

SYNCHRONIZATION LICENSE

18 DECEMBER 2023

These Special Terms and Conditions and the attached General Terms and Conditions (together referred to as "the Agreement") confirm the arrangement between the Licensor and the Licensee whereby the Licensor shall grant the Licensee a non-exclusive license during the Term and within the Territory to synchronise the Composition(s) in timed relation with the Production in accordance with the terms and conditions set out in this Agreement.

SPECIAL TERMS

Licensor: Kobalt Music Publishing America, Inc.

Licensor's Address: 2 Gansevoort Street, 7th Floor
New York, NY 10014

Licensee Address: Daniel de Bruyn
1214 Rone Dr
Wind Gap, PA 18091

Production: The Gym Girl

Composition(s):

SYNCH512104 **Title:** "Son Of Mr. Green Genes"
Kobalt Writer(s): Frank Zappa
Administrative Share: 100.00%
Type of Usage: Background Vocal/Instrumental – two [2] uses
Maximum Duration: (2:24) - aggregate
License Fee: \$750.00

Term: One [1] year, commencing on 25 December 2023

Territory: United States

Media: Film festivals only

Options: N/A

FEE TO COVER USAGE AS DETAILED HEREIN: **\$750.00**

TOTAL: \$750.00

Special Conditions:

SYNCHRONIZATION LICENSE

Signed by

Jeannette Perez

Duly authorised signatory
For and on behalf of
**KOBALT MUSIC PUBLISHING
AMERICA, INC.**

Signed by

Daniel de Bruyn

Duly authorised signatory
For and on behalf of
LICENSEE

Name: Daniel de Bruyn

Title: The Gym Girl

Date: 12/19/2023

SYNCHRONIZATION LICENSE

GENERAL TERMS AND CONDITIONS

- 1.1 Subject to the terms and conditions contained herein, and in consideration of the License Fee payable within forty-five (45) days from the invoice date, the Licensor hereby grants to the Licensee the non-exclusive irrevocable right to synchronise the Composition(s) in timed relation with the Production for the Media during the Term in the Territory. Public performance or broadcast of the Composition(s) (including without limitation the Production) is subject to the rights of the relevant performing right societies and to the payment of their customary fees.
- 1.2 For the avoidance of doubt the Licensor shall not be liable or responsible for obtaining any and all clearances, licenses, permissions and consents from third parties (including performer's property rights) necessary to use and exploit the sound recording of the Composition(s) in accordance with this Agreement including without limitation any sums payable to the Musician's Union and/or any other rights bodies, unions or collecting societies which as between the Licensor and the Licensee shall be the responsibility of the Licensee hereunder.
- 1.3 For the avoidance of doubt no so-called "out-of-context trailer rights" are granted by the Licensor to the Licensee hereunder in respect of the Composition(s). If the Licensee wishes to acquire any such rights an additional licence shall be required from the Licensor with respect thereto, subject to additional terms and conditions and additional fees being negotiated and agreed between the parties in good faith.
- 1.4 On expiry of the Term all rights granted under this Agreement shall immediately terminate and no further exploitation of the Composition(s) in the Production shall take place.
2. The Licensee agrees, represents and warrants that it shall:
 - (a) not make any change to the lyrics, the music or to the character of the music of the Composition(s) or any parody of the Composition(s);
 - (b) not use the Composition(s) for any purpose separately from and/or independently of the Production;
 - (c) in its use of the Composition(s) in the Production not exceed the Maximum Duration or Type of Usage specified in the Special Terms and as evidence of this furnish Licensor free of charge a copy of the cue sheet of the Production upon full execution of this license hereof;
 - (d) print or cause to be printed the credit and all copyright and other notices as Licensor may reasonably require and/or as may be required by the relevant laws of any country of the Territory on each positive and negative print of the Production.
 - (e) as a condition of this Agreement in connection with this use provide comparable and correct screen credit to the Composition(s) if screen credit is given to any other musical composition used in the Production. The size and placement of the credit shall be no less favourable to Licensor than the size and placement of the credits of any other musical compositions and/or master recordings used in the Production;
 - (f) pay for and be responsible for all requisite clearances, licenses, permissions and consent from third parties necessary to use and exploit the sound recording of the Composition(s) in accordance with this Agreement.
3. Licensee hereby warrants and undertakes that the License Fee shall be paid to the Licensor on a "Favoured Nations Basis". For the purposes of this Agreement "Favoured Nations Basis" shall mean:

SYNCHRONIZATION LICENSE

- (a) The License Fee payable to the Licensor is equal to or greater than any fee or other remuneration payable to any of the following third party licensors:
- (i) INTENTIONALLY DELETED
 - (ii) The owners of the master recording embodying the Composition(s)
- (b) If any additional sum or future sum (for example option fees or royalties) becomes payable to any such third party licensor then an equal sum shall automatically become immediately payable by the Licensee to the Licensor at the same time and in the same manner;
- (c) All licenses granted from third parties have been/will be negotiated on a bona fide arm's length third party basis;
- (d) In determining the equivalent sums payable to third parties under 3(a) above the computation shall be based on the equivalent third party interest in the Composition(s) and/or musical composition(s) and/or master recording(s) (as may be applicable) and the equivalent duration thereof and the License Fee hereunder shall be weighted accordingly in determining the equivalent sum payable to the Licensor hereunder.
4. The Licensor agrees, represents and warrants that it has the full right, power and authority to enter into this Agreement and to grant to the Licensee the rights set out in this Agreement.
- 5.1 Each party shall fully indemnify the other party for any loss, damage, cost or expense (including all reasonable out of house legal expenses) incurred by the indemnified party by reason of a third party claim resulting directly from a breach of the warranties and/or representations provided herein by the indemnifying party PROVIDED THAT such indemnity shall be limited to sums incurred by the indemnified party pursuant to an adverse final non-appealable judgment of a court or tribunal of competent jurisdiction or a settlement or compromise entered into with the indemnifying party's prior written consent (which consent shall not be unreasonably withheld or delayed).
- 5.2 All sums payable pursuant to sub-paragraph 5.1 by Licensee shall be paid immediately on Licensor's demand in full without any deduction, withholding, counter claim or set off.
- 5.3 Notwithstanding any other provision hereof, in no event shall the total liability of the Licensor under this Agreement (including without limitation, for breach of warranty or breach of contract) exceed the License Fee payable by the Licensee hereunder.
6. In the event of a breach of the terms hereof it shall be a condition precedent to the innocent party taking any legal action that it shall have served the other party with notice specifying the breach and requiring its remedy within thirty (30) days after such notice is received ("Cure Period") and that such breach is not remedied within such period. Notwithstanding the foregoing, in the event of any breach or alleged breach of this Agreement by the Licensee, Licensor's rights and remedies shall be limited to its right, if any, to recover damages in an action at law and in no event shall Licensor be entitled to rescind this License or to receive injunctive or other equitable relief.
7. The Licensee may assign or license this Agreement to a third party for the purposes of financing and/or distributing the Production and/or broadcasting or transmitting the Production subject to the terms and conditions hereof and to the third party being expressly bound by the terms and conditions of the Agreement. Licensee shall remain primarily liable for any failure on the part of

SYNCHRONIZATION LICENSE

its licensees/assignees to comply with this Agreement SAVE THAT in the event that the assignee/licensee enters into a direct deed of covenant with the Licensor to comply with the terms and conditions set out herein then from the date thereof and upon such basis the Licensee shall only be secondarily liable hereunder.

- 8.1 This Agreement has been entered into in the State of New York, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of New York applicable to contracts entered into and performed entirely within the State of New York. The state courts of the State of New York and/or the Federal District Courts for the Southern District of New York shall have non-exclusive jurisdiction and venue of any controversies regarding this Agreement.
- 8.2 The prevailing party in any legal action (after all appeals have been taken or the time for taking such appeals has expired) brought by one party against the other and arising out of this Agreement shall be entitled, in addition to any other rights and remedies available to it pursuant to the terms hereunder or at law or in equity, to reimbursement for its costs and expenses (including court costs and reasonable fees for attorneys and expert witnesses) incurred with respect to bringing and maintaining any such action. The term "prevailing party" for the purposes of this paragraph shall include a defendant who has by motion, judgment, verdict or dismissal by the court, successfully defended against any claim that has been asserted against it.
9. The grant of rights contained in clause 1 above shall not be effective until this Agreement has been fully executed by both parties and the Licensor has received the License Fee whereupon this Agreement shall constitute the entire agreement between the parties and shall supersede any and all prior agreements and understandings, oral or written, related to such agreement. Notwithstanding the foregoing if the License Fee has been paid to and received by the Licensor but this Agreement has not been executed by the Licensee then all the terms and conditions of this Agreement as originally submitted by the Licensor shall automatically be deemed as accepted by the Licensee and apply in full unless and until any of the terms of this Agreement may be otherwise subsequently varied by the parties by fully executing such Agreement. This Agreement cannot be cancelled, modified, amended or waived, in whole or in part, in any way except by an instrument in writing signed by both parties.
- 10.1 Any notice or other communication given or made under this Agreement shall be in writing and, may be delivered personally or by courier or sent by facsimile transmission or by first class prepaid recorded delivery letter and shall be addressed if to the Licensor to the Licensor's address in this Agreement and if to Licensee to the Licensee's address in this Agreement or to such other address or telex or facsimile transmission number as the relevant addressee may hereafter by notice hereunder substitute.
- 10.2 Any such notice or other communication shall be deemed to have been duly served given or made (i) in the case of posting ten (10) business days after the envelope containing such notice was posted and proof that any such envelope was properly addressed prepaid registered and posted shall be sufficient evidence that such notice or other communication has been duly served, given or made; or (ii) in the case of delivery when left at the relevant address; or (iii) in the case of a facsimile transmission upon receipt by the addressee of the complete text in legible form.
11. No waiver of any breach of this Agreement shall be construed to constitute a waiver of any subsequent breach of a similar nature.

SYNCHRONIZATION LICENSE

12. No warranties or representations shall be deemed to have been made by Licensor except as expressly hereinabove set forth.
13. 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.
14. Unless specifically agreed to herein by both parties, this Agreement shall not be deemed to give any right or remedy to any third party whatsoever unless that right or remedy is specifically granted by the parties in writing to that third party or otherwise assigned pursuant to this Agreement.
- 15.1 References in these General Terms and Conditions to Paragraphs and sub-paragraphs are references to those contained in these General Terms and Conditions.
- 15.2 The Special Terms attached to these General Terms and Conditions are an integral part of these General Terms and Conditions and reference to these General Terms and Conditions includes reference thereto. The Special Terms and the General Terms and Conditions shall be together referred to as the Agreement.
- 15.3 Capitalised terms not defined in these General Terms and Conditions shall have the meanings ascribed to them in the Special Terms to which these General Terms and Conditions are attached. In the event of any inconsistency between the Special Terms and these General Terms and Conditions the Special Terms shall prevail.