

**YOUR MUSIC COMPANY
ARTIST RECORDING AGREEMENT
(SHORT FORM)**

Thank you for your interest in Your Music Company and congratulations for being selected to join our roster of talented artists! The following shall outline the material terms of Your Music Company's ("Company") exclusive artist recording agreement ("Agreement") with you ("Artist"). Capitalized terms are defined in the long form agreement. This Short Form Agreement, together with the long form Agreement (attached hereto as Exhibit A), will represent our understanding and agreement.

1. **Territory:** Universe.

2. **Term:**

(a) Initial Period: From date of signing until twelve (12) months after the date of release of the last track of the first Album.

(b) Option Periods: One (1) Option ("First Option") beginning immediately at the end of the current period and end twelve (12) months following the date of release of the last track required for that Option Period. A tentative Second Option to be mutually agreed upon by both parties prior to any extension of the First Option.

(c) Options are automatically exercised unless Artist is given written notice by Company to the Artist before the end of the applicable Period of the Term that Company will not exercise its Option.

(d) Each Period of the Term shall begin with a funding period wherein the Minimum Investment for that Period must be either (i) met by the Investors or (ii) Company decides to invest the shortfall or otherwise record the Album notwithstanding the Minimum Investment being met ("Company Intervention"). Company shall have thirty (30) days following the Minimum Investment deadline to notify Artist of a Company Intervention. Artist shall have the option to terminate the Agreement upon thirty (30) day written notice should the Minimum Investment not be met AND Company does not notify Artist of a Company Intervention. For clarity, Artist is and shall remain exclusive to Company under the Agreement during the funding period.

3. **Delivery Obligation:** Initial Period and each Option Period: One Master Recording at least forty-five minutes in length comprised of least ten (10) separate tracks plus additional masters or versions as Company requires. Alternatively, Company may require a minimum number of Master Recordings from one (1) to seven (7) so as to release so-called "Singles" or an "EP". Delivery within eleven (11) months of commencement of the Term period, or earlier if requested by Company.

4. **Input of Artist.** Company shall meaningfully consult with Artist regarding creative and logistical matters relating to the Master Recordings including, but not limited to Compositions to be recorded, dates and places or recording, mixing and mastering, artwork, liner notes and website displays, and producers. Artist shall actively participate in all social media exploitations and campaigns and interact with the public on a regular basis according to the marketing and promotions plans developed by Artist and Company collectively.

5. **Production of Master Recordings and Budget:** To be negotiated in good faith between the parties and subject to final approval of Company, subject to the following minimums and maximums:

LP Album

<u>TERM</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Initial Period	\$10,000	\$150,000
First Option Period	\$10,000	\$150,000
Second Option Period	\$10,000	\$150,000

Single or EP Album

<u>TERM</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>
Initial Period	\$2,000	\$75,000
First Option Period	\$2,000	\$75,000
Second Option Period	\$2,000	\$75,000

The Initial Period Authorized Budget (or any portion thereof, i.e. Company Intervention amounts) may be advanced by Company. Artist Advances (defined below) may also be advanced by Company in any Period. (The foregoing advances individually and collectively referred to herein as "Company Advances"), in which case, Company Advances will be recouped from the Investor funds for Album One, or, if the Investor funding is not sufficient to recoup such Company Advances, then Company Advances may be recouped from Net Amounts Actually Received by Company. Option Period Authorized Budgets shall be funded solely by Investors. Company shall administer, manage and disburse the Authorized Budget for the Recording Costs. All Master Recordings shall be sole property of Company and Company shall own the copyrights in the Master Recordings.

6. **Master Recordings:** All Master Recordings recorded hereunder by Artist shall, from the inception of their creation, be entirely the property of Company in perpetuity, throughout the Territory, free of any claim whatsoever by Artist or by any persons or parties deriving any rights or interests from Artist. For purposes of this Agreement, Artist shall be deemed to be Company's "employee for hire" and each Master Recording created hereunder shall be deemed to be a "work for hire" created by Artist for Company.

7. **Advances:**

(a) Advance equal to Ten Percent (10%) of the Authorized Budget for each Period of the Term payable one-half within thirty (30) days of complete funding of the Authorized Budget and commencement of the recording of the Masters and Twenty-Five Percent upon delivery of one half of the recording commitment and the balance upon delivery of the Master Recordings for that Period.

(b) For clarity, the Authorized Budget (including the Artist Advance if paid from the Authorized Budget) shall not be recoupable hereunder, however Company Advances are One Hundred Percent (100%) recoupable from Net Amounts Actually Received by Company.

8. **Royalties:** The following "all-in" royalty rate is based on the Net Amount Actually Received by Company for the sale of the Album or individual tracks and/or Master Recordings:

(a) Twenty-Five Percent (25%) based on the Net Amount Actually Received by Company for: (i) the sale of the Album or individual tracks and/or Master Recordings; (ii) the sale or license of Artist Videos; and (iii) the license of Master Recordings

(b) Royalty shall be payable after Company recoups Fifty Percent (50%) of its costs for marketing and promotions of the Master Recordings.

(c) Twenty-Five Percent (25%) of the Net Amount Actually Received by Company for the sale of the Artist Videos.

(d) Artist's pro-rata share of Fifty Percent (50%) of the Net Amount Actually Received by Company from or related to Company Concerts (concerts which Company and/or its partners packages and finances), less Artist's Concert Fee.

9. **Major Label/Distributor:** Company may enter into an agreement with a major record label or distributor for the release or distribution of Albums under the Agreement. In such event, if Company is paid a percentage of sales from such distribution agreement, then Artist's royalties hereunder shall instead be Twenty-Five Percent (25%) of Company's net royalty thereunder computed in the same way that Company's royalty is computed by the major label or distributor. Company agrees use reasonable efforts to include Artist's Brand or Company Logo (imprint) on all records and singles featuring Artist, whether they be in physical or digital mediums; and on any other relevant Merchandise and Media concerning Artist, to assist Artist in the furtherance of his efforts in establishing his Brand; and will cause any 3rd party Major Label/Distributor or any other third party to agree to the same, however, Company's failure to adhere to the foregoing shall not be deemed a breach of this Agreement.

10. **Accounting:** Accountings as to royalties payable to Artist shall be made by Company to Artist on a quarterly basis, within 90 days following the end of the applicable quarterly period (except in the case of the first statement, which shall not be due until 90 days following the end of the first semi-annual period following the release of the applicable Master Recording) in periods when

royalties are due, together with the payment of accrued royalties, if any, earned by Artist during such preceding quarterly period. Quarterly periods shall end on March 31, June 30, September 30 and December 31 respectively.

11. Publishing: All compositions written by you prior to or during the Term solely which compositions are recorded by Company during the Term will be co-owned Fifty Percent (50%) and administered One Hundred Percent (100%) by Company. From net royalties earned and received by Company in the United States from the exploitation of the compositions, Company shall pay Artist:

- (a) Fifty Percent (50%);
- (b) Except that Company shall retain 100% of the Publisher's share of public performance income from the applicable performing rights society.

12. Marketing and Merchandising:

(a) Company has the right to use the Artist's name and likeness for promoting the Master Recordings and Company, subject to Artist approvals as described in the long form Agreement. Company shall have the exclusive right to create and host websites.

(b) Company shall have exclusive merchandising rights and shall pay Artist Fifty Percent (50%) of all Net Monies received by Company from the exercise of its rights.

13. Mechanical Royalties: Mechanical royalties will be payable on Net Sales in the United States (or other applicable country) at 75% of the minimum statutory rate in the applicable country, with so-called "caps" of ten (10) times the minimum statutory rate for an Album and five (5) times the minimum statutory rate for an EP. Overage is recoupable from other monies owed to Artist under the Recording Agreement.

14. Release Commitment: Subject to Artist's satisfactory and full performance of the terms and obligations under the Recording Agreement, Company will release Artist's applicable Album (which may include on a track by track basis) in the U.S. within eighteen (18) months after Delivery. Standard termination remedy for failure to release in the U.S.

(a) If Company so fails to release the applicable Album, Artist may purchase the Master Recordings for no less than the Authorized Budget.

(b) If Artist subsequently enters into a recording or distribution agreement, such label may purchase unrelased Master Recordings from Company at a cost which is no less than Company's unrecouped expenses.

15. Assignment: Company may assign the Agreement to a third party assuming Company's obligations. Artist may not assign the Agreement except to a loan out company solely owned by Artist.

The signature of either party to this Short Form Agreement transmitted by facsimile or other electronic means will be treated as an original for all purposes, and such copy will have the same binding effect as an original signature or an original document. Unless and until the long form Agreement is fully executed, this Short Form Agreement shall be a fully binding agreement reflecting the terms by which we shall be bound.

READ AND AGREED:

YOUR MUSIC COMPANY

By: Yael Benamour
An Authorized Signatory

ARTIST:

EXHIBIT A

YOUR MUSIC COMPANY Artist Recording Agreement (LONGFORM)

This exclusive recording agreement ("Agreement") is between _____ ("Artist") and Your Music Company ("Company") is made as of Wednesday, December 17, 2014. Reference is made to the terms of the Short Form Recording Agreement previously executed between Artist and Company which are incorporated herein for reference and made a part hereof.

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the following meanings:

a) "Records" mean all forms of reproductions, transmissions or communications of Recordings now or hereafter known, physically manufactured or sold or digitally transmitted, embodying sound alone, including but not limited to pre-recorded compact discs and digital downloads whether in "Single", "EP" or "Album" format as further defined in the Agreement

b) "Recordings" means every recording of sound, coupled with a visual image, by any method and on any substance or material, or in any other form or format, whether now or hereafter known, which is used or useful in the recording, production, manufacture, distribution or transmission of Records or for any other commercial exploitation.

c) "Retail price", "list price" and "suggested retail price" shall mean the price at which Company publicly suggests retailers in the U.S.A. should sell records hereunder to normal consumers through retail record stores and other retail outlets.

d) "Composition" means a musical composition or medley consisting of words and/or music, whether in the form of instrumental and/or vocal music.

e) "Territory" means the Universe.

f) "Delivery" means Company's receipt and acceptance of a newly-recorded Master Recording, as defined in Paragraph 4(c), that embody both melody and lyric to constitute the Records to be recorded hereunder, and that are edited, mixed and mastered, and are commercially and technically satisfactory to Company in all respects as consistent herewith, together with all necessary licenses, approvals, consents and permissions.

g) "Licensee" or "licensee" includes, without limitation, all firms, companies, entities or individuals to whom Company may choose to license the Master Recording hereunder, including but not limited other labels, film companies, television companies, advertising agencies, internet download delivery outlets, internet "custom cd" outlets, etc.

h) "Investors" means those individuals who invest in one or more of Artist's Projects.

j) "Minimum Investment" means the minimum investment amount required to be invested by Investor in a Project. The Minimum Investment shall not be less than the Authorized Budget for the applicable Project.

k) "Project" means an Album or one or more individual musical tracks.

l) "Music Video" means every recording of sound coupled with a visual image by any method and on any substance or material, or in any other form or format, whether now known or hereinafter known.

m) "Concerts" means a series of live concert tour dates featuring Artist's performance, whether one off day or dates or part of a tour.

2. ENGAGEMENT.

Company hereby engages Artist as its exclusive recording artist and Artist agrees, during the Term (as defined below) of this Agreement, to perform exclusively for Company throughout the Territory for the purpose of making Master Recordings (as defined below) intended for the manufacture and sale of Records.

3. TERM. (a) The "Term" of this Agreement shall commence on the date of this Agreement as set forth above and shall continue subject to the termination provisions contained in Paragraph 20 below, until the date that is twelve (12) months following the date of release of the last track of Album One, as defined below (the "Initial Period"). You grant Company one (1) automatic separate dependent option ("First Option") and a tentative second Option to be mutually agreed upon by both parties prior to any extension of the First Option (each an "Option") to extend the Term for further "Option Period(s)," as described below. An Option shall be automatically exercised unless Artist is given written notice by Company to the Artist before the end of the applicable Period of the Term that Company will not exercise its Option. Each Option Period shall begin immediately at the end of the current Term and end on the date that is twelve (12) months following the date of release of the last track from the last Record containing the Minimum Recording Commitment for that Option Period.

(b) The Initial Period and each Option Period of the Term shall begin with a funding period wherein the Minimum Investment for that Period must be either (i) met by the Investors or (ii) Company decides to invest the shortfall or otherwise record the Album notwithstanding the Minimum Investment being met ("Company Intervention"). Company shall have thirty (30) days following the Minimum Investment deadline to notify Artist of a Company Intervention. Artist shall have the option to terminate the Agreement upon thirty (30) day written notice should the Minimum Investment not be met AND Company does not notify Artist of a Company Intervention. For clarity, Artist is and shall remain exclusive to Company under the Agreement during the funding period.

4. DELIVERY OBLIGATION.

a) During the Initial Period and each Option Period, if any, of the Term, Artist shall record and/or Deliver Master Recordings to Company, technically and commercially satisfactory, in Company's reasonable judgment, for the manufacture and sale of Records subject to the terms herein. During the Initial Period and each Option Period, Artist shall Deliver to Company at least one Master Recording of not less than *forty-five (45) minutes* in length and comprised no less than ten (10) separate tracks plus any additional Masters or alternative versions of Masters that Company may reasonably require (the "Album"). Alternatively, Company may require a minimum number of Master Recordings from one (1) to seven (7) so as to release so-called "Singles" or an "EP", whether Physical and or digital. (The foregoing recording(s) are sometimes referred to herein as the "Minimum Recording Commitment" with respect to the Term period applicable thereto.) Delivery of the Minimum Recording Commitment for each Term period shall occur no later than eleven (11) months following the commencement of the applicable Term period, unless Company, at its sole and absolute discretion, extends the period for Delivery as required or desired by Company.

b) Following commencement of the Initial Period and each Option Period Artist and Company shall meaningfully consult with Artist on creative and logistical matters relating to the Master Recordings including, but not limited to, the following (subject to Company's final decision in case of an impasse):

- (i) The Compositions to be recorded;

- (ii) The dates and places of recording, mixing and mastering;
- (iii) Artwork, liner notes and website displays; and
- (iv) Selection of producers.

All other aspects concerning the recording and delivery of the Master Recordings shall be subject to the mutual approval of the Artist and Company, with such approval not to be unreasonably withheld or delayed. Artist shall actively participate in all social media exploitations and campaigns and interact with the public on a regular basis according to the marketing and promotions plans developed by Artist and Company collectively.

c) The Minimum Recording Commitment for each period of the Term will not be deemed "Delivered" to Company until Artist has delivered and Company has accepted such acceptance not to be unreasonably withheld or delayed the (i) satisfactory Master Recordings, fully edited, mixed, leaded, equalized and otherwise in the proper form for the production of parts necessary for the manufacture of Records in the format designated by Company ("Masters" or "Master Recordings"); (ii) all label copy information (*e.g.* the timing, title and publisher(s) of each composition and any other information that is to appear on labels and/or liners of records containing those Masters); (iii) all mechanical licenses for each Composition embodied in the Masters where Artist is not the writer of such composition; and (iv) all other documents reasonably and customarily required by Company for it to enjoy the full benefit of rights granted hereunder throughout the Territory in perpetuity.

5. **PRODUCTION OF THE MASTER RECORDINGS.**

a) The budget for the production and recording of all Masters shall be subject to the good faith negotiations of the parties, however, all budgets shall be subject to the final written approval of Company, on a line-by-line basis (the "Authorized Budget"). Notwithstanding the foregoing, no Authorized Budget shall be less than the applicable minimum amount or more than the applicable maximum amount as set forth below:

LP Album

	<u>Minimum</u>	<u>Maximum</u>
The Album recorded during the Initial Period	\$10,000	\$150,000
The Album recorded during the first Option Period	\$10,000	\$150,000
The Album recorded during the second Option Period	\$10,000	\$150,000
The Album recorded during the third Option Period	\$10,000	\$150,000

Single Track or EP Album

	<u>Minimum</u>	<u>Maximum</u>
The Album recorded during the Initial Period	\$2,000	\$75,000
The Album recorded during the first Option Period	\$2,000	\$75,000
The Album recorded during the second Option Period	\$2,000	\$75,000
The Album recorded during the third Option Period	\$2,000	\$75,000

b) The Authorized Budget (or any portion thereof, i.e. Company Intervention amounts) for the Album recorded during the Initial Period may be advanced by Company. Artist Advances (defined below) may also be advanced by Company in any Period. (The foregoing advances individually and collectively referred to herein as "Company Advances"). In that case, Company shall be entitled to recoup Company Advances from the amount invested in first Album from Investors crowd funding in Album One or, if the Investor funding is not sufficient to recoup such Company Advances, then Company Advances may be recouped from Net Amounts Actually Received by Company. The Authorized Budget for all subsequent albums, if any, shall be derived solely from the amounts invested by s in such subsequent Albums.

c) Company shall arrange for the recording of the Masters consistent with the Authorized Budget. Company and Artist shall mutually approve the producer(s) and recording studio for the Albums to be delivered during the Initial Period and, if applicable, the Option Periods hereunder. Company shall engage the services of the producer and fees payable to the Producer(s) shall be set by Company pursuant to the Authorized Budget; all royalties payable to any producer shall be borne entirely by Artist and shall be subject to Artist's prior approval, not to be unreasonably withheld. If producer requires direct royalty accountings and payments from the Company, it shall be subject to a Letter of Direction from the Artist to the Company. Company and Artist shall mutually approve all other artists, musicians and other personnel.

d) The Authorized Budget will constitute the maximum amount that Artist may spend for the applicable session(s). The Company has the right to have a representative attend all recording sessions conducted pursuant to this Agreement. The attendance of such a representative will be at Company's sole non-recoupable expense.

e) Company shall manage the Authorized Budget and pay all costs of recording the Masters at a mutually approved recording studio in each period of the Term up to the amount of the Authorized Budget ("Recording Costs"). As defined herein the term "Recording Costs" shall also include actual, verifiable, third party out-of-pocket costs in connection with: reasonable travel, rehearsal and equipment rental expenses; advances to producers, studio and engineering charges; tape costs; mastering, remastering and remixing; all union skill payments that may be required to be made on any Master recorded under this Agreement; all costs of instrumental, vocal or other performers; all amounts required to be paid pursuant to any law or any agreement with applicable unions in connection with any Master Recording made under this Agreement; and any other cost or expense customarily considered to be recording costs by the recording industry.

f) Each Recording shall be subject to Company's approval, which shall not be unreasonably withheld, as commercially and technically satisfactory with Compositions that must embody both melody and lyrics for the production and sale of Records. Upon Company's request, Artist shall re-record any Composition recorded hereunder until a Recording which is, in the Company's sole judgment, commercially and technically satisfactory for the manufacture and sale of Records, is delivered to Company. After Company has initially accepted any Master Recording, if Company demands re-recording (or re-mixing) such re-recording shall be at Company's sole expense. Should Artist fail to appear at any recording session of which Artist has been given reasonable written notice and agreed in writing to appear at for any reason, Company shall have the right to charge all of its expenses for outside costs and services only in respect of said recording session against Artist's royalties if and when earned and payable hereunder.

g) Except as otherwise agreed to by Company, no Recordings shall be made by or include unauthorized Sampling. ("Sampling," as used herein, refers to the use and reproduction of pre-existing material, hereinafter "Sampled Material," which is owned or controlled by any person other than Artist or would not otherwise be subject to Company's rights, in a Recording hereunder.)

6. MASTER RECORDINGS.

a) All Master Recordings recorded hereunder by Artist on Company's behalf, and all Records made there from, together with the performances embodied therein, all outtakes, multitrack tape and other products of recording sessions featuring Artist's performances hereunder conducted during the Term, shall, from the inception of their creation, be entirely the property of Company in perpetuity, throughout the Territory, free of any claim whatsoever by Artist or by any persons or parties deriving any rights or interests from Artist. For purposes of this Agreement, Artist shall be deemed to be Company's "employee for hire" and each Master Recording created hereunder shall be deemed to be a "work for hire" created by Artist for Company. However, to the extent that Artist may be found to be the owner or author of any Master Recording recorded hereunder, Artist shall execute customary documents within five (5) business days of receipt, and upon failure to do so following reasonable written request, Artist hereby irrevocably assigns to Company all of Artist rights in such Master Recordings. Artist hereby grants to Company an irrevocable limited power of attorney to execute for Artist, in Artist's name, all documents necessary to affect the assignment with courtesy copies sent to Artist. In addition, Artist hereby waives all so-called "moral rights" or any equivalent thereof in connection with each Master Recording.

b) Company shall have the right to secure the sound recording copyright in and to the Master Recording in Company's name as the owner and author thereof and to secure any and all renewals and extensions of such copyright. Company and its licensees and assigns shall have the sole and exclusive right to use the Master Recordings throughout the Territory or any part thereof in any manner Company sees fit as consistent herewith, including, without limitation, the sole and exclusive right in perpetuity, and throughout the Territory:

(i) To manufacture, advertise, sell, distribute, lease, license or otherwise use or dispose of the Master Recordings and Album, in any and all fields of use, by any method now or hereafter known, including but not limited to print, analog or digital technologies upon such terms and conditions as Company may elect, or, in its sole discretion, to refrain from;

(ii) License any or all of Company's rights under this Agreement to third parties, as Company deems advisable in its reasonable business judgment after meaningfully consulting with Artist; and

(iii) To sell, transfer or otherwise deal with any one or more of the Master Recordings on any medium or device now or hereafter known, under any name, trademark or label which Label and its licensees or assigns may from time to time elect.

Artist acknowledges that the Company is not required to do any of the undertakings contemplated herein unless Company at its sole discretion decides to do so.

c) Company shall not sell or license the Albums or license any Master Recording made hereunder for use in the soundtrack of a film rated "NC-17" or "X" by the MPAA.

7. ADVANCES AND ROYALTIES.

a) Company will pay Artist an advance ("Artist Advance") equal to Ten Percent (10%) of the Authorized Budget for each Period of the Term payable one-half within thirty (30) days of complete funding of the Authorized Budget and commencement of the recording of the Masters and Twenty-Five Percent upon delivery of one half of the recording commitment and the remaining balance upon delivery of the Master Recordings for that Period. For clarity, the Authorized Budget (including the Artist Advance if paid from the Authorized Budget) shall not be recoupable hereunder, however Company Advances are One Hundred Percent (100%) recoupable from the Net Amounts Actually Received by Company.

b) (i) Company will pay Artist an all-in royalty equal to twenty-five percent (25%) of the Net Amount Actually Received by Company for the sale of the Album or individual tracks and/or Master Recordings. For clarity, any royalties we pay to a producer or other third party royalty participant will be deducted from your artist royalties, and any advances we pay to a producer or third party royalty participant will be recoupable from your artist royalties if not recouped from the producer's royalties.

(ii) For purposes herein, the term "Net Amount Actually Received" shall mean the actual United States dollar amount received in the United States by Company from its distributor or licensees, less returns, credits, taxes or withholdings required by law, Company Advances, mechanical royalties, third party payments or commissions related to the Master Recordings or Artist Videos and Fifty Percent (50%) of the marketing and promotion expenses paid by Company.

c) Company will pay Artist a royalty equal to twenty-five percent (25%) of the Net Amount Actually Received by Company from the following: (i) the sale or license of Artist Videos recorded hereunder; and (ii) the license of Master Recordings.

d) All royalties payable to Artist will be inclusive of all royalties payable to producers and all other royalty participants, other than mechanical royalties. Royalties payable on Artist Videos will be inclusive of any synchronization royalties for the musical compositions contained in such Artist Videos.

e) No royalties will be payable to Artist for Records: (i) given or sold for promotional purposes to radio and television stations, stores, accounts, or others; (ii) sold or given as a sales inducement or otherwise and invoiced on a "no charge" basis, including the conversion of actual discounts into "no charge" units (which Company will have the right to do under this Agreement); (iii) distributed as free or bonus Records to participants in record clubs or special markets plans; or (iv) sold as cut-outs, close-outs or scrapped.

f) Company will not be obligated to pay any Artist Royalty until Company Advances or any other recoupable amounts have been fully recouped from Net Amounts Actually Received by Company.

8. MAJOR LABEL/DISTRIBUTOR.

a) Artist understands and acknowledges that Company may enter into an agreement with a so-called "Major Distributor" and/or "Major Label" ("Major Label/Distributor"). For purposes of this Agreement, a "Major Label" is a company which is regularly distributed by a "Major Distributor," which includes a subsidiary of or distributed by Sony Music Entertainment, Universal Music Group, EMI or Warner Music Group, RED or such other distributor as the parties may agree in writing to include within the definition. Such an agreement with a Major Label/Distributor (the "Major Label Agreement") may contain terms pursuant to which Major Label/Distributor may elect to release and/or distribute records, including the Albums featuring Artist, jointly with Company, or on an alternative basis agreeable to Company. If Major Label/Distributor elects to release and/or distribute any of the Albums featuring Artist, then the provisions of Paragraph 7 (ROYALTIES) shall govern the distribution of royalties received by Company from Major Label/Distributor in the country in which Major Label/Distributor distributes the Albums; however, Artist's royalty shall be computed and paid in accordance with the royalty computation provisions of the Major Label Agreement [i.e., the actual royalty payable to Artist will be twenty-five percent (25%) of the Company's net royalty, computed in the same way that Company's royalty is computed by Major Label/Distributor]. Company shall provide Artist, upon request, with a copy of any such effective royalty computation provisions in Company's possession. Company agrees use reasonable efforts to include Artist's Brand or Company Logo (imprint) on all records and singles featuring Artist, whether they be in physical or digital mediums; and on any other relevant Merchandise and Media concerning Artist, to assist Artist in the furtherance of his efforts in establishing his Brand; and will cause any 3rd party Major Label/Distributor or any other third party to agree to the same, however, Company's failure to adhere to the foregoing shall not be deemed a breach of this Agreement.

b) This Agreement is subject to assignment to Major Label/Distributor in accordance with the Major Label Agreement and Major Label/Distributor shall have the right to exercise, implement or enforce any rights granted to Company in this Agreement on Company's behalf. In the event of a default by Company in performing any of Company's obligations under this Agreement, Artist shall send duplicate notices of the default to Major Label/Distributor at such address(es) as Major Label/Distributor may specify, simultaneously with the giving of the notice to Company and Major Label/Distributor shall have the right to cure each default on Company's behalf.

9. ACCOUNTINGS/PAYMENTS.

a) Accountings as to royalties payable to Artist hereunder shall be made by Company to Artist on a quarterly basis, within 90 days following the end of the applicable quarterly period (except in the case of the first statement, which shall not be due until 90 days following the end of the first semi-annual period following the release of the applicable Master Recording) in periods when royalties are due, together with the payment of accrued royalties, if any, earned by Artist during such preceding quarter. Company will maintain royalty reserves against anticipated returns or credits pursuant to Paragraph 10.e) below. Quarterly periods shall end on March 31, June 30, September 30 and December 31 respectively.

b) Company will pay Artist royalties only on those monies for which Company actually receives payment. If Company is unable to receive any payments in the United States in U.S. dollars, Company will, at Artist's written request, deposit Artist's share thereof in a foreign depository of Artist's choosing at Artist's expense, and such deposit shall be deemed in full satisfaction of Company's payment obligation to Artist with respect to such royalties.

c) All royalty statements and all other accounts rendered by Company to Artist shall be binding upon Artist and not subject to any objection by Artist for any reason unless specific objection in writing, stating the basis thereof, is given to Company within twenty-four (24) months from the date rendered. Artist shall be foreclosed from maintaining any action, claim or proceeding against Company in any forum or tribunal with respect to any statement or accounting due hereunder unless such action, claim or proceeding is commenced against Company in a court of competent jurisdiction within two (2) years after the date such statement or accounting is received. Artist may engage a certified public accountant to examine Company's books and records insofar as same pertain to this Agreement provided that such examination shall take place at Company's premises during normal business hours of normal business days, on ten (10) days' written notice, not more frequently than once in any calendar year during which Artist receives accountings and statements hereunder, and at Artist's sole cost and expense. Company, and not Artist, shall have the right to audit Major Label/Distributor, and Company may choose whether to do so at its sole discretion. All royalty statements and payments shall be rendered to Artist at the address above unless Artist informs Company of change of address by registered or certified mail.

d) Artist acknowledges that if Major Label/Distributor elects to release and/or distribute records jointly with Company, Company may direct Major Label/Distributor to pay Artist royalties directly, in which case the accounting provisions of the Major Label Agreement will supersede the accounting provisions of this Agreement. Company will provide Artist, upon written request, with a copy of those provisions at any time after Major Label/Distributor's election to release and/or distribute. If, however, Major Label/Distributor makes the election but continues to pay all royalties to Company, the time by which Company must account to Artist above will be extended until date thirty (30) days following receipt of Major Label/Distributor's statement to Company.

e) Company shall have the right to retain, as a reserve against charges, credits, or returns, a reasonable portion of payable royalties. Any particular reserve established by Company hereunder shall not exceed an amount equal to twenty-five percent (25%) of the royalties earned hereunder for such particular royalty period and shall be liquidated with respect to Records sold as of

the end of two (2) semiannual accounting periods after the period in which such reserve was initially established. Notwithstanding the foregoing, in the event that Company enters into a Major Label Agreement, Artist agrees to amend the time for liquidation of reserves to conform to the applicable provision of the Major Label Agreement.

10. CLAIMS/REMEDIES. With respect to any claim by Artist that additional monies are payable by Company to Artist pursuant to this Agreement based upon an examination of Company's books and records under Paragraph 10 (ACCOUNTING/PAYMENTS) of this Agreement, Company will not be deemed in breach of this Agreement if within thirty (30) days after Company's receipt of Artist's written claim for such additional monies, together with a copy of the audit report prepared in connection with such examination, the Company:

- a) Pays the additional monies claimed by Artist; or
- b) Contests the claim, in whole or in part, by written notice to Artist. In the event that Company contests the claim, Company will not be deemed to be in uncured material breach of this Agreement unless the claim has been reduced to a final non-appealable judgment by a court of competent jurisdiction and Company has received notice of the entry of the final non-appealable judgment.

11. PUBLISHING.

a) As an additional consideration to induce Company to enter into this Agreement, Artist and Artist's publishing designee (hereinafter collectively referred to as "the Publishing Designee") hereby irrevocably assign, convey and set over to Company an undivided fifty percent (50%) interest in the worldwide copyright (and all renewals and extensions thereof) and all other rights solely in and to each Composition recorded hereunder that is written, in whole or in part by Artist during the Term and embodied on a Master Recording ("Artist Composition"). For purposes of this paragraph, Company shall be deemed to refer to Company and/or its publishing designee.

b) (i) Company shall be exclusive administrator of all rights in and to each such Artist Composition throughout the Territory for their term of copyright (and all renewals and extensions thereof), and Company shall be entitled to exercise any and all rights with respect to the control and administration of the Artist Composition(s), including without limitation, the sole right to grant licenses, collect all income and to use the name, approved likeness and approved biographical material of each composer, lyricist and songwriter hereunder in connection with each applicable Artist Composition for the full term of copyright (including all renewals and extensions thereof) in and to each Artist Composition; and

(ii) Without limiting the generality of the foregoing, BMI, ASCAP and SESAC ("the Society") shall be authorized and directed to pay One Hundred Percent (100%) of the publisher's share of performance fees collected by the Society with respect to public performances of Artist Compositions in the United States and Canada directly to Company. Artist shall be entitled to receive One Hundred Percent (100%) of Artist's share of the writer's share of public performance fees collected by the Society with respect to public performances of Artist Compositions in the United States and Canada.

c) Artist represents and warrants that each Artist Composition is original and does not infringe upon or violate the rights of any other person and that Artist has the full and unencumbered right, power and authority to grant to Company all of the rights herein granted to Company. Company shall have the benefit of all warranties and representations given by the writers of the Artist Compositions.

d) From all royalties earned and received by Company in the United States from the exploitation of the Artist Compositions(s) throughout the Territory (the "Gross Receipts"), Company shall:

(i) Deduct and retain all out-of-pocket costs incurred by Company in connection with the exploitation, administration and protection of the Artist Compositions;

(ii) Deduct and pay royalties payable to the writers of the Artist Compositions (which Artist warrants and represents shall not exceed fifty percent of the Gross Receipts); and

(iii) Pay to Artist an amount equal to fifty percent (50%) of the balance remaining after deducting the aggregate sums set forth in Subclauses (i) and (ii) above, and the remaining fifty percent (50%) thereof shall be retained by Company for Company's sole use and benefit.

e) Accountings for such royalties shall be rendered separately from all other royalties payable hereunder at the same time that accountings with respect to record royalties are rendered pursuant to paragraph 10 (ACCOUNTING/PAYMENT) above.

f) Any assignment made of the ownership or copyright in, or right to license the use of, any Artist Compositions referred to in this Paragraph shall be made subject to the provisions hereof. The provisions of this Paragraph 12 (PUBLISHING) are accepted by Artist on Artist's own behalf and on behalf of any other owner of any Artist Compositions or any rights therein (provided that nothing herein shall require Artist to cause an unaffiliated third party co-writer to convey to Company any portion an Artist Composition composed by such unaffiliated third party co-writer).

g) Artist shall execute and deliver to Company any documents (including without limitation, assignments of copyright, letters of direction to the applicable Society, and Company's standard Exclusive Songwriter and Composer Agreement/Publishing Agreement (subject to good faith negotiation of the non-substantive provisions thereof) which Company may require to vest in Company and/or Company's designee(s), the copyright and other rights herein granted to Company in respect of each Artist Composition. If Artist shall fail to promptly execute such document and provided there is no current dispute between Company and Artist, Artist hereby irrevocably grants to Company a limited power of attorney to execute such document in Artist's name.

12. MARKETING AND MERCHANDISING.

a) Company shall have the right to use, and authorize others to use Artist's name, professional name, group name, fictitious name or sobriquets, approved likeness and approved biographical material solely in connection with the exploitation of the Master Recordings and/or Albums, on Internet websites and for the purpose of advertising and promoting Company. Company shall have the exclusive right to, and cause others to, create, maintain and host any and all websites relating to Artist (and any members thereof) and to register and use the name "[**professional name of Artist.com**]" and any variations thereof as domain names. All such websites and all elements thereof shall be Company's property during the Term of this Agreement. After the expiration of the Term, upon Artist's written request, Company will transfer to you one (1) or more domain names registered by us embodying your name and/or the Group Name if we have registered any such domain names, as well as any pages on social networking websites controlled by us. At Company's request Artist shall reasonably and customarily promote and support such websites.

b) Company shall submit to Artist for Artist's review and approval all still photos or renderings or likenesses of Artist, that Company (or any affiliated entity of Company) propose to use in connection with the advertising, publicity, marketing, and promotion allowable hereunder and all merchandising. Artist shall have six (6) business days from receipt of such photos or renderings or likenesses within which to disapprove of such photos or renderings or likenesses, provided, however, that Artist must approve at least fifty percent (50%) of all photos or renderings or likenesses in which Artist appears alone and at least seventy five percent (75%) of all photos or renderings or likenesses in which Artist appears with a group. Company shall endeavor to submit photos in batches of reasonable numbers (i.e., at least 50). Once a photo or rendering or likeness is approved pursuant to the foregoing process, the photo or rendering or likeness shall be deemed approved for all allowable

purposes stated herein. If the six (6) day period lapses without a response from Artist, all photos or renderings or likenesses submitted shall be deemed approved. Notwithstanding the foregoing, Artist's approval rights will not be applicable to still photographs furnished or provided by Artist or Artist's representative(s).

c) Artist hereby grants to Company all merchandising rights and the sole and exclusive right to use Artist's name (both legal and professional), approved likeness, approved picture and approved portrait in any manner whatsoever, and in perpetuity, in connection with the exercise of the merchandising rights herein granted. Company shall have the right to grant to others (including companies affiliated with Company), upon such terms as Company shall see fit, the right to exercise or cause to be exercised such merchandising rights. Company shall pay to Artist, pursuant to a separate accounting in accordance with the provisions of Paragraph 10 above and in addition to any and all monies provided for in this Agreement, fifty percent (50%) of all "Net Monies" received by Company connection with the exercise of said merchandising rights. The term "Net Monies" as used in this Paragraph shall mean all monies received less deductions for reasonable actual, verifiable out-of-pocket costs incurred by Company in connection with the exploitation, administration and protection of merchandising rights hereunder.

13. VIDEO COMMITMENT & RELEASE. If Company wishes to produce a Music Video featuring Artist's performance(s) ("Artist Video") and subject to Investor's investment in the Artist Video being equal to or greater than the Company approved budget ("Approved Video Budget") for the production of the Artist Video, Company and Artist shall jointly choose a director, producer and other creative elements of the Artist Video. Company shall pay for all costs of producing the Artist Video up to the amount of the Approved Video Budget ("Video Production Costs"). Any amounts paid by Company in excess of the Approved Video Budget shall be deemed a Company Advance hereunder. Company shall own the copyright in and control all rights to the Artist Video. Artist will not during the Term perform in any other Music Video or film featuring Artist's performances without obtaining Company's prior written consent not to be unreasonably withheld or denied. Company will pay Artist a royalty equal to twenty-five percent (25%) of the Net Amount Actually Received by Company for the sale of the Artist Video.

14. TOURING AND TOUR SUPPORT.

a) From time to time, Company may be the packager of a live performance event ("Company Concerts") for which Company requests the performance of Artist or Company may agree to pay the costs associated with Concerts which feature the Artist's performances. The costs and expenses ("Company Concert Expenses") associated with Company Concerts, including Artist's Concert Fee, shall be financed by Company, Investors or other third party partners of Company. Company and Artist shall mutually approve all relevant aspects of any Concert or Company Concert in which Artist performs, is requested to perform or wishes to perform, including but not limited to (as applicable) any guaranteed compensation payable to Artist in connection with Artists' performance ("Artist's Concert Fee"), promotion, merchandise, performance and staging elements, Artist crew and other performers. In the event of a dispute regarding any of the foregoing, Company's decisions shall be final.

b) Company Concert Expenses shall be recoupable only from the revenue derived from the Company Concerts, including but not limited to ticket sales, concert merchandise sales, and concert sponsorships. After Company pays all outstanding costs and expenses related to any Concerts and recoups its Company Concert Expenses, Company shall pay Artist Artist's pro-rata share of fifty percent (50%) of the Net Amount Actually Received by Company ("Artist's Profit Share") from or related to the Company Concerts, less Artist's Concert Fee. For clarity, Artist's Profit Share shall be shared with all artists performing on the applicable Company Concert according to the pro-rata share of Artist Concert Fees paid to all performers therein. For example, if Company has a fund of Ten

Thousand Dollars (\$10,000.00) from which to pay all Artist Concert Fees, and Artist is paid One Thousand Dollars (\$1,000.00) therefrom, then Artist's Profit Share shall be calculated by multiplying 50% (.50) of the Net Amount Actually Received by Company from the Company Concert by Artist's percentage share of the total Artist Concert Fees (10% or .10).

15. MECHANICAL ROYALTIES.

a) Artist hereby agrees to grant Company, its distributors and licensees, a mechanical license to reproduce each Controlled Composition for a royalty payable on net sales of Records for which Company actually receives payment equal to seventy-five percent (75%) of the minimum applicable statutory rate (without regard to the so-called "long song formula") in effect in the United States or other applicable country on the date of the first commercial release of the Album. The term "Controlled Composition" as used in this Agreement means any Composition that, in whole or in part, is written, owned or controlled by Artist, any producer of Masters recorded by Artist, or any person or other entity in which Artist or the producer has an interest. With respect to the non-Controlled compositions Artist shall use its best efforts to assist Company in obtaining similar terms from the copyright owner. Notwithstanding anything contained herein, the maximum combined rate for all Compositions on each Album shall not exceed ten (10) times, (five (5) times for an EP) seventy-five percent (75%) of such minimum applicable statutory rate ("Mechanical Royalty Cap"). To the extent that Company is required to pay mechanical royalties in excess of such Mechanical Royalty Cap, Company may deduct such excess from any and all monies otherwise payable to Artist hereunder.

b) Any assignment made of the ownership of copyrights in or the rights to license or administer the use of any Controlled Compositions, shall be subject to the terms and provisions hereof.

c) If Major Label/Distributor distributes records containing Artist's performances, Company shall decide, at its sole discretion whether the mechanical royalty provisions of this Paragraph shall apply to the Major Label Agreement, or whether the mechanical royalty provisions of the Major Label Agreement shall apply to Artist under this Agreement. Artist hereby consents to not withhold approval upon good faith negotiations shown to maximize Artists benefit in a major label agreement similar in scope to Company agreement, with regard to either formulation contained in the previous sentence. Company will provide Artist, upon request, with a copy of those relevant mechanical royalty provisions contained in the Major Label Agreement at any time after Major Label/Distributor elects to release an/or distribute records jointly with Company.

d) If any Album made under this Agreement contains compositions that are not Controlled Compositions, Artist will obtain licenses covering those compositions on terms no less favorable than those contained in the standard mechanical license issued by the Harry Fox Agency, Inc. Artist will also cause to be issued to Company licenses to reproduce each non-Controlled Composition on records distributed in the Territory on terms as favorable as those generally prevailing in the country concerned. Subject to this paragraph, Artist also grants to Company an irrevocable license to reproduce any video featuring Artist's performances, to distribute and sell copies of those videos, to publicly perform and to otherwise exploit them, in consideration of additional payment by the Company to the Artist. If the Company makes any revenue using the Artists name, likeness, appearance and or voice, Artist shall share in the proceeds as well.

16. WARRANTIES.

a) Artist warrants and represents that:

i) Artist has the full right, power and authority to enter into and perform this Agreement, and Artist is not a party to or bound by any contract or agreement, which will interfere in any manner with the complete performance of the Agreement by Artist. Artist is under no disability, restriction or prohibition with respect to Artist's right to sign and perform this Agreement. Artist warrants that except as otherwise provided for herein, there are no unreleased masters not controlled by Artist that could be released during the Term of this Agreement; and

ii) The Masters and performances embodied in the recordings to be produced hereunder and any use thereof by Company or its grantees, licensees or assigns will not violate or infringe upon the rights of any third party, including but not limited to copyright, trademark, privacy and defamation laws.

b) Company hereby represents and warrants that it has the full right, power and authority to enter into and perform this Agreement.

17. INDEMNITY. Artist, jointly and severally agrees to indemnify and hold Company harmless against any and all third party claims, damage, judgments, cost and expense, including reasonable outside attorneys' fees, arising out of any uncured, material breach or alleged breach by Artist of any warranties, representations or provision in this Agreement. Company shall notify Artist of the existence of any claim, demand, or of a matter to which the Artist's indemnification obligation would apply, within a reasonable time after Company becomes aware of such claim, demand or other matter, specifying in writing to Artist the facts relating to such claim, demand or other matter. Company shall be entitled to designate and control the defense of any matter to which Artist's indemnification obligations would apply, however, Artist may, at Artist's sole expense, participate in the defense of Artist as it relates to such claim. Pending the determination of any claim involving such alleged breach or failure, Company may withhold any sums due Artist under this Agreement in an amount consistent with such claims, suits, liabilities, losses, damages, judgments, recoveries, costs and expenses, until such time as such claims, suits, liabilities, losses, damages, judgments, recoveries, costs and expenses have been permanently resolved. However, if Artist delivers a surety bond in an amount, form, and with a company acceptable to Company, then Company will not withhold payment of monies otherwise payable to you under this Agreement or any other agreement between you and us or our affiliates pursuant to this Paragraph; and provided further, in any event, Company will liquidate any amounts so withheld if, within six (6) months of our initially withholding such payment, no lawsuit has been commenced, settlement discussions are not then taking place and otherwise the claim is not being pursued by the claimant; subject, however, to Company's right to withhold such monies in the future if such claim is reasserted. Company agrees to indemnify and hold Artist harmless against any and all third party claims, damage, judgments, cost and expense, including reasonable outside attorneys' fees, arising out of any uncured, material breach or alleged breach by Company of any warranties, representations or provision in this Agreement.

18. MINIMUM RECORDING OBLIGATION. Provided Artist is not in breach of this Agreement or in default of its obligations hereunder, and if Company is in receipt of completed Masters, satisfactory to Company, sufficient to comprise Artist's applicable Album commitment, Company agrees to commercially release each Album required to be delivered hereunder (which may be done on a track by track basis) in the United States or any other territories Company distribution is occurring within eighteen (18) months following Artist's Delivery of the applicable Album. If Company fails to commercially release an Album in the United States, Artist shall have the right, within sixty (60) days following the expiration of said eighteen (18) month period, to notify Company in writing of Company's failure and Artist's desire that the Term of this Agreement be terminated if Company does not, within sixty (60) days after Company's receipt of such notice from Artist, commercially release the Album in the United States. If Company fails to fulfill any such release commitment, Company shall have no liability whatsoever to Artist save any ongoing royalty, accounting and payment obligations and Artist's only remedy shall be to terminate this Agreement.

a) If Company fails to fulfill its release commitment under this Paragraph, subject to the provisions of Paragraph 33 below (FORCE MAJEURE), Artist may buy from Company any unreleased Master Recordings at a price no less than the applicable Authorized Budget:

(i) If Artist has entered into a recording or distribution agreement with another record label, be it a major label or an independent record label, the label may negotiate to purchase the unreleased Master Recordings at a price no less than Company's unrecouped expenses.

(ii) If Artist has not entered into a recording or distribution agreement with any record label and seeks to acquire its unreleased Master Recordings for its own sale and distribution, Artist may negotiate to buy its unreleased Master Recordings at a price no less than the applicable Authorized Budget.

19. EXPIRATION OR TERMINATION.

a) Upon the expiration or termination of this Agreement neither Company nor Artist shall have any further obligations to the other, except, that Company shall continue to account to Artist for royalties due, if any, and all of Artist's and Company's warranties and representations shall survive and Artist's and Company's indemnity of Company shall continue.

b) Artist shall not re-record any Composition recorded for Company under this Agreement for a period of three (3) years following the release of the last recording embodying that Composition by Company, or three (3) years following the expiration of this Agreement, whichever is later.

20. NOTICES. All notices to either party must be sent by either registered or certified mail (return receipt requested) to the addresses listed on the first page of this Agreement (or any other addresses as the parties may designate from time to time). All notices are effective on the date mailed, except for a notice of change of address, which is effective on the date received.

Courtesy copies to:
Law Office of Heather Beverly, PC
401 N. Michigan Ave., Suite 1200
Chicago, IL 60611

21. INJUNCTIVE RELIEF.

a) Artist acknowledges that Artist's services are unique and that Company would not be adequately compensated by money damages for the loss of those services, and Company will be entitled to seek injunctive relief to enforce this Agreement.

b) If applicable, Company shall instruct any Major Label/Distributor with which it enters into a Major Label Agreement to provide guaranteed compensation ("Guaranteed Compensation") equal to amount(s) required under California Civil Code § 3423. Nothing contained herein shall obligate Company or a Major Label/Distributor to pay directly to Artist and/or any "Applicable Member" (as that term is understood in the music industry) any such Guaranteed Compensation, but Company or Major Label/Distributor may, at its sole discretion, choose to make such payments. This Paragraph shall be deemed to fully satisfy the requirements of California Civil Code § 3423 and shall enable Company to seek injunctions relief with respect to one (1) or more members of Artist; provided that company and/or Major Label/Distributor pays such Guaranteed Compensation.

22. CURES OF BREACH. Company has thirty (30) days from receipt of written notice within which to cure any breach of this Agreement. Artist has the same period to cure any breach by Artist (except with respect to all clauses related to Artist's exclusivity hereunder, for which Company may immediately apply for injunctive relief, because Artist acknowledges that Artist's services are of a special and unique character, the loss of which would cause Company irreparable damage).

23. LEAVING MEMBER OF GROUP. This section is applicable if Artist is a group.

a) Artist will notify Company if any member of Artist leaves the group ("Leaving Member"). Company will then have sixty (60) days to notify Artist that Company wishes to enter into a separate agreement with the Leaving Member. The Leaving Member agrees that if Company elects to enter into an agreement with him or her, that agreement shall contain exactly the same terms

and conditions as this Agreement except that: (i) the Initial Period shall start on the date that Company elects to enter into the agreement with the Leaving Member and that the Term shall be extendable by Company until the end of this Agreement (at Company's option); and (ii) royalties payable to the Leaving Member shall be equal to two-thirds (2/3) of those payable to Artist under this Agreement. Company shall be entitled to maintain a single account with respect to recordings subject to this Agreement and any agreements with Leaving Members.

b) If any member of Artist leaves the group, Company shall have approval of any new member ("New Member") who may be hired to replace such Leaving Member. No New Member will be added unless the New Member becomes a party to this Agreement by executing all documents Company deems necessary. Alternatively, if any member of Artist leaves the group, Company may terminate this Agreement with no further obligations to Artist other than to continue to account to Artist for sales of the Albums; Artist's warranties and representations will survive any termination, as will Company's Leaving Member option above. Upon termination, Company may elect to treat all members as Leaving Members.

24. ASSIGNMENT. Company has the right to assign this Agreement provided that any assignee will be required to assume in writing the performance of Company's obligations as set forth in this Agreement subsequent to the effective date of the assignment and Company then shall remain secondarily liable. Artist has the right to assign this Agreement to any corporation, which Artist owns or substantially controls, but not to an unrelated third party, and shall not, by such assignment, be relieved of its obligation to personally perform its recording obligations under this Agreement.

25. ART/DESIGN. Company shall create and have final approval upon meaningful consult with Artist over all logos, designs, or other promotional art work created for use directly in connection with Artist's name and/or the exploitation of the Masters or Album hereunder shall belong entirely to Company and may not be used by any other party without Company's express prior written consent.

26. FREE PROMOTIONAL GOODS TO ARTIST. Promptly after the first commercial release in the U.S.A. of any Album produced during any of the Option Periods, Company will supply Artist, at no cost, with promotional, not-for-sale copies of the Album in quantities to be determined solely by Company. Promotional copies are not to be resold under any circumstances, including resale at Artist's live performances.

27. ENTIRE UNDERSTANDING. This Agreement sets forth the entire understanding between the parties hereto relating to the subject matter of this Agreement. No modification, amendment, waiver or discharge of this Agreement or any of its provisions shall be binding unless confirmed by a written statement signed by both parties. Failure by either party to exercise any right(s) granted hereunder shall not be deemed a waiver of said right(s)

28. GOVERNING LAW. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of the State of California applicable to contracts entered into and performed entirely within the State of California. All disputes arising out of or related to this Agreement shall be brought in whichever of the Superior Courts of the State of California, Los Angeles Country or the Federal District Court for the Central District of California, as has subject matter jurisdiction over the dispute.

29. SUCCESSION. This Agreement shall inure to the benefit of and be binding upon each of the parties hereto and their respective successors, permitted assigns and representatives.

30. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid the remainder of the Agreement which can be given effect without the invalid provision(s) shall continue in full force and effect and shall in no way be impaired or invalidated.

31. SIGNATURES. This Agreement shall not be deemed legal and binding until signed by both parties hereto. This Agreement may be executed and delivered in any number of counterparts or copies by the parties hereto. Each counterpart or copy thereof, including a facsimile copy, shall be deemed an original and together shall constitute one and the same Agreement, which shall be binding and effective as to the parties to this Agreement.

32. FORCE MAJEURE. If, because of an act of God, inevitable accident, fire, lockout, strike or other labor dispute excepting a strike or labor dispute by a Union for which Artist is a member, riot or civil commotion, act of public enemy, flood or other catastrophe, or due to any governmental law, order or regulation, failure of technical facilities, illness or incapacity of any performer or producer, or other causes not reasonably within Company's control (the "force majeure"), it is impossible for Company to meet its obligations as set forth in this Agreement, then, without limiting its rights, Company shall have the option, upon written notice to Artist, of suspending its obligations under this Agreement for the duration of any force majeure. Suspension due to force majeure will not constitute a default of this Agreement, and each of the contractual provisions will continue with full force and effect. If the force majeure does not affect the United States record industry generally, suspension will be limited to six (6) months.

33. INDEPENDENT CONTRACTOR RELATIONSHIP. The relationship between Company and Artist hereunder shall at all times be that of independent contractor; and nothing contained herein shall render or constitute the parties joint venturers, partners or agents of each other. Neither Company nor Artist shall hold itself out to third parties other than as set forth herein. Neither party shall have the right to execute any contract, or incur any obligation for which the other may be liable, or otherwise bind the other; and neither party shall be liable for representation, act or omission of the other. This Agreement is made for the sole benefit and protection of the parties hereto and not for the benefit of any third party. No person not a party to this Agreement shall have any right of action hereunder.

[ARTIST NAME]

By:

YOUR MUSIC COMPANY.

By: Yael Benamour