



MUSIC DEALERS

Welcome to the Music Dealers License Agreement! One of our goals at Music Dealers is to simplify the music licensing process and make it easier for everyone involved to make money and distribute high quality music. Rather than having to wait for lawyers to hash out terms over clearance issues we've developed a streamlined agreement between you, as the owner of the music, and us as the company whose entire goal is help you make money by getting your music licensed. Please note that this is a non-exclusive license agreement and not an assignment of underlying rights to your music.

Please read this agreement carefully, you are encouraged to review it with an attorney. If you have questions ask us at info@musicdealers.com before agreeing to the terms.

THIS MUSIC DEALERS LICENSING AGREEMENT (this "Agreement") is effective as of **DATE** between Music Dealers LLC, an Illinois limited liability company (referred to as "Music Dealers", "We" "Our" or "Us"), headquartered at 328 S. Jefferson Street, Suite 260, Chicago, IL 60661 and **ARTIST NAME** located at **ADDRESS** (individually or collectively referred to as "You" or "Your").

You are the sole owner and/or have exclusive control of the Original Master Recordings and the underlying Original Compositions You are requesting to upload to the Music Dealers' catalog.

You, or Your authorized representative, want to submit the Original Master Recordings and the underlying Original Compositions to Us on a non-exclusive basis and Music Dealers want to try to license them to third parties for money.

You will retain one hundred percent (100%) ownership of each and every Original Master Recording and underlying Original Composition You Deliver to Us. As set forth in this Agreement, the Gross Receipts from any License obtained by Us will be shared by You and Us. In consideration of the promises and the mutual covenants and agreements in this Agreement, and for other good and valuable consideration, which You acknowledge receiving, we both agree as follows:

ARTICLE I. DEFINITIONS

Throughout the agreement you will see capitalized terms. The capitalized terms are either defined in the parentheses that follow the words or are defined in this Article I. Please refer back to this Article for reference.

"Deliver" or "Delivery" shall mean delivery to Us of Original Master Recording(s) in either acceptable digital format, as set forth by Us, or a "commercial grade" mastered compact disc ("CD"). When You deliver the Original Master Recording(s) You must provide Us with (i) the artist name, title, timing, publisher(s) and writer(s), each writer's and publisher's percentage interest and the appropriate performing rights organization ("PRO") information; (ii) the

producer(s), and any other third parties involved in the creation, thereof; and (iii) any other credit and information that is to appear on the labels, liners and packaging of compact discs or other digital devices which contain the Original Master Recordings. On occasion, Music Dealers may ask You to deliver an instrumental version, acapella (vocals only) and/or a clean version of an Original Master Recording.

“Gross Receipts” shall mean the total amount of fees actually collected by Us for the use of a Licensed Work less any sales commissions or finder fees as established by Us, if any, and any collection fees actually charged by any third party collection agent, subpublisher or organization, reasonable legal fees and court costs incurred by Us in collecting a license fee and mechanical royalties.

“License(s)” shall mean all mechanical licenses, master licenses, synchronization licenses, print licenses, licenses to foreign publishers, negotiated “works-for-hire” and other licenses and catalog agreements to which Music Dealers or any of Our affiliates enter into which grant to any third party the right to exploit and to administer any of the Licensed Works, and all right to receive income derived from such exploitation or administration, except for any writers’ or publishers’ public performance royalties. Unless You opt-out of certain types of Licenses (in Article III), a License may include, but is not limited to, the placement of a song in any media now known or later discovered, including, but not limited to, film, television, advertisements, commercials, ringtones, compilations, streaming media and videogames.

“Licensed Use” shall mean the particular use or form of exploitation, irrespective of length, of a Licensed Work by a third party pursuant to a License granted by Us.

“Original Composition” shall mean a single musical composition, irrespective of length, including all spoken words and bridging passages, including a melody which are written or composed, in whole or in part, by You or at Your direction and are Delivered by You to Us pursuant to this Agreement, and which are accepted by Us to be uploaded to Our catalog. You hereby represent and warrant that You have the all rights necessary from any and all other contributors to any Original Compositions Delivered hereunder.

“Original Master Recordings” shall mean those master recordings embodying sound which may be used in the recording, production or manufacture of compact discs or other digital devices in any form now known or hereafter discovered, including but not limited to all edited versions of the Original Compositions which are Delivered by You to Us during the Term. Original Master Recordings are fully-mixed, sequenced unequalized and/or equalized and must be technically satisfactory for their intended purpose.

“Phonograph Record” shall mean a physical, non-interactive audio reproduction of the Original Master Recording (whether or not accompanied by or embodying audio-visual material) manufactured as a vinyl disc, cassette, compact disc, digital download, or any medium now known or hereinafter discovered, which is intended primarily for audio-only use.

“Sound Track Commercial CD” shall mean the use of a Licensed Work, whether or not together with other works, on a compact disc or other recorded medium now known or hereinafter devised,

including but not limited to digital downloads, streaming, or any which is commercially released in association with a dramatization, motion picture, video or computer game, or television production.

“Term” shall mean the period beginning at the execution of this Agreement and ending pursuant to Section 5.1 below.

“Territory” shall mean the Universe.

“Works” shall collectively mean the Delivered Original Master Recordings and the Underlying Compositions.

ARTICLE II – COMPENSATION AND LICENSE PROCESS

The following explains the process of how we work and how you will be paid if we secure a license for you.

2.1 Registration of Works. We, or Our affiliate, may register your Works with the appropriate PRO listing the writer and publisher information You have provided to Us with Your Delivery. We have the right to modify the title of each Work by including “MDV” or similar identifier in the title. The purpose of the inclusion of such identifier is to limit Our monetary participation strictly to the specific License Music Dealers has secured for You hereunder. The inclusion of such identifier will in no way effect Your right to collect any other income due to You from uses not secured by Us. If You or the writer or publisher of a Licensed Work is not affiliated with a PRO, Music Dealers will register the Licensed Work with the writer identified as “no affiliation”. If You or a writer later affiliates with a PRO it is Your responsibility to inform Us. You and any writer and/or publisher will retain the right to earn all income attributed to the writer’s share of each Licensed Work and Your portion of the publishing income as set forth herein.

2.2 Licensed Works and Payments To You. By granting Us the rights contained in this Article II, Music Dealers will be able to pursue licensing opportunities for You. There is no guarantee that Music Dealers will be able to License what You Deliver hereunder, but Music Dealers cannot attempt to do so without the rights You agree to grant Us. If, and only if, Music Dealers is able to License the Original Master Recordings and underlying Original Compositions You have Delivered, the same shall become a “Licensed Work” and Music Dealers will take the following steps:

- (a) As part of the registration with the appropriate PRO, as outlined in Section 2.1 above, Music Dealers will be listed as a fifty percent (50%) owner or participant in the publisher’s share of income for each Licensed Work which will entitle Us to collect fifty percent (50%) of the publisher’s share of income earned from the publishing of a Licensed Work.
- (b) Music Dealers shall pay to You the following for use of a Licensed Work(s):
 - (i) Fifty percent (50%) of the Gross Receipts, derived and actually collected by Us.

(ii) Notwithstanding Section 2.2(b)(i) above, if Music Dealers actually collects and receives a single fee for the synchronization of a Licensed Work, the public performance of such Licensed Work and/or any related mechanical royalties (“Single-Fee”), then Music Dealers will submit fifty percent (50%) of the income collected therefrom as part of Your Gross Receipts. In the event of a Single-Fee License You hereby unconditionally waive Your right to receive future performance royalties and/or mechanical royalties.

(iii) In the event that a Licensed Work is released on a Sound Track Commercial CD, Music Dealers shall pay to You fifty percent (50%) of the master and music publishing license fee, if any, and fifty percent (50%) of the mechanical royalties actually received by Us. Music Dealers or Our designated agent may establish a reserve for returns not to exceed twenty-five percent (25%) of the total number of units reported sold in the subject calendar quarter. Any reserve Music Dealers maintains will be released to You after four (4) accounting periods.

2.3 Understanding Relating to Payments. It is understood and agreed that the amounts payable to You pursuant to Section 2.2 is in consideration of all costs incurred by You in connection with the Original Master Recordings and underlying Original Compositions and a Licensed Work (if any), and in satisfaction of any and all compensation, fees and royalties payable to third parties who contributed to the creation or own any portion of an Original Master Recording and the underlying Original Composition or a Licensed Work, including, but not limited to, producers, composers, lyricists, musicians, leaders, music labels, publishers, contractors, synthesizer programmers, vocalists, arrangers, orchestrators, copyists and librarians. No additional new use or re-use fees will be paid by Us and Our sub-licensees for the Licensed Use of the Licensed Works other than provided for in this Agreement including, but not limited to any Musicians’ Union, AFTRA, SAG and/or AFM fees. Further, You hereby represent and warrant that You have the necessary authority to collect any and all amounts due hereunder. In addition to the Indemnification set forth in Article VI, You hereby agree to indemnify and hold Us, Our licensees, assignees and affiliated companies, and the officers, directors, employees, and agents of all the foregoing, harmless from and against any and all claims, damages, liabilities, costs and expenses (including reasonable attorneys’ fees, expenses and court costs) arising out of any third party claim for payments due hereunder.

2.4 Accounting Periods. Music Dealers will calculate any and all amounts owed to You on a quarterly basis beginning on January 1st of each year and continuing on each April 1st, July 1st and October 1st. Music Dealers will have the right to change the dates of these accounting periods by giving You thirty (30) days written notice to You, but no accounting period shall exceed three (3) months in duration. Within forty-five (45) days following the close of the corresponding accounting period, Music Dealers shall deliver to You a statement of account as well as any income earned by You. Music Dealers is not required to send You a payment or an account statement for any period in which the income payable to You is in aggregate One Hundred U.S. Dollars (\$100.00) or less.

2.5 Books and Records. At Your expense, You may examine Our books and records, as they relate to Your Delivery. You may make those examinations only for the purpose of verifying the accuracy of the items contained in the statements sent to You pursuant to the provisions of this Agreement. You may make an examination for a particular statement only once, and only within

two (2) years after the date of Your receipt of such statement. You may make those examinations only during Our usual business hours, and only at the place where Music Dealers keeps the books and records to be examined. You will be required to notify Us in writing at least thirty (30) days before the date when You plan to begin a review.

ARTICLE III – RIGHTS GRANTED

We cannot provide you with any of the compensation described in Article II without your agreement to grant us the rights in this Article III. You will always own your music, but you are allowing us to use it through this agreement. We are limited to the types of licenses that we attempt to secure for you. Again, this does not mean that we own your music, it just means that you are letting us use it in the hopes of getting it placed somewhere.

3.1 Rights Granted in Original Master Recordings and Underlying Original Compositions. You hereby grant to Us, on a non-exclusive basis throughout the Universe, the right to License the Original Master Recordings and underlying Original Compositions, including, but not limited to the titles, lyrics and music (music includes the composition of the melody), and performances and recordings included in the same. At Our request, You, and any and all other third parties holding rights to an Original Master Recording and underlying Original Composition, will execute any and all other documents, licenses and/or further assurances including, but not limited to, completing required waivers related to mechanical royalties to be submitted to applicable PROs, mechanical royalty collection agencies or other third party collection agencies, as Music Dealers may request from time to time, in order to establish and protect Our rights in and to the Original Master Recordings, underlying Original Compositions and Licensed Works. You agree to grant to Us the following rights to Your Original Master Recordings and underlying Original Compositions You Deliver:

- (a) All rights of control, publication, printing, performance, mechanical or other reproduction, distribution, synchronization, sale, exploitation, arrangement, adaptation, translation, use and disposition, now or hereafter known;
- (b) The right to register the Works with the appropriate PRO as set forth in Article II above;
- (c) The right to use the name, photograph, likeness, and/or biographical material of the writers of the Original Compositions, the Artist, musicians, instrumentalists, mixers and producers of the Original Master Recordings, and biographical material concerning all of the foregoing for the purposes of the exploitation of Licensed Works;
- (d) All rights to publish, record, produce, reproduce, distribute, display, digitally transmit, make, transmit, stream, perform, broadcast, telecast, otherwise communicate (in any version or versions thereof by any means now known or hereafter discovered), license, assign and enter into agreements to or with any person or entity with respect to all or any rights or part of the rights granted hereunder including, but not limited to, the sub-licensing of the Works to a third party for exploitation;
- (e) The right to register any and all Original Master Recordings and underlying Original

Compositions delivered to an administrator or third party for the purposes of collecting any earned royalty revenue from public performances.

(f) The right to exercise any right Music Dealers deems reasonably necessary or desirable in connection with the administration, exploitation, or protection of the Original Master Recordings, underlying Original Compositions and Licensed Works in accordance with this Agreement.

3.2 Artist's Exclusion. Following the execution of this Agreement, You will be prompted to a "Preferences" page. This page allows You to select from a specific list of category exclusions that will prohibit Your Original Master Recordings and underlying Original Compositions from being used within specific industries and/or types of uses (promotional or "gratis") and Licenses. Any selection You make will specifically exclude Music Dealers' right to grant any Licensed Use whatsoever from those rights in the Original Master Recordings and underlying Original Compositions set forth in Section 3.1. During the Term, You will be able select any additional exclusion(s) by accessing Your profile with Your username and password. Any selected exclusion made at any time during the Term will be incorporated herein and made part of this Agreement.

ARTICLE IV – YOUR REPRESENTATIONS AND WARRANTIES

This Article tells us that, amongst other things, you own the music that you are licensing to us. That means that no one else can claim that they own or have the rights to any part of your song. You cannot license music to us that you do not own or have not cleared. If you are under another agreement with a label or a publisher, you need to check with them to see if you have the right to enter into this agreement.

By entering into this agreement, you are promising that you have not copied any other person's work in the creation of your music, to the extent that such copying would violate any other person's rights (such as patent, copyright and trademark rights, etc.). By way of example, if you are not the true owner of the music that is the subject of this agreement, and the true owner makes claim on us for damages resulting from an infringement of his copyright protected rights, you will be responsible to us for all such damages.

You hereby represent, warrant and agree to Us:

4.1 Title. You own and hold a valid title to all of the Original Master Recordings and underlying Original Compositions and are free and clear of all encumbrances and restrictions or anything that would stop You from licensing them to Us under this Agreement. The Original Master Recordings and underlying Original Compositions are wholly original, do not include any samples/interpolations, and are not copied or derived from any other work. Further, the use of the Original Master Recordings and underlying Original Compositions (including, but not limited to, those uses provided for herein), will not infringe or violate the copyright or any common-law or equitable right nor any personal, proprietary, or other right of any kind whatsoever (including, but not limited to patents, copyrights, trademarks, publicity rights or moral rights) of any third party.

4.2 Authority. You have the full right and authority to enter this Agreement and to grant the rights included in it. If You are the Artist, You are at least eighteen (18) years old and have the right,

legal capacity and authority to enter into this Agreement and are not bound by an exclusive agreement with any third party regarding all or any portion of the Original Master Recordings and underlying Original Compositions.

4.3 Third-Party Modification. You agree that, unless specified herein, any third party may use portions of or the entire Licensed Work, and may edit, loop, enhance, or modify the Licensed Work, provided that any such change shall not alter the fundamental character of the portion of the Licensed Work being used, and any such change shall not give rise to any ownership rights or claims, including copyright, on the part of the third party, in or to the resultant master recording or underlying composition. You accept and agree that with respect to any Licensed Use, including those in a foreign territory outside of the United States, such changes and alterations may be made without Your approval.

4.4 Moral Rights. You waive any so-called “moral rights” which may now be or may hereafter be recognized, as well as any and all claims which You have or may have against Us, Our sub-licensees, successors and assigns, by use of the Licensed Works and the Original Master Recordings and underlying Original Compositions. As such, subject to the terms herein, You waive approval rights for the Licensed Use of any Licensed Work by any client, sublicensee or third party in accordance with the terms of this Agreement.

4.5 Waivers. You waive (i) any mechanical license fee or royalty which might otherwise be payable as the result of any use, including duplication, dubbing, reproduction or distribution, of all or a part of a Original Master Recording, underlying Original Composition, or a Licensed Work(s) by Us or by any third party in connection with auditioning of the same, and (ii) any performing rights fee or royalty which might otherwise be payable as the result of any electronic transfer or transmission or other performance or distribution in connection with an audition of all or a part of the Original Master Recording, underlying Original Composition, or a Licensed Work(s) to any third party by Us; provided, however, that nothing contained in this Agreement shall be deemed to constitute a waiver of any fee or royalty which shall become due and payable to the relevant performing or other rights society, such as PRS for Music, SoundExchange, ASCAP, BMI, SESAC, or collection agency, as the result of any use of a Original Master Recording, underlying Original Composition, or a Licensed Work by a third party, unless Music Dealers shall have issued a direct license with respect to certain of the public performance rights in any Licensed Works. You hereby agree that Music Dealers may use all or a part of a Original Master Recording, underlying Original Composition, or a Licensed Work in connection with any promotion, audition or advertisement of the same or of You (as one of Our artists) without any payment to You.

4.6 No Further Assignment. You agree that you may never assign the Licensed Works (which have been re-titled by Us), during and after the term of this Agreement. Nothing contained herein shall prevent Us from collecting amounts due and owing to Us from a third party should You violate this Section 4.6 of this Agreement and assign the Licensed Works. Please note that nothing contained herein shall prevent You from exploiting the Original Master Recordings and underlying Original Compositions under original and alternate titles with other licensees and sub-licensees.

4.7 Consents. You have obtained all necessary consents and licenses with regard to all Original Master Recordings, underlying Original Compositions and the Licensed Works. No other

approvals or consents are needed from any third party (including, but not limited to a label, collaborator, co-writer, co-producer, musicians, band-mates, or publisher).

4.8 Registration. You have registered the Original Master Recordings and the underlying Original Compositions with the appropriate copyright office and/or World Intellectual Property Organization, and appropriate PRO or have notified Us that You have not done so.

4.9 Adverse Claims. You are not aware of any judgments, decrees, awards, orders or injunctions, actions, and or claims, threatened or pending against You with regard to the Original Master Recordings and the underlying Original Compositions, directly or indirectly.

4.10 No Further Payments. Music Dealers will not pay anyone other than You for any of the Licensed Works. If You owe another party money from an Original Master Recording and the underlying Original Composition that You licensed to Us, You are responsible for paying that party. Music Dealers shall not be required to make any payments to You or on Your behalf for or in connection with the acquisition, exercise or exploitation of rights by Us pursuant to this Agreement, except as specifically provided in this Agreement. You agree to be solely responsible for and shall pay all sums due the writers, artists, producers, publishers, unions, studios, collection agents and other third party payments, and all other persons entitled to receive compensation with regard to the Original Master Recordings, underlying Original Compositions and the Licensed Works exploited hereunder.

4.11 Expert Review. You have had this Agreement reviewed by a lawyer familiar with the subject matter hereof or have knowingly waived Your right to do so.

ARTICLE V – TERMINATION

This is how either of us ends this agreement. It also sets out what happens if the agreement is terminated.

5.1 Termination. Either party may terminate this Agreement by providing the other party with thirty (30) days prior written notice of its desire to terminate (“Termination Notice”). Should You choose to terminate this Agreement by providing Us with a Termination Notice, You must include the following in the Termination Notice: Your user name, account information and a list of all of the Original Master Recordings and underlying Original Compositions which You have Delivered to Us during the Term. After thirty (30) days of receipt of the Termination Notice, this Agreement will be deemed terminated.

5.2 Discontinued Offering and Marketing. Upon termination, Music Dealers will discontinue offering and marketing the Original Master Recordings and the underlying Original Compositions to third parties, and will remove the same from hard-drives, websites and any other distribution medium reasonably within Our control, within the end of the first full calendar quarter after the termination date. Notwithstanding the foregoing, if any of the Original Master Recordings and the underlying Original Compositions have been submitted to a third party for purposes of attempting to secure a License, in any format now known or hereafter discovered, Music Dealers shall not be

responsible to retract, remove or otherwise request the removal of the same from the third parties. Further, if Licensed Works are part of a sub-licensee's blanket agreement for a specific term or the license agreement for a Licensed Work contains a specific term (which may or may not include automatic extensions or options to extend such term), the Licensed Works will be removed at the expiration of any such sub-licensee's agreement. Music Dealers will not be responsible for the recall of any Phonograph Records once placed in the marketplace. Any Original Master Recordings, underlying Original Compositions, and Licensed Works in Our possession will be destroyed.

5.3 Rights After Termination. After termination, Music Dealers retains the right to issue Licenses, collect payment and remit Your share of revenue per the terms of this Agreement, of any usage of the Licensed Work occurring after the termination but placed in the market, whether as part of a playlist submitted to third parties, a blanket license or a specific license, before termination. Further, Music Dealers retains the right to collect payments and remit Your share of revenue on any Licenses issued prior to termination per the terms of this Agreement.

5.4 Affect of Termination on Publisher's Share of Performance Income. Termination of the Agreement in no way affects Our right to perpetually collect Our publisher's share of performance income generated by the Licensed Use of a Licensed Work that Music Dealers successfully licensed for You.

ARTICLE VI – INDEMNIFICATION

6.1 Your Indemnification to Music Dealers. You shall, at all times, indemnify, save and hold Music Dealers, its licensees, successors, assignees and affiliated companies, and the officers, directors, employees, and agents of all the foregoing, harmless from and against any and all claims, damages, liabilities, costs, losses, demands and expenses (including reasonable attorneys' fees and court costs) arising out of or connected with any claim or action by a third party which is inconsistent with any of the warranties, representations or agreements made by You herein or out of any breach by You, and Your officers, directors, employees and agents of all the foregoing, of any representation, warranty or provision contained herein or any claims thereof and You will reimburse Music Dealers, on demand, for any loss, cost, expense or damage to which said indemnity applies. Music Dealers shall give You prompt written notice of any claim or action covered by said indemnity. Pending the determination and settlement of any such claim or action, Music Dealers shall have the right to withhold payment of such portion of any monies which may be payable by Music Dealers to You hereunder as shall be reasonably related to the amount of such claim, demand or action and the reasonably estimated costs, expenses or other damages in connection therewith (including, without limitation, legal costs and attorneys' fees). Upon resolution of any claim, monies withheld by Music Dealers as aforesaid may be used by Music Dealers to satisfy Your indemnity obligations hereunder and to the extent that the withheld sums exceed such indemnity obligations they shall be credited to Your royalty account hereunder.

Music Dealers shall have the right, at Music Dealers' election and without limitation for any reason, to withhold and recoup and recover the amount of any and all costs and expenses (including, without limitation, legal costs and attorneys' fees) that are paid or incurred by Music Dealers to defend, respond to, negotiate or prosecute any claim, demand, or action that is

inconsistent with any of Your warranties, representations, covenants or agreements hereunder from any monies payable to You hereunder to which Music Dealers or Music Dealers' affiliates are a party. You shall reimburse Music Dealers, on demand, for any payments made by Music Dealers at any time with respect to the actual amount of any claim, demand or action that is inconsistent with any of Your warranties, representations, covenants or agreements hereunder.

6.2 Music Dealers Indemnification to You. Music Dealers shall, at all times, indemnify, save and hold You, Your licensees, successors, assignees and affiliated companies, and the officers, directors, employees, and agents of all the foregoing, harmless from and against any and all claims, damages, liability, costs, losses, demands and expenses (including reasonable attorneys' fees and courts costs) arising out of or connected with the exercise of any rights granted herein or out of any breach by Music Dealers, and Our officers, directors, employees and agents of all the foregoing, of any representation, warranty or provision contained herein or any claims thereof provided that in no event shall Music Dealers' total liability to You under this Section exceed the total Gross Receipts due to You at the time of such call for indemnification and, provided further that such indemnity is limited to sums arising pursuant to the final judgment of a court of competent jurisdiction or due to a settlement approved in writing by Us.

ARTICLE VII – APPROVALS

Whenever Music Dealers or You need the other party to consent to anything, such agreement, approval or consent will not be unreasonably withheld unless otherwise specified herein. Notwithstanding the foregoing, the fee to be charged for the use of an Original Master Recording and the underlying Original Composition which will become a Licensed Work shall be determined by Us in Our sole discretion.

ARTICLE VIII – NOTICES

8.1 Form of Notice. All notices under this Agreement shall be in writing.

8.2 Method of Notice. All notices shall be given to the address each party has provided within this Agreement (or as otherwise advised during the Term) (i) by delivery in person, (ii) by courier or other personal delivery, (iii) by registered or certified mail with prepaid return receipt, (iv) by facsimile transmission (with a copy sent currently by certified mail, return receipt requested), or (v) by electronic mail.

8.3 Receipt of Notice. All notices shall be effective upon the receipt by the party to which the notice is given.

ARTICLE IX -- EVENTS OF DEFAULT: REMEDIES

As a condition precedent to any assertion by any party hereunder of any default or breach under this Agreement, or of any warranty, representation or covenant contained herein, the non-defaulting party shall first notify the other, detailing the nature of such default or breach and the specific facts upon which such claim is based. The party allegedly in default shall have a period of thirty (30) days from receipt of such notice within which to cure such breach or default. During such (30) day period, no default or breach of this Agreement shall be deemed to be incurable.

ARTICLE X - GENERAL PROVISIONS

10.1 Binding Effect. This Agreement is binding upon and shall inure to the benefit of the respective successors and/or assigns of the parties hereto.

10.2 Entire Agreement. This Agreement including Your selected exclusion(s), if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may not be modified or amended except by written agreement executed by the parties hereto.

10.3 Severability. If any term of provision is construed to be or adjudged invalid, void or unenforceable, the court shall first endeavor to construe the term or provision in a manner to make it enforceable, but such clause may be severed from this Agreement, and the remaining terms shall remain in full force and effect.

10.4 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws. Any legal action pursuant to this Agreement shall be brought in the state or federal courts located in Chicago, Illinois, and the parties hereby submit to the jurisdiction and venue of such courts.

10.5 Legal Fees. In the event of any action, suit or proceeding arising from or based on this Agreement brought by either party against the other, the prevailing party shall be entitled to recover from the other its reasonable attorneys' fees and costs in connection therewith in addition to any other relief to which the prevailing party may be entitled.

10.6 Pronouns. All pronouns shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

10.7 Italics. Portions of this Agreement contained in brackets and set forth in italic font are provided for explanatory purposes only and shall not be deemed a part of this Agreement.

10.8 Third Parties. This Agreement is not intended to, nor shall it, create any rights, entitlements, claims or benefits enforceable by any person who is not party to it.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, You hereby agree to be bound by the terms and obligations of this Agreement.

Contracting Party:

_____ Date _____

Contracting Party:

_____ Date _____

Street Address:

US: MUSIC DEALERS LLC

By: _____ Date _____

[EXHIBIT A PAGE and SCHEDULE A PAGES TO FOLLOW]

EXHIBIT A

Artist Level Exclusions:

The following are exclusions which you have selected for your Original Master Recordings and the Underlying Original Compositions. Once selected, we will not seek opportunities for your Original Master Recording and the Underlying Original Compositions in those categories.

Promotional Placements: ___ Yes, include me in promotional placements

Exclusions: (please circle your choice)

Alcohol: Yes, exclude me / No, include me from deals in this industry.

Fast Food: Yes, exclude me / No, include me from deals in this industry.

Military: Yes, exclude me / No, include me from deals in this industry.

Politics: Yes, exclude me / No, include me from deals in this industry.

Porn: Yes, exclude me / No, include me from deals in this industry.

Religion: Yes, exclude me / No, include me from deals in this industry.

Tobacco: Yes, exclude me / No, include me from deals in this industry.