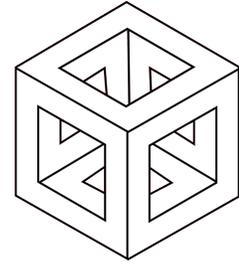


THE IN A BOX PROJECT

BUYOUT LICENCE



This Instrumental Buyout Purchase Agreement (this “Agreement”) is a legal agreement governing the sale of [the instrumental identified on the In A Box Records Checkout Page and receipt for the transaction, and the stems for said instrumental if purchased] (the “Instrumental”), between the party selling the Instrumental (“Producer”) and the party receiving [conditional] ownership of the Instrumental (“Artist”), as such parties are so identified on the receipt for the transaction (the “Receipt”). For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Producer and Artist hereby agree as follows:

1. PAYMENT

In full and complete consideration to Producer for entering into this Agreement, and for all rights transferred by Producer to Artist hereunder, Artist agrees to pay, and Producer agrees to accept, the fee set forth on the In A Box Records Checkout Page and Receipt (the “Fee”). The fee is non-refundable and non-recoupable.

2. OWNERSHIP

Producer hereby irrevocably assigns and transfers to Artist all of Producer’s rights, title and interest, in and to, the Instrumental, including, without limitation, all copyrights and any other intellectual property or proprietary rights embodied therein (the “Rights”). For the avoidance of doubt, the Rights includes all copyrights in both the Instrumental’s composition and any sound recordings thereof. Producer hereby irrevocably waives any and all of Producer’s moral rights with respect to the Instrumental. Although Artist shall have the right to use and exploit the Instrumental as set forth herein, Artist shall have no obligation to, nor does Artist make any warranty or representation that Artist shall, do so, or that Artist will produce, release, use, or distribute the Instrumental. The Rights shall include, without limitation, all copyrights, neighboring rights, trademarks, and any and all other ownership and exploitation rights in the Instrumental now or hereafter recognized in any and all territories and jurisdictions, including, without limitation, production, reproduction, distribution, adaptation, performance, fixation, rental and

lending rights, exhibition, broadcast, and all other rights of communication to the public, and the right to exploit the Instrumental throughout the universe in perpetuity in all media, markets, and languages and in any manner now known or hereafter devised.

2.1. The Instrumental may contain Third-Party IP (as defined in Section 4). If Third-Party IP is incorporated into the Instrumental, Artist's rights to such Third-Party IP shall be no greater than those rights currently held by Producer. Therefore, although Artist's rights to the Instrumental, taken as a whole, shall be exclusive, Artist's rights to such Third-Party IP shall be non-exclusive.

3. PRODUCER CREDIT

Artist shall have the right, but not the obligation, to use Producer's name, image, and likeness in connection with the Materials; provided that no such use shall endorse any product, service, or company. Any such attribution to Producer must be provided accurately and in the format "Produced by The In A Box Project".

4. REPRESENTATIONS AND WARRANTIES

Producer represents and warrants that: (i) the Instrumental does not infringe or misappropriate the intellectual property rights or any other rights of any third party; (ii) to the extent any third-party intellectual property ("Third-Party IP") has been incorporated into the Instrumental, Producer has obtained all necessary rights from all applicable third-parties for (x) the inclusion of such Third-Party IP in the Instrumental, and (y) Producer to be able to grant the rights to Artist contemplated herein with no consents required of, or any additional costs due to, any third party for any use of the Instrumental by Artist made in accordance with this Agreement; and (iii) there are no restrictions or limitations as to the use of the Instrumental by Artist or its successors, licensees, or designees in any and all media perpetually throughout the universe.

5. INDEMNIFICATION

Producer will indemnify, defend, and hold harmless Artist and their respective officers, directors, members, managers, employees, and agents from and against any damages, losses, claims, suits, or proceedings (including, without limitation, reasonable attorneys' fees and expenses) based on or arising from Producer's breach of any of the representations and warranties hereunder. Artist will indemnify, defend, and hold harmless Producer and their respective officers, directors, members, managers, employees, and agents from and against any damages, losses, claims, suits, or proceedings (including, without limitation, reasonable attorneys' fees and expenses) based on or arising from a claim that a derivative work of the Instrumental infringes or misappropriates the intellectual property rights of any

third party, other than to the extent such infringement claim arises from a breach by Producer of the representation and warranties hereunder.

6. COVENANTS

Artist agrees not to grant any sync licenses for the Instrumental in its unaltered state. Artist shall only be allowed to grant sync licenses for derivative works of the Instrumental, and only if such derivative works include the addition of a vocal melody and lyrics (“Meaningful Additions”) to the audio of the Instrumental. Notwithstanding the foregoing, Artist shall be allowed to sync the Instrumental in connection with one (1) audio-visual production, where such audio-visual production’s primary purpose is to promote the Instrumental and/or Artist, but not for any other commercial purposes. Should Artist assign any of the Rights to any third party, such third party must accept the ongoing covenants of this Section 6 as well.

7. TERMINATION AND REVERSION

If Artist violates its covenants in Section 6 of this Agreement, ownership of the Instrumental and all of the Rights shall automatically revert back to Producer (a “Reversion”), and Producer shall be under no obligation to return the Fee. This Agreement shall terminate upon any such Reversion.

8. GENERAL

Producer’s rights and remedies in the event of a breach or alleged breach hereof shall be limited to recovery of amounts owed to Producer, but Producer will not be entitled to restrain or enjoin the exploitation of the Instrumental and hereby irrevocably waives any right to seek injunctive relief. This Agreement and the business terms set forth on the Receipt with respect to the Instrumental is the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior agreements, negotiations, representations, and understandings between the parties with respect to such subject matter. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement, and any and all disputes directly or indirectly arising out of or relating to this Agreement, will be governed by and construed in accordance with the laws of the United Kingdom, without reference to the choice of law rules thereof. The parties hereby consent and agree to the exclusive jurisdiction of the courts of the United Kingdom for all suits, actions, or proceedings directly or indirectly arising out of or relating to this Agreement, and waive any and all

objections to such courts. Headings herein are for convenience of reference only and shall in no way affect interpretation of the Agreement.