

MUSIC PRODUCTION AGREEMENT

Exclusive Commercial Rights

The following shall constitute an Agreement ("Agreement") on this the - day of February, 2009 between - ("Employer") and **Jeff Bingley** ("Producer") for Producer's services as a producer of master recordings to be owned by Employer. The terms of this Agreement are as follows:

1. ENGAGEMENT: Producer shall perform Record production services and produce a Master for inclusion, at Employer's election, on a Record of the artist known as _____ ("Artist"). Production of the Master shall take place at dates and times to be mutually agreed upon by Employer and Producer.

2. RECORDING PROCEDURE: Recording sessions for the Master will be conducted by Employer at Employer's sole cost and expense. Employer shall pay all Recording Costs of the Masters recorded hereunder as and when due. Producer shall deliver to Employer upon completion, a fully mixed, edited, and equalized Master commercially satisfactory to Employer for use on a record ("Record"), and all original and duplicate Masters of the music, lyrics and all other material recorded. Producer shall act diligently in completion of the Master. All titles to the Masters in discussion are in the attached List Of Songs.

3. COMPENSATION: Employer shall pay Producer the following for Producer's services listed in this Agreement:

(a) A payment of _____ United States Dollars (\$ **.00 USD**) for all Masters to be created, produced and recorded by Producer, specified in the attached List Of Songs.

(b) In addition to the fee set forth in 3a. Producer shall also receive an amount equal to four percent (4%) of the Suggested Retail List Price of any Record in which the Master(s) is/are embodied on 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) Notwithstanding the foregoing, Producer's royalties payable hereunder shall be calculated in the same manner as Employer's royalties are calculated under Employer's recording agreement ("Recording Agreement") with Artist's record company ("Record Company") with respect to the Master(s) recorded hereunder and released by Record Company. Producer's royalties shall be subject to the same reductions, deductions, exclusions and category variations as is Artist's royalties under Artist's Recording Agreement with Record Company; and shall be paid at the same time as Employer is paid by Record Company pursuant to the Recording Agreement. Producer shall not be paid any monies in respect of any exploitation of the Master for which Artist is not paid royalties, accordingly, no royalties shall be payable to Producer hereunder unless and until all Advances under this Agreement or Artist's Recording Agreement or third party recording or distribution agreement, shall have been recouped. As used herein, the term "Advances" shall refer to the following sums but only to the extent such sums are recoupable by Employer or a royalty paying third party: (a) all recording and mastering costs incurred with respect to the Master, (b) all costs incurred with respect to production of the audio-visual recordings with respect to the master, (c) all artwork costs associated with the Master; (d) all costs for so-called tour support and (e) payments to Producer, and (f) any other costs incurred under this Agreement for recording and manufacturing, promoting, creating and selling the Master.

(ii) Employer 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. Employer shall send such accounting with payment, if any, to Producer at Producer's address listed below. In the event Producer's address changes, Employer shall have no obligation to send the accounting and royalty payment to any other address until Producer shall give to Employer in writing such new address.

d) Whenever the Master(s) produced hereunder are coupled with other master recordings on phonograph records or other devices, Producer's royalty rate under this Agreement shall be computed by multiplying our otherwise applicable royalty rate by a fraction, the numerator of which is the sum of selections contained on the Master(s) and a denominator of which is the total number of master including the Master(s) embodied in the record or other device.

e) Employer shall not be held accountable for payment of any royalties owed to Producer, unless Employer's sales containing Master(s) therein exceed twelve thousand (12000) units, in which at that time Producer shall be compensated accordingly for prior units sold and all thereafter.

4. RIGHTS IN RECORDING: The commercial rights to use any Masters discussed per this Agreement, from the inception of recordings and Records derived there from, shall be the sole property of Employer, free from any claims whatsoever by Producer or any other person, with the exceptions from pre-existing agreements made by Producer prior to Employer's purchase or knowledge of such, and Employer shall have the exclusive right to claim ownership of the commercial use of Masters in his name as the owner. Producer will cease any future commercial use of Masters, without the written consent of Employer in any applicable future situations approved by Employer. These rights may not be licensed, sold, and/or transferred in any form without written consent in a separate agreement between Employer and Producer.

5. NAMES & LIKENESS: Employer 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 there from.

6. CREDIT: Employer 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 VTZ**". If Employer fails to comply with this clause in any instances or sole obligation to Producer by reason of such failure Producer's sole remedy is to have Employer add the appropriate credit. Employer shall provide Producer with one (1) copy of the completed Records within thirty (30) days after manufacture of the Record.

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 Employer or with others. Such ownership percentage shall accorded to Producer in accordance with Producer's percentage of authorship based on the copyright laws of the United States and as set forth on List Of Songs attached hereto. 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. 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. Employer shall have the right to incorporate lyrics with the music created hereunder to create a new song ("New Song") and Employer 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. Employer shall have sole administration rights to the music created under this Agreement and administration of the music or the New Song will be through Employer's publishing designee. Producer shall not have the right to license the music to any third party without the written consent of Employer. Any licensing of the New Song to a third party by Producer, shall be administered solely by Employer or Employer's publishing designee.

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 Employer 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.

9. DEFINITIONS: (a) "Record(s)" 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, laser disc, film, electronic video tapes or recordings, and any other medium or device now known or later developed.

(b) "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.

(c) "Recording Costs" shall mean all direct expenses paid or incurred in connection with the production, mixing and mastering of the Master including but not limited to studio rentals, tape, engineering, editing, instrument rental, and mastering, any per diems of any other person rendering services in connection with the recording of the Masters.

10. WARRANTIES: Producer hereby warrants that the Master shall be entirely the property of Employer, free of any claims whatsoever by Producer or any person deriving any rights or interest from Producer, with the exception of any pre-existing agreements Producer has prior to the Employer's purchase of the Master.. 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 Employer 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 for the use of a song or recording appearing in the Master from a "sample", an "interpolation" or a "replay". If Producer has not secured such right, then Producer has notified Employer and Employer has agreed in a separate writing to secure such rights. Producer agrees to indemnify and hold harmless Employer, its officers, agents, employees, attorneys and assignees, from and against any and all claims, damages, liabilities, costs and expenses including but not limited to attorney's fees, arising out of any breach of any representation, warranty, term or agreement made or to be performed by this Agreement.

Employer will be: (i) solely liable for all royalties or other monies that become due to any person or entity whose master recording(s) are sampled and/or whose composition(s) are interpolated; and (ii) solely responsible for any copyright interests and rights that are required to be conveyed to the owner or licensor of any such sampled and/or interpolated composition. Employer acknowledges and agrees that any copyright interest and rights that are required to be transferred, conveyed, or assigned to the owner or licensor of the sample from the master recording specified in the attached List Of Samples shall be deducted solely out of Employer's share of the applicable Composition (i.e., out of Employer's 50% share only) so that Producer's share of the applicable Composition is not affected by said sample. Employer agrees to hold Producer free of any costs, fees, and/or liability from use of sample.

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 in the United States of America. Any dispute arising under this Agreement shall be filed in a court in Montgomery County, Dayton.

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 Employer shall not withhold, report or pay withholding taxes with respect to the

compensation payable hereunder.

Employer:
Address:

Signature _____

Producer: *Jeff Bingley*
Address: *1001 East Linden Ave. #21, Miamisburg, OH, 45342, USA*
EIN: *20-4317308*

Signature _____

Date :

LIST OF SONGS

Page 1\1

Title " "

Owner Of Music

"Jeff Bingley" (100%)

Owner Of Lyrics

" " (%)

" " (%)

" " (%)

LIST OF SAMPLES

Page 1\1

Title " "

Original " "