



## **2. GRANT OF RIGHTS.**

**(a)** In consideration of the sum of One Dollar, and for other good and valid consideration, the Writers hereby sell, assign, transfer and deliver to the Publisher of the copyright of and in those musical compositions lyrics, (whether of music or lyrics or librettos or all combined), which are written and/or composed by the Writers (or arranged by the Writers if any are compositions that are in the public domain) including the title, words and music, and all rights of whatever kind or nature relating to musical compositions and lyrics created by the Writers during the Term of this Agreement (individually and collectively referred hereinafter as “the Said Works”). The Said Works shall include:

**(i)** all those works written and/or composed by the Writers (whether alone and/or in collaboration with others) as set forth in Schedule Two of this Agreement and:

**(ii)** all those works heretofore written and/or composed by the Writers (whether alone and/or in collaboration with others) and:

**(iii)** all those works hereinafter written by the Writers (whether at the request of the Publisher or otherwise and whether alone or in collaboration) during the Term hereof (and any period during which this Agreement may be extended).

**(iv)** The Publisher shall be entitled to renew and extend the registration and protection of any and all such copyrights and other rights and the ownership of such renewed and extended copyrights and other rights as may now or hereafter be conferred by the laws of any other territory so that the entire copyrights and all other rights that may exist in the Said Works shall vest absolutely in the Publisher for the entire period of copyright (including all extensions and renewals thereof) absolutely free from the adverse claims of any third party (subject to the rights of BMI (“BMI”) in the Said Works arising by virtue of the Writers’ membership therein). If, however, upon the termination of the Writers’ membership in BMI, any and all such rights referred herein shall revert to the Writers, THEN, such rights shall simultaneously be vested in the Publisher, however, in such event, the Publisher shall pay to the Writers the same share of all fees received by the Publisher (in lieu of BMI termination or other cause) as the share that would have been payable to the Writers in respect thereof.

**(v)** Without prejudice to the generality of the grant of rights hereinbefore contained, the Publisher shall have the exclusive right to obtain and maintain full copyright in the Said Works throughout the Territories as listed in Schedule 1 and/or any and all of the Writers’ rights existing under any agreements or licenses relating to the Said Works, for the Rights Period hereinafter defined.

**3.** All provisions terms and conditions contained in Schedules One and Two and Exhibit One hereof shall be deemed a part of and fully incorporated into this Agreement.

## **SCHEDULE ONE**

### **1. TERRITORY**

The territory in respect of this Agreement shall be for the following:

All European countries, and;

All Asian countries,

(“the Territory”).

Territory shall not include the United States and Canada

### **2. TERM**

**(a)** This Agreement shall be for an Initial period of six (6) months with an additional 3 months being added to the initial period if Publisher can provide proof of contract negotiations as described in (i), (ii) and (iii) below (“Initial Period”) during which time the Publisher will provide professional help and assistance to the Writers in securing the release of at least:

**(i)** Two (2) singles and or:

**(ii)** one (1) album

during the Initial Period in conjunction with

(“Minimum Release”) or:

**(iii)** securing a written document or letter of intent from a reputable record company a recording contract offering, acceptable to Writer(s), to release the Minimum Release (that is to say two (2) singles and or one (1) album as referred to in sub clause 2(a)(i)(ii) above)(“Record Company Letter”) provided the Publisher has submitted a copy of the Record Company Letter to the Writers by registered mail no later than the expiration of the Initial Period and the Minimum Release takes place no later than twenty four (24) months following commencement of the Term of this Agreement.

**(b)** For the purposes hereof, the terms “single”; “album” and “Major Territory” shall be as defined in Definition clauses 22(a)(b)&(c) respectively.

(c) Subject to the conditions of sub clause 2(a) (i) (ii) or (iii) above being achieved and agreed to by Writer(s) during the Initial Period, THEN the term of the publishing agreement shall automatically continue after the Initial Period until any period of:

(i) eighteen (18) months during which there has not taken place a release of at least one (1) new album in at least one major territory (not exceeding 5 albums) or:

(ii) a period equal to the longest running term in any record contract which provides for the release on sale to the public of singles and or albums of the Writers' embodied performances (of which term "Single" and "Album" shall be as defined in Definitions clause 22(a)&(b)) provided such term does not exceed six (6) years from the date of this Agreement,

whichever the latter.

### **3. RIGHTS PERIOD**

Subject to the conditions of sub clause 2(a) (i) (ii) or (iii) above being achieved during the Initial Period, the rights herein granted and assigned to the Publisher of and in the Said Works shall be for the full period of copyright (including all extensions and renewals thereof) and for the avoidance of doubt such period shall be deemed to have commenced on the date the Said Works were created ("the Rights Period").

### **4(a) LICENSING, ASSIGNING & COLLECTION OF INCOME**

Without limitation to its other rights herein the Publisher shall during the Rights Period herein have the exclusive right throughout the Territory to:

(a) reproduce the music and/or lyrics of the Said Works(s) in printed form as sheet music with words and music or music only or words only and or to issue licenses to third parties to reproduce the Said Works in newspapers, magazines, albums, folios or otherwise and to issue licenses to third parties to do the same;

(b) make new adaptations orchestrations dramatizations and arrangements additions and alterations to and deletions from the Said Works;

(c) make new lyrics or lyric translations in any language to the music of the Said Works and new music to the lyrics of the Said Works;

**(d)** authorize and grant stage and dramatic licenses (so-called grand rights and amateur rights including but not limited to any rights vesting in the libretto) for shows and theatre performances of all descriptions including but not limited to: musicals; operas, operettas, plays, concerts and cabaret;

**(e)** authorize and grant mechanical licenses to third parties or appoint the Harry Fox Agency (“Harry Fox”) and or its foreign affiliates to issue mechanical licenses in respect of the Said Works(s) or any of them for sales or manufacture for the purposes of mechanically or electronically reproducing the Said Works(s) by any method whether now known or becoming known including but not limited to compact discs, mini discs, dvds, videos, cassettes, vinyl or any other form of phonorecords and all other forms of audio or sound visual discs and or tapes or any devices now known or hereafter becoming known;

**(f)** authorise and grant synchronization licenses of the Said Works for synchronisation into films of all types including but not limited to commercials, feature films, animations, documentaries, video games, whether viewed on television, cinema, computer via software, web sites or otherwise, and all other devices in which the Said Works may be synchronized into a moving or still image.

**(g)** authorise and grant licenses for all past, present and future technologies that provide for the playing of and/or delivering of audio and/or visual impressions to consumers, whether by means of physical devices including the use of satellite, cable, streaming, on-line through the internet including but not limited to utilising the Said Works in analog and/or digital electronic databases, data networks (e.g., internet, or online services such as AOL, CompuServe, etc.) and telephone services or the likes thereof in any chosen manner and sequence for all possible utilisation within the scope of a databank, data network or telephone service, and especially to feed the Said Works into them, save them and disseminate them by analog or digital means, and especially to make them available to a restricted or non-restricted group of databank, data network or telephone service users in such a manner that they can receive or reproduce the Said Works on demand by means of television sets, computers or other equipment or on individual demand via other transmission routes for the purpose of acoustic and/or optical perception and/or reproduction and/or dissemination thereof, regardless of whether free of charge or a fee is charged for the same (e.g., pay radio, music on demand, download as phone ringtones, ringbacks etc.).

**(h)** public performances and or broadcasts of the Said Works on tv, radio, and all other public places and venues; except all public performances scheduled and performed by \_\_\_\_\_ as a part of her normal artistic career.

**(i)** assign all performing and broadcasting royalties and rights to BMI and its overseas affiliate societies to collect all such royalties and fees derived therefrom.

It is acknowledged that if the Writers is/are (a) member(s) of BMI he/they will receive his/they share of all performing and broadcasting fees directly from BMI in accordance with the society's ruling;

(j) grant or license any or all the rights herein vesting in the Publisher to sub-publishers or licensees in any part of the Territory.

(k) Publisher and/or Publisher's duly authorised sub-publishers and licensees shall have the sole and exclusive right to collect and receive all royalties and fees arising from the use and exploitation of the Said Works in the Territory during the Rights Period herein.

## **5. ROYALTIES**

By way of remuneration herein, the Publisher shall pay to the Writers the following royalties:

### **(a) SHEET MUSIC**

(i) Fifteen percent (15%) of the marked retail selling price of each copy of the Said Works sold and paid for and not returned in respect of the Publisher's own prints (except as hereafter provided);

(ii) Fifteen percent (15%) pro-rata of the marked retail selling price of each album or folio where the Said Works have been included sold and paid for and not returned in respect of the Publisher's own prints;

(iii) Fifteen percent (15%) of the marked retail selling price of each copy of the Said Works sold and paid for and not returned in respect of any orchestration, brass and military arrangement of the Publisher's own prints;

(iv) Fifty percent (50%) of all sums received by the Publisher from any third party for the licensing of the use of the words and music or words only or music only of the Said Works in any album, folio, newspaper, magazine and all other printed matter;

(v) No royalties shall be paid in respect of any prints herein offered for professional or promotional purposes or for unsold stocks or stocks disposed of or deleted from the catalogue of the Publisher or its representatives.

### **(b) MECHANICAL**

(i) Sixty percent (60%) of all royalties received by the Publisher for reproduction of the Said Works in connection with the manufacture of compact discs, cassettes, ddds, mini discs, vinyl, video, dvds, tapes and all other mechanical and electronic devices (now known or hereafter known) for sale to the public (collectively "Records").

**(c) SYNCHRONISATION**

Sixty percent (60%) of all royalties and fees received by Publisher for the right to use the Said Works for synchronisation into films of all types including but not limited to commercials, feature films, animations, documentaries, video games, whether viewed on television, cinema, computer via software, web sites or otherwise, and all other devices in which the Said Works may be synchronised into a moving or still image.

**(d) PERFORMING AND BROADCASTING**

(i) The Publisher and the Writers agree that BMI (and their affiliated societies throughout the Territory) shall be instructed to divide all monies fees and royalties arising out of their administration of the rights vesting in them from time to time in respect of the Said Works and that the Writers' share shall be sixty (60%) percent and the Publisher's share shall be fifty (40%) percent.

(ii) The Writers shall execute all such directions to BMI or applicable documents as may be necessary to procure the payments provided for in this clause.

**(e) STAGE AND DRAMATIC RIGHTS**

(i) Sixty percent (60%) of all net royalties and fees received by Publisher for the use of the Said Works in connection with any drama or for the use on stage or theatre (where PRS or its overseas affiliates do not license and collect).

**(f) MULTI MEDIA**

Sixty percent (60%) of all net monies received by Publisher in respect of any actual sale or use of the Said Works in connection with any and all multi media and/or future technologies, including but not limited to the use of MP3s and all other forms of licensing, not licensed by BMI, Harry Fox or their overseas affiliates including, but not limited to licensing for performance or delivery on the internet, satellite, ringtones, ringbacks game licensing and or wireless format.

**(g) FOREIGN**

(i) Sixty percent (60%) of all royalties and fees received by Publisher from its sub-publishers. The Publisher shall use commercially reasonable efforts to ensure that its agreements with its sub-publishers shall provide for the sub-publishers to retain an amount not exceeding thirty percent (25%) of the gross income at source and further that all royalties derived from sub-publishers' own printed editions shall be subject to a minimum payment by sub-publisher of fifteen (15) percent to the Publisher.

(ii) Sixty (60%) percent of any and all other royalties and fees received from any other source including but not limited to royalties and fees received from computer software and hardware and Multimedia use.

**(c) DIVISION OF ROYALTIES AMONGST WRITERS**

(i) As regards the Said Works it is agreed and understood that at the time of notifying the Publishers of any existing work(s) or newly created work(s) for the first time, the Writers shall be responsible for confirming to the Publisher the correct writer credits, that is to say who composed the music and who wrote the lyrics and in what proportions so that the Publisher may assess the correct accreditation as well as the correct share of the Writers' royalties to be apportioned to each writer in respect thereof. Thereafter, the writer credits and respective writers' share to such work(s) shall remain unchanged unless all the Writers who were originally credited to such work(s) notify the Publisher in writing of their election to change the credits and writers proportion of royalty in respect of such work(s). The Publisher shall not accept liability for any writer credits or royalties allegedly apportioned incorrectly as a result of any disputes the Writers may have with other writers.

**6. ADVANCES**

The Publisher agrees to pay the Writers the following advances:

(i) \$ (      thousand US dollars) one time advance within thirty (30) days of release through a reputable record label in at least two major territories that is to say any two of the territories listed under 22(c) of the first album featuring as the main artist containing her embodied performances on a minimum of 10 tracks;

(ii) \$ ( thousand US dollars) one time advance within thirty (30) days of release through a reputable record label in at least two major territories that is to say any two of the territories listed under 22(c) of the second album featuring as the main artist containing her embodied performances on a minimum of 10 tracks;

(iii) \$ ( thousand US dollars) one time advance within thirty (30) days of release through a reputable record label in at least two major territories that is to say any two of the territories listed under 22(c) of the third album featuring as the main artist containing her embodied performances on a minimum of 10 tracks;

(iv) \$ (sixty thousand US dollars) one time advance within thirty (30) days of release through a reputable record label in at least two major territories that is to say any two of the territories listed under 22(c) of the fourth album featuring as the main artist containing her embodied performances on a minimum of 10 tracks;

(iv) \$ (seventy thousand US dollars) one time advance within thirty (30) days of release through a reputable record label in at least two major territories that is to say any two of the territories listed under 22(c) of the second album featuring as the main artist containing her embodied performances on a minimum of 10 tracks;

(b) Notwithstanding anything contained herein advances due on any album containing compositions of less than one hundred (100%) percent of works written and or composed by the Writers shall be proportionately reduced on a percentage basis equal to the total tracks on such album so that by way of example if the total tracks fully written by the Writers under the Publisher's control consists of eight and the total tracks are ten, THEN the Publisher shall be entitled to reduce the advance payment due to the Writers to eighty (80%) percent of the original advance in respect of such album. In addition where the Writers co-write any of the Said Works on such album with other writers , THEN their share will be calculated proportionate to their contribution on such works (as registered with BMI and Harry Fox), so that by way of example, if their contribution is fifty (50%) percent of the total writers' share on a ten (10) track album, (that is to say they have co-written equally with other writers on all the tracks), then, the advance paid to the Writers will be reduced by fifty (50%).

(c) The Publisher will also pay sixty (60%) percent of all overseas sub publishing advances received by the Publisher proportionate to the Writers' contribution of any of the Said Works credited to them (less any advances already paid or due to the Writers).

(d) All other Albums embodying the performances of the Writers, and any compilation Albums which may include compositions written and or composed by the Writers (whether alone or in collaboration with others) shall be free of advance payments from the Publisher.

(e) The Publisher shall be entitled to fully recoup all advances, but only advances specifically paid to the Writer(s) herein by Publisher from the total royalty payments and fees otherwise due to the Writers the subject hereof.

(f) The collection of all monies herein shall be in accordance with government permission and existing laws in force or laws to be in force in all parts of the Territory including all such matters as taxes and duties required to be deducted in law and the deduction of commissions from any local collection societies, sub publishers and or licensees.

## **7. ACCOUNTING**

(a) Royalty statements shall be prepared as at the 30th June and 31st December in each year showing all income (if any) received by the Publisher during each preceding period of six (6) months and will be remitted within sixty (60) days thereafter together with payment to the Writers, but it is agreed that any payments of less than twenty US dollars shall be held over to the following accounting and all such statements and payments shall be final and binding on the Writers and shall not be subject to any objection unless specific objection in writing stating the basis thereof is given to the Publisher within one (1) year from the date of such statement.

### **(b) AUDIT**

The Publisher undertakes to keep true and accurate and up to date books of accounts and records of all its dealings and the Writers' duly authorized CPA shall have the right (subject to a prior confidentiality agreement) to examine the books and records of the Publisher insofar as the same shall relate to the Said Works the subject of this Agreement which shall be at the Writers' sole expense and upon giving no less than thirty (30) days prior written notice by registered mail. Such audit shall be at the premises of the Publisher during normal office hours. The Writers' or their duly authorized CPA shall not be entitled to

undertake more than one audit in each year nor to examine any statement in more than one audit.

## **9. FORCE MAJEURE**

Notwithstanding anything else contained herein the Publisher shall not be liable to the Writers wherever and to the extent to which the fulfillment of the Publisher's obligations is prevented, frustrated, impeded and or/delayed as a direct or indirect consequence of any force majeure event. For the purposes of this Agreement a "Force Majeure Event" shall mean any acts of God, hurricane, tornado and other extreme weather conditions, labor-strike, lockout or other industrial disturbance, wars, riot, sabotage, act of public enemy, terrorist act of gang violence, blockade, epidemic, earthquake or other earth movements, flood or other natural disaster, bomb blast or other explosion, fire, inability to obtain energy or suitable components, material or equipment or transportation, failure of non-operation of any telecommunications, telegraph and computer networks used by the Publisher (including without limitation the Internet and the World Wide Web) and the actions of or neglect of any third party used by the Publisher to discharge its obligations under these terms and conditions including (without limitation) any domestic and international telecommunications and telegraph networks used in connection with the provision of the service, the unauthorized access of the System by any third parties and any other cause of circumstances whatsoever and howsoever arising (whether or not of a class or kind before mentioned) beyond their reasonable control.

## **10. AUTHORISATION**

(a) The Writers hereby authorize empower and vest in the Publisher the right to enforce and protect all rights of and in the Said Works and the copyright therein contained throughout the Territory whether standing in the Publisher's name the name of the Writers or otherwise. The Publisher may in its sole judgment or such others as the Publisher may deem advisable as parties, act either as plaintiff or defendant in any suits or proceedings and bring any suits or proceedings in the Publisher's name or in the name of the Publisher's parent, affiliate, subsidiary or appointed licensee or in the name of the Writers or in the name of any other parties as the Publisher may so designate. It is hereby declared that the Publisher and or any other party so appointed by the Publisher shall without further formality be entitled to fully dispose of such suit or proceeding but that the Publisher shall prior to and throughout such suit or proceeding keep the Writers fully informed therein.

## **11. PROCEEDINGS**

**(a)(i)** Notwithstanding anything contained herein to the contrary, any legal action brought by the Publisher against any alleged infringement of any of the Said Works shall be initiated and prosecuted at the Publisher's sole cost, and any recovery made by it as a result thereof, after deduction of all expenses of the litigation, shall be divided as to sixty percent (60%) to the writers of such work or works relative to such action, and forty percent (40%) to the Publisher.

**(a)(ii)** If a claim is presented against the Publisher in respect of any of the Said Works from which the Publisher is jeopardized, it shall thereupon serve written notice to the Writers, containing full details of such claim known to the Publisher and thereafter until the claim has been adjudicated or settled the Publisher shall hold any moneys due the Writers in escrow pending the outcome of such claim or claims. The Publisher shall have the right to settle or otherwise dispose of such claims in any manner at its sole discretion. In the event of any recovery against the Publisher, either by way of judgment or settlement, all of the costs, charges, disbursements, attorney fees and the amount of the judgment or settlement, may be deducted from any and all royalties or other payments theretofore or thereafter payable to the Writers by the Publisher under this Agreement.

**(a)(iii)** The Writers shall have the right to participate in the defense thereof with legal representative(s) of their own choice at the sole expense of the Writers, provided that such legal representative(s) are cooperative with the Publisher's counsel and do not interfere with Publisher's counsel's smooth running of any litigation hereunder. In the event that the Writers or their counsel impedes or interferes with the Publisher's counsel's maintenance of any defense or other action hereunder, the Publisher may deduct from any monies that may become due to the Writers, the cost of the attorney hours and/or other related expenses that are reasonably attributable to such impediment(s) and/or interference(s).

**(b)** Notwithstanding anything to the contrary contained herein, the Writers shall not, except at the instigation of and with the prior written consent of the Publisher (which, if granted by the Publisher shall be by registered mail) commence or maintain any proceedings for infringement of any rights in relation to the Said Works against any third party. Any consideration by the Publisher for the Writers to commence or maintain any proceedings for infringement as aforesaid shall be subject to the Writers being solely responsible and liable for all costs therein. In the event that the Writers are awarded or receive any damages pursuant to such proceedings or from any claim against a third party as aforesaid then after deduction of all of the costs with respect to such action, the balance shall be divided as to sixty percent (60%) to the Writers and forty percent (40%) to the Publisher.

(c) In the event of either party alleging default against the other in any of the terms and conditions in this Agreement from which such party elects to take proceedings against the party, then the validity construction and effect of such proceedings shall be governed by the laws of the State of \_\_\_\_\_ and any legal proceedings that may arise out of it are to be brought in the Courts of \_\_\_\_\_

## **12. WRITERS' REPRESENTATIONS AND WARRANTIES.**

(a) The Writers hereby warrant represent and undertake with the Publisher that:

(i) they will (subject only to the provisions of sub clause 11(vi)) be the sole composers and writers of the Said Works which shall be wholly original to the Writers and nothing contained in the Said Works shall infringe the copyright or any other rights of any third party;

(ii) the copyright in the Said Works shall subsist or may be acquired in all countries of the world and universe whose laws for copyright protection shall so permit and that they will not at any time hereafter do authorize or omit to do anything relating to the Said Works or any of them whereby the subsistence of copyright therein or any part of such copyright may be destroyed or otherwise impaired;

(iii) the Said Works do not, nor shall they, contain any defamatory or obscene matter;

(iv) the Writers shall not during the period of the Term hereunder render on their own behalf or to any third party their services as composers and writers of musical compositions, lyrics and librettos or any of them;

(v) the rights hereby granted and assigned are, at the time of execution of this Agreement, vested in the Writers absolutely and that they have not previously assigned licensed granted or in any way encumbered the same so as to derogate from the grant and assignment hereby made and that they have good title and full right and authority to enter into this Agreement;

(vi) in the event that the Writers shall collaborate with any third party or parties who are not a party or parties to this agreement, the Writers shall use their best efforts to ensure that such third party or parties executes an assignment in favor of the Publisher in the form annexed hereto and marked "Exhibit One" in respect of any such composition;

(vii) save compilation albums the Writers undertakes during the Term hereof to make a good faith effort to compose or co-write at least eighty (80%) percent of compositions on all albums in which they or any of them are featured as performing artists subject to the conditions set forth in any Agreement between Writer(s) as artist with a reputable Record Company label;

(viii) the Writers shall not, without the prior written consent of the Publisher, make any disclosure or supply information to the public or to any third party (other than their manager or counsel) in relation to any matter arising hereunder or concerning the general affairs of Publisher;

(ix) the Writers shall, and do hereby consent to the use by the Publisher of their name and likeness and the titles of the Said Works or any of them in connection with any publicity and advertising material issued by or under the control of the Publisher, or any other legitimate business purpose of the Publisher; and the Writers hereby grant unto the Publisher the sole and exclusive right signature and approved biography data about the Writers in connection with the activities the Writers shall perform for the Publisher hereunder. The sole and exclusive right in the use of the Writers' names or any of them in connection with such activities shall be non-exclusive after the expiration of this Agreement and shall continue thereafter into perpetuity;

(x) the Writers shall not, during the period of their engagement hereunder, enter into any form of music publishing agreement for "the Territory" as defined in the Agreement (other than with the Publisher herein or the Publisher's subsidiary, licensee, sub-publisher, assignee or other designee pursuant to the instructions of the Publisher) for the purposes of assigning or licensing any compositions they have written and or composed in whole or in collaboration with others whether under their own name or in any other name, nor will they during the period of their engagement herein consent to or permit the use of their names as composers or writers of any musical composition or lyric of which they or any of them are not the composers and or writers;

(xi) the Writers shall not incur expenses of any description whatsoever upon the Publisher or its representatives nor pledge the credit of the Publisher or its representatives.

(xii) immediately upon completion of each of the Said Works, the Writers shall deliver to the Publisher a manuscript copy and/or a demonstration recording thereof;

(xiii) the Writers shall permit the Publisher to renew any and all copyrights subsisting in the Said Works prior to the expiration thereof and upon such renewal they shall grant to the Publisher for the renewal period the same rights

under the renewal copyright or copyrights as those herein granted for the period of this Agreement;

**(xiv)** the Writers shall at all times keep the Publisher fully and effectively indemnified against all actions proceedings costs claims and damages whatsoever made against or incurred by the Publisher as a result of any breach or non performance of any of the warranties representations or undertakings on their part herein contained.

**(b)(i)** For further securing to the Publisher the rights hereby granted and assigned, the Writers hereby undertakes with the Publisher at the request and expense of the Publisher to execute all such further instruments as the Publisher may from time to time require for the purpose of confirming the Publisher's title of and in the Said Works in any part of the Territory and the Writers hereby constitute and appoint the Publisher their true and lawful attorney-in-fact with full power of substitution in their name and stead but for the Publisher's benefit to take any and all steps (including proceedings at law and in equity and otherwise) and to execute acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest the rights hereby assigned more effectively in the Publisher or to protect the same or to enforce any claim or right of any kind with respect thereto and in the event of such proceedings against any third party the Writers shall afford the Publisher all reasonable assistance in providing and defending the rights held by the Publisher under this Agreement and the Writers declare that the power of attorney contained in this clause is coupled with an interest and is irrevocable.

### **13. EXPLOITATION**

**(a)** The Publisher shall use commercially reasonable efforts to publish and commercially exploit the Said Works and in this connection will use every reasonable effort and means available to it to make the Said Works available to singers musicians and producers in the fields of radio television and all other applicable performing areas.

**(b)** Notwithstanding anything herein contained if (in the case of any of the Said Works herein) there has not taken place in any part of the Territory following the Initial Period and any extensions from acquisition of such work or expiration of the Term (and any option periods) hereof (whichever the latter) any of the following:

**(i)** a recording of such work for the purpose of reproducing the same on a record or compact disc or cassette or other sound bearing contrivance or other visual image reproducing contrivance or device for sale to the public or digital transmission, performance or downloading;

(ii) the publication of such work in printed form (whether in the form of ordinary sheet music or as part of a folio or album or in any other printed form) for the sale to the public; or

(iii) a stage production or public performance; or:

(iv) the grant of a license for the synchronization of such work with any commercial motion picture or television film or production; or:

(v) any other commercial visual image producing device or radio broadcast,

THEN, the Writers of such work or works shall be entitled to give notice in writing to such effect to Publisher at any time after the date of the expiration of this Agreement (and any option periods) and if none of the uses referred to in sub clause 13 (b)(i)(ii)(iii)(iv)(v) above inclusive takes place in any part of the Territory in respect of such work within a further period of three (3) months from the date of receipt of such notice by Publisher then Publisher shall at the expiration of such further period of three (3) months reassign unto the Writers of such unexploited work and the Writers thereof shall have no further claim whatsoever against the Publisher in respect of such work PROVIDED THAT such reassignment shall be subject to all rights in such work for any territory outside the United States of America as may have been vested by the Publisher in any sub-publisher or licensee (other than a sub-publisher or licensee which is a parent, subsidiary, associate or affiliate of Publisher) by virtue of any agreement made before the date of receipt of such notice by the Writers to Publisher but so that the Writers shall be entitled to receive royalties earned by such work under such agreement after the date of reassignment.

#### **14. BENEFITS**

(i) The Publisher shall have the right to assign the Benefits herein (or any part thereof) to any person, persons, firm or company (or to any affiliate or subsidiary of the Publisher) upon written notification to the Writers by recorded delivery or registered mail.

(ii) The Writers shall have the right to assign the Benefits of their respective rights hereof (or any part thereof) upon the prior written consent of the Publisher (not to be unreasonably withheld) but in any event the Writers shall have the right to transfer into trust or bequeath their respective rights subject to prior written notification to the Publisher.

#### **15. WAIVER**

No waiver or modification of any of the terms and conditions herein in a particular instance shall be deemed a general waiver or modification of the balance of the terms and conditions of this Agreement and no waiver or modification shall be deemed enforced unless agreed in writing by the parties hereto.

## **16. LIQUIDATION**

If the Publisher shall enter into liquidation (other than a voluntary liquidation for the purposes of reconstruction or reorganization in circumstances where its ultimate control does not change) or if the Publisher shall make any composition with its creditors or if a trustee or receiver is appointed to take over all or a substantial part of the Publisher's assets and undertaking and is in control thereof for fifteen (15) days or more, then the Writers shall have the right forthwith to terminate this Agreement by registered mail sent to the Publisher. Upon receipt by the Publisher of such notice this Agreement shall immediately cease and determine.

## **17. LEGAL ADVICE**

In signing this Agreement the Writers confirm that they each fully understand and approve all the terms and conditions of this Agreement and that before signing they have taken independent legal advice from counsel versed in relevant matters. The Writers hereby waive the consequences of having failed to do so.

## **18. NOTICES**

All notices required to be served hereunder shall be in writing and sent to the addressee at the address hereinabove appearing by recorded delivery or certified mail, return receipt requested. Such notice shall be deemed served on the date of first attempted delivery.

## **19. NON-PARTNERSHIP**

It is hereby agreed and declared that nothing herein contained or implied in the performance of this Agreement shall be construed to operate as constituting a partnership between the Publisher and the Writers.

## **20. HEADINGS**

The headings contained in this Agreement are for convenience only and do not form a part of the agreement between the parties hereto and are not to be relied upon in the construction or interpretation hereof.

## **21. JOINT AND SEVERAL**

In construing this Agreement and all Schedules, Exhibits and/or other annexations (if any), where appropriate, the singular shall include the plural and vice versa and the masculine shall include the feminine and the neuter.

## **22. DEFINITIONS**

(a) “Single” shall mean a disc or phonorecord designed to be played in various formats including: compact discs, mini discs, vinyl, dvds videos, cassettes or any other format now known or hereafter known for sale to the public containing a minimum of two (2) not previously released sound recordings embodying the performances of the Writers as the main featured artists.

(b) “Album” shall mean a disc or phonorecord designed to be played in various formats including: compact discs, mini discs, vinyl, dvds videos, cassettes or any other format now known or hereafter known for sale to the public containing a minimum of ten (10) not previously released sound recordings embodying the performances of the Writer(s) as the main featured artist.

(c) “Major Territory” shall mean: (i) Germany (ii) the United Kingdom (iii) France (iv) Japan.

**THIS AGREEMENT** sets forth the entire agreement between the parties with respect to the subject matter hereof and no modification, amendment, waiver or discharge of this Agreement or any provisions thereof shall be binding upon the parties hereto unless signed by a duly authorized officer of the Writers and of the Publisher.

**THIS AGREEMENT** shall be binding upon and shall inure to the benefit of the parties hereto, their successors and permitted assigns and shall be governed by the laws of the State of

## SCHEDULE TWO

**TITLES**

**COMPOSER/LYRICIST**

together with all other works written & or composed by the Writers (alone or in collaboration with others) as defined in this Agreement during the Initial Period of this Agreement and any extensions thereof (“the Said Works”)

**AS WITNESS** the hands of the parties the day and year first above written.

**SIGNED** by the Artists

In the presence of:

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\_\_\_\_\_

\_\_\_\_\_

**SIGNED** by the Company

In the presence of:

\_\_\_\_\_

\_\_\_\_\_

## EXHIBIT ONE

In consideration of the sum of one US Dollar (the receipt and sufficiency of which is hereby acknowledged) and pursuant to the terms and conditions of that certain agreement made between:

\_\_\_\_\_ of: (hereinafter called "the "Publisher") on the  
one hand and:

\_\_\_\_\_ ("the Writer") of the other hand,

dated the

\_\_\_\_\_ ("the Agreement") I hereby grant and assign unto Publisher all of my interest in the full and entire copyright and all other rights of whatsoever kind and nature of and in the composition(s) entitled:

\_\_\_\_\_ in accordance with and subject to the terms and conditions of the Agreement throughout "the Territory".

**SIGNED by**

**Date:**

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