



The following shall constitute an Agreement ("Agreement") on this the **22nd** day of **February, 2010**, between **John Smith** ("Client") and **Shaun Friedman** ("Producer") for Producer's services as a producer of Master recordings to be owned by Client. The terms of this Agreement are as follows:

1. ENGAGEMENT:

Producer shall perform Record production services and produce a Master for inclusion, at Client's election, on a Record of the artist known as _____ ("Artist").

2. RECORDING PROCEDURE:

Producer shall deliver to Client upon completion, a fully mixed, edited, and equalized Master in a format to be mutually agreed to by the parties, commercially satisfactory to Client for use on a record ("Record"), and all original and duplicate Masters of the music and all other material recorded. Producer shall act diligently in completion of the Master. All songs recorded hereunder are as follows:

Title

Sample Beat Title

Owner of Music

Shaun Friedman (100%)
Producer

3. COMPENSATION:

Client shall pay Producer the following for Producer's services listed in this Agreement:

- (a). A payment of **Five Hundred** No/100's Dollars (**\$500**) shall be paid to Producer as an Advance for Producer's services provided hereunder.
- (b). In addition to the fee set forth in 3a, Producer shall receive an amount equal to twenty five percent (25%) of the of the Net Receipts paid to Artist for exploitation of the Masters, including, but not limited to sales of Records or any flat fee received by Artist for licensing or sublicensing the Masters ("Royalty"). Producer's Royalty shall be divided by a fraction, the numerator of which shall be the number of Masters produced by Producer appearing on any Record embodying the Masters and the denominator of which shall be the total the number of all Royalty bearing masters appearing on the Record.
 - i. Client shall account to Producer for any Royalties due under this Agreement within thirty (30) days of receipt of payment by Client. Client shall send such accounting with payment, if any, to Producer at Producer's address listed below. In the event Producer's address changes, Client shall have no obligation to send the accounting and royalty payment to any other address until Producer shall give to Client in writing such new address.
 - ii. Producer shall be deemed to have consented to all royalty statements and all other accountings rendered by Client hereunder and each such royalty statement or other accounting shall be conclusive, final, and binding, and shall not be subject to any objection for any reason whatsoever unless specific objection in writing, stating the basis thereof, is given by Producer to Company within two (2) years after the date rendered.
 - ii. Client shall maintain books of account concerning the sale of Records hereunder. Producer, or a representative, in Producer's behalf, may, at Producer's sole expense, may examine Client's books (relating to the sale of Records hereunder) solely for the purpose of verifying the accuracy thereof, only during Client's normal business hours and upon reasonable written notice. Client's books relating to any particular royalty statement may be examined as aforesaid only within two (2) years after the date rendered and Client shall have no obligation to permit Producer to so examine Client's such books relating to any particular royalty statement more than once.

Alternate Clause If Artist is the Client

iv. If artist is the Client under this agreement, then Client agrees to prepare and send a letter of direction to Client's Record Company directing any payments due Producer under this Agreement to be paid from Client's royalty and paid directly to Producer. Producer shall not be paid any monies in respect of any exploitation of the Masters for which Artist is not paid or had credited to its account. However notwithstanding the foregoing, no royalties shall be payable to Producer hereunder until all Advances under this Agreement shall have been recouped either by Client or by Artist's Record Company from Royalties payable to Artist.



4. RIGHTS IN RECORDING:

All rights, title and interest in the Master which are attributable to the Producer's participation in its authorship will be deemed transferred to Client by this Agreement and this Agreement may be filed with the Register of Copyright as an official transfer of copyright if such be necessary. All Masters made under this Agreement, from the inception of recording and Records derived therefrom, shall be the sole property of Client, free from any claims whatsoever by Producer or any other person; and Client shall have the exclusive right to claim ownership of and register the copyright to those Masters in his name as the owner and author of them and to secure any and all renewals and extensions of such copyright throughout the world.

5. NAMES & LIKENESS:

Client shall have the world wide right in perpetuity to use and to permit others to use Producer's name, (both legal and professional, and whether presently or hereafter used by the Producer), likeness, other identification, and biographical material concerning the Producer for purposes of trade and otherwise without restriction in connection with the Masters recorded hereunder, the Records derived therefrom.

6. CREDIT:

Client shall give Producer appropriate production and songwriting credit on all compact discs, record and cassette labels or any other record configuration manufactured which is now known or created in the future that embodies the Masters created hereunder and on all cover liner notes. Such credit shall be in substantial form: "Produced by Shaun Friedman of unbelievablebeats.com." If Client fails to comply with this clause in any instances the sole obligation to Producer by reason of such failure shall be for Client to use Client's best efforts to rectify the error in all such materials prepared after Client's receipt of notice of this failure by Client. No inadvertent failure by Client to satisfy the credit obligation set forth herein shall be deemed a breach of this Agreement. Client shall provide Producer with five (5) copies of the completed Record within thirty (30) days after manufacture of any record embodying the Masters.

7. MUSICAL COMPOSITIONS ("Songs"):

Producer shall be considered the author of the Music recorded on the Masters recorded hereunder which are written or composed by Producer, in whole or in part, alone or in collaboration with Client or with others. Such ownership percentage shall be accorded to Producer in accordance with Producer's percentage of authorship based on the copyright laws of the United States and as set forth in paragraph #2 under this agreement. Appropriate credit as a Song writer and author of the Music showing author's performance right society affiliation shall be given to Producer based on the songs produced and created under this Agreement. Appropriate credit as a song writer and author of the music showing author's performance right society affiliation shall be given to Producer as follows: "Music by Shaun Friedman (ASCAP)." Licensee agrees to notify the producer in writing within 7 days after the date the Song has been published or released for sale pursuant to the copyright law including but not limited to the offer for sale of a recording on a Compact Disc (C.D.) or a digital download. If Producer is the sole writer of the music produced under this Agreement, then Producer shall have the right to prepare and file copyright registration forms for the music produced under this Agreement. Producer shall provide Client with a copy of the filed registration form upon receipt by Producer of the filed form from the Copyright Office. Client shall have the right to incorporate lyrics with the music created hereunder to create a new song ("New Song") and Client shall have the right to give the New Song a new title and register the New Song for copyright, providing Producer the copyright credit in the Music in the New Song as set forth in this Agreement. Producer shall have sole administration rights to the Music created under this Agreement. Producer shall not have the right to sell, assign or license the music for use as part of a song other than in the New Song to any third party without the written consent of Client.



8. MECHANICAL LICENSING AND ROYALTIES:

(a) All musical compositions or material recorded pursuant to this Agreement, which are written or composed, in whole or in part, or owned or controlled directly or indirectly by Producer (herein "Controlled Compositions"), shall be and are hereby perpetually licensed to Client for the United States and Canada at a royalty per selection equal to Seventy-five (75%) percent of the mechanical statutory per selection rate (with regard to playing time) effective on the date of initial U.S. commercial release of the masters concerned hereinafter sometimes to be referred to as the "Per Selection Rate."

Notwithstanding the foregoing, with respect to foreign sales, the royalty per selection shall be equal to Seventy-five (75%) percent of the minimum statutory mechanical royalty rate as established by the mechanical rights society having jurisdiction over the territory in which records are manufactured.

(b) Notwithstanding the foregoing, all mechanical royalties payable to Producer hereunder shall be paid on the basis of net records sold and shall be calculated and payable on the same basis which royalties are calculated and payable to Artist pursuant to Artist's Recording Agreement with Artist's Record Company that releases the Masters of Songs produced under this Agreement including but not limited to any and all reductions for foreign mechanical royalties, controlled compositions, premiums, promotional, free goods, etc.

(c) Client shall account to Producer, on a semi-annual basis and pay royalties to Producer, if any, within thirty (30) days of the end of each semi-annual period beginning December 31 and June 30. Client shall send such accounting with payment, if any, to Producer at Producer's address listed below. In the event Producer's address changes, Client shall have no obligation to send the accounting and royalty payment to any other address until Producer shall give to Client in writing such new address.

9. DEFINITIONS:

"**Digital Format**" shall mean the format of the Masters other than a physical configuration typically created in a computer file format (e.g. MP3, WAV, etc.) that are distributed and sold to Consumers by Electronic Transmission.

"**Electronic Transmissions**" shall mean the transmission and distribution to the consumer, other than the distribution of physical Records to consumers, whether of sound alone, sound coupled with an image or sound coupled with data, in any form including but not limited to the downloading or other conveyance of Artist's performance on Masters, Digital Formats or audiovisual recordings recorded hereunder by telephone, satellite, cable, direct transmission over wire or through the air, and on-line computers whether a direct or indirect charge is made to receive the transmission.

"**Master**" shall mean every recording of sound, whether or not coupled with a visual image, by any method and on any substance or material, whether now or hereafter known, which is used or useful in the recording production and/or manufacture of Records.

"**Records**" shall mean and include without limitation all forms of recording and record reproduction by which sound may be fixed, embodied, or recorded by any method now known or later developed, for any and all public or commercial uses including magnetic recording tape, compact disc, digital formats, digital transmissions, laser disc, film, electronic video tapes or recordings, and any other medium or device now known or later developed.

10. WARRANTIES:

Producer hereby warrants that the Master shall be entirely the property of Client, free of any claims whatsoever by Producer or any person deriving any rights or interest from Producer. Producer warrants it is the sole owner of the performances on the Masters and/or have been granted all rights associated with the recording of the music embodied on the Masters and hereby have the right to grant the terms of this Agreement. The songs and performances embodied in the Recordings, and any use thereof by Client or its grantees, licensees, or assigns, will not violate or infringe upon the rights of any third party. Producer warrants it has secured all proper licenses for the right to perform and record all or any part of the performances or recording embodied on the Master. Further, Producer warrants that there are no "samples," "interpolations," or "replays" of any kind embodied in the master.



11. ENTIRE AGREEMENT:

This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof. No modification, amendment, waiver, termination or discharge of this Agreement, shall be binding upon either party unless confirmed by a written instrument signed by either party or their agent.

12. JURISDICTION:

This agreement shall be construed in accordance with the laws of the State of **Ohio**. Any dispute arising under this Agreement shall be filed in a court in **Cuyahoga** County, **Ohio**.

13. INDEPENDENT CONTRACTOR:

Producer hereby acknowledges and agrees that Producer's services are being provided hereunder as an independent contractor. Accordingly, and pursuant to Producer request Client shall not withhold, report or pay withholding taxes with respect to the compensation payable hereunder. "Withholding taxes" shall include, without limitation, federal and state income taxes, federal and state income taxes, federal social security tax, and unemployment insurance tax.

The effective date of this Agreement shall be the date first written above.

Unbelievable Beats

By: **Shaun Friedman, Producer/Owner**

Address of Producer:
27020 Cedar Road #615-1
Beachwood, Oh 44122

Client

By: **John Smith, Client**

Address of Client:
75 Sample St.
Los Angeles, CA
United States of America 66369

(Licensor/Producer Signature)

(Client/Customer Signature)

Please keep a copy of this License for your records.