GUIDING PEN GLOBAL LTD

OFFICIAL MUSIC SALES AND LICENSING AGREEMENT

Artist, Songwriter & Producer: GLADWINN

Record Label: GUIDING PEN GLOBAL LTD

Licensor: GUIDING PEN GLOBAL LTD

Effective Date: Date of Purchase

Agreement Version: 1.1 — October 2026

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Where God’s voice meets your destiny

ARTICLE 1 - INTRODUCTION

1.1 Purpose

This Music Sales and Licensing Agreement (“Agreement”) governs the purchase, downloading, recording, performance, distribution, monetization, and commercial use of original musical works by GLADWINN, made available through the official website of Guiding Pen Global Ltd.

The Agreement establishes the rights and obligations of Guiding Pen Global Ltd (“Licensor”) and the individual or entity purchasing a music product (“Licensee”).

1.2 Acceptance

By completing a purchase and affirmatively accepting this Agreement, the Licensee agrees to its terms.

The purchased product, applicable price, order confirmation, and any expressly incorporated additional conditions form part of the transaction.

ARTICLE 2 - OFFICIAL PRODUCTS AND PRICES

Guiding Pen Global Ltd offers three categories of digital music products.

All products are supplied exclusively in WAV format.

2.1 OFFICIAL PRICING

Product	Price	Format	License
Full Song	€2.99	WAV	Personal Use
Instrumental Only	€29.99	WAV	Non-Exclusive Commercial Cover License
Instrumental + Backing Vocals	€49.99	WAV	Non-Exclusive Commercial Cover License

These prices apply per song and per purchased product.

Prices are displayed in euros. Any applicable taxes or additional transaction charges must be disclosed before the customer completes payment.

A customer purchasing one product does not automatically receive the other product versions.

2.2 Pricing Changes

Guiding Pen Global Ltd reserves the right to change its prices for future purchases.

Any price change shall not affect a transaction already completed.

ARTICLE 3 - FULL SONG LICENSE (€2.99)

3.1 Product Description

The Full Song product contains the original completed recording performed by GLADWINN, including lead vocals, instrumental production, and accompanying backing vocals where applicable.

File Format: WAV

Price: €2.99

License Type: Personal Use

3.2 Permitted Uses

The purchaser may:

1. Download the purchased recording.
2. Listen to the song for personal enjoyment.
3. Store reasonable personal backup copies.
4. Play the recording privately on compatible devices.

3.3 Restrictions

The purchaser may not:

- Commercially redistribute the recording.
- Upload the recording as their own musical release.
- Resell or sublicense the recording.
- Claim ownership of the original recording.
- Commercially sample or remix the recording without authorization.
- Use the recording in advertisements, films, or other commercial productions without appropriate permission.

Purchasing the Full Song does not grant commercial cover-recording rights.

ARTICLE 4 - INSTRUMENTAL ONLY LICENSE (€29.99)

4.1 Product Description

This product contains the original instrumental recording of a song by GLADWINN, without the original lead vocals or backing vocals.

File Format: WAV

Price: €29.99

License Type: Non-Exclusive Commercial Cover License

4.2 Permitted Uses

The Licensee may:

1. Record their own vocals over the instrumental.
2. Create one cover recording of the original song.
3. Commercially distribute the authorized cover recording.
4. Monetize authorized streams and downloads.
5. Release the cover recording through recognized digital music platforms.
6. Perform the resulting recording at concerts, church services, and other events, subject to applicable public-performance rights.
7. Mix and master the instrumental with their own vocals.
8. Promote the authorized cover recording on social media.
9. Create and monetize music videos featuring the authorized cover recording, subject to applicable composition and synchronization rights.

4.3 Ownership

The Licensee does not acquire ownership of the original instrumental or underlying musical composition.

The Licensee must respect the original songwriting, publishing, and recording rights.

ARTICLE 5 - INSTRUMENTAL + BACKING VOCALS LICENSE (€49.99)

5.1 Product Description

This product contains the original instrumental recording together with the backing vocals supplied by GLADWINN or other authorized performers.

The original lead vocals are excluded.

File Format: WAV

Price: €49.99

License Type: Non-Exclusive Commercial Cover License

5.2 Permitted Uses

The Licensee may:

1. Record their own lead vocals over the instrumental and backing vocals.
2. Create one cover recording of the original song.
3. Commercially distribute the authorized cover recording.
4. Monetize authorized streams and downloads.
5. Release the recording on recognized music platforms.
6. Perform the resulting recording at concerts, churches, and other events, subject to applicable public-performance rights.
7. Mix and master their own lead vocals with the supplied audio.
8. Promote the authorized cover recording commercially.
9. Create and monetize music videos featuring the authorized cover recording, subject to applicable composition and synchronization rights.

5.3 Backing-Vocal Ownership

The original backing-vocal recordings and performances remain protected by the rights of their respective owners and performers.

The Licensee may not:

• Claim to have performed the supplied backing vocals.

• Extract and resell the backing vocals.

• Distribute the backing vocals independently.

• Transfer the backing-vocal recording to another artist for separate use.

• Use the backing vocals in unrelated musical compositions without additional authorization.

5.4 Required Credits

Where supported by the relevant platform and consistent with the original credits:

Original Song by GLADWINN

Produced by GLADWINN

Backing Vocals by GLADWINN

Additional original performers must be credited where applicable.

ARTICLE 6 - AUDIO FORMAT AND DELIVERY

6.1 WAV Format Only

All music products are supplied exclusively in WAV format.

No MP3 versions are included.

6.2 Audio Quality

The audio resolution of each WAV file shall be specified on the relevant product page.

6.3 Track Stems

Individual track stems are not included in any purchase.

Guiding Pen Global Ltd does not currently offer stems for sale or licensing.

6.4 Delivery

Following successful payment, the purchaser will receive access to the selected digital audio file.

Guiding Pen Global Ltd will provide reasonable assistance where a technical problem prevents delivery.

ARTICLE 7 - NATURE AND DURATION OF COMMERCIAL LICENSES

7.1 Non-Exclusive License

All standard commercial cover licenses are non-exclusive.

Guiding Pen Global Ltd may license the same instrumental or backing-vocal recording to multiple customers.

7.2 Worldwide Rights

Commercial recording licenses are granted worldwide, subject to applicable copyright laws and any expressly disclosed limitations.

7.3 Duration

Unless otherwise specified, the commercial recording license remains effective for the duration of the applicable copyright protection, provided the Licensee complies with this Agreement.

7.4 One Cover Recording

Each €29.99 or €49.99 commercial license authorizes the creation and commercial release of one distinct cover recording using the selected purchased audio.

Distribution of that same authorized recording across multiple platforms does not require another recording license under this Agreement.

Creating another independently released cover recording using the purchased audio requires a new license or additional written authorization.

7.5 Non-Transferability

The license may not be transferred or sublicensed without prior written permission.

The Licensee may engage engineers, producers, and distributors to provide services necessary for the authorized release, provided they receive no independent exploitation rights in the purchased audio.

ARTICLE 8 - COPYRIGHT OWNERSHIP

8.1 Original Compositions

The original musical compositions, including their lyrics and melodies, remain the intellectual property of their respective copyright owners.

GLADWINN retains all songwriting and publishing interests legally belonging to him.

8.2 Original Recordings

Guiding Pen Global Ltd and the respective rights holders retain ownership or control of the original recordings, including the instrumentals and backing-vocal recordings.

8.3 Licensee Contributions

The Licensee retains rights in their independently created original contributions, including their own vocal performances and other original elements.

These rights remain subject to the pre-existing rights incorporated into the cover recording.

8.4 No Copyright Transfer

Purchasing a WAV file does not transfer copyright ownership.

ARTICLE 9 - SONGWRITING AND PUBLISHING RIGHTS

9.1 Songwriter Credits

The Licensee must accurately identify the original songwriters and publishers when distributing the cover recording.

Where GLADWINN is the sole songwriter, the appropriate credit is:

Written by GLADWINN

Where other songwriters contributed to the original composition, their respective credits and rights must be preserved.

9.2 Publishing Ownership

Purchasing a commercial cover license does not transfer songwriting or publishing ownership.

9.3 Additional Composition Permissions

The purchased license grants permission to use the specified original instrumental or backing-vocal recording.

It does not automatically replace mechanical licenses, public-performance licenses, synchronization licenses, or other composition-related permissions required by applicable law.

The Licensee is responsible for ensuring that the intended commercial release is properly authorized.

9.4 Changes to the Original Song

Substantial alterations to the original lyrics, melody, or composition require separate authorization where applicable.

The Licensee must not falsely register themselves as the original songwriter.

ARTICLE 10 - COMMERCIAL DISTRIBUTION

10.1 Authorized Distribution

Commercial license holders may distribute authorized cover recordings through legitimate digital music services, including Spotify, Apple Music, YouTube Music, Amazon Music, Deezer, Tidal, Audiomack, and SoundCloud.

10.2 Distribution Requirements

The Licensee must comply with the requirements of their chosen distributor.

The Licensee must provide accurate songwriter, producer, performer, and ownership information.

10.3 Platform Acceptance

Guiding Pen Global Ltd does not guarantee acceptance by any particular distributor or streaming platform.

ARTICLE 11 - ROYALTIES AND REVENUE

11.1 Master Recording Revenue

Unless otherwise agreed in writing, the Licensee may retain 100% of the net master recording revenue received from their authorized cover recording.

11.2 Publishing Royalties

The original songwriters and publishers retain their existing rights to applicable publishing royalties.

Purchasing a commercial cover license does not waive mechanical royalties, performance royalties, or other legally payable composition royalties.

11.3 Performer Rights

Any neighboring rights or performer remuneration legally belonging to the original performers remain subject to applicable law and relevant agreements.

11.4 Separate Agreements

Any additional royalty-sharing arrangement must be documented in writing.

ARTICLE 12 - YOUTUBE AND CONTENT ID

12.1 YouTube Monetization

Commercial license holders may upload and monetize authorized cover recordings on YouTube, subject to applicable platform policies and music rights.

12.2 Content ID Restrictions

The Licensee must not independently register the purchased instrumental, backing vocals, or resulting recording with YouTube Content ID or equivalent automated copyright-claiming systems without prior written authorization from Guiding Pen Global Ltd.

12.3 Copyright Claims

The Licensee may not issue copyright claims against other legitimate license holders solely because they use the same licensed audio.

12.4 Existing Copyright Management

Guiding Pen Global Ltd may maintain authorized copyright-management arrangements for its original recordings.

Where an automated claim affects an authorized use, the Licensee may provide proof of purchase and relevant claim information.

Guiding Pen Global Ltd will reasonably assist with resolving claims arising from rights under its control.

ARTICLE 13 - PRODUCER AND PERFORMER CREDITS

Where supported by the relevant platform, the Licensee must provide accurate credits.

Instrumental Only

Original Song by GLADWINN

Produced by GLADWINN

Written by GLADWINN, where consistent with the official composition credits.

Instrumental + Backing Vocals

Original Song by GLADWINN

Produced by GLADWINN

Backing Vocals by GLADWINN, where applicable.

Written by GLADWINN, where consistent with the official composition credits.

The Licensee may not use GLADWINN’s name or likeness to imply official endorsement or collaboration without written authorization.

ARTICLE 14 - LIVE PERFORMANCES AND CHURCH USE

Commercial license holders may use the purchased instrumental or instrumental with backing vocals for rehearsals and live performances.

This includes concerts, church services, worship sessions, and other public events.

The permission to use the supplied recording does not eliminate public-performance, broadcasting, or other copyright licensing obligations that may apply to the venue, organizer, broadcaster, or user.

Recording, broadcasting, or commercially releasing a live performance may require additional permissions depending on the intended use.

ARTICLE 15 - PROHIBITED USES

Unless separately authorized in writing, the Licensee shall not:

1. Resell the purchased WAV files.
2. Redistribute the original instrumental as a standalone product.
3. Redistribute the backing-vocal recording independently.
4. Claim ownership of the original composition.
5. Claim to have produced the original instrumental.
6. Claim to have performed the supplied backing vocals.
7. Sell the purchased audio in sample packs.
8. Transfer or sublicense the purchased recordings.
9. Register the original recordings as their own intellectual property.
10. Make unauthorized Content ID registrations.
11. Issue wrongful copyright claims against legitimate license holders.

12. Use GLADWINN’s identity to imply endorsement without authorization.
13. Create competing instrumental products from the purchased audio.
14. Use the backing vocals in unrelated compositions without authorization.
15. Exploit the purchased recordings beyond the selected license.

ARTICLE 16 - REFUNDS AND DIGITAL PURCHASES

16.1 Digital Products

All products covered by this Agreement are digital WAV audio files.

16.2 Refund Eligibility

Refunds may be restricted after digital delivery begins, but only where permitted by applicable consumer protection laws.

16.3 Consumer Rights

Nothing in this Agreement excludes mandatory cancellation, withdrawal, refund, or consumer protection rights.

16.4 Technical Problems

Customers experiencing defective files, duplicate charges, or delivery errors may contact Guiding Pen Global Ltd for assistance and any remedies required by law.

ARTICLE 17 - TERMINATION

Guiding Pen Global Ltd may terminate a commercial license following a material breach of this Agreement.

Examples include unauthorized resale, sublicensing, copyright ownership misrepresentation, or fraudulent Content ID registration.

Where appropriate, the Licensee may receive written notice and a reasonable opportunity to remedy the breach.

Following lawful termination, the Licensee must discontinue uses no longer authorized.

ARTICLE 18 - WARRANTIES AND RESPONSIBILITIES

Guiding Pen Global Ltd represents that it owns or controls the rights necessary to grant the applicable recording license, subject to any disclosed third-party rights.

The Licensee is responsible for ensuring that their own recordings, lyrics, samples, artwork, and other contributions comply with applicable law.

Guiding Pen Global Ltd does not guarantee commercial success, streaming revenue, or distribution-platform acceptance.

ARTICLE 19 - LIMITATION OF LIABILITY

To the extent permitted by applicable law, Guiding Pen Global Ltd shall not be responsible for indirect or consequential commercial losses caused by the Licensee’s unauthorized activities or failure to comply with third-party platform requirements.

Nothing in this Agreement excludes liability that cannot legally be excluded.

ARTICLE 20 - GOVERNING LAW AND DISPUTES

This Agreement shall be governed by the laws of the Federal Republic of Nigeria, subject to mandatory consumer protection laws applicable in other jurisdictions.

Disputes shall be handled by a court of competent jurisdiction under applicable law.

Nothing in this provision deprives consumers of mandatory legal protections.

ARTICLE 21 - GENERAL PROVISIONS

21.1 Entire Agreement

This Agreement, together with the applicable product description, purchase confirmation, and expressly incorporated additional conditions, constitutes the agreement concerning the purchased product.

21.2 Amendments

Guiding Pen Global Ltd may update this Agreement for future transactions.

Changes shall not retroactively reduce rights already granted under an existing purchase without a lawful basis or the affected Licensee’s agreement.

21.3 Severability

If any provision is found unenforceable, the remaining provisions shall continue in effect to the extent permitted by law.

21.4 Additional Authorization

Where additional permission is required, it must be provided in writing by the relevant rights holder or an authorized representative.

ARTICLE 22 - CUSTOMER ACCEPTANCE

By completing a purchase and affirmatively accepting this Agreement, the Licensee confirms that:

1. They have read and understood the Agreement.
2. They understand the permissions associated with their selected product.
3. They acknowledge that all products are supplied exclusively in WAV format.
4. They understand that stems are not included.
5. They acknowledge that purchasing a recording does not transfer copyright ownership.
6. They understand that the €2.99 Full Song purchase is for personal use.
7. They understand that the €29.99 Instrumental Only license permits the specified commercial cover-recording uses.
8. They understand that the €49.99 Instrumental + Backing Vocals license permits the specified commercial cover-recording uses.
9. They agree to respect the original songwriting and publishing rights.
10. They agree to provide accurate credits.
11. They accept the restrictions on resale, redistribution, sublicensing, and Content ID registration.

OFFICIAL LICENSING SUMMARY

Company: GUIDING PEN GLOBAL LTD

Record Label: GUIDING PEN GLOBAL LTD

Artist, Songwriter & Producer: GLADWINN

Product	Price	Format	License
Full Song	€2.99	WAV	Personal Use
Instrumental Only	€29.99	WAV	Non-Exclusive Commercial
Instrumental + Backing Vocals	€49.99	WAV	Non-Exclusive Commercial

Individual Track Stems: Not Available.

Commercial License Territory: Worldwide, subject to applicable law.

Commercial License Duration: Duration of applicable copyright protection, subject to compliance with this Agreement.

COPYRIGHT NOTICE

© 2026 GUIDING PEN GLOBAL LTD. ALL RIGHTS RESERVED.

Original music performed, written, or produced by GLADWINN, as identified in the official song credits.

All original compositions, sound recordings, instrumental arrangements, and backing-vocal performances remain protected by applicable intellectual property laws.

Unauthorized reproduction, resale, redistribution, sublicensing, or exploitation beyond the purchased license is prohibited.

GUIDING PEN GLOBAL LTD

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END OF OFFICIAL MUSIC SALES AND LICENSING AGREEMENT