



Terms of Service - Rock the Track Talent Show

1. Acceptance of Terms: By participating in the Rock the Track Talent Show ("the Talent Show"), you agree to comply with and be bound by these Terms of Service. If you do not agree to these terms, please refrain from registering and participating in the Talent Show.

2. Eligibility: The Talent Show is open to individuals and groups of all backgrounds and experience levels. Participants must be at least 18 years old or have parental/guardian consent to enter. Moorish Media Entertainment reserves the right to verify the eligibility of participants.

3. Registration: To participate in the Talent Show, you must complete the registration process on our website (Moorishmediaent.com/rock-the-track) and pay the non-refundable registration fee of \$35. The registration deadline is March 31, 2024.

4. Submission Requirements: a. Prepare an Electronic Press Kit (EPK) containing your biography, photos, social media handles, and original songs using authorized Moorish Media ENT instrumentals. b. Create a music video showcasing your creativity, complying with Moorish Media Inc. standards. c. Include B-roll footage of the song-making process. d. Send the EPK and music video to RTT@moorishmediainc.com.

5. Participation Agreement: Participants must agree to all terms of service, contest rules, and sign a contest agreement provided by Moorish Media Entertainment.

6. Judging Criteria: Entries will be judged based on creativity, cadence, innovation, and style. The decisions of the judging panel are final.

7. Prizes: a. Winners will receive cash prizes and professional studio recording opportunities, as specified by Moorish Media Entertainment. b. The Grand Prize



winner will receive \$10,000 USD and an exclusive recording contract with Moorish Media Entertainment.

8. Global Exposure: By participating, you agree to allow Moorish Media Entertainment to distribute your song and broadcast your music video worldwide through their multi-platform media distribution network.

9. Code of Conduct: Participants must conduct themselves in a professional and respectful manner throughout the Talent Show. Any inappropriate behavior may result in disqualification.

10. Compliance with Laws: Participants must comply with all applicable laws and regulations. Moorish Media Entertainment is not responsible for any legal issues arising from a participant's non-compliance.

11. Changes and Updates: Moorish Media Entertainment reserves the right to modify these terms or the Talent Show format at any time. Participants will be notified of any changes.

12. Contact Information: For inquiries or assistance, contact RTT@moorishmediainc.com or visit the contact us page on the Moorish Media Entertainment website.

Participation in the Rock the Track Talent Show is an acknowledgment of these terms. Moorish Media Entertainment wishes all participants the best of luck in their musical journey.

Social Video Monetization

By participating in the Rock the Track Talent Show ("the Talent Show") and submitting videos for social media platforms, you agree to comply with and be bound by the following Social Video Monetization Terms of Service:



1. Video Submission: a. You may submit videos created for the Talent Show to various social media platforms, including but not limited to YouTube, Instagram, and Facebook. b. Ensure that your videos comply with the terms and policies of the respective social media platforms.

2. Monetization Rights: a. By submitting a video to the Talent Show, you grant Moorish Media Entertainment the non-exclusive right to monetize, advertise, and promote your video on social media platforms. b. Moorish Media Entertainment may use advertisements, sponsorships, or other monetization methods on videos submitted to the Talent Show.

3. Revenue Sharing: a. If Moorish Media Entertainment generates revenue from the monetization of your video, you may be eligible for a share of the revenue. b. Revenue sharing details will be communicated separately, and participants will be notified of their eligibility.

4. Eligibility for Revenue Sharing: a. To be eligible for revenue sharing, your video must comply with social media platform policies and Talent Show guidelines. b. Violation of any terms may result in disqualification from revenue sharing.

5. Social Media Platform Policies: a. Participants must adhere to the terms and policies of the social media platforms on which they share their Talent Show videos. b. Moorish Media Entertainment is not responsible for any actions taken by social media platforms in response to video submissions.

6. Promotion and Exposure: a. social video monetization aims to promote and expose participants to a wider audience. b. Participants agree to allow Moorish Media Entertainment to use their videos for promotional purposes.

7. Exclusivity: a. Participants retain ownership of their videos and may share them on other platforms. b. Moorish Media Entertainment's monetization rights are non-exclusive.



8. Changes and Updates: a. Moorish Media Entertainment reserves the right to modify these Social Video Monetization Terms at any time. b. Participants will be notified of any changes.

Participation in the Talent Show with the understanding of Social Video Monetization Terms constitutes acknowledgment and acceptance of these terms. Moorish Media Entertainment looks forward to showcasing your talent and promoting your videos to a global audience.

Digital Distribution

By participating in the Rock the Track Talent Show ("the Talent Show") and submitting original songs, you agree to comply with and be bound by the following Digital Distribution Terms of Service:

Submission of Original Songs: a. Participants may submit original songs for the Talent Show, and Moorish Media Entertainment may select certain entries for digital distribution. b. The contesting will be using music I.e. beats and instrumentals owned by the company. The company will have exclusive ownership and use of the music

2. Digital Distribution Channels: a. Moorish Media Entertainment may distribute selected songs on digital music platforms, including but not limited to streaming services, online stores, and music download platforms. b. The specific digital distribution channels will be determined by Moorish Media Entertainment.

3. Revenue Generation: a. Participants acknowledge that Moorish Media Entertainment may generate revenue from the digital distribution of selected songs. b. Revenue may be generated through streaming royalties, downloads, and other applicable monetization methods.



4. Revenue Sharing: a. Participants may be eligible for a share of the revenue generated from the digital distribution of their songs. b. Revenue sharing details will be communicated separately, and participants will be notified of their eligibility.

5. Eligibility for Digital Distribution: a. To be eligible for digital distribution, the submitted song must comply with the Talent Show guidelines and meet the quality standards set by Moorish Media Entertainment. b. Violation of any terms may result in disqualification from digital distribution.

6. Exclusivity: a. Participants retain ownership of their original songs and may distribute them through other channels. b. Moorish Media Entertainment's digital distribution rights are non-exclusive.

7. Promotion and Exposure: a. Digital distribution aims to promote and expose participants to a wider audience. b. Participants agree to allow Moorish Media Entertainment to use their songs for promotional purposes.

8. Changes and Updates: a. Moorish Media Entertainment reserves the right to modify these Digital Distribution Terms at any time. b. Participants will be notified of any changes.

Overview:

Participation in the Talent Show with the understanding of Digital Distribution Terms constitutes acknowledgment and acceptance of these terms. Moorish Media Entertainment looks forward to digitally distributing your original songs and promoting your music to a global audience.

RECORDING PROCEDURE.

(a) The procedures set forth below shall be followed by you with respect to each master Recording embodying the performances to be made by you hereunder. In connection therewith, you shall: (i) allow Company's representatives to attend any



or all recording sessions at Company's non-recoupable expense; and (ii) deliver to Company Master Recordings fully mixed and edited, along with the elements described in clauses (ii), (iii), (iv) and (v) of subparagraph 4(b) below.

(b) As and when requested by Company and subject to Company's approval, you or a producer on your behalf shall edit and mix and, as may be necessary or requested by Company, re-record such Master Recordings, and shall perform all other functions and services customarily performed by producers of Master Recordings. Without limiting the generality of the foregoing, with respect to each Master Recording to be Delivered hereunder, you shall: (i) comply with all applicable rules and regulations of all unions having jurisdiction; (ii) provide song titles (and any subtitles), names of composers, complete publisher line (plus the current address and telephone number of all publishers) and affiliation (ASCAP, BMI, etc.), (iii) with Company's assistance, develop an album concept and an album title and make all necessary arrangements for the preparation of (and designate) liner credits and liner notes and for any photographs needed in connection with the album cover; (iv) obtain in writing all consents, clearances and releases required for the use of all elements in connection with such Master Recordings; and (v) furnish in writing all data necessary or appropriate for Company's securing copyright protection in the sound Recordings made hereunder for and in the name of Company.

(c) Each Master Recording made hereunder shall be subject to Company's approval as technically and commercially satisfactory in Company's sole judgment for the manufacture and sale of Phonograph Records and in the event Company fails to approve any such Master Recording, you shall take such action as Company deems necessary to obtain Company's approval. Without limiting the foregoing, Company reserves the right to reject any Master that Company reasonably believes is either offensive to reasonable standards of public taste or in violation of the rights of others.



(d) No "live" Recordings shall be made by you without Company's written consent which Company may withhold in its sole discretion.

(e) You shall not submit for Delivery any Master Recording embodying performances which include any Side or material included on any Master Recording embodying your performances previously Delivered hereunder to Company without Company's prior written consent, which Company may withhold in its sole discretion.

(f) Only Master Recordings consisting of previously unrecorded Compositions shall apply in reduction of the recording commitment.

(g) You agree to Deliver to Company each Master hereunder in the form of a Digital Master. You will concurrently deliver: (i) all multitrack tapes recorded in connection with the recording project, including, without limitation, all twenty-four (24) track master tapes or digital equivalent and (ii) a detailed list setting forth the location, format and number of all such multitrack tapes and the facilities used in connection with the particular recording project, and you hereby warrant and represent that all such information supplied by you in connection therewith is and shall be complete and accurate. Upon Company's request, you agree to Deliver a 96Khz/24 bit 2 channel stereo version and a 5.1 channel surround sound version of each recording embodied on a Master hereunder for use on DVD Audio discs, and all costs incurred in connection with creating such versions will constitute Recording Costs hereunder. Without limiting any of Company's rights or remedies hereunder, not less than two (2) weeks prior to Company's authorization of pre-mastering (e.g., equalization and the making of reference dubs or the equivalent thereof in the applicable configurations) for a particular set of Master Recordings hereunder

(including remixes of Master Recordings, regardless of whether such remixes will be commercially released), you shall deliver to Company for the applicable set of Master Recordings the lyrics to the Compositions embodied on such Masters, which lyrics shall be typed and in an easily readable form.



ANCILLARY RIGHTS PROVISIONS.

(a) Company shall have the right to work with you to assist in creating streams of income generated by you from the exploitation of Ancillary Rights (defined hereafter). Company shall have the right, power and authority to originate and negotiate deals for the Ancillary Rights, subject to your approval, not to be unreasonably withheld. Company shall participate in the Ancillary Rights Proceeds (defined hereafter) generated or originated by you (and/or by Company) as further described in this Agreement. You hereby grant to Company the right to receive the Company Share (as defined in section 5(c)(3) below) of Ancillary Rights Proceeds (as defined in section 5(c)(2) below).

(b) You and Company acknowledge that Company's right to receive the Company Share of Ancillary Rights Proceeds shall not constitute management of the Artist and that Company shall have no obligation to advise Artist or guide Artist as to the advisability of exploiting any Ancillary Rights (as defined in section 5(c)(1) below), or to locate any opportunity to exploit Ancillary Rights. You acknowledge that we have advised you to retain the services of an independent manager to advise you generally in relation to your career and your activities in the music and entertainment industries. You acknowledge that nothing contained in this agreement shall be deemed to create a fiduciary relationship between you and Company. Without limiting the foregoing, you and Company agree that Company is not an employment agent, theatrical agent, or licensed talent agent and that Company has

not promised to procure employment or engagements for you, and that Company shall not be obligated to procure or attempt to procure any employment or engagements for you hereunder. You agree to hire a licensed talent agent to handle all negotiations for booking of engagements and such other matters as are customarily handled by a talent agent, and shall be solely responsible for payment of all necessary commissions to such talent agents and to booking or similar agencies.



(c) As used in this Article 5 the following terms have the following meanings:

(i) "Ancillary Rights" means: (i) endorsements, special marketing arrangements, sponsorships, strategic LLCs or other business relationships with third parties relating to you; (ii) the exploitation in any and all media of the Name, Likeness and/or biographical material of or relating to you, including without limitation, such exploitation on merchandise of any kind, whether from live touring or from retail sales, premiums such as products which bear a third party's trademarks or logos together with your Name and/or Likeness in games, including, without limitation, video games, the use of your Name, voice and/or Likeness in dramatizations such as cartoons and the use of your photograph and/or likeness for advertising purposes as a model, including without limitation, print and television ads; (iii) your live performance engagements in all media, including musical and/or dramatic performances on tour, in concerts, on television, radio, "webcast," livestream, streaming, internet and all other means; (iv) books, magazines and non-fiction publishing materials written about you (v) appearances or participation by you as a performer, whether as an actor or otherwise, in connection with a film or television show and (vi) work you do as a record producer. Notwithstanding the foregoing, nothing contained in this Article 5 shall in any way affect, limit or restrict any other rights granted to us under this Agreement, including, without limitation, the rights granted to us pursuant to Paragraph 8 (c) hereunder. For the sake of clarity, 3rd party licensing of Masters shall be subject to the Net Profits split described in Paragraph 8 below.

(ii) "Ancillary Rights Proceeds" means all monies or other compensation or consideration, including advances, arising from exploitations of the Ancillary Rights (excluding, for the avoidance of doubt, any monies derived from your music publishing rights--which are addressed in a separate section of this Agreement--or sales in connection with the Merchandising Uses under Paragraph 7 (e) below) or any of them which exploitations take place or are agreed to during the Term, whether such monies or other compensation are received during or after the Term



and whether such monies are paid or credited to you, or any Person receiving such monies on your behalf (the "Ancillary Proceeds"). Notwithstanding anything contained herein, the Company Share of Ancillary Rights Proceeds shall apply in perpetuity to anything giving rise to Ancillary Rights that is created (e.g., songs, productions, etc.) during the Term or to any contract entered into during the Term. You shall ensure in all agreements with respect to exploitation of Ancillary Rights (each a "Ancillary Agreement"), and you shall otherwise irrevocably instruct and direct all Persons engaging in such exploitation, that the Company Share shall be paid directly to Company by the applicable Person engaging in the exploitation of any Ancillary Rights, at the same time as you are accounted to with respect to the exploitation

concerned, and subject to the same conditions (except that the Company Share will be subject only to recoupment of that portion of any advance paid to you for any Ancillary Rights exploitation which has been received by Company as the Company Share of such advance). For the avoidance of doubt, neither you nor any Person contracting on your behalf shall engage in any activity referred to in this Article 5 which you are permitted to engage in directly pursuant to the terms hereof (i.e., activities which are not exploited by Company pursuant to the terms hereof) without an express written agreement with each Person who engages you for, or is authorized by you to, engage in such activities ("Third Party"), for Company's benefit, providing for direct accounting to Company for the Company Share, and Company's right to examine such Third Party's books and records, with respect to the activity concerned. You shall also cause each Ancillary Agreement to provide that Company shall have the same right to examine the applicable Person's books and records relating to the exploitation of Ancillary Rights on the same terms as apply to your rights (or the rights of any Person contracting on your behalf) to examine such books and records. Without limiting the foregoing, Company shall have the right to examine the books and records of you, and/or any other Person receiving monies or other consideration on your behalf, in respect of the exploitation of Ancillary Rights. You shall sign any documents as Company may



reasonably request to effectuate and secure Company's rights under this paragraph. For any monies received by Company from any agreement(s) entered into by Company with a third party in connection with the Ancillary Rights, Company will direct the third party to remit such monies to you after deducting the Company Share and paying it to Company. All such monies shall be less any costs or expenses that Company incurs (such as, without limitation, manufacturing, design, packaging, shipping, storage, insurance and collection costs, concession fees, all related commissions and royalties payable by Company to any third parties, and costs of advertising and promoting the applicable Ancillary Rights). In addition, Company may recoup any Advances and other unrecouped costs hereunder against your share of the Ancillary Rights Proceeds.

(iii) "Company Share" means Twenty percent (20%) of Ancillary Rights Proceeds. For

purposes of clarification, the Company Share shall be for Company's own account, (i.e., not subject to division with you under this Agreement or any other agreement.)

GRANT OF RIGHTS.

(a) Company, (or other designee of Company) shall be exclusively entitled to, and shall own all right, title and interest in perpetuity throughout the universe in and to the results and proceeds of Artist's services rendered during the Term hereunder, including but not limited to, the exclusive ownership of any and all recordings, Demos, Masters and Videos, whether or not commenced during the Term but not completed, and all Phonograph Records manufactured therefrom, and all sound recording copyrights therein and thereto, including all renewals and extensions thereof. All Master Recordings recorded hereunder from the inception of recording thereof, and all Phonograph Records manufactured therefrom (including videos and other recordings coupled with a visual image), together with the performances embodied thereon, as well as all artwork, website materials and other



Materials (defined hereafter) shall be the sole property of Company throughout the world, free from any claims whatsoever by any Person; and Company shall have the exclusive right to copyright such Materials in Company's name as the owner and the author thereof and to secure any and all renewals and extensions of such copyright. If any item of Materials is determined not to be owned by Company, such item of Material will be deemed transferred to Company by this Agreement, together with all rights and title in and to it.

(b) Without limiting the generality of the foregoing, Company exclusively and any person authorized by Company shall have the unlimited right, throughout the world, to manufacture and distribute Phonograph Records by any method now or hereafter known or developed including wirelessly and over the Internet (including without limitation by downloads and streaming), derived from the Master Recordings made hereunder, to publicly perform such Records and to permit the public performance thereof in any medium, to import, export, sell, market, lease, transfer or otherwise deal in or dispose of the same under any trademarks, trade names and labels, to remix, edit or adapt the Masters to conform to technological or commercial requirements in various formats now or hereafter known or developed, or to eliminate material which might subject Company to any legal action or to refrain from such manufacture, sale and dealing; and to use and authorize the use of the Master Recordings for background music, synchronization in motion pictures and television soundtracks and other similar purposes, including, without limitation, use on transportation and in commercials for any product in any and all media without any payment except as provided herein; and to reproduce, adapt, and otherwise use and authorize the use of Materials in any manner. Without limiting the foregoing, Company and its subsidiaries, affiliates and Licensees may, at their election, delay or refrain from doing any one or more of the foregoing.

(c) Company and any Person authorized by Company each shall have the right, and may grant to others the right, to reproduce, print, publish, or disseminate in any medium your names, approved portraits, approved pictures, approved likenesses and biographical material as news or information, or for purposes of trade or for



advertising purposes. During the Term, you shall have the right to approve the portraits, pictures, likenesses and biographical materials reproduced, printed, published or disseminated by Company hereunder, provided that such approval shall not be unreasonably withheld and any objections must be specific, in writing and received by Company within three (3) business days after you have been informed that the applicable portraits, pictures, likenesses and/or biographical materials are available for inspection at Company's office. Your approval shall be deemed given in the event that you shall fail to submit objections in accordance with the provisions of this subparagraph 7(c). Once you have approved such portraits, pictures, likenesses and/or biographical materials, the same need not be approved again in respect of any subsequent use thereof. You will cooperate with Company, as Company reasonably requests, in making photographs and preparing other materials for use in promoting you, your services and the Records made hereunder. Company's inadvertent failure to comply with the provisions of this subparagraph 7(c) shall not be deemed a breach of this Agreement. Upon Company's receipt of written notice of such failure, Company will use reasonable good faith efforts to cure such failure on a prospective basis on materials created and

advertisements placed thereafter. During the Term of this Agreement, you shall not authorize any Party other than Company to use your name or likeness in connection with the advertising or sale of Phonograph Records. As used in the Agreement, "name" shall include any professional names or sobriquets.

(d) Company shall be free to make all decisions with respect to marketing and promotion, licensing, exploitation, finances and expenses and to undertake any promotion and marketing plans regarding the Master Recordings and Records made therefrom in Company's discretion in consultation with you, provided Company's failure to consult with you shall not be a default hereunder.

(e) Notwithstanding anything to the contrary contained herein, Company throughout the



Territory and in perpetuity has the exclusive right (subject to the immediately next sentence), and may grant to others the right, to use and reproduce (i) any and all Artwork hereunder (including, without limitation, any Artwork in connection with a Record hereunder), including reproductions and adaptations thereof, graphic materials used for marketing or publicity hereunder, and other materials owned or controlled by Company or provided to Company hereunder ("Artwork Merchandise"), and (ii) four (4) exclusive designs in addition to Artwork Merchandise, which shall be subject to your approval (not to be unreasonably withheld), either alone or in conjunction with other elements, including, without limitation, elements incorporating your names (including your professional name), other names referring to you, photographs, portraits, pictures, likenesses of and/or biographical material concerning you, and/or any words, symbols or other identification of you of every kind, as well as copyrights, trademarks, trade names, service marks, artwork, logos, designs, and similar properties of or relating to you or your professional recording career, for the manufacture, sale and distribution of non-Record products and merchandise through any and all channels and methods of distribution ("Merchandising Uses"), including, without limitation, in conjunction with t-shirts and other clothing, posters, stickers and novelties.

WARRANTIES, REPRESENTATIONS, RESTRICTIONS AND INDEMNITIES.

(a) You warrant and represent that:

(i) You are under no disability, restriction or prohibition, whether contractual or otherwise, with respect to (A) your right to enter into this Agreement, and (B) your right to grant the rights granted to Company hereunder, to perform each and every term and provision hereof, and to record each and every Composition hereunder;

(ii) Company shall not be required to make any payments of any nature for, or in connection with, the Master Recordings made hereunder and the acquisition, exercise or exploitation of all rights granted to Company pursuant to this Agreement, except as otherwise specifically provided in this Agreement. You will perform all of your obligations pursuant to your agreements with any other persons



whose services you are required to furnish hereunder and you will maintain and protect all of your rights hereunder during the Term of this Agreement;

(iii) You are or will become and will remain to the extent necessary to enable the performance of this Agreement, a member in good standing of all labor unions or guilds, membership in which may be lawfully required for the performance of your services hereunder; and the Master Recordings to be made hereunder will be produced by you in accordance with the rules and regulations of the American Federation of Musicians ("AFM") and all other unions properly having jurisdiction;

(iv) None of the Masters hereunder, nor the performances embodied thereon, nor any other Materials, nor any authorized use thereof by Company or its grantees, licensees or assigns will violate or infringe upon the rights of any Person;

(v) During the Term hereof, you shall not do any of the following if to do so would in any way derogate from Company's rights hereunder: (1) offer, convey or deliver any Master Recordings or other master recordings containing your performance to any person other than Company; (2) perform, or grant the right to use your personal or professional name, for the purpose of making phonograph records for any person other than Company or any other purpose;

(vi) There are in existence no prior recorded performances by you unreleased within United States of America and elsewhere in the world, except for the Initial Masters and _____;

(vii) All of your representations and warranties shall be true and correct upon execution hereof and upon delivery of each Master Recording hereunder and shall remain in effect in perpetuity. Company's acceptance of Master Recordings or other materials hereunder shall not constitute a waiver of any of your representations, warranties or agreements in respect thereof; and

(viii) You are not a resident of California and that you shall provide Company written notice of your intention to reside in California prior to your establishment of residency in California. You acknowledge that this paragraph is included to avoid



compromise of Company's rights (including Company's entitlement to injunctive relief) by reason of a finding of applicability of California law, but does not constitute a concession by Company that California law is actually applicable;

(b) (i) During the Term of this Agreement, you will not enter into any agreement which would interfere with the full and prompt performance of your obligations hereunder, and you will not perform or render any services for the purpose of making Phonograph Records or Master Recordings for any person other than Company. After the expiration or termination of the Term of this Agreement, for any reason whatsoever, you will not perform any Composition which shall have been recorded hereunder for any person other than Company for the purpose of making Phonograph Records or Master Recordings prior to the date five (5) years subsequent to the expiration or termination date of the Term of this Agreement; and (ii) you will not at any time record, sell, manufacture or distribute, or authorize or knowingly permit your performances to be recorded by any party for any purpose without an express written agreement prohibiting the use of such Recording on Phonograph Records in violation of the foregoing restrictions.

(ii) In the event that you become aware of any unauthorized recording, manufacture, distribution or sale by any third-party contrary to the foregoing re-recording restrictions, you shall notify Company thereof and shall cooperate with Company in the event that Company commences any action or proceeding against such third party.

(c) No Compositions nor any other selections, materials, ideas, or other properties furnished or selected by you including, but not limited to so-called "samples" and embodied or contained in or used in connection with the Masters or the packaging or advertising for phonograph records hereunder will violate or infringe upon any common law or statutory right of any person, firm or corporation, including, without limitation, contractual rights, copyrights, and rights of privacy. You also warrant and represent that no selection produced hereunder shall infringe upon the rights or copyrights of any third party and that you shall not incorporate any sampled and/or



recreated musical/vocal material owned by a third party without the consent of the owner of such sampled and/or recreated musical/vocal material, which consent you shall secure at your own expense. In the event Company is required to pay for any costs in connection with a sampled and/or recreated musical/vocal material that you did not disclose, whether in the form of clearance fees, sample service company fees, royalties, advances, legal fees, musicologist fees, cost and expenses of lawsuits, or judgments, such costs shall be deducted solely from your share of any Net Profits payable to you hereunder.

(d) You will at all times indemnify and hold harmless Company and any Licensee of Company from and against any and all claims, damages, liabilities, costs and expenses, including legal expenses and counsel fees, arising out of any breach or alleged breach by you of any warranty, representation or agreement made by you herein which results in a final non-appealable judgment. You will reimburse Company and/or its Licensees on demand for any payment made at any time after the date hereof in respect of any liability or claim in respect of which Company or its Licensees are entitled to be indemnified. Upon the making or filing of any such claims, action or demand, Company shall be entitled to withhold from any amounts payable under this Agreement such

amounts as are reasonably related to the potential liability in issue. If no action is filed or commenced within one year after such amounts are withheld, Company shall release such withheld monies to you, provided Company reserves the right to again withhold money if it believes an action will be filed. You shall be notified of any such claim, action or demand and shall have the right, at your own expense, to participate in the defense thereof with counsel of your own choosing; provided, however, that Company's decision in connection with the defense of any such claim, action or demand shall be final.

CO-PUBLISHING AND ADMINISTRATION AGREEMENT.

(a) Pursuant to the Assignment of Copyright attached hereto as Exhibit "A" and made a part hereof, Artist hereby irrevocably and absolutely assigns, conveys and



sets forth over to Company (or its publishing designee) an undivided fifty percent (50%) interest in the worldwide copyright (and all renewals and extensions thereof) and all other rights in and to the extent of Artist's original interest in any musical composition written by Artist, in whole or in part, or owned and controlled by Artist, in whole or in part, during the Term of this Agreement including, but not limited to, the copyright in and to the musical compositions embodied in the Masters (the "Compositions").

(b) Company shall be the exclusive administrator of all rights in and to the Compositions throughout the world and it shall be entitled to exercise any and all rights with respect to the control, exploitation and administration of the Compositions including, without limitation, the sole right to grant licenses, collect all income, and to use the name, likeness and biographical material of each composer, lyricist and songwriter hereunder in connection with each composition for the full term of copyright wherein and thereto (including all renewals and extensions thereof).

(c) Artist represents and warrants that: (i) the compositions are, and shall be, original and shall not infringe upon or violate the rights of any other person; and (ii) Artist shall have the full and unencumbered right, power and authority to grant to Company all of the rights herein granted. Artist hereby agrees to indemnify Company from and against any loss, damage, expense or liability (including actual legal costs and reasonable attorneys' fees) in respect of any claims, demands, liens or encumbrances.

(d) From all royalties earned and received by Company in the United States from the exploitation of the Compositions throughout the world (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 Compositions; (ii) deduct and pay any actual third party administration fees; (iii) deduct and pay royalties payable to the writers of the Compositions covered by this Agreement (which Artist warrants and represents shall not exceed fifty percent



(50%) of the Gross Receipts); (iv) deduct and pay any recording costs or other Advances expended hereunder; and (v) pay to Artist an amount equal to fifty percent (50%) of the sum remaining after deducting the aggregate sum set forth in subparagraphs (i), (ii), (iii) and (iv) above, and the remaining fifty percent (50%) thereof shall be retained by Company for its own use and benefit. In addition, the royalties payable to the writers of the Compositions pursuant to this subparagraph shall not include any of the so-called "writer's share" of any public performance income received by Company from any performing rights society which directly pays writers, authors or composers the writer's share of such income unless received by Company in which case the writer's share will be promptly paid without deduction or offset.

(e) Accountings for such royalties shall be rendered semi-annually.

(f) Company shall pay to Artist 50% of the advances paid solely in connection with the Compositions, if any, payable to Company by any third-party administrator, provided that Company shall not be obligated to pay

such advance to Artist if Company includes Artist's Compositions as part of a deal including compositions written by writers other than Artist. All such advances shall be recoupable against royalties payable to Artist hereunder.

(g) Artist shall execute and deliver to Company any and all documents (including, without limitation, assignments of copyright) which Company may require to vest in Company and/or its designees the copyright and other rights herein granted to Company in respect of each Composition. If Artist shall fail to promptly execute any such document within ten (10) days after Artist receives the applicable documentation, Artist hereby irrevocably grants Company a separate power of attorney to execute such document in Artist's name and place.

(h) The provisions of this paragraph 24 with respect to co-publishing shall serve as the complete understanding between the parties with respect to the subject matter hereof unless the parties (or their respective publishing designees) enter into a



more formal co-publishing agreement (the "Formal Co-Publishing Agreement") embodying the provisions hereof and such other provisions as shall be negotiated in good faith and accordance with industry standards. The parties agree that if they do not enter into such Formal Co-Publishing Agreement, the provisions of this Paragraph 24 shall remain in full force and effect.