted by law, the Producer's total aggregate liability arising out of or relating to this Agreement, under any legal theory, shall not exceed the License Fee actually paid by the Client. The Producer is not liable for any indirect, incidental, special, consequential or punitive damages, or for loss of profits, revenue, data, goodwill or opportunities, delays to a release, or the cost of re-recording, re-mixing or re-mastering, whether or not foreseeable.

10.3 Nothing in this Agreement excludes or limits any liability that cannot be excluded or limited by law, including liability for fraud, intentional misconduct or personal injury, or any mandatory statutory right of a consumer.

10.4 Any claim against the Producer must be brought within one (1) year of the date on which the Client became aware, or should have become aware, of the facts giving rise to it, and in any case within one (1) year of the Effective Date, to the extent permitted by law.

10.5 **Allocation of risk.** The parties acknowledge that the License Fee has been set having regard to the allocation of responsibility and the limitations in Sections 6, 7 and 10, which are essential and determining terms of this Agreement. The Producer's essential obligations — to deliver the Delivery Files, to grant the license in Section 2 and to respect his undertaking in Section 2.3 — are not affected by those limitations.

11. TERM AND TERMINATION

11.1 This Agreement takes effect on the Effective Date, once the License Fee has been received in cleared funds, and continues for the duration of the license granted in Section 2.1, unless terminated earlier under this Section.

11.2 The Producer may terminate the license immediately by written notice (e-mail is sufficient) if the Client breaches Section 3, Section 5 or Section 8, or has made a material misrepresentation. The Client shall then stop new exploitation of the Resulting Work and remove it from all Platforms within ten (10) days, and the Producer may request its removal. No refund is due on termination for breach.

11.3 Sections 1, 2.4, 3, 4.1, 4.6, 5.4, 6 to 10, 12 and 13 survive termination or expiry.

12. GENERAL PROVISIONS

12.1 **Entire agreement.** This Agreement, including the Order Details, is the entire agreement between the parties on its subject matter and replaces all earlier communications, offers and statements, including descriptions on the Producer's website or social media. Any change must be in writing and confirmed by both parties, e-mail being sufficient.

12.2 **Assignment.** The Client may not assign or transfer this Agreement without the Producer's prior written consent. The Producer may assign it to any successor or company that he controls.

12.3 **Relationship.** The parties are independent. Nothing in this Agreement creates a partnership, joint venture, agency or employment relationship, and the Producer is not a party to, or guarantor of, the Client's Release.

12.4 **Severability; waiver.** If a provision is found invalid or unenforceable, it shall be applied to the fullest extent permitted and the rest of this Agreement remains in force. A failure or delay in exercising a right is not a waiver of it.

12.5 **Force majeure.** Neither party is liable for a delay caused by events beyond its reasonable control, except for the obligation to pay.

12.6 **Notices; electronic acceptance.** Notices may be given by e-mail to the addresses in the Order Details and are deemed received on the next business day. Payment, download of the Delivery Files and electronic signature each constitute valid acceptance of this Agreement, which may be signed in counterparts.

12.7 **Language.** This Agreement is made in English, which prevails over any translation. The Client confirms that it reads and understands English, has chosen to contract in English, has read and understood this Agreement and has had the opportunity to obtain independent legal advice.

12.8 **Capacity.** The Client confirms that it is at least eighteen (18) years old and legally able to enter into this Agreement. If the Client is under eighteen, the Agreement is valid only if co-signed by a legal guardian, who is jointly liable with the Client.

12.9 **Evidence.** The parties agree that e-mails, PayPal and other payment records, download logs and electronic signatures are valid evidence of the formation and performance of this Agreement, to the extent permitted by law.

12.10 **Personal data.** The Producer processes the Client's name, address, e-mail address and payment references only to perform this Agreement, to keep accounting records and to meet legal obligations, and keeps them for the legally required period. The Client may exercise its data-protection rights by writing to the Producer's e-mail address.

12.11 **Acknowledgment.** The Client confirms that it downloaded and read this Agreement before payment and that it specifically accepts Sections 3, 4, 6, 7, 9 and 10, which allocate responsibility and limit liability.

12.12 **Third parties.** The persons indemnified under Section 7.4 may rely on this Agreement. No other third party has any right under it.

13. GOVERNING LAW; DISPUTES

13.1 This Agreement is governed by the laws of France, without regard to its conflict-of-laws rules.

13.2 The parties shall first try to settle any dispute in good faith by e-mail within thirty (30) days of written notice. Failing that, the courts of the district where the Producer is domiciled in France have exclusive jurisdiction, except that (a) the Producer may seek urgent interim relief before any competent court, and (b) a consumer keeps any mandatory right to the law and courts of its country of residence.

SIGNATURES

Payment of the License Fee or download of the Delivery Files constitutes acceptance even if this Agreement is not signed.

THE PRODUCER — Marshall Neeko, in his own name

Name

Signature

Date and place

THE CLIENT

Name

Signature

Date and place