

COMPOSER AGREEMENT

This AGREEMENT (the "Agreement") is made and entered into as of **October 5, 2017** by and between **Music, Inc. ("Publisher")**, whose address is **3575 West Suite 400, Los Angeles, California 90068**, and **John Doe ("Writer")**, whose address is **1234 Street. Anywhere, USA 99999**.

A. Engagement.

Publisher hereby engages Writer as an independent contractor to write, compose, arrange, adapt, score, orchestrate, produce, conduct, record, complete and deliver certain musical works (including lyrics if required by Publisher) described in the schedules attached hereto, as amended from time to time (said musical works, and the master recording thereof to be recorded and delivered hereunder being hereinafter referred to collectively as the ("Composition(s)").

Writer hereby accepts such engagement on the terms and conditions hereinafter set forth.

B. Delivery.

Writer agrees to deliver the completed and recorded Composition(s) to Publisher, in such form as Publisher shall designate, together with an original manuscript of the conductor's copy of the Composition(s), including without limitation the arrangement and orchestration thereof and all necessary cue sheets, licenses and miscellaneous reports in connection therewith, on such date(s) as Publisher shall in it's sole discretion designate. With respect to the aforesaid delivery schedule, time is of the essence of this Agreement, and Writer's agreement to deliver the completed and recorded Composition(s) within the time specified is a material consideration for the execution of this Agreement by Publisher. It is expressly agreed that Publisher shall be under no obligation to accept delivery of the Composition(s) unless and until Publisher approves the same (which approval shall not be unreasonably withheld), and, following Writer's initial tender of such Composition(s) to Publisher, Writer agrees to make such changes, deletions and/or additions to the Composition(s) as may be necessary to secure such approval.

C. Compensation.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and provided that Writer is not in breach hereof and completes all services requested of Writer by Publisher, Publisher agrees to pay

to Writer, and Writer agrees to accept, in full consideration of all services to be rendered by Writer, all rights now or hereafter to be granted to or otherwise acquired by Publisher and all of the warranties and agreements of Writer hereunder, the consideration as set forth herein, and the payments, if any, as set forth in the Schedules attached hereto.

D. Performing Rights Society.

Writer warrants that Writer is a member of the following performing rights society: ASCAP with the following CAE/IPI# _____.

The Standard Terms and Conditions set forth below are incorporated herein by this reference.

IN WITNESS WHEREOF, Publisher and Writer have executed this Agreement as of the day and year first above written.

"Publisher"
Music, Inc.

"Writer"
John Doe

By: _____
Richard Gelles

By: _____
"Writer"

It's: President

STANDARD TERMS AND CONDITIONS

1. Services. The services to be rendered by Writer hereunder shall include, without limitation, all services customarily rendered by composers and songwriters in the entertainment industry, including copying and adapting the Composition(s) for openings, closings and bridges as Publisher may require. Publisher shall have the right to approve the terms of any agreement with any third party in connection with any equipment, facilities, instruments or services to be rendered in connection with the Composition(s). Writer agrees to render Writer's services for Publisher hereunder alone and/or in collaboration with such other person(s) as Publisher may designate. Writer agrees to render Writer's services hereunder conscientiously and to the full limit of Writer's ability, as and to the extent required by Publisher with respect to the content, style, and all other elements of the Composition(s) prior to committing to such elements. Writer and Publisher agree that the Composition(s) having been specially ordered or commissioned for use by Publisher is to be considered a "work-made-for-hire" for all purposes hereunder with full rights of copyright in and to the Composition(s) and the results and proceeds of Writer's engagement hereunder vested in Publisher.

2. Rights. Writer acknowledges and agrees that Publisher shall be deemed the author of the Composition(s) and shall own, and to the extent necessary to accomplish such ownership by Publisher, Writer hereby sells, grants, assigns, transfers and sets over unto Publisher, irrevocably, absolutely and throughout the entire universe, all rights of every kind, nature and description in and to the Composition(s), the results and proceeds of Writer's services hereunder and the results and proceeds of the services of all third parties rendering services in connection with the Composition(s), together with all rights of every kind, nature and description in and to the title, words, music and performance of the Composition(s) and all copyrights therein and extensions and renewals of copyrights therein and all rights existing under all agreements and licenses relating thereto. Said rights include, but are not limited to, the following:

(a) The exclusive, perpetual and unlimited right, license, privilege and authority throughout the entire universe to perform the Composition(s) publicly for profit or otherwise by means of public or private performance, radio broadcasting, television, facsimile or any and all other means, whether now known or unknown. Writer will be entitled to receive the so-called "Writer's share of public performance income" and Publisher will be entitled to receive the so-called "Publisher's share of public performance income" payable in each case by any performance rights societies throughout the world; provided however, that notwithstanding the foregoing, Publisher shall have the express right to grant a direct license(s) of so-called public performance rights, including the Writer's and Publisher's share ("Direct License(s)"). In the event Publisher collects a separate fee for granting a Direct License ("Direct License Fee(s)"), Publisher shall pay Writer fifty percent (50%) of such Direct License Fee ("Writer's Fee(s)"). Notwithstanding the foregoing, any Writer's Fees payable to Writer as provided hereunder shall be pro-rated based upon the total number of Writer's Compositions as compared to the total number of compositions owned and/or controlled by Publisher ("Net Writer's Fee(s)"), determined as of the close of the applicable semi-annual period ending December 31 or June 30.

Payments of any such Net Writer's Fees shall be made to Writer semi-annually, within sixty (60) days after December 31 and June 30.

(b) The exclusive, perpetual and unlimited right, license, privilege and authority throughout the entire universe to substitute a new title or titles for the Composition(s) and to make any arrangement, adaptation, translation, dramatization and transposition of the Composition(s), in whole or in part, and in connection with such other musical, literary or dramatic material as Publisher may deem expedient or desirable; and in connection therewith Writer hereby waives perpetually and throughout the entire universe any and all "moral rights" of authors;

(c) The exclusive, perpetual and unlimited right, license, privilege and authority throughout the entire universe to secure copyright registration and protection of the Composition(s) at Publisher's own cost and expense and at Publisher's election, including any and all renewals and extensions of copyright, and to have and to hold said copyrights and all rights of every nature whatsoever thereunder existing for and during the full terms of all said copyrights and all renewals and extensions thereof;

(d) The exclusive, perpetual and unlimited right, license, privilege and authority throughout the entire universe to make or cause to be made master records, transcriptions, compact discs, tape recordings, sound tracks, pressings and any other mechanical, electrical or other reproductions of the Composition(s) in whole or in part in such form or manner and as frequently as Publisher in its sole and uncontrolled discretion shall determine, including the right to synchronize the same with any number of sound motion picture and television programs and the right to manufacture, advertise, license or sell such reproductions for any and all purposes including, but not limited to, private performances and public performances by broadcasting, television, sound motion pictures, live radio, video cassette, video disc and any and all other means and devices whether now known or unknown.

(e) The exclusive, perpetual and unlimited right, license, privilege and authority throughout the entire universe to print, publish and sell sheet music, orchestrations and arrangements of the Composition(s) in all forms including, but not limited to, the right to include the Composition(s) in song folios or lyric magazines with or without music and the right to license others to include the Composition(s) in song folios or lyric magazines with or without music, and whether or not in combination with other musical compositions; and

(f) Any and all other rights of every and any nature whatsoever throughout the entire universe whether now or hereafter existing under and by virtue of any common law rights and/or any copyrights in the Composition(s), or any portion of the Composition(s).

3. Certificate of Authorship. Writer hereby agrees to execute and deliver to Publisher in connection with Writer's services hereunder a certificate(s) in the form attached hereto as Exhibit A.

4. Representations of Writer. Writer hereby warrants, represents, covenants and agrees as follows:

(a) Writer has and will continue to have the full right, power and authority to enter into this Agreement, to perform the terms and conditions of this Agreement, to grant the rights herein granted to Publisher, to furnish Writer's services to Publisher and otherwise perform hereunder, and to vest in Publisher all the rights as provided in this Agreement, free and clear of any and all claims, rights and obligations not set forth herein; that Publisher will own all of the results and proceeds of Writer's services rendered in connection with the Composition(s) forever and throughout the universe (all of which shall be considered as a "work-made-for-hire"). Writer shall not bind or obligate Publisher or have any authority to do so or hold Writer out as having such authority, and Publisher shall have no liability for the acts or failures to act of Writer. Publisher also shall not be providing Writer with health or life insurance benefits or any other "employee" benefits of any kind in connection with this Agreement or Writer's services hereunder.

(b) The Composition(s) and the product of all of Writer's services hereunder and each and every part thereof, are and will be new and original and will not infringe upon, or unfairly compete with, any other works, compositions, arrangements or material and that the Composition(s) have in no way been re-titled;

(c) The Composition(s) and Publisher's rights therein, including the copyrights therein, do not and will not violate, invade, infringe upon, interfere with, conflict with, or unfairly compete with, the rights (including without limitation all common law or statutory rights or the copyrights) of any other person or entity, and there does not now and will not exist any enforceable claim by a third party in or to the Composition(s), and no third party has or will have any rights in and to the Composition(s);

(d) Writer has not done and will not do any act or make any commitment, which will or might conflict with or impair the complete enjoyment of all rights and privileges granted to Publisher hereunder;

(e) Writer is not subject to any obligation or disability which will or might prevent or interfere with the full completion and performance by Writer of all of the obligations and conditions to be kept and performed by Writer hereunder and that Writer has not made and will not make any grant or assignment which will or might conflict with or impair the complete enjoyment of the rights and privileges granted to Publisher hereunder;

(f) Writer shall not within five (5) years of the date hereof, produce or re-record or authorize the production of re-recording for any third party of any musical work composed hereunder or embodied in the master recording of the Composition(s) produced hereunder.

5. Indemnity. Writer hereby agrees to indemnify and hold harmless, and upon request defend, Publisher and its affiliated and associated companies and their successors, assigns, licensees, distributors, sub distributors, exhibitors, broadcasters, record manufacturers, tape duplicators, officers, directors, shareholders, employees and agents, as applicable, from and against any and all claims, liabilities, damages, lawsuits, judgments, settlements, expenses and costs (including without limitation reasonable attorneys' fees) sustained or imposed upon any of said parties as a result of or by reason of any breach or alleged

breach of any representation, warranty or agreement made by Writer hereunder, or as a result of any use or exploitation of the Composition(s) as permitted hereunder, including without limitation any claim that the use of the Composition(s) as permitted hereunder infringes upon or violates the right of copyright or similar rights, or invades the privacy or publicity of, or violates any other right of any person or entity. Any such indemnitee shall have the right at its option to participate with its own counsel in any such defense.

6. Names and Likeness. Writer hereby grants to Publisher the non-exclusive right in perpetuity to use and to grant others the right to use Writer's name, photograph, sobriquet, caricature and biography and Writer's actual or simulated likeness, signature and voice (all of the foregoing being referred to herein collectively as "likeness") in any and all media, whether now known or unknown, in connection with Writer's services under this Agreement and the results and proceeds thereof (including the Composition(s)) and the exploitation of the results and proceeds thereof (including the Composition[s]). Writer further agrees to refrain from directly or indirectly issuing or permitting the issuance of any publicity whatsoever regarding the Composition(s) or Writer's services under this Agreement, and from granting any interview and making any statements concerning the Composition(s) or such services, without Publisher's prior written approval.

7. Power of Attorney. Writer hereby irrevocably constitutes, authorizes, empowers and appoints Publisher, or any of its officers, Writer's true and lawful attorney-in-fact (with full power of substitution and delegation) in Writer's name, and in Writer's place and stead, or in Publisher's name, to take and do such action, and to make, sign, execute, acknowledge and deliver any and all instruments or documents which Publisher, from time to time, may deem desirable or necessary to vest in Publisher or Publisher's designee(s), or their respective successors, assigns and licensees, any of the rights or interests granted by Writer hereunder including, but not limited to, such documents required to secure the copyright(s) of the Composition(s) and the renewal(s) and extension(s) thereof throughout the universe, and also such documents as are required to assign to them such renewal copyright(s), and all rights therein for the terms of such renewal(s) and extension(s) for the use and benefit of Publisher or its designee(s) and their respective successors, assigns and licensees.

8. No Obligation to Exploit. Writer hereby agrees that Publisher shall not be obligated or required to print, publish, promote or otherwise exploit the Composition(s) or any part of it, in any manner or to exercise any of the rights granted to Publisher hereunder. Publisher's obligations to Writer shall be fully performed by the payment to Writer of the applicable compensation provided for in this Agreement subject to all of Publisher's rights hereunder.

9. Right to Equitable Relief. The services to be rendered and materials and persons, if any, to be furnished by Writer hereunder are of a special, unique, unusual, extraordinary and intellectual character which gives them a peculiar value, for the loss of which Publisher cannot be reasonably or adequately compensated in damages, and a breach by Writer of the provisions of this Agreement will cause Publisher irreparable injury. Writer therefore expressly agrees that Publisher shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement or any part thereof and/or to secure its

enforcement. Resort to such equitable relief, however, shall not be construed to be a waiver of any other rights or remedies which Publisher may have for damages or otherwise. Writer acknowledges that in the event of a breach of any of Publisher's obligations under this Agreement, the damage (if any) caused Writer thereby will not be irreparable or otherwise so sufficient as to give rise to a right of injunctive or other equitable relief, and Writer acknowledges that Writer's rights and remedies in the event of any such breach shall be limited to the right, if any, to recover damages in an action at law.

10. Default. Publisher shall have the right to terminate this Agreement and all of Publisher's obligations hereunder if at any time Writer shall fail, neglect, be unable or refuse to perform obligations hereunder or if Writer shall otherwise be in breach or default hereof. No such termination shall affect the rights otherwise granted to Publisher under this Agreement.

11. Assignment. Publisher shall have the right to assign, license, delegate or otherwise transfer this Agreement in whole or in part, and any or all of Publisher's rights, obligations or privileges hereunder, to any person, firm, or other entity, and this Agreement and any or all of said rights and/or obligations may in turn be transferred by any such assignee, licensee, delegate or transferee. Writer acknowledges that the services to be rendered and furnished by Writer hereunder are of the essence of this Agreement and that neither this Agreement nor any of Writer's rights or obligations hereunder may be assigned, delegated or otherwise transferred to any person, firm or other entity.

12. Notices. All notices which Publisher is required or may desire to serve upon Writer under or in connection with this Agreement may be served by delivering the same to Writer personally in writing or orally, or by addressing the same to Writer at the address hereinabove set forth and depositing the same so addressed, postage prepaid, in the United States mail or by sending the same by telegraph, facsimile or cable. Unless otherwise notified in writing, Publisher shall send all payments, which Publisher is required to send to Writer hereunder to Writer by mail, messenger or telegraph at the address designated above. Service of all notices Writer is required or may desire to serve upon Publisher under or in connection with this Agreement shall be sufficient only if given personally in writing or mailed, postage prepaid, or telegraphed, charges prepaid, and addressed to Publisher at the address hereinabove. Either party may change its address for notice purposes by giving written notice to the other. Any mailed notice shall be deemed to have been served on the date of the mailing thereof (whether the same be sent by registered mail with or without return receipt requested, certified mail, air mail and/or ordinary mail) or the date of delivery thereof to the telegraph or cable office, as the case may be.

13. General Provisions.

(a) Nothing herein contained shall constitute a partnership between or joint venture by the parties hereto, or constitute Writer the agent of Publisher. Neither party shall hold itself out contrary to the terms of this subparagraph 13(a), and neither party shall become liable for the representation, act or omission of the other contrary to the provisions hereof. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any third party whether referred to herein or not. Nothing contained

in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision of this Agreement and any statute, law, regulation, or order, the latter shall prevail; provided, however, that in such event the provision(s) of this Agreement so affected shall be curtailed and limited only to the extent necessary to permit compliance with the minimum requirements, and no other provision of this Agreement shall be affected thereby and all such other provisions shall continue in full force and effect.

(b) This Agreement expresses the entire understanding of the parties hereto and replaces any and all former agreements, understandings or representations relating in any way to the subject matter hereof, and contains all of the terms, conditions, understandings and promises of the parties hereto in the premises. No modification, alteration or amendment of this Agreement shall be valid or binding unless in writing and signed by the party to be charged with the modification, alteration or amendment. No officer, employee or representative of Publisher has any authority to make any representation or promise not contained in this Agreement, and Writer acknowledges that Writer has not executed this Agreement in reliance upon any promise or representation not expressly set forth in this Agreement.

(c) Section, article and paragraph headings as used in this Agreement are for convenience only and are not a part hereof, and shall not be used to interpret any provision of this Agreement.

(d) If the compensation required to be paid to Writer by this Agreement shall exceed the amount permitted by any future law or governmental order or regulation, then such compensation shall be reduced while such limitation is in effect to the amount which is so permitted, and the payment of such reduced compensation shall be deemed to constitute full performance by Publisher of its obligations with respect to the payment of compensation for the period(s) of such limitation; provided, however, that Publisher shall pay to Writer the aggregate amount of any such reductions if and when such payment becomes permissible under law. Publisher may deduct or withhold from compensation due to Writer hereunder any amounts required to be deducted or withheld by Publisher as income taxes or otherwise under the provisions of any applicable statute, regulation, and ordinance or governmental order requiring such withholding or deduction.

(e) Writer hereby agrees to execute, acknowledge and deliver and/or to procure the due execution, acknowledgment and delivery to Publisher of any and all assignments and other documents which, in Publisher's judgment, may be necessary or expedient to carry out or effectuate the purposes and intent of this Agreement or to evidence, protect or maintain any of the rights granted to Publisher hereunder.

(f) This Agreement shall be governed by and construed under and in accordance with the laws of the State of California applicable to contracts entered into and fully performed therein, but shall be considered operative and in full force and effect throughout the world. Each and all of the several rights and remedies provided in this Agreement, or by law or equity, shall be cumulative, and no one of them shall be exclusive of any right or remedy, and

the exercise of any one of such rights or remedies shall not be deemed a waiver of or an election not to assert any other such right or remedy.

(g) This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one instrument.

14. Electronic Signature. This agreement and any related documents including, but not limited to Schedules and Exhibits hereto, may be executed by facsimile, printed electronic image or electronic scanned copy, and signatures on a facsimile, printed electronic image or electronic scanned copy thereof shall be deemed authorized original signatures.

CERTIFICATE OF AUTHORSHIP

("Writer") certifies that Writer wrote, composed, arranged, adapted, scored, orchestrated, produced, conducted, recorded, completed and delivered the musical work(s) and a master recording thereof (said musical work(s), and said master recording thereof are referred to collectively as the "Composition(s)") as set forth on the attached schedule(s) as an independent contractor engaged by Music, Inc. ("Publisher") pursuant to a Composer's Agreement dated as of October 5, 2017; that the Composition(s) is wholly original with Writer, except to the extent that it is based on or uses material in the public domain or material furnished to Writer by Publisher; that Publisher is the author at law thereof and owns all right, title and interest in and to the Composition(s) and the results and proceeds of Writer's services rendered in connection therewith (all of which shall be considered as a "work-made-for-hire"), including without limitation all copyrights and renewals and extensions of copyrights therein; and that Publisher has the exclusive right forever and throughout the universe to change, adapt, modify, use and otherwise exploit the Composition(s), in whole or in part, and the results and proceeds of Writer's services rendered in connection therewith, as Publisher may determine in its sole discretion.

Writer: **John Doe**

By: _____