

INTERNATIONAL MARKETING CONTRACT

An Agreement made this _____ day of _____, 20__ between _____ (Agent) _____, _____ (address) _____, (hereinafter referred to as the "Agent") and _____, of _____, USA (hereinafter referred to as the Client).

The Agent hereby agrees to market _____ copies of the Clients audio product, listed in the attached "Exhibit A" (hereinafter referred to as the "Product"), to the Agent's foreign outlets under the following terms and conditions:

1. The Client agrees to pay in advance to the Agent the sum of _____ Dollars per copy of the product as a non-refundable retainer for the Agent's services in marketing the Product to territories outside of the United States of America.

2. The Client warrants to the Agent that the Client owns or controls the master recording, artwork, and all rights and copyrights relevant to the Product. The client shall inform the Agent of any and all territories where sub-publishing and/or licensing of the Product have been reserved; and in the cases where sub-publishing and/or licensing have not been reserved, the Client warrants that foreign sub-publishing and/or licensing rights to the Product are available. In addition, the Client warrants that the Product is not bound by any other contractual obligation which would preclude the Agent's fulfillment of any and all terms or parts of this Agreement.

3. The Agent shall be the exclusive representative of and for the Product to any and all territories outside the United States of America for an initial period of three (3) months, commencing the date that this Agreement is executed. The Agent reserves the option to extend this period for three (3) additional consecutive terms of three (3) months each to facilitate pending agreements. The Client must be informed of the exercise of the foregoing Agent's options in writing, sent prior to the expiration of the initial term. Such notice shall identify the third parties wherein possible agreements are pending and the territories to be covered.

4. The Agent shall provide to the Client monthly progress reports on the Agent's efforts on behalf of the Client.

5. In the event any outlet responds positively to the Product, the Agent shall inform the Client immediately, since the Agent is not empowered to enter into any negotiations on the Client's behalf without the Client's prior consent. If such event(s) occur(s) and a contract is made, the agent shall receive a share as defined in "Exhibit A", and the Client shall receive the remaining share, also defined in "Exhibit A" of all advances, royalties, and other revenues received in the United States of America from territories outside the United States of America including publishing income, but excluding writer's income as a result of such contractual agreement(s) secured for the Product directly or indirectly by the Agent on the Client's behalf. All offers and contracts shall be forwarded to Client for his review and commentary in negotiations.

6. For each contractual agreement secured by the Agent on the Client's behalf, the Client agrees to supply all necessary production parts at the Client's own expenses, and to reimburse the Agent for reasonable telecommunication, postage and freight expenses incurred in the pursuit of bona fide offers to contract with Client.

7. Any and all contractual agreements secured by the Agent on the Client's behalf shall extend the term of the Agent's exclusive representation of the Product in the territory(s) in which the Product is contractually bound for a period equal to the term of such contractual agreement(s) including any and all options, renewals, and extensions set forth in such agreement(s).

8. The Client shall, for a period of twelve (12) months from the date this Agreement is executed, afford the Agent the right of first refusal to negotiate contracts regarding assignment of the Product within the territory of the United States of America if such negotiations have arisen as a direct result of the Agent's endeavors outside the United States of America. The Client further agrees to pay the Agent a share, as defined in "Exhibit A" of all advances, royalties, and other revenues originating in the United States of America including publishing income but excluding writer's income as a direct result of negotiations by Agent in and for the territory of the United States of America. Furthermore, if in the case that the Client selects to have the Product represented in the United States of America by a party other than the Agent, then the Client shall pay the Agent a share, defined as one-half (1/2) of the Agent's share, defined in "Exhibit A", of all advances, royalties, and other revenues originating in the United States of America including publishing but excluding writer's income from any contractual agreement in and for the territory of the United States of America which arises as a direct result of the Agent's endeavors outside the United States of America.

9. The Client reserves the right to examine and negotiate, accept or reject directly, or through Client's legal representative, any contractual agreement(s) between third parties and the Client regarding the Product before such agreement(s) is entered into.

10. (a) Agent and Client agree that all contractual agreements secured under the terms of this Agreement shall be made in the name of _____ (Owner) _____ with _____ (Agent) _____ as Agent". Furthermore, all financial instruments containing advance and/or royalty payments associated with such agreements shall be made payable to " _____ (Agent \$ Owner) _____ ".and shall be deposited in escrow at:

(Name and Address of Bank)
(hereinafter referred to as the "Bank")

The escrow account at the Bank shall be named " _____ (Client & Agent) _____ ". The Agent and the Client agree to appoint and authorize _____ (Agent) _____ to endorse, on behalf of Agent and Client with his signature and the phrase "for deposit only," all financial instruments made payable to " _____ (Agent & Client) _____ " and deposit such instruments into the escrow account.

(b) The Agent and Client authorize the Bank as escrow agent to collect and hold all monies deposited in said escrow account until it is instructed in writing jointly by the Agent and Client to divide the monies in accordance with the percentages set forth in "Exhibit A" and to distribute simultaneously the respective shares to the Agent and Client.

(c) The fees for the Bank's services for acting as escrow agent in these regards shall be deducted before any distributions are made and are listed in "Exhibit B". The distributions shall come from the net proceeds thereafter.

(d) The Bank shall act as escrow agent only. Both parties to this agreement agree to hold the Bank harmless for any claims or charges that either party feels it may have against the other or that any outside third party may have against the Agent and/or Client.

11 The Agent shall forward to the Client all royalty statements, source documents, and copies of correspondence and escrow statements received within thirty (30) days of receipt of same.

12. The Agent and the Client agree that all financial transactions between the Agent, the Client, and any of the Agent's foreign outlets shall be transacted in U.S. dollars computed at "the source."

13. The Client indemnifies the Agent from any legal claims regarding the Product not associated with this Agreement. The Client understands that he has purchased a marketing service and as such the Agent can make no guarantees with regard to the successful conclusion of any contractual agreements.

14. Failure of Agent to account as provided herein shall give Client the right to terminate this Agreement on 30 days written notice.

15. This Agreement shall be construed under and governed by the laws of the State of ___(state)___ applicable to contracts made, executed and performed therein. If any portion of this Agreement is found to be invalid or unenforceable, it shall not affect the balance of this Agreement.

16. Nothing herein shall be construed to create a partnership or joint venture.

17. The Client retains all ownership of any and all rights of copyright in the Product.

THE PARTIES to this Agreement indicate by their signatures below that they agree to and will abide by the terms of this Agreement.

Client

Agent

by _____
Title

by _____
Title

Date: _____, 20__.

EXHIBIT "A"

This document serves as "Exhibit 'A'" to the International Marketing Agreement between _____ (Agent) _____ and _____ made this _____ day of _____, 20__.

The product(s) subject to the above is listed below, with the relevant shares of income as defined in the terms of said Agreement.

PRODUCT	AGENT'S SHARE	CLIENT'S SHARE
---------	---------------	----------------

Includes the Following:

Artist: _____

Titles:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.
- 16.
- 17.
- 18.
- 19.
- 20.
- 21.

PUBLISHED BY _____

EXHIBIT "B"

This document serves as "Exhibit 'B'" to the International Marketing Agreement between _____ (Agent) _____ and _____ made this ____ day of _____, 20____.

The following is a list of bank services relevant to the escrow account provided for in Paragraph 9 of the Agreement. This information has been supplied by _____ (Bank) _____, of _____, _____ (city/state).

SCHEDULE OF SERVICES (effective ____/____, 20____)

- | | |
|--|----------|
| 1. Monthly Maintenance fee
(business checking account)* | \$ __.00 |
| 2. Collection Items ** | \$ __.00 |
| 3. Transfer of Funds between Accounts | \$ __.00 |
| 4. Cashier's Check | \$ __.00 |

NOTES:

* The account will actually open when the first item is deposited. No checks will be printed for this account.

** Collection Items are defined as instruments drawn on foreign banks. Any items deposited in the account which are drawn on U.S. banks will be charged at _____cents (\$0.____) per item and will be subject to hold until actually collected.

WRITER'S/PUBLISHER'S INDUCEMENT

As a material inducement to _____(Writer/Publisher)_____ for entering into the INTERNATIONAL MARKETING AGREEMENT between Agent and _____(Owner)_____ dated this ____th day of _____, 20____, and knowing that _____(Agent)_____ will rely thereon, I(We) _____, doing business as _____ hereby warrant, represent and agree that:

- (a) I(We) have read the above-mentioned agreement;
- (b) I(We) have granted to _____, for the purposes of the above-mentioned agreement, the control and use of all rights to all copyrights ("titles"), in my(our) songs/publishing catalogue and its successors or assigns, including but not limited to those titles listed in Exhibit 'A' of said Agreement, necessary to empower _____ to enter into the above-mentioned Agreement with Agent. (Refers to Paragraph 2);
- (c) Agent shall have the benefit of all agreements, warranties, representations and indemnities made by me(us) to _____ with respect to the titles;
- (d) I(We) accept and agree that the Agent shall be entitled to share in any publisher's income due me(us) as a result of Agent's efforts, at the percentage rate defined as "the Agent's Share" in Exhibit 'A' of the above-mentioned agreement. (Refers to Paragraphs 5 & 8);
- (e) I(We) agree to be bound by the aforementioned agreement to the extent same relates to me(us); and
- (f) I(We) shall look solely to _____ for any amounts due me(us) in respect of any and all exploitations of the titles.

Agent may proceed against me(us) directly for any breach of the foregoing representations, warranties, and agreements without first or concurrently pursuing any remedy Agent may have against _____ or any other person. No alteration, modification, or amendment of the foregoing agreement shall affect Agent's rights or my(our) rights and obligations under this inducement.

SIGNED this _____ day of _____, 20____

For _____

by _____ title _____