

AGREEMENT

This will serve to confirm an Agreement (hereinafter "Agreement") between _____ (hereinafter "You", "Your" or "Artist") and FLIKTRAX _____ (hereinafter "FLIKTRAX") executed as of _____ (hereinafter "the Date") in accordance with the following terms and conditions:

1. You hereby grant FLIKTRAX the non-exclusive right in musical compositions owned, administered and/or controlled by You (hereinafter "Composition(s)") and in master recordings owned, administered and/or controlled by You (hereinafter "Master (s)") as specified in Exhibit "A" to represent as of the Date for twenty-four (24) months (hereinafter "Term") to secure licenses for Commercial Placements in any type of media including but not limited to film, television, radio and the Internet.
2. In the event that You create or acquire, during the Term, additional Compositions and/or Masters that are not already included on Exhibit "A", (i) You may send a written notice to FLIKTRAX denoting the title(s) of each such New Composition and/or New Master; (ii) You may deliver a copy of each such New Composition and/or New Master to FLIKTRAX; (iii) each such New Composition and/or New Master shall be deemed automatically added to Exhibit A hereto subject to all of the terms and conditions set forth herein. FLIKTRAX will provide You with updated copies of Exhibit A each time a New Composition and/or a New Master is so added.
3. In the event that FLIKTRAX has secured prior to the Term or secures during the Term a commitment for an actual Commercial Placement on your behalf ("Commercial Placement shall be defined as the commitment for the placement of a Composition and/or a Master in a television program, film or commercial, CD ROM, a soundtrack usage, as gaming music, on an Internet website or on or in any other media including ringtones, video) it is agreed:
 - a) Artist shall grant FLIKTRAX an undivided (50%) fifty percent share of all master license fees and 50% (fifty percent) of all synchronization fees for a Composition;
 - b) FLIKTRAX shall have the right to issue licenses on behalf of the Composition(s) and the Master(s) during the Term of this Agreement;
 - c) In the event a soundtrack album or phonograph recording containing a Master(s) is released or any such Master(s) is otherwise exploited in conjunction with a Commercial Placement, FLIKTRAX shall have the right, except as otherwise set forth herein, to retain a sum equal to fifty percent (50%) of all fees, advances, points, royalties or other monies payable in connection therewith.

- d) You shall be entitled to one hundred percent (100%) of your writer's share of public performance royalties for the Composition(s), and fifty percent (50%) of the publisher's share of public performance royalties for the Composition(s). It is highly recommended that You register your Compositions with ASCAP, BMI, or SESAC upon execution of this Agreement, if You have not already done so.
- e) Notwithstanding anything contained herein to the contrary, in the event that any Composition(s) shall be included on a movie soundtrack or record album released in conjunction with a Commercial Placement, FLIKTRAX shall receive fifty percent (50%) of the mechanical use royalty fee, and ARTIST grants FLIKTRAX the right to collect such royalty and/or register such Composition(s) with the Harry Fox Agency for such purpose.
- f) In the event that FLIKTRAX makes any payment to a third party in connection with any Commercial Placement (e.g., if a fee or a share of revenues, royalties, advances, points, or other monies is payable to a third party involved in any such Commercial Placement), then the amount payable to such third party in connection with such Commercial Placement shall be deducted "off the top," or (if FLIKTRAX has previously paid monies to any such third party) recouped by FLIKTRAX, from any fees, revenues, advances, points, royalties or other monies earned or payable in connection with the Commercial Placement in question before such fees, revenues, advances, points, royalties or other monies are divided between You and FLIKTRAX.
- g) FLIKTRAX shall review each statement it receives concerning monies payable in connection with the Composition(s) and/or the Master(s). Should FLIKTRAX discover that any such monies are not being paid to You and FLIKTRAX in accordance with the terms of this agreement, FLIKTRAX shall notify the third party making such payments and instruct them to make any necessary corrections. If FLIKTRAX elects to audit the books and records of the party rendering any such statement, You will be entitled to the applicable percentage of the additional sums or proceeds that are paid or otherwise payable as the result of such audit, in connection with each such Composition after FLIKTRAX has been reimbursed 'off the top' for the costs associated with such audit.
- h) FLIKTRAX shall issue quarterly statements and make any payments due to You.
- i) In the event FLIKTRAX secures a 'custom project' for You, each and every underlying musical composition that is created by You or Your Agent as a part of each such custom project will be deemed a Composition hereunder, will be subject to the terms and conditions of this Agreement. The term 'custom project' shall include, but not be limited to, each underlying musical composition that is created by You or Your Agent and which is specifically requested or commissioned by a third party introduced to You by, brought to Your attention by or otherwise doing business with FLIKTRAX.

- j) In the event that Commercial Placement as defined in paragraph 1 above should occur within eighteen (18) months after the expiration of the Term of this Agreement, which Commercial Placement is the result in whole or in part from the efforts of FLIKTRAX during the Term set forth above, you agree to assign to FLIKTRAX the same percentage of Master and publishing rights and administration rights on the same terms as those set forth herein.
 - k) FLIKTRAX shall collect all such monies directly from the source (including, without limitation, record labels and film and television studios) and then shall pay you the share of such monies to which you are entitled hereunder. FLIKTRAX shall not be entitled to any fees, advances, points, royalties or other monies in connection with Commercial Placements that were secured prior to the execution of this Agreement or with commercial releases of the Masters unrelated to Commercial Placements
4. You represent and warrant that you own or control 100% of the copyright in and to the Compositions and/or the Masters throughout the Territory; that You own or control all other rights necessary to enter into and fully perform this Agreement; You represent that You have obtained all necessary vocal and/or musician performance clearances, and there are no liens or encumbrances or monies due performers or players in association with the Master(s) or due writers, co-writers or publishers in association with the Compositions(s); that the consent of no other party is required in connection with this Agreement; that You have the full right, power, and authority to make this agreement and to grant the rights granted herein on behalf of Yourself and any third parties; and that FLIKTRAX will not be required to make any additional payments to any union, guild or any other third party as a result of exercising any of the rights granted herein.
 5. Artist shall have, upon thirty (30) business days written notice and at Artist's sole cost and expense, the right to have a CPA audit FLIKTRAX's books and records that pertain to any Composition herein, during FLIKTRAX' normal business hours. The audit shall not exceed one (1) audit in connection with a particular statement and an audit pertaining to a particular statement may be conducted only during a period not to exceed thirty-six (36) months after the statement in question is issued.
 6. You agree that You shall not contact any clients of FLIKTRAX. FLIKTRAX agrees to use reasonable efforts to inform Artist of all Commercial Placements of Compositions in films, televisions and commercials, it being understood that failure to so inform Artist shall not constitute a breach of this agreement.
 7. FLIKTRAX may assign or otherwise transfer those rights in and to any Composition and/or Master and/or any of its rights and obligations that are specifically granted to FLIKTRAX hereunder, including, without limitation, all rights to collect and receive monies in connection therewith.
 8. Each party undertakes to keep all information relating to this Agreement strictly confidential and not disclose the contents of this Agreement or any matter relating thereto

to any person other than such party's professional advisors or except as ordered by a court of competent jurisdiction.

9. Any notice required hereunder may be given by any of the following means: (a) delivered personally, (b) delivered by a nationally recognized overnight courier service, (c) sent by first class mail, postage prepaid, return receipt requested, or (d) sent by facsimile, to the respective parties at the addresses given in the preamble of this Agreement, which addresses may be changed by the parties by notice conforming to the requirements of this paragraph. A copy of all notices to be given to FLIKTRAX hereunder shall be sent to the Law Office of Paul Rapp, paul@paulrapp.com.
10. This Agreement has been entered into in the New York and shall be governed by the laws of the New York applicable to contracts entered into and performed entirely within such State. New York courts (state and federal) only will have jurisdiction of any controversies regarding this Agreement and the parties hereto consent to the jurisdiction of said courts. In the event of any action, suit or proceeding arising from or based upon this Agreement brought by either party hereto against the other party hereto, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees in connection therewith in addition to the costs of such action, suit or proceeding.
11. The term of this Agreement will renew automatically for successive one (1) year periods unless one (1) party notifies the other in writing no later than sixty (60) days prior to the anniversary of the effective Date that it does not want this Agreement to renew. All such renewals will be deemed to be part of the Term.
12. This Agreement shall be binding on the respective parties hereto.
13. This Agreement may be modified only in writing signed by both parties hereto.

If the above is in accordance with our agreement, please sign in the places provided and return to FLIKTRAX.

Agreed to:

Date:

S.S.#:

Phone #:

Date of Birth:

Very Truly Yours,

FLIKTRAX
An Authorized Signatory

By:

Date:

Date out:

Date in:

VOCAL / MASTER(S) RECORDING RELEASE:

This letter will serve to confirm our understanding as follows regarding the Composition(s) titled:

ENTER SONG NAMES

1. You represent that you own any and all rights in and to the Master Recording(s) of the Composition(s), including the exclusive right to enter into this Master Use Agreement regarding said Master Recording(s), and that you take full legal and financial responsibility for any and all claims against those rights, which may arise now or in the future.
2. You also represent that you have obtained all necessary vocal performance clearance and or any other performance clearances regarding the Master Recording(s) and the Composition(s), and that you take full legal and financial responsibility for any and all claims against those rights, now or in the future.
3. You assign to us the right to negotiate and enter into on your behalf a "Synchronization and Performance License Agreement" for said Compositions and a Master Use License for said Master(s) and their usage and inclusion in a Film/Television project during the term of our agreement titled "Letter of Intent."

Agreed and Accepted:

By: _____

Date: _____