



STREETJAM TELEVISION

PRODUCER'S MUSIC RECORDING & PRODUCTION, TELEVISION, INTERNET SALES & BOOKING AGREEMENT

This Agreement is hereby made on this date _____ by and
between the Co-Producer named _____
of the following address: _____

_____ (hereinafter referred to as "Producer," "Co-Producer," "Entertainer," "I," "He," "She," "You," "Your," &/or "They"), and Power Play Records,, Inc., a Maryland Corporation and Media Company t/a First Power Entertainment Group (hereinafter referred to as "Parent Company," "Company," "We," "Our," and/or "Us"), who are the Producers of STREETJAM TV," and STREETJAM, a Home Shopping & Entertainment Television program and Record Company (hereinafter referred to as "StreetJam," - which collectively includes but is not limited to StreetJam TV," "StreetJam Television," and/or "StreetJam Records), and it's web sites, www.StreetJamTV.com, www.ShopStreetJam.com and/or Company's website, FirstPowerEntertainment.com (hereinafter referred to as "Site," and/or "Website(s)"), and/or any website that is owned and/or operated by the Parent Company &/or StreetJam with headquarters located at 12061-B Tech Road, Silver Spring, MD 20904.

Whereas, StreetJam and Company are seeking to promote the above named Producer and sell music media products that have been in whole or in part created by the above named Producer to a worldwide audience on a Home Shopping and Entertainment Television Program and Record Label titled, STREETJAM and it's websites, licensees, assigns and affiliates.

TERMS AND CONDITIONS, COMPENSATION AND CONTENT SUBMISSION.

This is the official Terms and Conditions, Compensation and Content Submission Agreement for StreetJam TV, (hereinafter referred to as "StreetJam," and "Company"), a Home Shopping and Entertainment Cable Television Show, Record Label and it's web sites www.ShopStreetJam.com and www.firstpowerentertainment.com and www.StreetJamTV.com (hereinafter referred to as "Site," "Web Site," "We," "Us," or "Our"), an e-commerce and/or internet web site offered in cooperation with StreetJam Television. StreetJam Television and it's web site are produced by First Power Entertainment Group and Power Play Records, Inc., ("Company.") This Agreement governs the content, features and activities related to StreetJam TV, it's web site, the Company and its licensees, employees, contractors, syndicators, distributors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates and/or any other company unless specifically stated.

1. REGISTRATION AND TERMS.

The above named Producer certifies that he/she is at least 18 years of age or older and meet all other eligibility requirements. Parents and Legal Guardians must register and complete all forms for a Producer under the age of 18, who desires to register and be considered for casting, recording, performance and production on and for StreetJam TV and StreetJam Records, Power Play Records.

These terms and conditions constitute a legally binding agreement between the Producer and StreetJam TV, its web sites, Parent Companies, and its licensees, employees, contractors, successors, cable, satellite and television network affiliates, syndicators, legal representatives, assigns and affiliates. In this Agreement, the term "web site," and "site" includes all web sites and web pages within www.firstpowerentertainment.com, and www.ShopStreetJam.com, as well as any equivalent, mirror, replacement, substitute or backup web site and web pages that are associated with StreetJam TV and/or the above named site. In this Agreement, Products and Merchandise can include posters, t-shirts, jackets, hats, clothing, footwear, accessories, jewelry, music cds/dvds, audio cds / dvds, ringtones, voice tones, polymorphic tones, single songs, and any other products or merchandise that is featuring and/or presented by the Producer. In this Agreement, the term "Entertainer" includes Recording Artists, Models, Actors/Actresses, Dancers, Comedians, Musical Performers, Producers and any other Artists who is performing and/or being featured on StreetJam TV and/or its web sites. In this Agreement, the term "Producer" and/or "Co-Producer" means any person who has contributed their music, lyric and/or vocal performance work for recording and presentation by and/or for a Recording Artist signed with StreetJam Records, Power Play Records. By signing this **Producer's Music Recording & Production, Television, Internet Sales & Booking Agreement**, you understand, acknowledge and agree that you will abide by the terms of this entire Agreement, the Talent Release Agreement and any additional terms that govern certain products and services ("Additional Terms"), which will be presented in conjunction with this Agreement and/or those products and services. This **Producer's Music Recording & Production, Television, Internet Sales & Booking Agreement** may also provide rules of participation ("rules") for certain activities and services including, but not limited to casting, auditions, contests, award programs, membership clubs and email services. These Additional Terms, Privacy Policy and the Rules are hereby incorporated into this Agreement by reference. To the extent that there is a conflict between this Agreement and the specific terms or rules for the activity in which you choose to participate, this Agreement shall govern. This Agreement will remain in full force and effect and in the event of termination of any membership, service or feature, you will still be bound by your obligations under this Agreement, the Privacy Policy, Confidentiality Policy, Gag Orders and Additional Terms or Rules, including any indemnifications, warranties and limitations of liability.

The words "use" or "using" in this Agreement, means any time an individual (a "user"), directly or indirectly, with or without the aid of a machine or device, does or attempts to access, interact with use, display, buy and/or download User Content, view, print or copy from the Site, transmit, receive or exchange data or communicate with the site or a customer service representative of StreetJam TV, or one who (in any way) utilizes, buys, benefits, takes advantage of or interacts with any function, service or feature of StreetJam TV and/or its web site, for any purpose whatsoever. This Agreement does not cover the Producer's rights or responsibilities with respect to third party content or sites or any links that may direct your browse or your connection to third party web sites or pages. This is the entire and exclusive Agreement between you and us regarding StreetJam Records, Power Play Records, Inc., StreetJam TV and/or its websites, and it cannot be modified, except as specifically described in **Section 11** titled, **Modifications**.

The Producer hereby grants his/her consent and the absolute right to StreetJam, Power Play Records, Inc., FIRST POWER ENTERTAINMENT GROUP to copyright and/or publish, produce, duplicate, broadcast, release and distribute his/her audio/video performance, interview, photograph, image, likeness, &/or voice, in whole or in part or composite or distorted in composite form, in conjunction with the Recording Artist's solo and/or group name or reproduction thereof in color or otherwise, made through any media at its studios, or elsewhere for art, advertising, promotions, trade, electronic media and internet usage or any other lawful purpose whatsoever in connection with StreetJam Records, Power Play Records, Inc., STREETJAM TV and the above named web sites. The Producer hereby waives all rights that he/she may have to inspect and/or approve

the finished product or the advertising copy that may be used in connection therewith or the use to which it may be applied. The Producer does hereby release, discharge, and agree to save StreetJam Records, Power Play Records,, Inc., STREETJAM TV/ FIRST POWER ENTERTAINMENT GROUP, it's Parent Company, web sites, Sponsors, Cable Television broadcast networks, or any third party licensee or affiliates from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in broadcast or composite form, whether intentional or otherwise, that may be produced in the making or taking of said audio/video/photographic pictures, or in any processing tending toward the completion of the finished product. In addition, such audio/ video/ photographic media / recordings are the sole property of StreetJam Records, Power Play Records,, Inc., FIRST POWER ENTERTAINMENT GROUP, STREETJAM TV and it's websites to view, copy, edit, release, upload, download, post, broadcast &/or distribute for use.

2. POSTINGS, MERCHANDISE SALES.

Your User Content, comments, information and suggestions are important to us. Portions of this Site may provide you and others an opportunity to submit, post, display, buy, sell, transmit and/or exchange User Content, information, ideas, opinions, photographs, images, video, audio, creative works, merchandise or other information, messages, transmissions or material to us, the web site or other users ("Post" or "postings").

You are entirely responsible for the consequences of all Postings and User Content that you make available to StreetJam Records, Power Play Records,, Inc., and StreetJam TV via the television program and web sites (and otherwise). Postings and User Content do not reflect the views of the StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives and assigns. We do not endorse, edit or screen any User Content or Postings, although we reserve the right to do so, nor shall we be liable for any Posting or User Content that is in violation of this Agreement. In no event shall the web site, StreetJam TV, its Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives and assigns have or be construed to have responsibility or liability for or in connection with any Posting or User Content whatsoever; however, if we determine, in our sole discretion and judgement that any Posting does or may violate any of the terms of this Agreement, we reserve the right, at any time and without limiting any and all other rights we may have under this Agreement, at law or in equity, to

- (a) Refuse to allow you to Post;
- (b) Remove and delete Postings and User Content;
- (c) Refuse to consider your User Content for submission, broadcast and/or sales; and/or revoke your right to use the Television program and/or web Site; and/or use any technological, legal, operational or other means available to us to enforce the provision of this Agreement, including, without limitation, blocking specific IP addresses.

If a Posting originates from you, your Parent or Legal Guardian, another person in your Production Company or Entertainment Act TV, you hereby agree that:

- (d) You are giving permission for the placement of the Posting and/or User Content or its sales or use and you specifically authorize StreetJam TV, it's websites and StreetJam Records, Power Play Records,, Inc., to use, market, present, broadcast, and sell such Posting and User Content in whole or in part throughout the universe, in perpetuity in or on any and all media, now known or hereafter devised, and alone or together or as part of other information, content and/or materials of any kind or nature;
- (e) You represent and warrant that:
 - (i. The Posting is original to you or fully cleared for use as contemplated herein,

- (ii. The Posting does not contain libelous, tortuous or otherwise unlawful information, infringe on or violate any copyright or other right, or contain any matter the publication or sale of which will violate any federal or state statute or regulation,
 - (iii. The Posting is not obscene or in any other manner unlawful,
 - (iv. The Posting shall not be injurious to the health of the user, and
 - (v. We shall not be required to pay or incur any sums to any person or entity as a result of our broadcast, transmission, stream, use, sales or exploitation of the Posting or User Content;
- (f) If your Posting or User Content incorporates the name, logo, brand, service or trademark, voice, likeness or image of any person, firm or enterprise, you specifically represent and warrant that you have the right to place such Posting and User Content in the public domain and grant StreetJam Records, Power Play Records,, Inc., StreetJam TV and its web sites, licensees, assigns and affiliates the right to sell or use such Posting and User Content as described above;
- (g) We have the right to delete, re-format and/or change your Posting and/or User Content in any manner that we may determine (although you will not be responsible for any such changes made); and
- (h) You will not be entitled to any compensation (except as noted in **(Sections 17., Sections 17.a., through 17.e. xxvi.)**, titled, **STREETJAM TV PRODUCERS COMPENSATION and Sections 28., a., b., c. (i., ii., iii., iv., and v.) 28.d., and 28.e., titled, Payment to Producer(s)** because of the sales, use or exploitation by us or any third party of any videos, audio and other Postings and/or User Content you make to us or any ideas or concepts contained therein, and the submission of a video, Posting, User Content, and/or any display thereof, is not any admission of novelty, priority or originality. Even if you subsequently see or learn of a presentation, motion picture, still photograph, film, video, audio recording or any other user Content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any video, Posting or User Content that you or anyone else submits to or through StreetJam Records, Power Play Records,, Inc., StreetJam TV, and/or it's web sites, you acknowledge and agree that you shall not be entitled to any compensation therefore, except as noted under **(Section 17., and 17.a., through 17.e. xxvi.)**, titled, **STREETJAM TV PRODUCER'S COMPENSATION and Sections Sections 28., a., b., c. (i., ii., iii., iv., and v.) 28.d., and 28.e.**

The amount of storage space on the web site per user is limited. Some Postings and User Content may not be processed due to space constraints or outbound message limitations. You understand, acknowledge and agree that we assume no responsibility for deletion of Postings or User Content or for any failure to store, receive or deliver Postings or User Content in a timely manner or any other matter relating to Postings and/or User Content. You may not Post in any manner User Content which (does or) is intended to promote or generate revenue for any business enterprise or commercial activity. If you believe that any content on StreetJam Records, Power Play Records,, Inc., StreetJam TV or it's web sites (including without limitation, Postings, User Content) violates any of the terms of this Agreement, please send an email about it to: Harrisgsnt@aol.com and make it to the attention of the CORPORATE OFFICE – STREETJAM TV. We reserve the right to take or refrain from taking any or all steps available to us once we receive any such message.

3. AGE REQUIREMENTS.

You must meet the Age Requirements of this Agreement and the Talent Release Agreement each and every time you submit or attempt to submit Postings and User Content, among other things you will be asked to confirm your compliance.

4. USER CONTENT SUBMISSION, DOWNLOADS.

This section of the Agreement is in regards to your submission and our display and distribution of User Content to StreetJam Records, Power Play Records,, Inc., StreetJam TV and it's web sites for presentation, broadcast and sales via certain technology and/or features that we make available to the public so that such User Content can be purchased and/or downloaded to users for home shopping television and/or web site sales. When you submit your User Content, you are signifying your agreement with and acceptance of all terms and conditions of this Agreement as well as the terms and conditions contained in the Talent Release Agreement that govern your legal and contractual relationship with StreetJam Records, Power Play Records,, Inc., StreetJam TV and it's web sites. StreetJam Records, Power Play Records,, Inc., and StreetJam TV have the right to change the terms and conditions of this Agreement and also the Talent Release Agreement at any time.

In this Agreement, the term "User Content" means and refers to any and all content, media and materials that the Producer and/or StreetJam TV submits (and/or is created by StreetJam TV) for broadcast, sales, duplication, distribution, conversion, licensing and/or for home shopping television sales on StreetJam TV, it's web site(s) and/or third party licensees that embodies including without limitation the Producer's still photographs, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of the same, regardless of the tangible medium, broadcast medium, format or form or hereinafter developed or discovered, and regardless of where produced, on location or in a studio or elsewhere, in black and white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world. User Content is also considered a "Posting," as such term defined in **Section 2** titled, "Postings," and shall apply to all User Content you and/or StreetJam TV submits pursuant to the terms and conditions of this Agreement for Posting to StreetJam Records, Power Play Records,, Inc., StreetJam TV and/or it's web site(s). In this Agreement, the term "User Content" also includes all products and merchandise that is created by StreetJam TV, it's Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates and assigns or produced by or for the featured Producer, Artist, Model, Actor, Comedian, Musical Performer and/or any Entertainer who is a featured performer on StreetJam Records, Power Play Records,, Inc., StreetJam TV and/or it's web site. In this Agreement, Products and Merchandise can also include posters, t-shirts, jackets, hats, clothing, ring tones, voice tones, polymorphic tones, single songs, audio and video CDs/DVDs, music downloads and any other User Content, products, services or merchandise marketed to the public and/or sold.

Each time User Content featuring the Producer is submitted and presented for sales on StreetJam Records, Power Play Records,, Inc., and/or StreetJam TV or through it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates and assigns, you will be confirming your acceptance of and agreement to be bound by all of the terms and conditions of this Agreement and the Talent Release Agreement.

In addition, the Producer and all User Content submitted shall to be bound by all of the terms and conditions of this Agreement and the Talent Release Agreement. To be considered for broadcast and home shopping sales on StreetJam TV and/or it's web sites, (and/or on StreetJam Records, Power Play Records,, Inc.), promotions, advertising,

and any other display (whether public or private) the User Content must meet all specifications and requirements relating to formatting, compatibility, copyrights, operating characteristics and submission. In order to submit User Content, you will also need to meet our Age Requirements.

When User Content is submitted, you may also be asked to provide some information about you and/or your User Content submission. This may include, without limitation, such things as a descriptive title, some information about the User Content, ownership and/or legal rights, length, your location and/or similar information. When User Content is submitted, you are also agreeing and you understand that the term "User Content" also includes, without limitation, and refers to all of the information you submit or we may create or receive that is related to your submission. Always keep a copy of your user content and/or any user content submitted to StreetJam Records, Power Play Records,, Inc., and/or StreetJam TV because we are not responsible for lost, damaged, misdirected, unusable or unreadable User Content. Proof that you submitted User Content does not constitute proof that we received anything.

5. USER CONTENT STANDARDS; UNAUTHORIZED CONTENT.

You are solely responsible and liable for your communications and submissions (and the consequences) made under your name, user name, email address, and your registration and profile information. User Content does not reflect the views of StreetJam, StreetJam Records, Power Play Records,, Inc., StreetJam TV or it's web sites and neither StreetJam TV, its Parent Company, licensees, employees, contractors, successors, cable, satellite and network television network affiliates, legal representatives and assign representatives guarantee the truthfulness, accuracy or reliability of any User Content, nor endorses or supports any opinions expressed in any User Content. In no event shall StreetJam TV, it's web sites, the Parent Company, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives and assigns have or be construed to have any responsibility or liability for or in connection with any User Content that you consent to and/or submit.

If we determine, in our sole discretion, you have not met the Age Requirements, or if in our judgement, you or any User Content featuring you violates this Agreement, we reserve the right, at any time, without notice and without limiting any and all other rights we may have under this Agreement, at law or in equity, to

- (a) refuse to allow you to submit further User Content,
- (b) remove and delete your User Content,
- (c) revoke your registration and;
- (d) refuse to refund any Registration fees paid with your submission and;
- (e) use any technological, legal, operational or other means available to enforce the terms of this Agreement, including, without limitation, blocking specific IP addresses or deactivating your registration and access using your email address.

We make no claim that the User Content are appropriate for any particular purpose or audience or that any video, audio, software or other User Content may be accessed, used or downloaded outside of the United States which may not be legal for certain persons or in certain countries and you do so at your own risk. The United States controls the export of products and information and you agree to comply with such restrictions and not export or re-export any User Content including videos, information, software, materials, products or services to countries or persons prohibited under the export control laws and regulations.

You agree you will not submit or attempt to submit, and we have the right to reject, refuse to accept, remove or otherwise handle as StreetJam Records, Power Play Records,, Inc., and/or StreetJam TV deems appropriate, any "Unauthorized Content" which is defined as any User Content that is or could be construed as violating any copyright infringements and/or of the terms and conditions of this Agreement, and/or any of the terms and conditions set forth in our Talent Release Agreement, including, without limitation:

- (i.) Infringing on a third party's copyright or other intellectual property rights;
- (ii.) Causing harm, harassing anyone or which may prevent, prohibit, inhibit, restrict or otherwise impair others from using or enjoying StreetJam TV and/or it's web site;
- (iii.) Unauthorized information of other users;
- (iv.) The modification, impairment, disruption, alteration or interference with the use, features, functions, operation or maintenance of StreetJam TV and/or it's web sites features; or
- (v.) Any requirements, rules, terms or conditions that may be applicable to StreetJam TV and/or it's web sites.

Neither StreetJam TV, it's Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns, and/or affiliates control any User Content submitted, although we may use both automated and manual means of reviewing User Content in order to prevent Unauthorized Content from appearing and being displayed on our site, StreetJam TV and/or StreetJam Records, Power Play Records,, Inc. StreetJam TV and it's Parent Company reserves the right to review any submitted User Content and to delete, remove, move, discard, edit or reject, without notice to you, any User Content that we deem, in our sole discretion, abusive, defamatory, obscene, pornographic, in violation of copyright, trademark or other intellectual property rights, to be in violation of this Agreement or to be unacceptable to StreetJam TV, it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates, for any reason or for no reason whatsoever; provided, however, that StreetJam TV and/or it's web sites and Parent Company shall have no obligation or liability to you for failure to do so or for doing so in any particular manner.

If StreetJam TV or it's Parent Company receives notice of any claim of infringement that satisfies specific legal requirements, such as notice and takedown requirements under U.S. copyright law, we may remove and/or refuse to present, broadcast, sell or post User Content associated with such claim. StreetJam TV and it's Parent Company reserves the right to provide information to law enforcement officials, governmental agencies and pursuant to judicial or regulatory compulsion, to protect their respective interests, the Site, StreetJam TV, and it's Parent Company and/or to comply with legal, regulatory, audit and compliance obligations.

6. RIGHTS GRANTED TO STREETJAM TV, WEBSITES AND PARENT COMPANY.

In connection with all User Content featuring (you) the Producer, you grant to StreetJam, it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, syndicators, legal representatives, assigns and affiliates the unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, sole, perpetual and royalty free right, license, authorization and permission, in any form or format, on or through any media or medium and with any technology or devices now known or hereafter developed or discovered, in whole or in part, to sell, host, cache, store, upload, download, post, maintain, use, reproduce, repeat broadcast, distribute, display, exhibit, perform, publish, broadcast, transmit, modify, prepare derivative works of, adapt, reformat, translate and otherwise exploit all or any portion of your User Content

on StreetJam TV, it's web sites, StreetJam Records, Power Play Records,, Inc., and/or any other channels, services, media, and other distribution platforms, whether currently existing or developed in the future, for any purpose whatsoever including, without limitation, accounting, sales, notification, credit or other obligation to you, and the right to license and sub-license and authorize others to exercise any of the rights granted hereunder to StreetJam, it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates, in our sole discretion. For the avoidance of doubt, without limiting the generality of the rights granted to StreetJam, it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates, these perpetual sole rights include without limitation, the sole, perpetual right throughout the universe to create derivative works, distribute, copyright, upload, download, post, duplicate, license, syndicate and synchronize all or any portion of your User Content in timed relation to any other visual elements; to web-cast, pod-cast, re-publish, re-broadcast, re-platform, port, syndicate, route, and link to and from all or any portion of your User Content; to encrypt, encode and decode, and compress and decompress all or any portion of your User Content; to edit, mix, re-mix, combine, merge, distort, superimpose, create or add special effects, illusions and/or other material to or to or of all or any portion of your User Content; to create composite, stunt, comic, or unusual photographs, videos, animations, motion pictures, audio, video and/or voice reproductions from all or a portion of your User Content and to excerpt and/or extract portions of your User Content in order to host, store, sell, index, categorize, broadcast, transmit and display your User Content on or through the platforms. By submitting User Content, in addition to the rights, licenses and privileges referred to above, you are also granting StreetJam, it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates the sole unqualified, unrestricted, unconditional, unlimited, worldwide, irrevocable, perpetual and royalty free right, license, authorization and permission throughout the universe to use and refer your name, logo, marks, image, characteristic or other distinctive identification in presentations, marketing materials, broadcast, sales, customer lists and financial reports, to do, perform, take advantage of and exploit any and all of the rights set forth herein in connection with the marketing, sales, distribution, licensing, syndication, broadcast, advertising, distribution and promotion of the Platforms and any User Content, products, goods, features, functions, capabilities and/or services associated with StreetJam, it's web sites, Parent Companies, licensees, employees, contractors, successors, syndicators, cable, satellite and television network affiliates, legal representatives, assigns and affiliates and to use and otherwise exploit any ideas, concepts, content, material, expression or form of expression, in whole or in part, contained in your User Content, for any purpose whatsoever, without credit, compensation or accounting to you, (unless otherwise noted in **Sections 17., and 17.a., through 17.e. xxvi., titled STREETJAM TV PRODUCER'S COMPENSATION and Sections 28., a., b., c., i., ii., iii., iv., v., 28., d., and 29., e., titled Payment to Producer(s)** in User Content, products or services developed by StreetJam, it's Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates without limitation or restriction whatsoever. The sole rights, licenses and privileges described in this Agreement and granted to StreetJam, it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates shall commence immediately upon execution of this Agreement and continue thereafter perpetually throughout the universe, regardless of whether you continue or remain a registered user and/or featured Producer or not, unless and until terminated, in whole or in part, by StreetJam and/or Parent Company on written notice forwarded to you by Registered or Certified Mail &/or Email. Notwithstanding the foregoing, you acknowledge and agree that neither StreetJam, nor it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates shall be required or have any obligation to host, index, display, accept or use any submitted User Content (or take

advantage of any or all of the particular rights and authorities granted or otherwise available) and StreetJam, it's Parent Company and/or it's web sites may, in its sole discretion, remove, or refuse to sell, host, index, display, accept, use or do anything at all with respect to any User Content. Once User Content is submitted or acquired by StreetJam, it's web sites and/or and it's Parent Company, you shall have no rights to prohibit, restrict, revoke or terminate any of the rights granted to StreetJam or it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates. You are not entitled to and you will not receive any compensation, rights, royalties or other consideration for any User Content or any use made of your User Content once submitted, other than what is contained in **Section 17., and 17.a., through 17.e. xxvi., titled STREETJAM TV Producers Compensation and Section 28., a., b., c., i., ii., iii., iv., v., d., and e., titled Payment to Producer(s).**

You also understand and agree that neither all or any portion of any User Content featuring you, nor any commercial, advertisement, promotional, marketing or other material associated with your User Content, need to be submitted to you for approval prior to use. You hereby release Streetjam TV, it's web sites, Parent Companies, licensees, employees, contractors, successors, syndicators, cable, satellite and television network affiliates, legal representatives, assigns and affiliates from any and all claims of any rights, encumbrances, liens, claims, demands, actions or suits which you may or can have in connection with your User Content, including, without limitation, any and all liability for any use or nonuse of your User Content, claims for defamation, libel, slander, invasion of privacy, right of publicity, emotional distress or economic loss. StreetJam TV and it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates have the right to assign, transfer, convey, license, sub-license and otherwise transfer, sub-contract, delegate, outsource or engage third parties to perform or benefit from all or any portion of its or their rights and/or obligations to any one or more other parties, without accounting, reporting, notification or other obligation or liability to you whatsoever, now or in the future. You also forever waive and relinquish all moral rights now or hereafter recognized in connection with your User Content and the rights granted to StreetJam, it's Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates hereunder. You also forever waive and relinquish all moral rights now or hereafter recognized in connection with your User Content and the rights granted to StreetJam, it's Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates hereunder.

StreetJam and Company have the sole and pertual right throughout the universe right to license, authorize and./or otherwise enter into agreements and arrangements with it's web sites, Parent Companies, television program syndicators, television program distributors, and/or any other licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates to sell, do or perform any of the activities, exercise any of the rights and/or undertake any of the responsibilities granted or imposed under this Agreement, in whole or in part. To the extent StreetJam and/or it's Parent Company does so, when User Content featuring the Producer is acquired by StreetJam, each such web site, Parent Company, licensee, employee, contractor, successor, cable, satellite and/or television network affiliate, legal representative, assigns and/or affiliate shall be entitled to exercise and benefit from the terms and conditions, rights, licenses and authorizations granted to StreetJam TV and it's Parent Company hereunder and related thereto as if you had entered into this Agreement with such web site, Parent Company, licensee, employee, contractor, successor, cable, satellite and/or television network affiliate, legal representative, assigns and/or affiliate directly.

7. AUTHORIZATION RIGHTS. OWNERSHIP TO STREETJAM TV.

STREETJAM, its web sites and Company retains perpetual sole rights, royalties, titles and interest throughout the universe in and to the User Content, including without limitation, to all associated intellectual property, ancillary and proprietary rights existing anywhere in the world and you acquire no ownership, proprietary or other rights, royalties, titles or interest in or to the User Content. Except for the licenses, authorizations, consents and rights granted hereunder and described in this Agreement, as comprehensive and broad as they may seem or actually be, StreetJam, its web sites and/or its Parent Company acquires no title or ownership rights in or to any User Content. StreetJam, its web sites and/or its Parent Company is acting only as a host, home shopping television program, bulletin board, or conduit for submitted User Content, with all of the specific rights granted by you hereunder. Although by your submission (or StreetJam's acquiring of) any User Content you are requesting and directing us, our web sites, Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements, to market, sell, take advantage of and exploit all of the rights and privileges granted hereunder (including, without limitation, the right to display, sell, post, transmit and broadcast the User Content on Platforms), neither we, nor any of the web sites, Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates have any obligation to do any of these things.

You must own the rights to the User Content you submit and the right to grant all of the authorizations, permissions, approvals, consents, rights and licenses as described in this Agreement. If you do not exclusively own all of these rights, you must have all necessary authorizations, permissions, approvals, consents, rights and licenses from the owner(s) to enter into this Agreement and perform and comply with all of its obligations. You represent, warrant and covenant to StreetJam and its Parent Company (and by submitting User Content) you reaffirm each such representation, warranty and covenant that:

- (a) you are not a minor and you have the legal right and capability to enter into this Agreement and perform and comply with all of its terms and condition or, if you are under the age of 18, your parent or legal guardian has agreed to this Agreement on your behalf,
- (b) all of the information provided by you associated with your User Content is correct, complete and current,
- (c) your submission of any User Content does not violate this Agreement, any rights of any other party, any of your obligations, any law or regulation or infringes upon or misappropriates any intellectual property, privacy, publicity or other rights of any party
- (d) your submission of any User Content does not violate this Agreement, any rights of any other party, any of your obligations, any law or regulation or infringes upon or misappropriates any intellectual property, privacy, publicity or other rights of any party contained in the Talent Release Agreement, including, without limitation, those relating to Postings and User Content.
- (e) You hold and will continue to hold all the ownership, license, proprietary and other rights necessary to enter into, authorize, grant rights and perform your obligations under this Agreement as described. Upon the request of StreetJam and/or Company, you will furnish StreetJam and Company any documentation, substantiation and releases necessary and reasonably required to verify and substantiate your compliance with any or all of the terms and conditions of this Agreement, including without limitation, the foregoing representations, warranties and covenants.

- (f) You represent and warrant that the submission of your User Content is not subject to or under the jurisdiction of any guild or union collective bargaining agreement, and you further acknowledge that StreetJam, its websites, Company and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements, is not signatory to or financially liable or obligated to pay any compensation whatsoever for any User Content that is broadcast and/or sold via StreetJam, its websites, Company and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements.
- (g) Notwithstanding anything to the contrary, you also understand and agree that StreetJam, its web sites, Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements, shall not be obligated or responsible for providing any guild or organization any compensation or residual payments whatsoever in connection with the submission, sales, transmission, broadcast and exploitation of the User Content.

You acknowledge that other persons may have submitted User Content to us, may have made public or developed, or may obligate, submit, make public or develop, material or identical to all or a portion of your User Content or concepts contained herein, and you understand and agree you will not be entitled to any compensation because of the use or exploitation thereof and the submission of User Content, or any posting or display thereof, is not any admission of novelty, priority or originality. Even if you subsequently see or learn of a presentation, motion picture, still photograph, film, video, song, audio recording or any other content which appears to incorporate any idea or concept or include anything similar or identical to that contained in any User Content you or anyone else submits, that is purely coincidental and unavoidable.

8. E-COMMERCE AND TELEVISED HOME SHOPPING USER CONTENT.

All User Content on StreetJam, its web sites and/or Parent Company is brought to you by StreetJam, its web sites, Parent Company and affiliates under this Agreement. All User Content, goods and services offered for sale by StreetJam, Parent Company, its' web site(s) and home shopping television program ("Products," "User Content"), are guaranteed by the manufacturer, licensor &/or distributor against defects in material and workmanship for 30 days from the date of the invoice.

Except as specifically set forth in this Agreement, we expressly disclaim any and all liability arising from or relating in any way to any and all products. Except as specifically made in writing, we expressly disclaim all representations and warranties of any and every kind, express or implied, with respect to any and all products and merchandise including, but not limited to, any warranty of merchantability of or fitness for a particular purpose.

Our creation or transmission of a product order, and/or User Content does not signify the acceptance or sale of a product order of User Content by the user, nor constitute a binding confirmation of sales of any Product and we reserve the right to accept or decline an order for any reason up until the time the Product is actually delivered to the user. We reserve the right at any time, without prior notice, to limit or reduce the quantity of a product, (User Content) or service that is ordered by the user. All orders placed must obtain pre-approval with an acceptable method of payment, as established by our credit and authorization policies and practices in effect at the time of the order. Products and services on the home shopping television show and web site are offered for sale only to end user customers or as personal gifts to end user customers and not for resale. We do not knowingly accept customer orders from dealers, exporters, wholesalers, distributors,

resellers or other similar persons or companies, and reserve the right to refuse, cancel or seek the return of any Products or Services that are purchased in violation of the foregoing restrictions. You are responsible for any taxes imposed on the sale or use of Products and applicable taxes will be added to the amount charged for products purchased on StreetJam, it's web sites &/or Parent Company. If an order consists of multiple items, they may be shipped separately depending on availability.

9. FINANCIAL CONSIDERATION.

StreetJam reserves the sole and exclusive right in perpetuity throughout the universe to sell advertising and otherwise exploit, benefit from and/or realize revenue from the conduct of its business, television programs, web sites, and operating the television program, web site, the User Content or other Platforms and any and all arrangements made with respect thereto, without accounting, obligation or liability to you, notwithstanding that your user Content may be displayed on or otherwise used by or in connection with StreetJam Records, StreetJam Records, Power Play Records,, StreetJam TV, it's web sites or other Platforms.

10. PODCASTING.

The web site may or may not provide podcasts, "Podcasts" consisting of selected audio content from the web site, that is provided over the Internet using an XML feed and an associated audio file so that the audio file may be downloaded and played from a user's computer or transferred to a portable listening device. Certain software and hardware are required for users to download and play Podcasts. Our Podcasts are protected by United States Federal and State laws, and applicable foreign laws, regulations and treaties, and all rights in and to the Podcasts are reserved to StreetJam Records, Power Play Records, StreetJam TV, it's web sites or the content provider. Our Podcasts are available for personal, noncommercial use only and may be downloaded, copied and/or transferred to a portable listening device or a computer that we Podcast for the users personal, noncommercial use only. You must not nor will you allow any third party to reproduce, modify, create derivative works of, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party, or otherwise use any of our Podcasts except as expressly authorized in this Section. You also may link to our Podcasts from your web site, weblog, or similar application, as long as the linking does not:

- (a) suggest that StreetJam Records, Power Play Records,, StreetJam TV or it's web site promotes or endorses any third party's causes, ideas, websites, products or services, or;
- (b) use StreetJam Records, Power Play Records,, StreetJam TV and/or it's web site content for inappropriate or commercial purposes, or;
- (c) violate the "Hair It Is Reality TV Show Participant Agreement," and/or the Hair It Is Reality TV Show Family Member Agreement" (if this is applicable to you), or;
- (d) otherwise violate this Agreement.

StreetJam Records, Power Play Records,, StreetJam TV and it's web site reserve the right to discontinue providing our Podcasts and to terminate this Agreement and/or your access to or use of StreetJam, StreetJam Records, Power Play Records,, StreetJam TV and/or StreetJam TV web site's Podcasts, or any content contained in our web site Podcasts, at any time for any reason. By your access to StreetJam Records, Power Play Records, and/or StreetJam TV's web site Podcasts, you understand, acknowledge and agree that StreetJam Records, Power Play Records,, StreetJam TV and it's web sites does not warrant that its Podcasting service will operate on all user equipment. Please see our "Disclaimer and Limitations of Liability" section for further details.

11. MODIFICATIONS.

We reserve the right, at any time and from time to time, for any reason in our sole discretion, to change the terms and conditions of this Agreement. We will post or display notices of material changes in writing to You and/or we may also e-mail you about these changes. Once we post them on the web site &/or send you notice in writing by registered or certified mail &/or email of these changes, they will become effective immediately and from said date of your notice forwarded to you in writing (by Certified, Registered &/or Email), it will signify your agreement to be bound by the changes. This includes if your User Content is still being sold on StreetJam or it's web sites &/or Parent Company's site(s) after they become effective (as this will also signify your agreement to be bound by the changes). You should check back with StreetJam frequently and review the terms and conditions of this Agreement regularly so you are aware of the most current rights and obligations that apply to you and the terms and conditions of your agreement with us.

12a. OWNERSHIP OF INTELLECTUAL PROPERTY.

The contents of StreetJam, the Parent Company and their web sites, including all site software, design, text, images, photographs, illustrations, audio and video material, artwork, graphic material, databases, proprietary information and all copyrightable or otherwise legally protectible elements of StreetJam, Parent Company and their web sites, including without limitation, the selection, sequence and arrangements of items, and all trademarks, service marks, trade names, patents and patent pendings (individually and/or collectively, "Material"), are the sole property of StreetJam TV, and/or it's web sites, Parent Companies and their subsidiaries, affiliates, licensors, suppliers, operational service providers, advertisers, promotional partners, or sponsors and are legally protected, without limitation, under U.S. Federal and State Laws, as well as applicable foreign laws, regulations and treaties. Unless the context clearly requires otherwise or we explicitly say so in writing, the term "site" includes "Material" as well. You must not alter, delete or conceal any copyright or other notices contained on StreetJam, Parent Company, StreetJam Records, Power Play Records,, StreetJam TV and/or their websites, including notices on any User Content that you present, submit or provide for sales, download, transmission, display, print or reproduction.

You shall not, nor will you allow any third party (whether or not for your benefit) to reproduce, sell, modify, upload, download, post, create derivative works from, display, perform, publish, distribute, disseminate, broadcast or circulate to any third party (including without limitation on or via a third party web site), or otherwise use, any User Content without the express prior written consent of StreetJam, StreetJam Records, Parent Company - Power Play Records,, &/or StreetJam TV. Any unauthorized or prohibited use of any User Content may subject you to civil liability, criminal prosecution, or both, under applicable federal, state and local laws.

We require users to respect our copyrights, trademarks, and other intellectual property rights. We likewise respect the intellectual property of others. On notice, we will act expeditiously to remove User Content on the web site that infringes the copyright rights of others and will disable the access to the site and its services to anyone who uses them to repeatedly infringe the intellectual property rights of others. We take protection of copyrights, both our own and others, very seriously. We therefore employ multiple measures to prevent copyright infringement on StreetJam, StreetJam Records, Power Play Records,, StreetJam TV and it's web sites and to promptly end any infringement that might occur.

The Recording Artist(s) and Producer(s) certify that they are the creator, first and primary of the master music embodied on the DVD/CD /(and all other media forms – past, present or future) that is hereby written and titled on the SCHEDULE A ADDENDUM, and that StreetJam and the Parent Company and StreetJam and the Records, Power Play Records, have the sole and/or exclusive right throughout the universe to duplicate, manufacture, sell, promote, upload, download, post, license, digitally distribute and

distribute the Products and Merchandise (User Content) from said music master for which the above named Recording Artist(s) &/or Producer(s) can provide documentation to that effect to StreetJam and/or Parent Company, upon request, at any time. This Agreement also certifies that the above mentioned music master contains no material which will violate the copyrights of any person nor any element that could constitute a reason to institute legal proceedings based on the violation of any right or illegality. If primary ownership of the supplied music master does not belong to the Recording Artist(s) &/or Producer(s) contracting for the above named rights, the above named individual(s) (Recording Artist/ Producer) agrees to provide documentation, in the form of a formal contract or letter of Agreement between the party contracting for the above named rights and the Original Owner of the master being duplicated, manufactured, sold, promoted, uploaded, downloaded, posted, licensed and/or distributed -- to prove the legitimacy of said Company's duplication, manufacture, sales, promotions, upload, download, posting, licensing and/or distribution contract to StreetJam &/or Parent Company. Both the Recording Artist(s) and Producer(s) must abide by these terms for (DVD/CD/ and all other media forms – past, present or future) upload, download, posting, mastering, replication, licensing, sales, distribution &/or digital distribution.

12b. NON-DISCLOSURE AND CONFIDENTIALITY TERMS.

The Recording Artist, Entertainer, Producer and Exclusive Sponsor(s) agree that the terms and conditions of this Agreement are confidential and cannot be disclosed to any third party. Power Play Records and/or STREETJAM, the Entertainer will have access to and learn certain information and ideas belonging to Power Play Records and/or STREETJAM, that is proprietary and confidential information. Confidential information as used in this Agreement means but is not limited to any secret or proprietary information relating directly to (the Originator's) Power Play Records and/or STREETJAM's invention, product, business, writings, ideas, production, post-production and creative concepts relating to STREETJAM, and/or it's Parent Companies, web sites, Parent Companies, and/or any licensees, employees, contractors, successors, sponsors, cable, satellite and/or television broadcast network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements that are not known to the public and those which originator intends to capitalize on, (products, target lists, pricing, operational methods, employment & intern records and policies, marketing plans and strategies, sales techniques, product development techniques or plans, methods of manufacture, designs and design projects, specific software, and other business affairs of STREETJAM, it's Parent Companies, web sites, and/or any licensees, employees, contractors, successors, sponsors, cable, satellite and/or television broadcast network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements. In addition, the Entertainer/Recording Artist agrees to keep strictly confidential all information and will not, without Power Play Records and/or STREETJAM TV's express written authorization, use, sell, market or disclose any information to any third party, firm, corporation or association for any purpose. The Entertainer/Recording Artist further agrees not to make any copies of information except upon Power Play Records and/or STREETJAM's written authorization. In the absence of such consent, the Entertainer/Recording Artist will not share any information in theory, practice or hypothetical, casually, negligently, intentionally, willfully or maliciously. The obligations imposed on the Entertainer/Recording Artist shall continue with respect to each unit of the confidential information following termination of the business relationship between the Entertainer/Recording Artist, Power Play Records and/or STREETJAM, and such obligations shall not terminate unless by a written release is forwarded to the Entertainer/Recording Artist that is signed and sealed by an Official Representative and service mark of (Producer or Executive Producer of STREETJAM and/or CEO of Power Play Records, Inc., which states what information has ceased to be confidential.

13. INDEMNIFICATION.

Your indemnification obligations under this Agreement and the Talent Release Agreement include, without limitation, any third party claims arising from, related to or

caused by your User Content, the submission of User Content and/or in any way associated with this Agreement, StreetJam, Parent Company and/or their web sites: firstpowerentertainment.com, StreetJamTV.com, ShopStreetJam.com and/or any other web site owned by or licensed to (or from) StreetJam &/or Parent Company.

14. DISCLAIMERS AND LIMITATION OF LIABILITY.

The User Content Submission Features provided to the Producer and/or internet users are provided "as is" with no warranties of any kind, express or implied and the use of the User Content Submission Features is at the users own risk. The user of the StreetJam and/or Parent Company's website is solely responsible for any transmitted and/or downloaded User Content and for any damages that may occur to the users computer system or loss of data resulting from use of the web site or User Content transmission and/or download features. StreetJam, the Parent Company and their web sites expressly disclaims any and all warranties, including without limitation, warranties concerning access to and/or the availability, accuracy, usefulness and/or security of the web site or any content, material, software, information, data, software capabilities made available to the user or resources, facilities, User Content (products and/or services), and warranties of title, non-infringement, merchantability or fitness for a particular purpose and that the User Content e-commerce, transmission and/or download features are maintained on servers in the United States and are intended for users and that the use of the User Content (e-commerce, transmission and/or download features) are not restricted or prohibited by law or regulation. StreetJam, the Parent Company and their web sites disclaims all liability for any use not specifically authorized or that is in violation of this Agreement or the laws or regulations that may apply to the user in any jurisdiction or country. StreetJam, the Parent Company and their web sites expressly disclaims all liability for any and all damages, whether direct, consequential, special, indirect, exemplary or punitive damages, howsoever arising or caused, whether foreseeable or not, regardless of the form of action or the basis or characterization of the claim, even if advised of the possibility of damages.

The Talent Release Agreement, the "Hair It Is Reality TV Show Participant Agreement," the Hair It Is Reality TV Show Family Member Agreement," (if this is also applicable to you) and the Terms and Conditions incorporating this Agreement are the Agreements between you and StreetJam, it's web sites, Parent Companies, and/or its' licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates relating to StreetJam, the Parent Company and their web sites and the terms and conditions of these Agreements supercede any prior or inconsistent agreements. StreetJam shall have the sole and exclusive right to terminate this Agreement with you at any time without notice to you.

15. ADDITIONAL TERMS, CONDITIONS, DUTIES AND SERVICES OF PRODUCER.

Whereas, Company wishes to present the above named Producer's musical (and/or lyrical) performance work, specifically on one or more songs which also feature solo and/or group Recording Artist's on and for StreetJam, Parent Company and their web sites. In addition, the Recording Artist(s) will perform, feature, demonstrate &/or present User Content that may include: Music, Music Downloads, CDs, DVDs, Posters, Clothing, Outerwear, Footwear, Hair Products, Accessories, Jewelry and other Merchandise which will be available to the public (cable television viewers) for Home Shopping Television sales, mobile cell phone sales and e-commerce internet sales on STREETJAM, the Parent Company and/or their web sites.

The Producer hereby grants his/her consent and the sole, exclusive right in perpetuity throughout the universe to STREETJAM TV and it's web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates to copyright and/or publish, produce, duplicate, broadcast, release, upload, download, post, sell, license and distribute any audio/video performance, interview, photograph, image, likeness, &/or voice of the Producer in which may be included in whole or in part or composite or

distorted in composite form, in conjunction with Recording Artist's solo and/or group name or reproduction thereof in color or otherwise, made through any media at its studios, or elsewhere for art, advertising, promotions, trade, electronic media and internet usage, mobile cell phone usage or any other lawful purpose whatsoever. The Producer hereby waives any right that he/she may have to inspect and/or approve the finished product or the advertising, broadcast, podcast, mobile cell phone broadcast and/or streamed web site copy that may be used in connection therewith or the use to which it may be applied. The Producer hereby releases, discharges, and agrees to save STREETJAM TV/ its web sites, Parent Companies, licensees, employees, contractors, successors, cable, satellite and television network affiliates, legal representatives, assigns and affiliates harmless from any liability by virtue of any blurring, distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may be produced in the making or taking of said audio/video/photographic pictures, or in any processing tending toward the completion of the finished product. In addition, such audio/ video/ photographic media / recordings are the sole property of StreetJam Records, Power Play Records,, STREETJAM TV and its web sites to view, copy, release, broadcast &/or distribute for use. In addition, each Producer hereby consents and agrees to the following additional terms and conditions:

- (a) StreetJam &/or Company are the perpetual, sole and exclusive owner throughout the universe of all rights (including and without limitation to all media, copyrights, licensing, sales, distribution, ancillary, broadcast and rights of publicity) in and to the Material. Any and all such Material is copyrightable and shall be deemed "works made for hire" specially ordered as part of a motion picture or other audio visual work. To the extent I retain any interest in the Material, I hereby grant and assign to StreetJam and Company all perpetual sole and exclusive rights throughout the universe of any nature in and to all such Material, except that I shall retain ownership of all Material that pre-exists the production of StreetJam and unrelated to StreetJam including without limitation, for example, family, family photos, diaries, etc., ("Personal Materials") and hereby grant to StreetJam and/or Company a worldwide, perpetual, transferable license to use such Personal Materials in any and all media for no additional consideration. These rights include, but are not limited to the rights to use, broadcast, exhibit, sell, distribute, syndicate, advertise, publicize, promote or otherwise exploit the Series StreetJam (including the Material) and all subsidiary, allied, and ancillary rights in or related to the Series (including, without limitation, remake, sequel, television specials, theatrical, television, radio, publishing, merchandising, sound track album, audio/video media, and other similar rights) by any means, for any purpose, by and in any media whether now known or hereafter devised, throughout the universe, in perpetuity, whether as part of StreetJam or otherwise. The rights granted to StreetJam and/or Company also include, but are not limited to, the rights to edit, cut, rearrange, adapt, dub, revise, modify, fictionalize or other wise alter the Material, and I waive the exercise of any "moral rights," "droit moral," and any analogous rights, however denominated, in any jurisdiction of the world, which I have. Furthermore, the rights granted to StreetJam &/or Company include any so-called "rental and lending" or similar rights. For the avoidance of doubt, I shall retain my personal right of publicity and shall have the right to exploit my personal right of publicity so long as such exploitation is: (1) unrelated to StreetJam, and (2) not otherwise in breach of this Agreement. StreetJam, Company and the Network shall have the perpetual and worldwide right to use my name, sobriquet, image, likeness (actual or simulated), photograph, caricature, voice, biographical material and any other indicia of my identity (collectively, my "Likeness") in and in connection with the development, production, exhibition, advertising, publicity, promotion, sales, licensing, distribution, syndication, merchandising and any other exploitation of the User Content &/or StreetJam &/or Company is hereby granted the sole and exclusive rights in perpetuity to, including without limitation in the exercise of all subsidiary, allied and ancillary rights (including, without limitation, remake, sequel, theatrical,

television, radio, publishing, merchandising, soundtrack album and other similar rights), for any purpose, by and in any media whether now known or hereafter devised, throughout the universe, in perpetuity, whether as part of StreetJam, StreetJam Records, the Company or otherwise. StreetJam shall have the perpetual, sole and worldwide right, in perpetuity, to register a domain name in the participant's name and use it forever; as well as the "fictionalization" of a person, including for "a humorous or satirical effect." and shall be the sole owner, in perpetuity and throughout the universe of the copyright and other rights to material and/or User Content the participant may write, produce &/ or embody their performance on while on the show, such as an original song. The participant agrees to not write, speak or comment online anywhere about anything pertaining to StreetJam, Company, the Television Network, Sponsor &/or any Third Party Licensees, even if it has nothing to do with the show. The Participant agrees to also never write a book about their experiences pertaining to The Series, StreetJam, Company, Television Network, Sponsor &/or any Third Party Licensees, even if it has nothing to do with the series, unless given permission to do so in writing that is signed by an Official Corporate Representative (President, Vice President) of StreetJam &/or Company.

- b. I am in good physical, emotional, psychological and mental health and am capable of performing any activities that might be required of StreetJam &/or Company (even though I do not know precisely what those activities may entail), which may involve strenuous physical activities, shocking and frightening events and emotionally difficult scenarios. I am solely responsible for determining whether I am capable of participating in StreetJam, and that while conduct, statements or any other occurrences in connection with the StreetJam &/or Company may otherwise constitute an actionable tort or other claims or causes of action, I have freely consented to such conduct and assume the risks thereof, and that such claims or causes of action are included in those that are released as set forth below. I shall notify Producer prior to participating in StreetJam of any physical, emotional, psychological or mental condition that might affect me or any other people involved in StreetJam. Moreover I shall notify Producer immediately if, at any time, I have any concern about participating in any StreetJam &/or Company activity.
- c. In case of an emergency, I authorize StreetJam &/or Company to arrange for medical assistance to me (i.e., call an ambulance) as StreetJam &/or Company may determine to be necessary. I acknowledge and agree that I may be further injured because of the lack of health care facilities, and may contract HIV or other diseases from contaminated blood supplies in remote hospitals. StreetJam, Company, the Television Network, Sponsor &/or Producer are not obligated to take any action with respect to medical assistance, medical fees, insurance, etc. To the maximum extent permitted by law, I irrevocably release each of the released expenses of any kind (including Attorney's Fees and costs, Insurance claims, fees, costs) arising out of, resulting from, or by reason of StreetJam, the Company, the Television Network, Sponsor &/or Producer's acts or omissions with respect to medical assistance. To the maximum extent permitted by law, I also agree not to sue or institute any other legal proceedings against any of the released parties based on the foregoing. Any injury I may suffer and any treatment I may receive is part of the Material and may be filmed and broadcast, exhibited, and other wise exploited by StreetJam and Network as with all other Material.
- d. To the maximum extent permitted by law, I irrevocably release each of the released parties from any and all claims, actions, damages, liabilities, losses, costs and expenses of any kind (including Attorney's Fees and costs) arising out of, resulting from, or by reason of my participation in connection with StreetJam, the Company, the Television Network, Sponsor &/or Producers and on any legal

or equitable theory whatsoever (collectively, the "Released Claims"). To the maximum extent permitted by law, I also agree not to sue or institute any other legal proceeding against any of the released parties based on any of the released claims hereunder. As used above, the term "Released Parties" shall mean and refer to StreetJam, the Company, the Producer, Production Company, Sponsors, the Network, all television stations and channels, internet networks and websites, cable networks and satellite networks that broadcast or otherwise exhibit the Series, the other participants in the StreetJam Series, all sponsors and advertisers, connected with the Series, all other persons and entities connected with the Series, the respective parents, subsidiaries, affiliates, licensees, distributors, syndicators, successors and assigns of each of the foregoing, each of their respective directors, officers, employees, third party licensees, agents, contractors, partners, shareholders, representatives and members, and each of the respective heirs, next of kin, spouses, guardians, legal representatives, executors, administrators, successors, licensees and assigns.

16. PRODUCER'S PERFORMANCE SHOOT FOR STREETJAM TV.

- a. If called to do so, each Producer will promptly report for performance and/or production shoots for StreetJam Records, Power Play Records, and/or StreetJam TV at the designated times, dates and locations which will be given to them in advance by Company staff. Once assigned to a scheduled date, the Producer should always report to work and bring along the following:

ALL PRODUCERS MUST BRING A TOWEL TO PROTECT CLOTHING FROM MAKE-UP.

FEMALES

Hair Brush
 Comb
 Foundation
 Loose Powder
 Blush
 Lip Gloss
 Mascara
 Eye Shadow
 Nails (Clean/ manicured)
 Blow Dryer
 Curling Wand

MALES

Hair brush or Comb
 Towel or scarf
 Nails (clean)

CHILDREN

Hair Brush
 Comb
 Loose Powder (used to eliminate oily skin)
 Blush (used to add color under harsh lights).
 Nails
 Blush/Pale lip gloss is optional for girls.

- b. The Producer must report to Company and sign in immediately once they reach the designated location and sign-out at the end of the day's shoot or recording session.
- c. The Producer confirms that he/she does not have an affiliation with and is not a member of any Union, Management Company, Casting Agency or Third Party Business or Organization and will not be entitled to receive &/or pay any additional dues, fees, royalties or rights. If the Producer is a member or has an affiliation with any of the above entities, the Producer hereby waives StreetJam TV and Company and StreetJam TV and Company will not be obligated. liable or financially responsible to pay or submit any filings or fees whatsoever to any Union, Management Company, Casting Agency or any Third Party Business or organization affiliated with or on behalf of the above named Producer.
- d. Each Producer is expected to attend all scheduled fittings, production shoots, rehearsals, productions, television shoots, tour / live event rehearsals, fittings, music production, (including pre and post production), recording &/or mix sessions once the Producer has confirmed to attend a scheduled session. Due to Company's limited budget and until further written notice, the Producer WILL NOT be compensated for any fittings, production shoots, rehearsals, productions,

television shoots, tour / live event rehearsals, fittings, music production, (including pre and post production), recording &/or mix sessions.

- e. Once a Producer has confirmed to attend one of the above named sessions, rehearsal or production shoot, they are expected to attend. If a cancellation is absolutely necessary, the Producer must strive to notify Company at least three days before the scheduled date so that Company has ample time to replace the Producer or cancel the session.
- f. Company reserves the right to cancel this Agreement at any time by written notice sent via Certified or Registered Mail to the above named Producer.
- g. The Producer confirms that he/she is over the age of 18. If the above named Producer is under the age of 18, the Parent or Guardian fully understands and agrees to all terms and conditions of this Agreement by signing this Agreement.
- h. The Producer **MUST NOT BRING OR USE A CAMERA, CELL PHONE CAMERA OR VIDEO CAMERA EQUIPMENT** to take pictures, videos or any other form of media while working on the set of StreetJam, StreetJam Records, Power Play Records, or STREETJAM TV.
- i. The Producer must not bring their friends or relatives to the set of StreetJam Records, Power Play Records, or STREETJAM TV while working, unless permission is granted by an Official Corporate Representative of the Company. All visitors or guests must report to, sit and remain in the reception or conference room area or designated guest room area during the entire duration of the Producer's session work.
- j. Also, please note that **ALL CELL PHONES AND ALL RECORDING &/OR DUPLICATION DEVICES MUST BE TURNED OFF** when you, the Producer have entered inside of the Recording Studio or TV Production Set. If you, the Producer must use your Cell Phone to make or receive a phone call or a text message, you must do so in another office or in the reception area **OUTSIDE OF** the Recording Studio &/or Video Production Set. Likewise, if you the Producer have saved or written your Beats, Song Lyrics or File Notes and stored them inside of your cell phone, then you the Producer must write them down **ON PAPER --- BEFORE, IN ADVANCE AND NOT DURING** the scheduled session. In addition, you must upload your music or beats in the presence of a StreetJam TV Producer and remove &/or turn off your Cell Phone, Thumb Drive, Hard Drive, Laptop (or recording / duplication device) immediately thereafter before your scheduled Recording Studio &/or Video Production session begins. Time is money and You are in the Company of tenured Professionals therefore, we expect you to also respect our time and money being invested in You. Therefore, PLEASE BE PROFESSIONAL!

17. STREETJAM TV PRODUCER'S COMPENSATION.

All Producers understand and agree that he/she WILL NOT receive any financial compensation, rights or royalties whatsoever other than the compensation rates that are listed below for audio/video recordings, audio/video/photographic media shoots, broadcasts, recordings or repeat broadcasts of STREETJAM TV and/or it's web sites, podcasts, mobile cell phone broadcasts, internet streams, mail orders, catalogs, and / or any other wholesale/retail or media broadcast which embodies the Producer including without limitation, the Producer's appearance, performance, User Content presented, image, still photographs, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and all derivative

and advances have been paid, deducted and recouped by Company and/or StreetJam TV), at the following rates:

Group Producer Poster (Retail Price)	Producer(s) will receive and equally divide a compensation of:
i. \$19.99	\$6.99
ii. \$24.99	\$8.99
iii. RING TONES, VOICE TONES, POLYPHONIC TONES, MONOPHONIC TONES, WALL PAPERS.	
Ring, Voice, Polyphonic, & Monophonic Tone Retail Price \$2.99	Producer will be compensated: \$1.20 (Producer's Music Only Ringtone) \$.60 (Producer's Music with Vocal Artist(s) Ringtone)
Wall Paper Retail Price \$1.99	Producer will be compensated: \$.99 (Producer's Wall Paper Photo Only) \$.60 (Producers & Recording Artist(s) Group Wall Paper Photo)

As compensation, the Producer will receive the compensation rates written above (after the deduction of all Advances made by or on behalf of Company), of the following retail sales rates listed below for the following downloadable Media that is sold on or by StreetJam TV, it's websites, Parent Companies, licensees, contractors, successors, cable, assigns and affiliates and any other third party licensee or affiliate for all User Content which embody the Producer, including without limitation the Producer's image, still photograph, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and all derivative works, translations, adaptations or variations of the same, regardless of the tangible medium, broadcast medium, format or form or hereinafter developed or discovered, and regardless of where produced, on location or in a studio or elsewhere, in black and white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world: including Ring Tones, Voice Tones, Polyphonic Tones, Monophonic Tones and Wall Papers. Payment for all Media named above shall only be made to the Producer for Media which StreetJam TV and/or it's web sites, Parent Company, Licensees, Contractors, Successors, Cable, Satellite, Internet, Wireless and Television Network Affiliates, Assigns and/or Affiliates have actually sold and received payment from the customer, vendor and/or other third party.

The rate paid to the Producer is stated herein. It includes the retail price and compensation paid to (and to be equally divided between all Producer's embodying their music and/or vocal performance on the media stated above and also includes the compensation to be paid for Ring Tones, Voice Tones, Music Tones, Polyphonic Tones, Monophonic Tones, Wall Papers, Singles, EP, LP and / or any other media (now known and/or any future forms of media). Also, please note that if only one or more Recording Artists' vocal performance is embodied on downloaded media (Ring Tones, Voice Tones, Music Tones, Polyphonic Tones, Monophonic Tones, Wall Papers), with no music, lyrics or vocals written or performed by the Producer(s), then the Producer shall not be entitled to receive any compensation for that downloaded media written on the Schedule A Addendum. Likewise, if only one or more Producer's music or voice performance is embodied on the downloaded media (ring tone, voice tone, music

tone, polyphonic tone, monophonic tone, wall paper), with no lyrics, music or vocals written or performed by the Recording Artist(s), then the Recording Artist(s) shall not be entitled to receive any compensation for that downloaded media written and titled on the Schedule A Addendum. If one or more Producers have embodied their performance on the downloadable media, all Producers agree to equally divide the compensation rates listed for the downloaded media (written and titled on the Schedule A Addendum). If one or more Recording Artists have embodied their music or voice performance on the downloadable media, all Recording Artists agree to equally divide the compensation rates listed for downloaded media (written and titled on the Schedule A Addendum).

d. STREETJAM Television Performance Compensation.

- i. FIRST SEASON.** The Producer will not receive any financial compensation, rights or royalties whatsoever for their appearance, performance and/or User Content which he/she may have presented on StreetJam including for its' media, production, television broadcast, (web site, mobile cell, podcast, streamed internet, repeat broadcasts and/or electronic, broadcast), sales, distribution, syndication, &/or presentation of User Content which embodies the Producer's image, still photograph, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of the same, regardless of the tangible medium, broadcast medium, format or form or hereinafter developed or discovered, and regardless of where produced, on location or in a studio or elsewhere, in black and white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world unless as specified in **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii, iii., 17.d.i., ii., iii., iv., v., and 17., (e., i. through xxvi.), of this Agreement titled, "Compensation" and Section 28. (a. through e.,) of this Agreement titled, "Payment to Producer(s)."** **FIRST SEASON.** Other than that stated above under, "COMPENSATION," the Producer understands and agrees that he/she WILL NOT receive any rights, royalties or financial compensation whatsoever for their appearance, performance, advertising and/or User Content that he/she has presented on StreetJam, its websites &/or advertising commercials for any additional seasons, episodes or repeat episodes of StreetJam and/or it's web sites, mobile cell broadcast, podcast, transmissions, internet streams, repeat broadcast, electronic broadcasts and/or any broadcast episode of or in association with StreetJam Television, it's production shoots, User Content presentation and User Content sales or for any internet, web site, advertising, media and/or broadcast photographs, segments or episodes which embody the Producer's image, still photograph, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of the same, regardless of the tangible medium, broadcast medium, format or form or hereinafter developed or discovered, and regardless of where produced, on location or in a studio or elsewhere, in black and white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world. The Producer will receive Sales payments at the compensation rate listed above in **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii, iii., 17.d.i., ii., iii., iv., v., and 17.e., i., through xxvi.), of this Agreement titled, "Compensation" and Section 28. (a. through e.,) of this Agreement titled, "Payment to Producer(s),"** for Media, Posters, Downloads/Internet Sales, and/or CD/ DVD sales generated from audio / video / photographic media

shoots and/or ANY television broadcast, commercial advertising, web site, mobile cell broadcast, podcast, internet stream, repeat broadcast, mail orders, catalogs and/or any electronic broadcast, third party licensee or affiliate of StreetJam. Payment for all Media, Download/ Internet, Poster and/or CD/ DVD sales will be made to the participating Producer on the 30th of each month for all of the above named sales for which StreetJam has actually sold and received payment from the customer, vendor and/or other third party -- and after all recording, production, manufacturing, shipping and handling costs and Advances have been paid, deducted and recouped by Company and/or StreetJam. For the sake of this Agreement, the term "Advances" shall mean One Hundred percent (100%) of all monies paid by Company or our licensees or assignees on behalf of the Producer for recording costs, media supplies, direct costs, manufacturing costs, Internet and/or Website costs (created on behalf of the Producer(s), shipping fees, music and video costs, video post production costs, tour support, independent promotion, independent marketing or independent publicity for all records, media, products, and User Content paid on behalf of the Producer(s) and/or derived from any of the Masters hereunder shall constitute "Advances" and shall be charged against the Producer(s) and recouped by StreetJam &/or Company from any and all payments, costs and royalties paid on behalf of the Recording Artist and/or Producer.

- ii. **ADDITIONAL SEASONS AND EPISODES.** Producer understands and agrees that he/she WILL NOT receive any financial compensation, rights or royalties whatsoever for his/her appearance, performance, commercial advertisements, and/or User Content presented on the Second Season of StreetJam or for any additional seasons, episodes, commercial advertisements or repeat episodes of StreetJam and it's web site sales other than payments at the compensation rate listed above in **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii, iii., 17.d.i., ii., iii., iv., v., and 17.e., i. through xxvi.), of this Agreement titled, "Compensation" and Section 28. (a. through e.,) of this Agreement titled, "Payment to Producer(s),"** for all media sales and internet downloads which embody the Producer's image, still photograph, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likeness, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of the same, regardless of the tangible medium, broadcast medium, format or form or hereinafter developed or discovered, and regardless of where produced, on location or in a studio or elsewhere, in black and white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world on and/or for STREETJAM and/or it's web sites, advertising, podcasts, mobile cell phone broadcasts, internet streams, repeat broadcasts, mail orders, catalogs, and/or any other media, licensee or third party affiliate. Other than that stated above under, "COMPENSATION," the Producer understands and agrees that he/she WILL NOT receive any other rights, royalties or financial compensation whatsoever for their appearance, performance, commercial advertisements, broadcast, sales, distribution, reproductions, duplications, licensing, internet streams /downloads, syndication and/or User Content that he/she has presented on the Second Season or for any other additional seasons, episodes, commercial advertisements or repeat episodes of StreetJam and/or it's web sites, mobile cell broadcast, podcast, transmissions, internet streams, repeat broadcasts, electronic broadcasts, licensing, sales, distribution, syndication and/or any broadcast episode of or in association with StreetJam (other than from Compensation Rates listed in **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii, iii., 17.d.i., ii., iii., iv., v., and 17.e., i. through xxvi.), of this Agreement titled, "Compensation" and Section 28. (a. through e.,) of this Agreement titled, "Payment to Producer(s),"** for User

Content presentation and User Content sales for any internet, web site, advertising, media and/or broadcast photographs, segments or episodes which embody the Producer's image, still photograph, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likenesses, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of the same, regardless of the tangible medium, broadcast medium, format or form or hereinafter developed or discovered, and regardless of where produced, on location or in a studio or elsewhere, in black and white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world.

- iii. **REPEAT BROADCASTS.** The Producer understands and agrees that he/she WILL NOT receive any financial compensation, rights or royalties whatsoever for ANY original or repeat television broadcasts, commercial advertisements, web site, mobile cell broadcast, podcast, internet, streamed, advertising, media and/or any electronic broadcasts, sales, advertising, distribution and/or syndication of StreetJam Television, it's production shoots, User Content presentation, commercial advertisements, User Content sales and/or any broadcast episode of STREETJAM which embodies the Producer's image, still photograph, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likeness, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of the same, regardless of the tangible medium, broadcast medium, format or form or hereinafter developed or discovered, and regardless of where produced, on location or in a studio or elsewhere, in black and white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world.
- iv. **STREETJAM TV PAYMENT SCHEDULE.** Payment for all merchandise sales from any and all episodes, repeat broadcasts, commercial advertisements of StreetJam will be made to all participating Producers on the 30th of each month for which StreetJam has actually sold and received payment from the customer, vendor and/or other third party and -- after all recording, production, manufacturing, shipping and handling costs and Advances have been paid, deducted and recouped by StreetJam &/or Company. For the sake of this Agreement, the term "Advances" shall mean One Hundred percent (100%) of all monies paid by StreetJam &/or Company or our licensees or assignees on behalf of the Producer for recording costs, media supplies, direct costs, manufacturing costs, Internet and/or Website costs (created on behalf of the Producer(s), shipping fees, music and video costs, video post production costs, tour support, independent promotion, independent marketing or independent publicity for all records, media, products, and User Content paid on behalf of the Producer(s) and/or derived from any of the Masters hereunder shall constitute "Advances" and shall be charged against the Producer(s) and recouped by StreetJam &/or Company from any and all payments, costs and royalties paid on behalf of the Producer.
- v. **ANCILLARY RIGHTS AND ROYALTIES.** StreetJam is granted the sole rights and royalties in perpetuity throughout the universe to secure advertising, endorsement, ancillary and sponsorship financial opportunities throughout the term of this Agreement. StreetJam will consult with the Producer to ensure there is no conflict between the various advertising, endorsement, ancillary and sponsorship opportunities. StreetJam shall own, represent, administer and

negotiate throughout the Territory in regards to all Ancillary Rights &/or offers. In doing so, StreetJam is hereby granted One Hundred Percent of all Ancillary Rights and Royalties in regards to the Producer and StreetJam shall pay to the Producer (10%) Ten Percent of (100%) One Hundred Percent (Net Sales) of any and all Advertising, Endorsement, Sponsorship and Ancillary Royalty monies that are paid to and actually received by StreetJam after the deduction of any Advances &/or payments to any Third Party Company or Licensee. Ancillary rights and royalties are defined as and shall include all merchandising, movie, television, book, recordings, touring, concert recordings, internet &/or website fan based sales, public appearances, Brand Sponsor or Brand Spokesperson, Endorsements, (ancillary streams of income).

e. STREETJAM TV RECORDING ARTIST & PRODUCER PAYMENT SCHEDULE #2 AGREEMENT

- i. This Payment Agreement sets forth the following pricing and payment terms by and between the Recording Act, Producer and StreetJam Records, Power Play Records,, Inc., for STREETJAM TV after the deduction of all Advances due to be recouped by Company from the Recording Artist(s) and/or Producer(s). In addition, the Recording Artist(s) and Producer(s) hereby grants to the Company, StreetJam TV and/or it's licensees exclusive sole rights and permission to duplicate, distribute, broadcast, digitally convert, upload, download, advertise, promote, license and sell each poster, photo, wall paper, ringtone, recording (and/or all other forms of media) at the following rates named below.
- ii. Each Recording Artist and Producer fully understands and agrees to comply with the fact that if the Recording Artist embodying his/her vocal performance, poster, photo, wall paper, ringtone, recording (and/or all other media forms) consists of more than one Recording Artist, StreetJam Records, Power Play Records, and StreetJam TV shall administer and equally divide between the Recording Artists a compensation rate of (20%) Twenty Percent of the retail price named below for each poster, photo, wall paper, ringtone, recording and/or all other media forms that have been sold and payment has actually been received by StreetJam Records, Power Play Records, and/or StreetJam TV.
- iii. In addition, if more than one Producer has embodied his/her/their musical performance, poster, photo, wall paper, ringtone, recording on the Recording Artist's (User Content) i.e., their CD and/or all other media forms, StreetJam Records, Power Play Records, and StreetJam TV shall administer and equally divide between the Producers a compensation rate of (20%) Twenty Percent of the retail price named below for each record and/or other media form that has been sold and payment has actually been received by StreetJam Records, Power Play Records, and/or StreetJam TV.

**iv. THE FOLLOWING PAYMENT & COMPENSATION RATES ARE SET FORTH
BELOW FOR THE CURRENT MEDIA FORMS:**

	CD-LP	CD-EP	CD SINGLE	**RINGTONE VOICE, MUSIC, POLYPHONIC &/OR MONOPHONIC TONES	WALLPAPERS
Recording Act* will RECEIVE:	\$2.20	\$1.50	\$.25	See 17.c.	See 17.c.
Producer(s)* will RECEIVE:	\$2.20	\$1.50	\$.25	See 17.c.	See 17.c.
ARTIST & PRODUCER PAYMENT TOTAL:	\$4.40	\$3.00	\$.50		

*STREETJAM TV
Compilation CD: \$13.99*

Compilation DVD: \$19.99*

- (Artist only)

****Please note that Company will be responsible to pay the following fees and costs which shall be recouped from the Retail Price cost: Recording Studio Costs, Mastering Fees, Digital Editing Costs, Digital Conversion Costs, Telephone Operator (Call Center Processing), Website Order Processing, Graphic Artist, CD Duplication, CD Graphics, CD Packaging Materials and Office Administrative Processing Costs for each item sold.**

SALES OF YOUR MUSIC & WORST SALES CASE SCENARIO

StreetJam Television will broadcast in MILLIONS of Homes across the U.S. We will now present an example of a worst case scenario of sales of your Music (LP) on StreetJam Television. If your music were to sell to only (1%) One Percent of 108 Million TV viewers this would equal 1,080,000 CD sales. But we will now present an even worse case sales scenario with your music selling to only 3,500 viewers, 10,500 viewers, 17,000 viewers and 50,000 viewers.

The Solo or Group Musical Act will receive \$2.20 for each CD (LP) that is sold.

* 3,500 - Potential CD Sales	10,500	17,000	50,000
* <u>x 2.20</u> - Your Pay per CD Sold	<u>x 2.20</u>	<u>x 2.20</u>	<u>x 2.20</u>
* \$7,700 - Your Potential Profit -----	\$23,100	\$37,400	\$110,000

SALES OF YOUR POSTERS & WORST SALES CASE SCENARIO

The Band, Group or Solo Musical Act will receive \$2.99 for each Poster that is sold.

* 3,500 - Potential Poster Sales	10,500	17,000	50,000
* <u>x 2.99</u> - Your Pay per Poster Sold	<u>x 2.99</u>	<u>x 2.99</u>	<u>x 2.99</u>
* \$10,465 - Your Potential Profit	\$31,395	\$50,830	\$149,500

This could be your CD Sales Profit from a One Day Broadcast, or from a one week or several weeks broadcast on StreetJam TV and it could be much, much more or in a worst case scenario, even less or none. In addition, you could possibly also make money by generating sales from your Single Songs, Ringtones, Wall Papers, Single Posters, &/or Group Posters (if you're in a band or group). Lastly and most important, your featured broadcast could also lead to your act being signed to an Indie or Major Label Recording Contract for even more money.

PRODUCER'S DOWNLOADED BEATS FOR SALE

RETAIL PRICE:	\$25.00	\$50.00	\$75.00	\$150.00	\$300.00
Producer(s)* will RECEIVE:	\$12.50	\$25.00	\$37.50	\$ 75.00	\$150.00
Company will RECEIVE:	\$12.50	\$25.00	\$37.50	\$ 75.00	\$150.00

- v. *Each Recording Act embodying their performance on the record Compilation CD &/or other Media acknowledge and fully agree to equally divide the compensation rates listed on this Agreement.
- vi. *Each Producer embodying their musical performance on the record Compilation CD &/or other Media acknowledge and fully agree to equally divide the compensation rates listed on this Agreement.
- vii. **The rate paid to the Producer is stated above. It includes the retail price and compensation paid to (and to be equally divided between all Producers embodying their music and/or vocal performance on the media stated above and also includes the compensation to be paid for Ring Tones, Voice Tones, Music Tones, Polyphonic Tones, Monophonic Tones, Wall Papers, Beats, Singles, EP, LP and / or any other media (now known and/or any future forms of media). In addition, if the retail list price is not stated above, the rate to be paid to the Producer will be the compensation rate listed in this Agreement. Also, please note that if only one or more Recording Artist's vocal performance is embodied on downloaded media (Ring Tones, Voice Tones, Music Tones, Polyphonic Tones, Monophonic Tones, Wall Papers), with no music, lyrics or vocals written or performed by the Producer(s), then the Producer shall not be entitled to receive any compensation for that downloaded media written on the Schedule A Addendum. Likewise, if only one or more Producer's music or voice performance is embodied on the downloaded media (ring tone, voice tone, music tone, polyphonic tone, monophonic tone, wall paper), with no lyrics, music or vocals written or performed by the Recording Artist(s), then the Recording Artist(s) shall not be entitled to receive any compensation for that downloaded media written and titled on the Schedule A Addendum. If one or more Recording Artists have embodied their performance on the downloadable media, all Recording Artists agree to equally divide the compensation rate listed for the downloaded media written and titled on the Schedule A Addendum. If one or more Producers have embodied their music or voice performance on the downloadable media, all Producers agree to equally divide the compensation rate listed for downloaded media written and titled on the Schedule A Addendum.
- viii. Producer and Recording Artist(s) hereby solely exclusively licenses and authorizes in perpetuity and throughout the universe StreetJam Records, Power Play Records, and/or StreetJam TV full rights to place, broadcast, sell, upload, download, post, digitize, distribute, &/or license his/her/their music listed on the SCHEDULE A ADDENDUM &/or PRODUCER'S DOWNLOADABLE BEATS LIST on any advertising, promotions, special events and/or special featured segments, in whole or in part, on StreetJam Records, Power Play Records,, STREETJAM TV, and its' web sites and/or any other third party licensee, venue, retail or wholesale outlet or affiliate throughout the universe in perpetuity including but not limited to podcasts, mobile cell and all other present or future media forms without any compensation, rights or royalties whatsoever to be paid

by StreetJam Records, Power Play Records, and/or StreetJam TV to the Recording Artist &/or Producer other than the media compensation rates stated above in Sub-paragraphs **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii, iii., 17.d.i., ii., iii., iv., v., and 17.e., i. through xxvi.), of this Agreement titled, “Compensation” and Section 28. (a. through e.), of this Agreement titled, “Payment to Producer(s).”**

- ix. Producer confirms that he/she/they are the sole owner, author and publisher of all lyrics &/or music created, recorded and sold on and for StreetJam Records, Power Play Records, and StreetJam TV and/or its websites and the Producer will be legally and financially liable from any lawsuits or legal disputes arising from the broadcast, promotions and/or sales of any Product that he/she/they submit to StreetJam Records, Power Play Records, and StreetJam TV that is falsely misrepresented &/or contains samples or intellectual property that has not been legally cleared &/or is not authorized to broadcast, reproduce and/or sell on StreetJam Records, Power Play Records,, STREETJAM TV, its web sites and/or any other present or future form of media (sold by Company, its licensees, assigns or affiliates.
- x. The Producer maintains that as of the above date, they are an UNSIGNED Producer, meaning that they have not signed any type of Agreement with a Record Company, Music Publisher or Music Production Company
- xi. If a third party Music Producer or Production Company not listed on the Schedule A Addendum has produced original music &/or is entitled to rights &/or payments in connection with the songs listed on the Artist's CD and Schedule A Addendum, then Artist &/or Producer fully understand that he/she/they are responsible for any and all payments due to the producer, third party, union or guild (for example, the producer's fee).
- xii. Artist acknowledges and agrees that if a Producer has created and produced the above named original music listed on the Schedule A Addendum, then the Producer is entitled to a portion of the fees generated from the sale of the User Content (Product and Merchandise). In addition, If the Artist is not the Producer for said songs listed on the Schedule A Addendum and embodied on the User Content, then Artist &/or Producer must submit to Company all required forms which must be signed by both the Artist &/or Producer.
- xiii. Artist acknowledges that if any Producer not listed on the Schedule A Addendum is not fully compensated for each form of media that is sold containing his/her musical contribution on the song(s) embodied on the CD and/or other media form listed on the Schedule A Addendum for the Artist or Group named on the Schedule A Addendum, then the Producer will have every right to seek a judgement and legal remedy solely against the Musical Artist(s) only.
- xiv. The Musical Artist(s) and Producer acknowledges that he/she/they are not a member of ASCAP, BMI, AFTRA or any Performing Rights Organization. However, the Producer and Musical Artist(s) agree that if the musical artist &/or Producer is a member of a union, guild, or performing rights organization, all rights, fees and Artist/Producer payments due or to be paid by Company in connection with the sales or broadcast of the above musical artists/producers' product (to any organization, union, guild, etc)., are hereby waived and that StreetJam TV, StreetJam Records, Power Play Records, and/or First Power Entertainment are not and will not be held liable to financially compensate any Union, Guild or Organization, any Publishing, Licensing, Royalty or financial fees whatsoever in connection with the promotions, sales &/or broadcast of their music and song products which are broadcast and sold on StreetJam Records, Power Play Records,, STREETJAM TV and the above named websites.

- xv. StreetJam TV shall have the sole, exclusive right in perpetuity throughout the universe to also assign all of the above rights contained in this Agreement to a third party in regards to the licensing, reproduction, duplication, broadcast, distribution, advertising, promotions and/or sales of all User Content licensed to &/or generated from StreetJam Records, Power Play Records,, STREETJAM TV and/or the above named websites, Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements.
- xvi. Company shall have the sole, perpetual exclusive right throughout the universe to master / replicate / duplicate / manufacture /upload, download / post / digitize / digitally convert / broadcast / distribute / sell / &/or license the featured song tracks listed on the Schedule A Addendum for the purpose of customer sales, promotions, broadcast, licensing, distribution, advertising and/or the inclusion on the STREETJAM Compilation DVD, CD &/or any other media form.
- xvii. Producer acknowledges that he/she will not be entitled to any creative direction in any way whatsoever with the production or broadcast of StreetJam Records, Power Play Records,, STREETJAM TV, it's web sites, Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements and in no event shall the Producer enjoy, interfere or inhibit the business affairs, business decisions, broadcast, distribution, exhibition or exploitation of StreetJam Records, Power Play Records, and/or STREETJAM Television Show and the above named web sites, Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements.
- xviii. Artist(s) and Producer(s) acknowledge that all customer returns and payment deductions made from customer returns and defective merchandise will be deducted in advance from any and all payments due Artist &/or Producer. In addition, a reserve account will be established in the name of the Musical Artist(s) and Producer(s) listed on this agreement, for which STREETJAM TV will withhold (25%) Twenty-five percent of the total monthly sales balance from all sales, which are due to be paid to the Musical Artist(s) and Producer(s).
- xix. All sales payments rendered by STREETJAM TV to the Producer are binding upon the Producer and are not subject by the Producer to any objection by the Producer for any reason unless specific objection, in writing, stating the basis thereof, is given to STREETJAM TV and/or the above named web sites, Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements within (30) Thirty days from the date said home shopping sales payment is rendered, ("time frame"). The Producer shall be barred from maintaining or instituting any suit based thereon unless such suit is commenced within (30) Thirty days after the delivery of such written objection to STREETJAM TV and/or the above named web sites, Parent Companies and/or any licensees, employees, contractors, successors, cable, satellite and/or television network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements. Failure to make specific objection within the "time frame" shall be deemed approval of such statement. You will not have the right to sue or file any lawsuits or legal proceedings whatsoever against StreetJam Records, Power Play Records,,

STREETJAM TV, it's web sites, Parent Companies, and/or any licensees, employees, contractors, successors, sponsors, cable, satellite and/or television broadcast network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements.

- xx. Company shall have the sole, exclusive right throughout the universe to deduct from any and all payments due to the Musical Artist(s) and Producer a sales tax, which is required to be deducted under the applicable provisions or the Maryland Revenue and Taxation code or under any other statute, regulation, treaty or other law.
- xxi. The Producer shall not have the right to audit the books or records of the Company. However, a Certified Public Accountant (CPA), or Financial Planner, may, at your sole expense, upon (60) sixty days written notice to STREETJAM TV, examine and make copies of all sales payments sent to STREETJAM TV and it's websites, in regards to sales of the above named Producer's User Content only. Such audit shall be conducted in a manner so as to not disrupt the company of StreetJam Records, Power Play Records,, STREETJAM TV &/or it's web sites, or Parent Companies and other functions and shall be completed promptly. STREETJAM TV and it's Parent Companies and/or web sites shall have no obligation to permit your Attorney, CPA or Professional Financial Planner to examine any such particular record company and/or home shopping television and website sales payment statements more than once a year. The Company books of StreetJam Records, Power Play Records, and/or STREETJAM TV relating to any particular payment made to the Producer may be examined as aforesaid only during normal business hours, upon (60) sixty days written notice to StreetJam Records, Power Play Records, and STREETJAM TV and within the time frame. These rights granted to the Producer shall constitute the Producers sole and exclusive rights to examine the books and records of StreetJam Records, Power Play Records,, STREETJAM TV and it's websites.
- xxii. The payment formula and rates due to the Recording Artist(s) and Producer(s) are specifically spelled out in **Section 17** of this Agreement and are due to said Recording Artist(s) and Producer(s), for all Singles, EP's, LP's and other Media Forms embodying on both sides thereof sides recorded hereunder, sold by Company (&/or STREETJAM TV) in the United States or by other persons, corporations or firms under leasing or licensing arrangements or agreements with Company, as to which Company actually receives payment. If a manufacturer's suggested retail list price is not utilized or permitted, the generally accepted retail price shall be utilized.
- xxiii. In addition, Company is hereby released from paying any third party union or guild in connection with the titled tracks listed under this Agreement, if it so deems, however, if Company does pay any third parties on behalf of the titled tracks listed under this Agreement, such payments constitute "Advances" and Company will recoup any and all payments it has made on the Recording Artist's &/or Co-Producer's behalf before any payments stemming from Record Company, Television, web site, mobile cell and/or any other media sales from STREETJAM TV of the titled tracks listed are made to the Recording Artist &/or Producer(s).
- xxiv. ADDITIONAL PROVISIONS, BEATS. Producer hereby solely and exclusively licenses and authorizes (in perpetuity and throughout the universe) StreetJam Records, Power Play Records, and/or StreetJam TV to place, digitize, digitally convert, edit, re-mix, broadcast, distribute, upload, download, post his/her/their music listed on the SCHEDULE A ADDENDUM &/or PRODUCER'S

DOWNLOADABLE BEATS LIST on any television, broadcast, internet, advertising, retail, wholesale, website(s), promotions, live events, special events and/or special featured segments, in whole or in part, on StreetJam Records, Power Play Records,, STREETJAM TV, and its' web sites and/or any other third party licensee (wholesale or retail) or affiliate including but not limited to podcasts, mobile cell and all other present or future media forms without any compensation, rights or royalties whatsoever to be paid by StreetJam Records, Power Play Records, and/or StreetJam TV to the Producer other than the media compensation rates stated above in **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii., iii., 17.d.i., ii., iii., iv., v., and 17.e., i. through xxvi.), of this Agreement titled, "Compensation" and Section 28. (a. through e.) of this Agreement titled, "Payment to Producer(s)."**

- xxv. Producer confirms that he/she/they are the sole owner, author and publisher of all lyrics &/or music created, recorded and sold on and for StreetJam Records, Power Play Records,, StreetJam TV and/or it's websites and the Producer will be legally and financially liable from any lawsuits or legal disputes arising from the broadcast, promotions and/or sales of any Product that he/she/they submit to StreetJam Records, Power Play Records, and StreetJam TV that is falsely misrepresented &/or contains samples or intellectual property that has not been legally cleared &/or is not authorized to broadcast, reproduce and/or sell on StreetJam Records, Power Play Records,, STREETJAM TV, it's web sites and/or any other present or future form of media (sold by Company, it's licensees, assigns or affiliates.
- xxvi. Company shall have the sole and exclusive right throughout the universe in perpetuity to master / replicate / duplicate / manufacture license / /upload, download / post / edit / digitally convert / broadcast / distribute / &/or license the featured song tracks listed on the Schedule A Addendum for the purpose of customer sales, licensing, distribution, promotions, advertisement, broadcast, and/or the inclusion on the STREETJAM Compilation DVD, CD &/or any other media form.

18. FIRST RIGHTS OF COMPANY.

- a. The Producer fully understands and agrees that StreetJam TV is hereby granted the sole and exclusive right throughout the territory (universe) to represent and sign the Producer &/or Recording Artist to a Recording, Production, Label Deal, Ancillary, Spec &/or Distribution Agreement with StreetJam Records, Power Play Records, and release the Producer(s) &/or Recording Artist(s) media &/or merchandise for duplication, sales, licensing, marketing, distribution, advertising, promotions, digital conversions, digital edits, digital download and all other business &/or sales purposes that it deems necessary on and for StreetJam Records, Power Play Records, under the terms contained in **Sections 25 through 46** of this Agreement.
- b. The Producer fully understands and and agrees that if a Recording Contract, Production Contract, Label Deal, Spec or Distribution Contract agreement is offered to, signed and/or secured by the Producer &/or Recording Artist or one of his/her/their representatives, the Company, the Producer and/or a representative of the Producer due to the business efforts, record or media release of the Recording Artist(s) records or media, marketing, publicity, promotions, and/or sales generated from STREETJAM TV and/or it's web sites, Parent Company, and/or any licensees, employees, contractors, successors, sponsors, cable, satellite and/or television broadcast network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements, the following rights will automatically apply to StreetJam Records, Power Play Records,, STREETJAM TV and it's Parent Companies:

- c. StreetJam TV and its Parent Companies are granted the sole and exclusive right of first negotiation and first refusal on behalf and representation of the Producer (in regards to any Recording, Production, Label Deal, Ancillary, Spec &/or Distribution Agreement.
- d. If the above named Producer is able to secure a recording contract, production contract, spec, label or distribution deal on behalf of himself and/or any Recording Artist(s), business or third party other than StreetJam Records, Power Play Records,, Inc., / First Power Entertainment Group, then StreetJam Records, Power Play Records, and STREETJAM TV will be entitled to receive a Finder's Fee, in the amount of (15%) Fifteen Percent of (100%) One Hundred Percent, of and from all "Advances" & Recording Budget that he/she has received within (30) Thirty days after the above named Producer has actually secured and signed an Agreement and received payment in regards to such "advances" and "recording budget."
- e. All Producer's acknowledge and understand that StreetJam is the sole owner in perpetuity throughout the universe of StreetJam Records, StreetJam TV, its' websites and media. This control and ownership also includes all of the audio /video / photographic and website media made in connection with StreetJam and the above named websites as well as all rights, copyrights, royalties, production media, post-production media, broadcast, advertising, licensing, duplication and distribution of media and intellectual property. StreetJam, and the above named websites. Parent Company and/or StreetJam TV owns and controls (100%) One Hundred Percent of all rights, copyrights, licenses, administration and royalties throughout the universe, in regards to StreetJam, STREETJAM TV and its' websites. STREETJAM and the above named websites have sole, exclusive authority in perpetuity to license, sell, distribute, upload, download, post, broadcast, advertise, syndicate, repeat broadcast and duplicate intellectual property, media footage and/or any other media of StreetJam, Power Play Records,, STREETJAM TV and/or the above named websites to any television, cable &/or satellite network, business entity, or third party licensee throughout the universe, free of any claims, rights, royalties or compensation whatsoever to be paid to the Producer, except for compensation due to the Producer generated from home shopping &/or website sales only of the Producer's music media (DVDs, CDs, Cassettes &/or any future forms of media &/or any other products authorized by the Producer and listed on this Agreement) generated via televised home shopping sales or website sales made in connection with StreetJam Records, Power Play Records,, STREETJAM TV and the above named websites.

19. PRODUCER DEDUCTIONS AND SANCTIONS. The Producer understands and agrees that sanctions and deductions will be taken out from any and all payment compensations that are due to be made to the Producer because of any Recording, Photo, Video or Production Session that has been scheduled for which the Producer has actually confirmed that he/she/they will attend and Official Staff, Crew &/or Production Staff are in attendance. Please note that no sanctions or deductions will be taken out and an exception will be allowed if the infraction happens once or twice &/or if the Producer of StreetJam &/or a Company Official so deems to excuse him/her. However, if the Producer is excessively late, unprepared or has excessively missed a pre-scheduled and/or confirmed session or shoot or completely misses a confirmed shoot where time is of the essence then one or more of the deductions and/or sanctions named below will take effect. Therefore, please attend any and all sessions that you have confirmed with the StreetJam &/or an Official Company Staff Member because of the fact that all Crew Members &/or Production Staff in attendance are being paid "on the clock" by the Company and time is of the essence. If you, the Entertainer is late or do not attend any session for which you have confirmed to a StreetJam Producer or Official Company Representative to attend (and Official Staff, Crew &/or Production Staff are in attendance), then the following deductions and sanctions will apply:

- i. **MISSED OR LATE VIDEO SHOOT** – The following deductions will apply: The hourly cost of all Camera Crew, Lighting Person, Audio Person, Switcher Operator, Make-up Artist, Hair Stylist, Wardrobe Person, Director and Producer. The minimum cost will be the hourly wage of (2) Two Hours per Staff or Crew Member in attendance (and if kept waiting) not to exceed (4) Four Hours per person.
- ii. **MISSED OR LATE PHOTO SHOOT** - The following deductions will apply: The hourly cost of the Photographer(s), Lighting Person, Audio Person, Make-up Artist, Hair Stylist, Wardrobe Person, Director and Producer. The minimum cost will be the hourly wage of (2) Two Hours per Staff or Crew Member in attendance (and if kept waiting) not to exceed (4) Four Hours per person.
- iii. **MISSED OR LATE RECORDING STUDIO SESSION** - The following deductions will apply: The hourly cost of each Song Writer, Audio Engineer, Music Producer, Beat Producer, Musician, Director and Producer. The minimum cost will be the hourly wage of (2) Two Hours per Staff or Crew Member in attendance (and if kept waiting) not to exceed (4) Four Hours per person.
- iv. **UNAUTHORIZED COPYING OF MEDIA** – StreetJam &/or Company takes the unauthorized recording, copying &/or unauthorized duplication, uploading, downloading, posting &/or distribution of the Entertainer(s) and Producer’s media very seriously and it will be treated as a serious violation against StreetJam &/or the Company and its’ efforts to do business on behalf of StreetJam &/or the Company, the Entertainer(s) and Producer(s). Because of this, the following deductions will apply against the Entertainer, the session Producer &/or the Audio Engineer if he/she or they are caught by an Official StreetJam Producer or Company Official for any unauthorized copying, recording &/or unauthorized duplication, uploading, downloading, posting &/or distribution of the Recording Artist(s) &/or Producer’s media: **A deduction of (100%) One Hundred Percent** will be deducted by Company from any and all payments &/or royalties due to be paid to the Producer. Also, please note that all Cell Phones and all Recording &/or Duplication devices must be turned **OFF** when you, the Producer have entered inside of the Recording Studio &/or Video Production Set. If you, the Producer must use your Cell Phone to make or receive a phone call or a text message, you must do so in another office or in the reception area **OUTSIDE OF** the Recording Studio &/or Video Production Set. Likewise, if you the Producer have written your Script, Files or Song Lyrics and stored them inside of your cell phone, then you the Producer must write them down **ON PAPER --- BEFORE, IN ADVANCE AND NOT DURING** your pre-scheduled Recording Studio &/or Video Production session. If you, the Producer must upload one or more song files into the Company’s computer system, it must be done by &/or in the presence of an Official Representative of StreetJam &/or Company being that the computer system must be password enabled by an Official Representative of StreetJam &/or Company. Time is money and You are in the Company of tenured Professionals therefore, we expect you to also respect our time and PLEASE BE PROFESSIONAL!
- v. **CONFIDENTIALITY AND GAG ORDER** - All publicity in connection with StreetJam is under the sole control of StreetJam, the Network &/or Producer of StreetJam and is subject to the following terms and conditions of publicity and confidentiality:

- (a). Except as otherwise permitted by the Network, I shall not discuss, use or disclose and shall keep in the strictest confidence every aspect of my experience as a participant of StreetJam. I agree to not use or disclose to any participant or any other party at any time (i.e., prior to, during, or after the taping or exhibition of any episode of StreetJam), and shall keep in the strictest confidence, any information including but not limited to any trade secrets, production decisions, upcoming unreleased upcoming series program information, contest information, any actions that take place behind the scenes of the reality show, etc., that I may read, hear or otherwise acquire or learn as a result of my participation in connection with StreetJam (Collectively, the "Confidential Information") unless and until such Confidential Information is specifically disclosed in the broadcast or other exhibition of StreetJam, if ever. The Confidential Information is the exclusive property of StreetJam, the Producer of StreetJam, Company &/ or the Network. I shall not at any time, directly or indirectly, divulge in any manner or use or permit others to use any of the Confidential Information unless expressly permitted by StreetJam, in writing. I understand that I will be held fully liable and legally responsible to pay StreetJam, Company &/or Network (\$5,000,000) Five Million Dollars plus Attorneys' fees and disgorge / forfeit all profits, rights and royalties acquired by &/or owed to me each time I breach or violate the Confidentiality Information Agreement. In addition, I agree to "not defame, disparage or cast in an unfavorable light StreetJam, the Company, the Producer, the Production Company, the Sponsor(s), the Television Series, the Television Network &/or any Television Network entity of StreetJam" to any participant or any other party at any time (i.e., prior to, during, or forever after the taping or exhibition of any episode of StreetJam), (hereinafter referred to as the "Gag Order"). I understand that I will be held fully liable and legally responsible to pay StreetJam, the Company, the Producer &/or Network Five Million U.S. Dollars (\$5,000,000) plus Attorneys' fees and disgorge / forfeit all profits, rights and royalties acquired by &/or owed to me from all profits acquired by &/or owed to me each time I breach or violate the Gag Order Agreement.
- (b). For a period of one (1) year after the Initial Network Television exhibition of the final episode of StreetJam in which I appear, I shall not grant any interviews, nor shall I appear as myself or participate in any way in any other television or radio programming, commercials or advertisements, or in any print media, Internet/on-line services, or any other media outlet, whether now known or hereafter devised, other than on the Network (or any media outlet owned or operated by the Network), without the Network's prior written approval; provided however I may participate in interviews and media appearances solely related to my existing business without the Network's approval provided:
- i. I shall not discuss StreetJam or my participation in StreetJam during any such interviews or appearances (other than incidental, non-derogatory references, i.e., "I was a Musical Guest Star on StreetJam.);

- ii. I shall not elaborate on such statement nor respond to any questions regarding such statement; and
 - iii. I may only make such incidental non-derogatory references AFTER I am depicted in the initial television exhibition of StreetJam or I am publicly announced as a participant by Network; and
 - iv. If such interviews or media appearances are on a national television network, I shall notify the Network at least five (5) business days in advance of any such interviews or media appearances. Notwithstanding the foregoing, the Special Episodes Option as set forth above shall govern any participation by me in any other unscripted programs.
- (c). Except as otherwise required or permitted by the Network, I shall not advertise or promote my participation in StreetJam or receive or generate any monetary advantage from my participation in StreetJam, nor shall I authorize any others to do so without the prior written approval of the Network &/or Producer. I shall consult with StreetJam regarding any and all publicity in connection with my involvement in StreetJam, and I shall not consent to any publicity without the prior written approval of StreetJam, the Network &/or Producer.
- (d) I recognize that a breach by me of this entire Agreement including but not limited to **Sections 19., i., ii., iii., iv titled “Producer Deductions and Sanctions,” and Sections 19. v. (a. through e.) titled, “Confidentiality and Gag Order”** of this Agreement would cause StreetJam and the Network irreparable injury and damage that cannot be reasonably or adequately compensated by damages in an action of law. Therefore, StreetJam and the Network shall be entitled to injunctive and other equitable relief (without posting bond) to prevent or cure any such breach or threatened breach. I also recognize that proof of damages suffered by StreetJam and the Network in the event of any such breach would be extremely costly, difficult and inconvenient. Accordingly, in the event that I breach this Agreement including but not limited to any sections of this paragraph before, during or after the initial exhibition of the final episode of StreetJam, I shall pay StreetJam and the Network the sum of FIVE MILLION U.S. Dollars (\$5,000,000) for each such breach, plus all Attorney’s fees and disgorge / forfeit all profits, rights and royalties acquired by &/or owed to me from all profits acquired by &/or owed to me of any income that I may receive in connection with any such breach, as liquidated damages from such breach. This amount is a reasonable estimate of the amount of damages that StreetJam and the Network are likely to suffer in the event of any such breach before, during &/or after the initial exhibition of StreetJam including the final episode of StreetJam, considering all the circumstances existing as of the date of this Agreement. In the event that I breach any section of this Agreement before, during or after the initial exhibition of the final episode of StreetJam, I shall pay StreetJam and the

Network the sum of FIVE MILLION U.S. Dollars (\$5,000,000) for each such breach, plus all Attorney's fees and disgorge / forfeit all profits, rights and royalties acquired by &/or owed to me from all profits acquired by &/or owed to me of any income that I may receive in connection with any such breach, as liquidated damages. This amount is a reasonable estimate of the amount of damages StreetJam and the Network are likely to suffer in the event of any such breach before, during and/or after the initial exhibition of StreetJam including the final episode of StreetJam, considering all of the circumstances existing as of the date of this Agreement.

- (e) My obligations with respect to confidentiality and publicity as set forth in this paragraph shall continue in perpetuity, or at a minimum, until terminated by StreetJam in writing. In no event shall I have the right to terminate my confidentiality obligations under this Agreement.

20. MEMBERS OF UNIONS OR GUILDS.

Which may include the Producer and/or members of the unit (Producers/Production Company, agree to accept sole responsibility for complying with the rules and regulations and financial payments &/or royalties due to said unions or guilds of which they may be members.

21. ENDORSEMENTS.

The Producer shall not endorse nor render any promotion, publicity or advertising services for any product or service business or retailer other than for the Exclusive Sponsor(s) of StreetJam, Parent Company, StreetJam Records, Power Play Records, and/or STREETJAM TV, during the term of this Agreement, nor grant licenses for the name, likeness, songs and/or broadcast in connection therewith.

22. MISCELLANEOUS.

- a. **ORIGINATOR.** The Originator of STREETJAM TV hereby states to be the originator of the ideas and content discussed, contained and referenced herein. Furthermore, all such concepts have been birthed and nurtured by the Originator.
- b. **THE PRODUCER.** The Producer hereby states to have never before met with and/or discussed with STREETJAM TV (the Originator), the ideas and concepts herein contained and referenced, conceptualized, thought of or acted upon any ideas similar or related to these ideas. Any and all such ideas were introduced by the Originator (STREETJAM TV / FIRST POWER ENTERTAINMENT GROUP), and the Artist(s) give full credit for all ideas and work associated with those ideas and concepts to Originator in regards to STREETJAM TV.
- c. **COMPANY FINANCIAL OBLIGATIONS TO ENTERTAINER. – The Producer** acknowledges and understands that (You), the Producer are not entitled to and you will not receive any other compensation, rights, royalties or other consideration for any User Content or for any use made of your User Content once submitted, from StreetJam, it's websites, Parent Company, Licensees, Employees, contractors, successors, Cable, Satellite, Internet, Wireless and Television Network Affiliates, Legal Representatives, Assigns and/or Affiliates other than what is contained in **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii., iii., 17.d.i., ii., iii., iv., v., and 17.e., (i., through xxvi.), of this Agreement titled "Compensation" and Section 28. (a. through e.) of this Agreement titled, "Payment to Producer(s)."** In addition, StreetJam, it's websites, Parent Company, Licensees, Employees, contractors, successors, Cable, Satellite, Internet, Wireless and Television Network Affiliates, Legal Representatives, Assigns and/or Affiliates shall not be held liable or financially obligated to

compensate the Producer in any way whatsoever, for any other payments, rights, royalties and/or fees for any products, services or goods whatsoever related to the Producer, other than those payments specified in **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii, iii., 17.d.i., ii, iii., iv., v., and 17.e., (i., through xxvi.), of this Agreement titled, “Compensation” and Section 28. (a. through e.) of this Agreement titled, “Payment to Producer(s).”**

d. **ENTERTAINERS RIGHT TO ACCOUNTING INSPECTION.** - The Producer understands that in rendering statements to you, StreetJam will be relying on some statements and accountings rendered to StreetJam by other persons, corporations or firms under leasing or licensing agreements with StreetJam. Accordingly, and notwithstanding anything to the contrary herein, statements rendered to StreetJam by other persons, corporations or firms under leasing or licensing agreements with StreetJam shall be deemed accurate. The Producer shall not have the right to audit the books or records of StreetJam. However, a Certified Public Accountant may, at the Producer's sole expense, upon Thirty Days (30) written notice to StreetJam, examine and make copies of royalty statements sent to StreetJam in connection with the sale of specific products and merchandise only that are listed in **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii, iii., 17.d.i., ii, iii., iv., v., and 17.e., i. through xxvi.), of this Agreement titled, “Compensation” and Section 28. (a. through e.) of this Agreement titled, “Payment to Producer(s),”** of this Agreement hereunder and solely with respect to those portions of such statements specifically pertaining to royalties payable to the Producer (whose name is signed and executed on this Agreement) and that is solely from the sale of specific products and merchandise listed in **Sections 17.a.,i, ii.,iii., 17.b.i., 17.c.i.,ii, iii., 17.d.i., ii, iii., iv., v., and 17.e., i. through xxvi.), of this Agreement titled, “Compensation” and Section 28. (a. through e.) of this Agreement titled, “Payment to Producer(s),”** of this Agreement which embody's the Producer's image, still photograph, writings, spoken statement, music, audio, video, video recordings, audio-visual works and recordings, slides, portraits, animated and/or motion pictures, caricatures, likeness, vocal or other sounds, sound recordings, voices, voice reproductions, computer graphics and visual effects, as well as any accompanying documentation, packaging or other materials, tangible or intangible, and to all derivative works, translations, adaptations or variations of the same, regardless of the tangible medium, broadcast medium, format or form or hereinafter developed or discovered, and regardless of where produced, on location or in a studio or elsewhere, in black and white or in color, alone or in conjunction with other work, characters, real or imaginary, in any part of the world on and/or for STREETJAM and/or it's web sites, advertising, podcasts, mobile cell phone broadcasts, internet streams, television repeat broadcasts, mail orders, catalogs, and/or any other media, licensee or third party affiliate.

e. **OWNERSHIP OF MERCHANDISE.**

All products and merchandise that are modeled and/or presented by StreetJam &/or the Producer for home shopping television sales, contests &/or featured segments on StreetJam and it's web sites are the sole property in perpetuity and throughout the universe of StreetJam &/or it's Sponsors, Licensees, Affiliates.

f. **EXCLUSIVE SCRIPT AND CHARACTER RIGHTS OF STREETJAM.**

The Producer understands and agrees that any and all featured segments, contests, characters, acting skits (comedy &/or drama), and/or personalities that the Producer may portray that have been written, created and presented for broadcast by any Writer, Entertainer or Producer of or for STREETJAM and/or Parent Company are the sole and exclusive property, throughout the universe in perpetuity of STREETJAM, and that all created featured segments, contests, competitions, characters, acting skits and personalities written, created and presented for television broadcast on STREETJAM shall not be re-created,

promoted, performed, re-produced, recorded or presented in any form or media whatsoever throughout the universe by the Entertainer, including in any Live! Event, radio, television, film, VHS, DVD, CD, Cassette &/or any form of media whatsoever (now or in the future), without the express written permission of an Official Representative of First Power Entertainment Group and/or STREETJAM. In addition, STREETJAM / FIRST POWER ENTERTAINMENT GROUP retains the sole and exclusive right in perpetuity to act throughout the universe as the administrator of all exclusive rights in regards to any and all contests, segments, acting skits, writings, characters and personalities presented on STREETJAM including, but not limited to their copyrights, patent and trademark, including but not limited to the right to secure copyrights and copyright renewals in the name of First Power Entertainment Group &/or STREETJAM, and in addition, all rights of control, administration, syndication, publication, printing, performance, reproduction, synchronization, sale, distribution, syndication, exploitation, revision, arrangement, adaptation, translation, use, trademark and patent, mechanical license, assign, and all rights to collect any and all monies accruing or earned without limitation, and enter into agreement with any person or third party entity with respect to the characters, personalities and all other rights contained in this Agreement.

23. ADDITIONAL NON-DISCLOSURE AND CONFIDENTIALITY TERMS.

In addition to **Sections 19., i., ii., ii., iv** titled “**Producer Deductions and Sanctions,**” and **Sections 19. V. (a. through e.)** titled, “**Confidentiality and Gag Order,**” of this Agreement, the Musical Artist(s), Producer and Exclusive Sponsor(s) agree that the terms and conditions of this Agreement are confidential and cannot be disclosed to any third party except as expressly provided herein. In the course of the Producer's engagement by StreetJam Records, Power Play Records, and/or STREETJAM TV, the Producer will have access to and learn certain information and ideas belonging to StreetJam Records, Power Play Records, and/or STREETJAM TV, that is proprietary and confidential information. Confidential information as used in this Agreement means but is not limited to any secret or proprietary information relating directly to (the Originator's) STREETJAM TV's invention, product, business, writings, ideas, production, post-production and creative concepts relating to STREETJAM TV, and/or it's Parent Companies, web sites, Parent Companies, and/or any licensees, employees, contractors, successors, sponsors, cable, satellite and/or television broadcast network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements that are not known to the public and those which originator intends to capitalize on, (products, target lists, pricing, operational methods, employment & intern records and policies, marketing plans and strategies, sales techniques, product development techniques or plans, methods of manufacture, designs and design projects, specific software, and other business affairs of STREETJAM TV, it's Parent Companies, web sites, and/or any licensees, employees, contractors, successors, sponsors, cable, satellite and/or television broadcast network affiliates, legal representatives, assigns and affiliates and any of the Parent Companies of the Affiliates with whom we have made arrangements. In addition, the Producer agrees to keep strictly confidential all information and will not, without STREETJAM TV's express written authorization, use, sell, market or disclose any information to any third party, firm, corporation or association for any purpose. The Producer further agrees not to make any copies of information except upon StreetJam Records, Power Play Records, and STREETJAM TV's written authorization. In the absence of such consent, the Producer will not share any information in theory, practice or hypothetical, casually, negligently, intentionally, willfully or maliciously. The obligations imposed on the Producer shall continue with respect to each unit of the confidential information following termination of the business relationship between the Producer and STREETJAM TV, and such obligations shall not

terminate unless by a written release is forwarded to the Producer that is signed and sealed by an Official Representative and service mark of (Producer or Executive Producer of STREETJAM TV and/or CEO of StreetJam Records, Power Play Records, which states what information has ceased to be confidential. I understand that I will be held fully liable and legally responsible to pay StreetJam, the Company, the Producer &/or Network Five Million U.S. Dollars (\$5,000,000) plus Attorneys' fees and disgorge / forfeit all profits, rights and royalties acquired by &/or owed to me from all profits acquired by &/or owed to me each time I breach or violate the Additional Disclosure and Confidentiality Terms of this Agreement.

24. BOOKING AGENCY AND ADDITIONAL WEBSITE SALES.

a. IN PERSON APPEARANCES.

- STREETJAM TV &/or it's Exclusive Sponsor(s) shall have the right to hold receptions and other events associated with the Exclusive Sponsor(s), StreetJam Records, Power Play Records, and STREETJAM TV show, for the purpose of entertaining clients, retailers, contest winners, etc. Producer shall have the obligation to participate in these receptions and events. Producer warrants and represents that they have the right and authority to enter into this Agreement and their performance hereunder shall not conflict with the rights granted by any other party. Producer and their Leader, Manager and/or Representative agree to be jointly and severally liable for the performance of their obligations under this Agreement. In regards to the above mentioned receptions and other events associated with the Exclusive Sponsor(s), StreetJam Records, Power Play Records, &/or STREETJAM TV. The Producer hereby agrees that StreetJam Records, Power Play Records,, STREETJAM TV &/or the Exclusive Sponsor(s) are liable for all hotel, transportation and food costs, only if said engagements are outside of the Washington, D.C., Maryland &/or Virginia areas. In addition, all Producers will be given an expense budget, (via a written agreement which must be signed by all of the Producers and/or the Leader, Manager or Representative), for which they must be obligated to abide by. In addition, the Producer &/or the Leader, Manager or Representative will be held financially responsible for any other costs or expenses incurred by the Producer &/or the Leader, Manager or Representative which exceed (or are not listed to be financially covered) in the expense budget.
- b. Company will also seek to promote all Producers signed to this Agreement who contribute their musical performance on Musical Artists' titled tracks (who participate as a performer on STREETJAM TV), for various in person promotional booking engagements across the country. If a Producer is booked by StreetJam TV, it's Parent Company or a third party licensee or affiliate for any In-Person Appearances, the Producer agrees that StreetJam TV and/or it's Parent Companies will act as a Booking Agent, and will assume no responsibility as between the employer and the Producer.
- c. The Producer has the option to either accept or decline the offer.
- d. If the Producer accepts the offer, the Producer agrees and is severally obligated to appear and/or perform at the contracted venue noted and signed by the Producer on a completed BOOKING AGREEMENT.
- e. All Producers are required to sign a Booking Agreement for all appearances, performances and Venues booked by Booking Agent, StreetJam Records, Power Play Records, and/or StreetJam TV.
- f. A default damage deposit in the amount specified in the Booking Agreement will be retained by the Booking Agent in the event of default or damages incurred by the Producer. The default damage fee will immediately be returned to the Producer within (10) ten days after the Booking Agent has obtained a signed and written release of the Employer/Venue Owner, stating that no default or damages were incurred by the

Producer. The Booking Agent will seek to secure the written release from the Venue Owner within (48) forty-eight hours after the Producer services and performance have been rendered. The Producer jointly and severally agrees to pay the Booking Agent a booking fee commission of (20%) Twenty Percent of (100%) One Hundred Percent of the fee that is negotiated by StreetJam TV, it's Parent Company or a third party licensee or affiliate. In addition, the booking commission fee is payable in advance and is due to the Booking Agent in advance of the performance.

- g. The Producer jointly and severally agrees to book all return performances from the undersigned Employer (Venue Owner), for a period of three years (from the date on this Agreement), exclusively through the Booking Agent only, for the same percentage stated in Section **24.f.** of this Agreement. In essence, if the Leader or Key Personnel of this Producer is rebooked into this or any other establishment owned or represented by the Venue Owner, (including chain buyers or music &/or entertainment), within (36) Thirty-six months from the termination of this Agreement, the Venue Owner and the Producer shall be jointly responsible and severally liable for payment to the Booking Agent for the Booking Agent's commission in the rate set forth in Section **24.f.** of this Agreement.
- h. The Producer and personnel should refrain from eating or drinking on the premises of all private parties unless invited to do so by the Venue Owner. No guest of the Producer are permitted without the consent of the Venue Owner.
- i. In addition to the above stated twenty percent Booking Fee that is due to the Booking Agent, the above named Producer and/or their Leader, Manager or Representative agrees and guarantees to pay the Booking Agent any balances due from expenses incurred by the Producer and/or their Leader, Manager or Representative, for any additional personal services, contract fees and telephone expenses rendered and incurred in this transaction. This fee is due and payable immediately, except where the Booking Agent has already retained a commission from the deposit already paid by the Venue Owner.
- j. The Agreement of the Producer to perform is subject to proven detention by sickness, accident, riot, strikes, epidemics, acts of GOD, or any other legitimate conditions beyond their control. If the Producer is unable to perform, AGENT will take responsible measures to provide a suitable alternate Artist or Producer.

25. PRODUCER'S PRODUCTION & RECORDING AGREEMENT WITH STREETJAM, STREETJAM RECORDS, POWER PLAY RECORDS.

This Section, **(25. through 38.)** pertains to all Recordings, DVDs, CD, Blu-Ray Discs and all other forms of media that are embodying the Producer's film, video, visual, music &/or vocal performance that are not sold on StreetJam TV, but are released and sold on the StreetJam Record Label (and/or its' Licensees) for retail sales in stores, online and in all other outlets and markets outside of StreetJam TV.

GRANT OF RIGHTS.

- a. Under this Agreement, the Producer is hereby signing an exclusive Production Recording Agreement with StreetJam Records &/or its' licensee (StreetJam Records, Power Play Records,, Inc)., as a Co-Producer to embody his/her/their film, video, visual, music and/or vocal performance on Master Recordings for the purpose of reproduction, distribution, promotions and sales on the StreetJam Records label (and/or its' Licensees). In doing so, StreetJam is granted the exclusive right of negotiations, refusal and representation on behalf of the Producer with respect to signing the above named Producer under a recording contract, production agreement, spec &/or distribution agreement with StreetJam

Records, StreetJam Records, Power Play Records,, Inc., and/or any other Company

- b. If the above named Producer is able to secure a recording contract, production contract, spec, label or distribution deal on behalf of himself and is given the right to enter into such an Agreement by StreetJam, then in addition to all other rights, royalties and terms of this Agreement, STREETJAM TV will be entitled to receive a Finder's Fee, in the amount of (15%) Fifteen Percent of (100%) One Hundred Percent, from any and all Royalty, "Advances" & Recording Budget that the Producer has received within (10) Ten days after the above named Producer has secured and signed an Agreement and has actually received payment in regards to such royalties, "advances" and "recording budget."
- c. It is understood that Company, Recording Artist(s) and the contracted Co-Producers will jointly work together for the purpose of music production and song creation (hereinafter called "titled tracks") for release on the StreetJam Record Label, StreetJam Records, Power Play Records, &/or a Third Party Licensee for the purpose of having the Producer embody his/her musical song performance (and the Recording Artist(s) embody his/her/their vocal performance) on said titled tracks for which Company shall record, mix, master, copyright, release, digitally edit, digitally convert, upload, download, post, distribute, license, advertise and/or sell the titled tracks in the form of records and other media. For the purpose of this Agreement, "records" and/or "phonograph records" shall mean CDs, DVDs, laser discs, cassette tapes, vinyl records, internet (single song, EP and/or LP) digital downloads, ring tones, polyphonic tones, monophonic tones, music tones, voice tones, MP3 files, WAV files, AIFF files and/or any other form of media (past, present or future). In addition, StreetJam will seek to secure one or more of the following:
 - i. Release the Producer and Recording Artist's media on the StreetJam Records, Power Play Records, &/or Third Party Licensee's label, and/or;
 - ii. Secure a Recording, Production, Demo, Distribution &/or Label Deal Contract on behalf of the Recording Artist(s); and/or;
 - iii. Secure a Recording, Production, Demo, Distribution &/or Label Deal Contract on behalf of the Producer(s); and/or;
 - iv. Company may choose to release the lyric and music production (titled tracks) as completed songs on the StreetJam &/or Power Play &/or Licensee record or distribution company's label;
 - v. By signing this Agreement, the Producer shall hereby be deemed an exclusive Producer for StreetJam and/or its' Assigns and Licensees, however the Producer is free to produce musical song tracks for any unsigned Recording Artist who has not entered into a Written Agreement with an outside Company, Recording Artist, &/or Business Entity.
- d. Producer(s) will be granted access to and use of Company's Recording Studio (First Power Recording Studio) for the purpose of Co-Production of lyrics &/or music song titled tracks for Company only.
- e. It is hereby understood that if the Company secures a Production, Demo, Album, Label, Spec or any other Contract Agreement on behalf of the Producer or if the Company chooses to release the song productions that are hereby made for StreetJam Television to the public on the StreetJam and/or Third Party Record Label, then by signing this Agreement, the Producer is hereby deemed an

exclusive Producer on &/or for the StreetJam Records label &/or its' Third Party Licensee. The Producer will be granted access to and use of First Power Recording Studio for the purpose of creating musical songs embodying the Recording Artist's lyric &/or vocal performance tracks for Company.

- f. Company is granted the right to use the titled tracks to seek to shop and secure a Recording, Production, Demo, Distribution or Label Deal contract on behalf of the Recording Artist, Producer and/or Company.
- g. It is hereby understood that if a Recording Agreement, Production, Demo, Distribution or Label Deal is secured by the Producer, StreetJam &/or any of the above parties on behalf of any Recording Artist(s), then Company shall have exclusive right to represent the Producer as well as authorize, negotiate, finalize, license, and also administer all rights, payments, royalties according to the terms and conditions of this Agreement and also any other Agreement or Contract that is signed by Producer. Company also has the right to decline any Contract or Agreement if it so deems it not be to the advantage of the Company, the Recording Artist &/or the Producer. In addition, if a Recording Agreement, Production, Demo, Distribution or Label Deal is secured, the Producer understands and fully agrees to comply to all the terms of this Agreement as well as to perform, create, record and embody his/her best musical, video, audio &/or vocal performance and deliver exclusively to Company in a technically satisfactory manner, a minimum of (2) Two LPs per year for a period of (5) Five years, according to all of the terms and conditions of this Agreement. For the purpose of this Agreement, an LP is a record that contains 12 or more titled tracks which embodies the Recording Artist's vocal performance and/or the Producer's musical performance that is (or will be) mixed with music to create a song. In addition, for the purpose of this Agreement, an EP is a record that contains 5 to 7 titled tracks which embodies the Recording Artist's vocal performance and/or the Producer's musical performance that is (or will be) mixed with music to create a song.
- h. The Producer shall not at any time manufacture, duplicate, promote, upload, download, post, share a copy of, distribute, sell, authorize or permit the manufacture, duplication, upload, download, post, distribution or sale in the Territory by any person other than Company of Phonograph Records embodying:
 - i. Any performance rendered in any manner by Artist and/or Producer during the term, or:
 - ii. Any performance rendered in any manner after the term of a Selection recorded &/or delivered hereunder if such performance is rendered prior to the Restriction Date applicable thereto.
- i. Company may take such action as they deem necessary, in Artist's name, Producer's name and/or in our own name, to enforce or protect our rights under this Agreement, including, without limitation, taking action against any person who sells or imports records embodying Masters in the Territory in violation of our exclusive rights hereunder or who otherwise uses the performances, name, photograph, likeness, other identification, voice &/or sound effects of Artist or Producer in violation of our rights under this Agreement. Producer shall cooperate fully with Company in any controversy or litigation that may arise with a third party relating to our rights under this Agreement.
- j. Producer grants to company, the sole and exclusive right to act throughout the universe in perpetuity (including during a period co-extensive with the term of the copyright, including all extensions and renewals), as the exclusive administrator

of all rights in and to the compositions, and such grant shall include, but not be limited to, the following sole and exclusive rights:

- k. The right to secure copyright registration and renewal copyright registration in the name of Company under any law now in effect or hereafter enacted;
- l. All rights of control, publication, printing, performance, mechanical or other reproduction, synchronization, sale, distribution, exploitation, revision, arrangement, adaptation, translation, use and disposition, now and hereafter known;
- m. All rights to license, assign, and enter into agreement to or with any person or entity, including but not limited to, affiliates of Company, with respect to all or part of the rights contained in this paragraph.
- n. All rights to collect any and all monies accruing or earned therefrom irrespective of when paid including, without limitation, any and all monies due for any period or periods prior to the date hereof but not yet paid; and
- o. Such other rights as are granted by the United States Copyright Law now in effect or hereinafter enacted.
- p. Producer forfeits any and all rights and shall not at any time own, manufacture, duplicate, promote, sell, upload, download, post, share a copy of, distribute, sell, authorize or permit the manufacture, duplication, post, upload, download, distribution or sale in the Territory by any person other than StreetJam of Phonograph Records embodying musical compositions listed on Schedule A Addendum for the purpose of opinions, promotions, publicity, sales or for any purpose. Said rights are the under the sole written authority and jurisdiction of Company.
- q. Company may exercise any other right it deems necessary or desirable in connection with the administration, exploitation, or protection of the compositions.
- r. Company shall pay to Producer the following terms below for the song compositions titled track(s) embodying the Producer's musical and/or vocal performance and production that has been made by the Co-Producer(s) for the musical titled tracks featuring Recording Artist(s) and/or song compositions that are listed on the Schedule A Addendum of this Agreement remaining after deduction of:
 - (i). Any and all monies and/or royalties payable by Company to any person, firm or corporation in connection with the compositions;
 - (ii). A sum equal to all direct costs; and
 - (iii). Any and all outstanding recording and music video costs and Advances arising out of the production, manufacturing, marketing &/or promotions of the sound recordings embodying the musical composition(s) hereunder for Company pursuant to this Agreement.
- s. Artist, Company and Co-Producer shall share equally all costs and expenses, damages, losses and attorney's fees incurred in protecting said musical compositions, with respect both to responding to claims of infringement brought as to said composition and as to bringing suit against any infringer of said composition.

- t. The Producer(s) shall be paid and if there is more than (1) One Producer, the Producers will equally divide (12.5%) Twelve and One Half Percent of (100%) One Hundred Percent of the Publishing royalties after all Publishing Royalties have been paid by Company to Company, the Recording Artist's Major or Independent Record Label &/or it's Distributor, licensees, assignees or other persons, corporations or firms under leasing, publishing or licensing arrangements or Agreements with StreetJam, the Company &/or the Producer or Recording Artist.

26. TERM.

- a. The term of all sub-paragraphs listed under the portions of this Agreement titled, "PRODUCER'S PRODUCTION & RECORDING AGREEMENT WITH STREETJAM, STREETJAM RECORDS, POWER PLAY RECORDS," (Sub-Paragraphs 25. through 46.) shall consist of an Initial Period which shall commence as of the date hereof and continue until the later of:
- (i.) Twelve (12) months after the date of the commencement of the Initial Period and;
 - (ii) The date of twelve (12) months after your delivery to StreetJam &/or Company of the music song tracks to be delivered during the Initial Period in satisfaction of your Recording Commitment. Producer hereby grants to StreetJam up to five (5) options. Each such option shall be a separate, consecutive and irrevocable option to renew the Term of the Contract on the terms and conditions hereof. Each Option Period shall commence consecutively upon the expiration of the immediately preceding Contract Period and shall expire the later of:
 - (iii) Twelve months (12) after your delivery to StreetJam &/or Company of the music song tracks to be delivered and completed recording of vocals by assigned Recording Artist(s) during such Option Period in satisfaction of your Recording Commitment. Each option shall be automatically exercised, unless StreetJam &/or Company notifies you by written notice at any time prior to the date of expiration of the then-current Contract Period that StreetJam &/or Company does not wish to exercise such option in which event the Term shall expire at the expiration of such Contract Period. Time is of the essence in your delivery to StreetJam &/or Company of the Music Song Track Masters.
- b. The completed Music Song Track Recording Commitment during each Contract Period that the Producer shall create, write, produce/co-produce, record and deliver his/her song tracks to StreetJam &/or Company for assign to a Recording Artist or Group is a minimum of (2) Two Song Track Masters each week per assigned Recording Artist / Recording Act (during each Recording Commitment year). Each Song Track Master will be assigned to the appropriate Recording Artists by choice of the Recording Artist(s) and/or an Official Representative of StreetJam Records, Power Play Records. In addition, all songs created by the Co-Producer shall be delivered to StreetJam &/or Company in satisfaction of the Recording Commitment which is a minimum of (2) Two Songs per week per assigned Recording Artist / Recording Act; for each year.
- c. The Producer shall deliver to StreetJam &/or Company, a minimum of (2) Two quality musical song track masters each week (per assigned Recording Act) after the execution of this Agreement hereof for the term of this Agreement. Each song track is to be delivered to StreetJam &/or Company in satisfaction of your

Recording Commitment after delivery of the immediately preceding song tracks delivered hereunder. Time is of the essence in your delivery to StreetJam &/or Company of the Masters.

- d. StreetJam &/or Company shall designate the Producer(s) of each of the Masters, the Musical Compositions or other selections that shall be embodied in the Masters. Artist shall not commence the recording of Masters unless and not until StreetJam &/or Company has approved and entered into a written and signed Agreement by and between StreetJam, &/or Company, Producer(s) and the Recording Artists.
- e. If a signed Recording Artist would like to request a specific producer or production company, the Artist must submit his/her request in writing to StreetJam &/or Company, after which StreetJam &/or Company will seek to negotiate and enter into a written agreement with said producers/ production company on behalf of the recording artist(s). If a signed Producer would like to request to produce a specific (signed or unsigned) Recording Artist or Group, the Producer must submit his/her request in writing to StreetJam &/or Company, after which StreetJam &/or Company will seek to approve and/or negotiate to enter into a written agreement with said Recording Artist(s) .
- f. If a Producer would like to request (or is requested) to produce musical song tracks for a Recording Artist or Group that is signed by Agreement with another Record Company other than StreetJam Records, Power Play Records,, the Producer hereby gives StreetJam &/or Company all rights of negotiations, and shall receive and administer all payments and fees due to the Producer. In addition, Producer grants to StreetJam &/or Company, the sole and exclusive right to act throughout the world, during a period co-extensive with the term of the copyright, including all extensions and renewals, as the exclusive administrator of all rights in and to the compositions, and such grant shall include, but not be limited to, the following exclusive rights:
 - i. The right to secure copyright registration and renewal copyright registration in the name of StreetJam under any law now in effect or hereafter enacted;
 - ii. All rights of control, publication, printing, performance, mechanical or other reproduction, synchronization, sale, distribution, exploitation, revision, arrangement, adaptation, translation, use and disposition, now and hereafter known;
 - iii. All rights to license, assign, and enter into agreement to or with any person or entity, including but not limited to, affiliates of StreetJam, with respect to all or part of the rights contained in this paragraph.
 - iv. All rights to negotiate any offered Contracts, Licenses and Agreements on the Producer's behalf and collect any and all monies accruing or earned therefrom irrespective of when paid including, without limitation, any and all monies due for any period or periods prior to the date hereof but not yet paid; and
 - v. Such other rights as are granted by the United States Copyright Law now in effect or hereinafter enacted.
 - vi. Producer forfeits any and all rights to to own, sell, manufacture, reproduce or distribute, license, upload, download, post, musical compositions listed on Schedule A Addendum for the purpose of

opinions, promotions, publicity, sales or for any purpose. Said rights are the under the sole written authority and jurisdiction of StreetJam &/or Company.

- vii. Minus any & all publishing royalties owned or assigned to StreetJam and the Recording Artist's contracted Major/Independent Record Company &/or it's Distributor, licensees, assignees or other persons, corporations or firms under leasing, publishing or licensing arrangements or agreements with StreetJam, Company &/or Recording Artist embodying and pertaining to the Producers musical song tracks, the Producer grants to StreetJam &/or Company and StreetJam &/or Company will administer (100%) One Hundred Percent of all Publishing Royalties and Company will solely own One Hundred Percent (100%) of the Publishing Royalties for said song(s) on the Master song tracks (originally named, recorded and/or re-mixed) that are listed on the Schedule A Addendum of this Agreement). Producer and Musical Artist(s) will be paid and shall equally divide (25%) Twenty-five Percent of (100%) One Hundred Percent of the Publishing royalties (meaning the Producer(s) shall be paid and equally divide (12.5%) Twelve and One Half Percent of (100%) One Hundred Percent of the Publishing Royalties and the Recording Artist(s) shall be paid and equally divide (12.5%) Twelve and One Half Percent of (100%) One Hundred Percent of the Publishing Royalties) --- after all Publishing Royalties have been paid by Company to Company, the Recording Artist's Major or Independent Record Label &/or it's Distributor, Licensees, assignees or other persons, corporations or firms under leasing, publishing or licensing arrangements or agreements with the Company &/or the Producer or Recording Artist.
- viii. StreetJam &/or Company may exercise any other right it deems necessary or desirable in connection with the administration, exploitation, or protection of the compositions.

27. ADVANCES.

For the sake of this Agreement, the term "Advances" shall mean One Hundred percent (100%) of all monies paid by StreetJam &/or Company or our licensees or assignees on behalf of the Producer for recording costs, media supplies, direct costs, manufacturing costs, Internet and/or Website costs (created on behalf of the Producer(s)), shipping fees, music and video costs, video post production costs, tour support, independent promotion, independent marketing or independent publicity for all records, media, products, and User Content paid on behalf of the Producer(s) and/or derived from any of the Masters hereunder shall constitute "Advances" and shall be charged against the Producer(s) and recouped by StreetJam &/or Company from any and all payments, costs and royalties paid on behalf of the Recording Artist and/or Producer.

28. PAYMENT TO PRODUCER(S).

- a. The Producer will be entitled to be paid, receive and equally divide a guaranteed advance of no more than (5%) Five Percent of (100%) One Hundred Percent any advance monies paid to and actually received by StreetJam &/or Company, Artist &/or Producer, however, no advance monies will be paid to the Artist or Co-Producers until after StreetJam and/or Company recoup all "Advances" paid on behalf of the Artist &/or Co- Producers. For the purpose of this Agreement, "Advances" shall mean any and all monies that Company has paid or credited on behalf of the Recording Artist &/or Co-Producers, including recording costs, video production, post-production, media supplies, direct costs, manufacturing costs,

Internet and/or Website costs (created on behalf of the Producer), shipping fees, music and video costs, tour support, independent promotion, independent marketing and/or independent publicity for records derived from any of the Masters hereunder and any and all costs paid to any third party by StreetJam &/or Company on behalf of the Recording Artist &/or Producer.

- b. StreetJam &/or Company shall own, be paid and entitled to receive One Hundred Percent of all Publishing Rights and Royalties. StreetJam will pay to the Producer(s) and if there is more than (1) One Producer, the Producers shall equally divide (12.5%) Twelve and One Half Percent of (100%) One Hundred Percent of all Publishing royalties that have been paid to and actually received by StreetJam &/or Company in regards to all music titled tracks created by the Producer(s).
- c. In respect of all royalties provided for herein, as and when royalties become payable to StreetJam &/or the Company, after recoupment of advances against royalties and all other costs, StreetJam &/or Company shall pay to the Producer(s) and the Producer(s) shall equally divide the following standard royalty rates as to subsequent sales of records a royalty per song, of:
 - i. Three Per Cent (3%) of One Hundred Per Cent (100%) of the retail list price for all Single records embodying on one or both sides thereof recorded hereunder, sold by StreetJam &/or Company in the United States or by other persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company, as to which StreetJam &/or Company actually receives payment. In addition, the above stated royalty rate shall escalate as follows:

Four Per Cent (.04%) for Singles from Album Two

Four and One Half Percent (4.5%) for Singles from Album Three

Five Per Cent (.05%) for Singles from Albums Four, Five, Six and Seven.
 - ii. One Per Cent (.01%) of One Hundred Per Cent (100%) of the retail list price for all EP / LP records embodying on one or both sides thereof sides recorded hereunder, sold by StreetJam &/or Company in the United States or by other persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company, as to which StreetJam &/or Company actually receives payment. If a manufacturer' s suggested retail list price is not utilized or permitted, the generally accepted retail price shall be utilized. In addition, the above stated royalty rate shall escalate as follows:

One and One-Half Per Cent (1.5%) for Album Two

Two Percent (.02%) for Album Three

Three Per Cent (.03%) for Album Four, Five, Six and Seven.
 - iii. Ten Per Cent (.10%) of One Hundred Per Cent (100%) of the retail list price for all record Single, EP and LP Downloads embodying on one or both sides thereof sides recorded hereunder, sold by StreetJam &/or Company in the United States or by other persons, corporations or firms under leasing or

licensing arrangements or agreements with StreetJam &/or Company, as to which StreetJam &/or Company actually receives payment. If a manufacturer' s suggested retail list price is not utilized or permitted, the generally accepted retail price shall be utilized. In addition, the above stated royalty rate shall escalate as follows:

- iv. Ten Per Cent (10%) of One Hundred Per Cent (100%) of the retail list price for record Ringtones, Voice Tones, Polyphonic Tones, Monophonic Tones, Music Tones, Wall Papers, Screensavers and/or any other form of downloaded media (now known and future forms), embodying on one or both sides thereof sides recorded hereunder, sold by StreetJam &/or Company in the United States or by other persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company, as to which StreetJam &/or Company actually receives payment. If a manufacturer' s suggested retail list price is not utilized or permitted, the generally accepted retail price shall be utilized. In addition, the above stated royalty rate shall escalate as follows:
- v. StreetJam &/or Company shall compute royalties payable to Producer thereunder on or before September 30th for the semi-annual period ending the preceding June 30th and on or before March 31st for the semi-annual period ending the preceding December 31st, together with payment of royalties, if any, earned by Producer hereunder during the semi-annual period for which statement is rendered, less all advances and charges under this Agreement. StreetJam &/or Company shall have the right to retain, as a reserve against charges, credits, or returns Thirty-five Percent of One Hundred Percent of such portions of payable royalties as shall be reasonable in our best business judgement. The Producer shall reimburse StreetJam &/or Company on demand for any overpayments and StreetJam &/or Company may also deduct the amount thereof from any monies payable to you hereunder. Royalties paid by StreetJam &/or Company on Phonograph records subsequently returned shall be deemed overpayments.
- d. All royalty statements, and all other accounts rendered by StreetJam &/or Company to Producer herein shall be binding upon the Producer and not subject to any objection by Producer for any reason unless specific objection, in writing, stating the basis thereof, is given to StreetJam &/or Company within (30) Thirty days from the date said royalty statement is rendered, ("time frame"). Producer shall be barred from maintaining or instituting any suit based thereon unless such suit is commenced within (10) Ten days after the delivery of such written objection to StreetJam &/or Company. Failure to make specific objection within the "time frame," shall be deemed approval of such statement. You will not have the right to file suit against the Recording Artist(s), StreetJam and/or Company for royalties on any media sold during the period a royalty accounting covers, unless you commence the suit in a court of competent jurisdiction within (10) Ten days after Company's receipt of the aforesaid specific written objection.
- e. All advances, payments and royalties due to StreetJam &/or Company, as well as all royalties, payments and deductions due to any and all Producers for music and song production and/or any other recording costs shall constitute "Advances" which shall be recouped from the Recording Artists' payments and royalties.

29. ADDITIONAL STATEMENTS AND ROYALTIES.

- a. No royalties shall be payable in respect of records given away for promotional purposes or sold at below stated wholesale prices to disc jockeys, record reviewers, radio and television stations and networks, music publishers, our employees, you other customary recipients of promotional records or for records sold as scrap, salvage or "cut-outs" or records sold below our cost of manufacturing. If records are shipped subject to a special discount or merchandise plan, the number of such records deemed to have been sold shall be determined by reducing the number of records shipped by the percentage of such discount granted and if a discount is granted in the form of "free" or "bonus" records, such "free" or "bonus" records shall not be deemed included in the number of records sold.
- b. As to records sold by direct mail operation or through record clubs or similar sales plans, and as to sales by distribution through retail outlets in conjunction with special advertisements on radio or television, and as to sales of tape through licensees embodying performances hereunder, the royalty shall be one-half that provided hereinbefore. Royalties on sales of records on a mid-priced record line (i.e., bearing a suggested retail list price of more than sixty-six and two thirds per cent (66 2/3%) and less than eighty per cent (80%) of the suggested retail list price of top-line records on which recordings of the majority of company's artists are initially released) shall be three quarters (3/4) of the otherwise applicable royalty provided hereinabove, and royalties of sales of records on a budget or low priced record line (i.e. Bearing a suggested retail list price of sixty-six and two-thirds per cent (66 and 2/3%) or less than the suggested retail list price of such top-line records) shall be one-half of such otherwise applicable royalty rate.
- c. All royalty statements, and all other accounts rendered by StreetJam &/or Company to Producer(s) herein shall be binding upon the Producer(s) and not subject to any objection by Producer(s) for any reason unless specific objection, in writing, stating the basis thereof, is given to StreetJam &/or Company within (30) Thirty days from the date said royalty statement is rendered, ("time frame"). Producer(s) shall be barred from maintaining or instituting any suit based thereon unless such suit is commenced within (10) Ten days after the delivery of such written objection to StreetJam &/or Company. Failure to make specific objection within the "time frame," shall be deemed approval of such statement. You will not have the right to file a legal suit against the Recording Artist(s), StreetJam &/or Company for royalties on records sold during the period a royalty accounting covers, unless you commence the suit in a court of competent jurisdiction within (10) Ten days after StreetJam &/or Company's receipt of the aforesaid specific written objection.
- d. The Producer represents that he/she is or will become a member of ASCAP in good standing.
- e. Notwithstanding any of the foregoing, no royalty shall be payable to the Producer hereunder unless and until all recording costs incurred with respect to the master recordings embodied on the LP (including the masters) have been recouped by StreetJam &/or the Company from "net royalties" earned in respect of the master recordings (including the masters), embodied in the LP. As used herein, the term "net royalties" shall mean, with respect to the masters and any particular use thereof, the royalty payable to other producers or mixers rendering services in connection with the master recordings embodied in the LP (including the masters). After recoupment of such recording costs in accordance with the preceding sentence, StreetJam &/or Company shall thereafter credit to your account for payment at the next regular accounting date hereunder, all royalties, if any, earned by the Producer hereunder retroactive to the first such record sold

embodying the masters, subject to recoupment from such royalties of any and all advances paid to you Recording Artist(s) hereunder.

- f. With the exception of minus the Recording Budget and all costs and incidentals in association with the Recording Studio Budget, the making, packaging and production of all finished retail ready products and proper delivery of said mixed, edited and equalized Masters which are to be commercially and technically satisfactory to StreetJam &/or Company and/or it's Major /Independent Record label or licensee, assignee or other persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company that StreetJam &/or Company is legally obligated to in regards to said mixed, edited and equalized commercially and technically satisfactory Masters listed on the Schedule A Addendum, StreetJam &/or the Company will pay to Co-Producers advance monies due after the recoupment of such advances.
- g. Your royalty rate paid for sales of records embodying the masters which are not U.S. LP retail sales shall be a royalty rate of one-half the aforesaid royalties specified in sub-paragraphs **(28. a., b., c., i., ii., iii., iv., and v., 28. d. and e)**, of One Hundred Percent (100%) of the retail list price, for all Singles, EP's and LP's embodying on one or both sides thereof sides recorded hereunder, sold outside the United States by StreetJam &/or Company or by other persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company, as to which StreetJam &/or Company actually receives payment.
- h. StreetJam &/or Company and Producer's royalty rate paid for sales of records embodying the masters which are not U.S. LP retail sales shall be a royalty rate of one-half the aforesaid royalties specified in sub-paragraphs **(28. a., b., c., i., ii., iii., iv., and v., 28. d., and e)**, of One Hundred Percent (100%) of the retail list price, for all singles, EP's and LP's embodying on both sides thereof sides recorded hereunder, sold outside the United States by StreetJam &/or Company or by other persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company, as to which StreetJam &/or Company actually receives payment.
- i. All monies paid to you the Producer or on behalf of any firm, person, or corporation representing you, other than royalties payable under this agreement, shall constitute advances recoupable by StreetJam &/or Company from any royalties payable to you the Producer under this agreement.
- j. StreetJam &/or Company shall have the right to deduct from any amounts payable to you the Producer hereunder such portion thereof as may be required to be deducted under the applicable provisions of the California Revenue and Taxation Code or under any other applicable statute, regulation, treaty or other law, or under any applicable Union or guild Agreement, and you shall promptly execute and deliver to StreetJam &/or Company such forms and other documents as may be required in connection therewith.
- k. In computing the royalties hereunder, StreetJam &/or Company shall have the right to withhold reasonable reserves for record returns and for credits of any nature. Such reserves shall not be greater than (35%) Thirty-five Per Cent of One Hundred Percent of the monies otherwise due to you as royalties in connection with such records, and StreetJam &/or Company agrees to liquidate the reserves within two accounting periods subsequent to the accounting period in which the reserves were originally withheld.
- l. StreetJam &/or Company shall use best efforts to cause any other persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company to pay StreetJam &/or Company, (to which StreetJam

&/or Company shall pay the Producer) on Producer(s) behalf the royalties payable to StreetJam &/or Company and Producer(s) hereunder and to render statements and payments directly to the Producer(s) within (30) Thirty Days &/or at the same times as StreetJam &/or Company renders payments and statements to the Recording Artist. StreetJam &/or Company shall send statements directly to the Producer (s) as to royalties payable hereunder to you within (30) Thirty days after receipt of such statements from persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company.

- m. Producer understands that in rendering statements to you, StreetJam &/or the Company will be relying on statements and accountings rendered to StreetJam &/or Company by other persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company. Accordingly, and not withstanding anything to the contrary contained herein, statements rendered to StreetJam &/or the Company and Producer by other persons, corporations or firms under leasing or licensing arrangements or agreements with StreetJam &/or Company shall be deemed accurate.
- n. Producer shall not have the right to audit the books or records of the StreetJam &/or Company. However, an Attorney, Certified Public Accountant or Professional Financial Planner, may, at your sole expense, upon thirty (30) days written notice to StreetJam &/or Company, examine and make copies of royalty statements sent to StreetJam &/or Company in connection with the sale of media and phonograph records hereunder, but solely with respect to those portions of such statements specifically pertaining to royalties payable to you, the Producer, hereunder. Such audit shall be conducted in a manner so as to not disrupt StreetJam &/or the Company's other functions and shall be completed promptly. StreetJam &/or Company shall have no obligation to permit your Attorney, CPA or Professional Financial Planner to examine any such particular royalty statements no more than once a year. StreetJam &/or Company books relating to any particular royalty statement made to the Producer may be examined as aforesaid only during normal business hours, upon thirty days written notice to StreetJam &/or Company and within the time frame. These rights granted to you shall constitute your (the Producer's sole and exclusive rights to examine StreetJam &/or Company's books and records.
- o. No royalties shall be payable to you in respect of sales of records by any of StreetJam &/or Company's licensees until payment therefore has been received by StreetJam &/or Company or credited to StreetJam &/or Company's account against advances previously received by StreetJam &/or Company. Sales by any such licensees shall be deemed to have occurred in the accounting period during which such licensees shall have rendered to StreetJam &/or Company accounting statements for such sales.
- p. All monies paid to you the Producer or on behalf of any firm, person, or corporation representing you, other than royalties payable under this agreement, shall constitute advances recoupable by StreetJam &/or Company from any royalties payable to you, the Producer under this agreement.

30. REFERENCE TO ALL MASTER RECORDINGS.

- a. All of the Producers' media (including but not limited to all High Definition Video, 3D Video, Digital Files, ADAT, DAT, CD, DVD, Hard Drive, Thumb Drive, MP3 Files, WAV Files, AIFF Files (and all other past, present and future media form) recordings and media, including any and all Master Recordings are the sole property of and are to remain at the offices of StreetJam StreetJam &/or Company, as are any other future form of media which is used for audio / video recording.

- b. The Producer forfeits any and all rights to own, manufacture, copy, reproduce, sell, upload, download, post, email, give away &/or distribute musical compositions titled tracks listed on Schedule A Addendum for the purpose of sales, promotions, posting, upload, download &/or distribution unless given the written authority to do so by a Corporate Official (President/Vice President) of StreetJam &/or Company.
- c. Producer specifically warrants that he/she is the sole author of the lyrical &/or musical compositions listed on Schedule A Addendum, and each such titled track composition work shall be deemed "a work made for hire" that is specifically ordered or commissioned within the meaning of Section 101 of the Copyright Act of 1976. If a court determines it is not a "Work Made for Hire," then the rights are transferred to StreetJam &/or Company.
- d. If the Producer intends to use, in whole or in part, any intellectual property other than intellectual property created by the Producer under this Agreement or owned or controlled by you in its entirety, including, but not limited to samples, compositions, and advertising slogans ("foreign material"), the cost of acquiring the rights to use such foreign materials, including, but not limited to, publishing, master usage, and third party legal costs, will constitute a recording cost and, to the extent any such acquisition costs are derived from publishing income, such costs may also be recouped, deducted, and set off from mechanical royalties or any other royalties by StreetJam &/or Company otherwise payable to you under this agreement. If the Producer intends to use any foreign material, in whole or in part, you will advise StreetJam &/or the Company President and/or Vice President **in writing immediately** in regards to the use thereof to enable StreetJam &/or Company to determine whether or not it chooses to retain the intellectual property in the recording. If StreetJam &/or Company so chooses to retain the intellectual property, it must also immediately inform the Producer so that the applicable rights can be cleared and if so, at what cost, so that StreetJam &/or Company can decide, in our absolute discretion, whether or not to permit you to utilize the foreign material, but in no event less than forty eight hours (48) before such intended use. Without limiting the foregoing, if you fail to so advise StreetJam &/or the Company in writing, the cost of the clearance of the foreign material, attorney's fees and other legal expenses, replacing, re-stickering, editing, recording or re-mixing, will be solely the Producer's costs and responsibility, will constitute a direct debt to StreetJam &/or Company, and will be paid by you, the Producer, promptly (or promptly reimbursed by the Producer to StreetJam &/or Company &/or any Third Party Company, if paid by StreetJam &/or Company). Without limitation of any of the other Producer's StreetJam &/or the Company's rights and remedies (including, without limitation, recovering damages and obtaining indemnification), StreetJam &/or Company may pay such costs and deduct them from any and all monies payable to the Producer under this Agreement or any other Agreement between you, StreetJam &/or Company &/or another person acting on your behalf and StreetJam &/or Company or an affiliate of StreetJam &/or Company. In no event will a master be deemed delivered until such time as all foreign materials have been cleared to the satisfaction of StreetJam &/or Company for use in the masters. StreetJam &/or Company will pay the Producer after delivery of the masters and clearance of any samples contained in said master(s). In the event that permission to use any sampled material contained on the master delivered hereunder is denied, or the cost of obtaining appropriate rights exceeds \$100.00 (One Hundred dollars) and/or any percent of retail sales royalties or publishing income to be derived from the composition, StreetJam &/or Company may, in our sole judgement, decline to clear said Master or otherwise utilize same. In such event, your final payment hereunder shall be reduced by One Hundred Percent (100%) of One Hundred Percent of the advance remaining to be paid. In reference to the above,

if StreetJam &/or Company permits the Artist &/or Co-Producer to use the sampled/intellectual property in the Master song composition, it must do so in writing signed by an Official (President or Vice President) of StreetJam &/or Company and must forward the signed written Letter of Permission to the Producer via Certified or Registered Mail less any unrecorded advances within such (30) Thirty days.

31. COMPANY'S RIGHT TO USE OF LIKENESS.

StreetJam &/or Company shall have the perpetual right throughout the Universe to use, publish, and to permit others to use and publish the name (including any professional name by which Artist &/or Co-Producer is or may become known), likeness and biographical material concerning Artist &/or Co-Producer and the name, (including any professional name by which Artist &/or Co-Producer is or may become known); Of the individual Producer(s) and all others rendering services in connection with the Masters, for advertising and purposes of trade in connection with the promotion and sale of records made hereunder, StreetJam &/or Company may refrain from the foregoing. StreetJam &/or Company's rights with respect to Recording Artist(s) &/or Co-Producer(s) name, likeness, biographical material pursuant to the immediately preceding sentence shall be exclusive during the Term of this Contract and non-exclusive thereafter.

32. GUARANTEE TO PRODUCER/CO-PRODUCERS.

If a Recording Contract, Production, Demo, Distribution &/or Label Deal is secured with another Record Company, business entity, or other persons, corporations or firms (third party) under leasing or licensing arrangements or agreements with StreetJam &/or Company then StreetJam &/or Company will give it's best efforts to secure the following additional terms and conditions on behalf of the Co-Producers for production on future records, EPs &/or LPs:

- a. Production on a minimum of (3) Three songs per Recording Artist's LP and production on a minimum of (1) One song per EP (of the Recording Artist's future EP &/or LPs);
- b. Production on a minimum of (3) Three (LPs) of the Recording Artist(s) future titled tracks.
- c. In addition, and if StreetJam &/or Company so deems, StreetJam &/or Company may, at it's sole decision and discretion, negotiate and release additional productions on a joint sub-label deal with the Co-Producers musical song tracks.

33. MUSICAL COMPOSITION LICENSES.

- a. Producer hereby grants to StreetJam &/or Company, and our designees the irrevocable nonexclusive right to reproduce each Controlled Composition on Phonograph Records and Digital Downloads to sell and distribute those Phonograph Records throughout the Territory.
- b. Mechanical Royalties shall be payable for each Controlled Composition on the percentage of Net Sales of Phonograph Records for which royalties are payable pursuant to paragraph titled, "Royalties" and at the following rates:
 - i. On Phonograph Records sold in the United States, the rate for each Controlled Composition embodied thereon shall be the United States Mechanical Rate. The "United States Mechanical Rate" shall mean an amount equal to seventy-five percent (75%) of the minimum statutory royalty rate (without regard to playing time), provided for in the U.S. Copyright Act which is applicable to the reproduction of musical Compositions as of the date of delivery to StreetJam &/or Company of the first (1st) Master hereunder embodying the Controlled Composition in

question, or, if earlier; as of the date upon which that first (1st) Master was required to be delivered hereunder.

- ii. On Phonograph Records sold in Canada, the rate for each Controlled Composition embodied thereon shall be the Canadian Mechanical Rate. The "Canadian Mechanical Rate" shall mean an amount equal to seventy-five percent (75%) of the Canadian Rate. As used herein the Canadian Rate shall mean:
 - a). If the copyright law of Canada provides for a minimum compulsory rate, the minimum mechanical rate (without regard to playing time) applicable to the use of musical works under the copyright law of Canada as of the date of delivery of the first Master embodying such selection or, if earlier, as of the date upon which that first Master was required to be delivered hereunder;
 - b). If the copyright law of Canada does not provide for a minimum compulsory rate, but the majority of the major record companies (including our Canadian license) and a majority of the major music publishers in Canada (collectively the "Canadian Recording Industry"), have agreed to a mechanical license rate, the rate equal to the minimum license rate (without regard to playing time) agreed to as of the date of delivery of the first Master embodying such selection or, if earlier, as of the date upon which that first Master was required to be delivered hereunder;
 - c). Notwithstanding the foregoing to the contrary, if the copyright law of Canada does not provide for a minimum compulsory license rate, and the Canadian Recording Industry has not agreed to a rate, the rate applicable under this Agreement shall be that which is stated in **(Subparagraph 33. b. ii., a. and b.)**, will be six cents (\$.06) per selection.
- c. Notwithstanding the foregoing:
 - i. The mechanical royalty rate for a Controlled Composition, contained on a Mid Priced Record, Budget Record, Long Play Single, or EP shall be three-fourths (3/4ths) of the United States Mechanical Rate, or the Canadian Mechanical Rate, as applicable; no copyright royalty shall be payable in respect of Controlled Compositions which are arrangements of selections in the public domain, except to the extent allowable under the applicable ASCAP or BMI formula for new or additional material, and then only if you provide StreetJam &/or Company with an appropriate letter from the applicable society; and no mechanical royalties shall be payable on any Phonograph Records for which no royalties are payable pursuant to any provisions stated by StreetJam &/or Company or its assignees &/or licensees with respect to any Musical Composition which is sixty seconds or less in duration. Notwithstanding anything to the contrary contained herein, we shall not be obligated to pay more than one (1) mechanical copyright royalty with respect to the use of any particular Composition on a particular record hereunder.
 - ii. The maximum aggregate mechanical royalty for all Selections including Controlled Compositions, contained on a Phonograph Record for sales in the United States and Canada shall, regardless of the number of Selections contained thereon, be the product of:

- a). The United States Mechanical Rate (or Canadian Mechanical Rate, as applicable and;
- b). Ten for an LP containing one or more discs, tape, Digital Record or New Medium equivalent; Four for an EP, Two for a Single and Two for a Long Play Single. With respect to multiple LPs, the maximum aggregate mechanical royalty rate payable by StreetJam &/or Company and Producer with respect thereto, regardless of the number of selections embodied therein or the playing time thereof, shall be the Maximum Aggregate Multiple LP Rate. As used herein, the "Maximum Aggregate Multiple LP Rate" for a particular multiple LP shall be the maximum aggregate mechanical royalty rate which would be applicable to a single disc LP delivered on the date such multiple LP was manufactured multiplied by a fraction, the numerator of which is the suggested retail list price of such multiple LP in the disc form and the denominator of which is then our prevailing suggested retail list price for single disc albums. If the aggregate mechanical royalty rate applicable to all of the Selections embodied on any Phonograph Record hereunder shall exceed the applicable maximum aggregate royalty rate set forth above for that Phonograph Record, then the aggregate mechanical royalty rate for the Controlled Compositions, if any, contained thereon shall be reduced by an amount equal to such excess. If the aggregate mechanical royalty rate applicable to all Selections embodied on that Phonograph Record shall even as reduced in accordance with the immediately preceding sentence, still exceed the applicable maximum aggregate mechanical royalty rate for the Phonograph Record then Producer may, upon StreetJam &/or Company demand, pay StreetJam &/or Company an amount equal to the additional mechanical royalties payable as a result of that excess and StreetJam &/or Company shall in addition to all of our other rights and remedies, deduct that amount from any monies payable by StreetJam &/or Company hereunder.
- c). StreetJam &/or Company shall account and pay mechanical royalties on Controlled Compositions in accordance with the provisions in subparagraphs **28.c.v., 28.d., 29.b., 29.g., 29h., 29.j., 29.n., 29.o., and 29.p.**, except StreetJam &/or Company shall have the right to retain reasonable reserves and StreetJam &/or Company shall send you statements for those mechanical royalties on or before May 31st for the quarter annual period ending the preceding March 31st, on or before August 31st for the quarter-annual period ending the preceding June 30th, on or before November 30th for the quarter-annual period ending the preceding September 30th, and on or before February 28th for the quarter-annual period ending the preceding December 31st.
- d). The Producer (s) shall cause the issuance to StreetJam &/or Company and it's designees of mechanical licenses to reproduce on Phonograph Records Selections that are not Controlled Compositions and to distribute those Phonograph Records in the United States and Canada. Those mechanical licenses shall be at rates and on terms no less favorable to StreetJam &/or Company and it's designees than those contained in the standard mechanical license issued by The Harry Fox Agency, Inc. or any successor with respect to Phonograph Records

distributed in the United States and by CMRRA or any successor with respect to Phonograph Records distributed in Canada; provided however, in no event shall those rates exceed One Hundred Percent (100%) of the applicable minimum statutory rates. The Producer shall also, upon StreetJam &/or Company request, cause the issuance to StreetJam &/or Company and its designees of mechanical licenses to reproduce Selections on Phonograph Records hereunder and to distribute those Phonograph Records outside the United States and Canada on terms no less favorable to StreetJam &/or Company and its designees than those generally applicable to Phonograph Record manufacturers in each country in question. The obligation to account and pay publishing monies (including without limitation mechanical royalties) on sales of Phonograph Records and other exploitation of Masters outside of the U.S. and/or buy StreetJam &/or Company's licensees shall be that of StreetJam &/or Company's affiliates, assignees or licensees, as the case may be.

- e). If the copyright in any Controlled Composition is owned or controlled by a person, firm or corporation other than Producer, the Producer shall cause that person, firm or corporation to grant StreetJam &/or Company and its designees the same rights as Producer is required to StreetJam &/or Company and its designees pursuant to this paragraph.
- f). Any assignment, license or other agreement made with respect to Controlled Compositions shall be subject to the terms hereof.
- g). Producer grants to StreetJam &/or Company the irrevocable, exclusive right to own, control, sell, administer, print, license, upload, download, post and/or reproduce, at StreetJam &/or Company's election, the title and lyrics to each Selection embodied in a Master on the packaging of Phonograph Records embodying Masters throughout the Territory in perpetuity, without payment to the Producer or any other person, firm or corporation of any monies or other consideration in connection therewith. If StreetJam &/or Company is required to pay monies to any person, firm or corporation for the printing or reproduction of the title or lyrics of any Selection recorded in a Master on the packaging of Phonograph Records embodying Masters, then Producer shall upon StreetJam &/or Company, pay to StreetJam &/or Company an amount equal to those monies paid by StreetJam &/or Company in connection therewith and StreetJam &/or Company may, in addition to all of its other rights or remedies, deduct that amount from any monies payable by StreetJam &/or Company hereunder.
- h). Producer hereby exclusively grants to StreetJam &/or Company the irrevocable right to reproduce each Controlled Composition in Videos (as that term is hereafter defined), to reproduce such Videos, to license and/or distribute them in any manner (including without limitation, publicly and for profit), to manufacture and distribute Home A/V Devices and other copies of them, and to exploit them otherwise, by any method and in any form known now or in the future, throughout the world, and authorize others to do so. Neither StreetJam &/or Company or any of its licensees, will be required to make any payment in

connection with those uses even if StreetJam &/or Company (or our licensees) receive payment in connection with any use of the Videos embodying the Controlled Compositions as aforesaid. In the event that the Producer fails to cause any such music publishing company to issue any such license to StreetJam &/or Company to use any Controlled Composition in Videos as aforesaid, and if StreetJam &/or Company shall thereupon pay any fee to such music publishing company in order to obtain any such license, then StreetJam &/or Company may deduct the amount of such license fee from any monies otherwise payable to the Producer(s) hereunder.

- i. Co-Producers (meaning one or more Producers who have embodied their musical performance on one or more musical song tracks) shall equally divide all payments and royalties due to Co-Producers including any and mechanical royalty payments paid by StreetJam &/or Company.

34. MUSIC VIDEOS.

- a. In the event that StreetJam &/or Company asks the Producer and/or Recording Artist(s) to perform for the purpose of being filmed (on any medium known or unknown) for promotional, commercial and other purposes in connection with the exploitation of Masters (hereinafter referred to as "Video"), the Producer agrees to so perform. StreetJam &/or Company shall have all of the same rights with respect to each Video as are otherwise applicable hereto with respect to the Masters made hereunder, including without limitation, the right to use and publish your name and likeness in each Video for advertising and purposes of trade and the sole ownership of all rights in each Video in the Territory. The concept or script of each Video shall be approved by StreetJam &/or Company.
- b. StreetJam &/or Company shall engage the Video Producer, Director and other production personnel for each Video. StreetJam &/or Company shall pay One Hundred Percent (100%) of the production costs of each Video in an amount not in excess of a budget to be established in advance by StreetJam &/or Company ("the Production Budget"). The costs incurred by StreetJam &/or Company in connection with the production of each Video up to the Production Budget shall be recoupable by StreetJam &/or Company from Producer Seventy Five Percent (75%) of all royalties payable to the Producer(s) which are derived from the sale of the Masters and Seventy Five Percent (75%) of all costs incurred by StreetJam &/or StreetJam &/or Company in connection with the production of each Video shall be recoupable by StreetJam &/or Company from any and all royalties payable to you from the exploitation of Videos &/or record royalties hereunder. You shall be responsible for and shall promptly pay the production costs for each Video which are in excess of the Production Budget to the extent such excess costs are not paid by the Video Producer and/or Director of such Video. In the event that StreetJam &/or Company shall pay any production costs for which you are responsible pursuant to the foregoing (which we are in no way obligated to do), Producer shall promptly reimburse StreetJam &/or Company for such excess upon demand and without limiting our other rights and remedies, we may deduct an amount equal to such excess from any monies otherwise payable to you hereunder.
- c. StreetJam &/or Company shall have the exclusive right to control, own, sell, administer, print, upload, download, post, distribute, license, reproduce, use and allow others to use each Video for advertising and promotional purposes with no payment to you. StreetJam &/or Company shall also have the exclusive right to use and allow others to use the videos for commercial purposes. As used in this subparagraph, "Commercial Purposes" shall mean any use for which Company

shall receive monetary consideration in excess of an incidental fee as a reasonable amount as reimbursement for our administrative costs and the actual costs incurred by us for advances made in regards on your behalf to tape, stock, manufacturing, production, post-production and/or duplication and shipping of the Video. Compensation derived from such commercial exploitation and due you hereunder shall be credited to your account as provided in **Clause 35. (Video Royalties)**.

35. VIDEO ROYALTIES.

Minus the exception for all LIVE! Event video performances for STREETJAM TV, as mentioned in (sub-paragraphs **17.**, and **17.a. through 17. e. xxxv.**), of this Agreement, StreetJam &/or Company shall pay Producer a royalty with respect to the exploitation for commercial purposes of Videos as follows:

- a. With respect to all income producing exploitation of Videos for "Commercial Purposes" (as defined in paragraph **34.b.**) by StreetJam &/or Company, or our licensees (other than the uses specified in paragraphs **35. b., c., d.**), hereinbelow, a royalty equal to Twenty Percent (20%) of One Hundred Percent of the Adjusted Gross Video Receipts. "Adjusted Gross Video Receipts" shall mean One Hundred Percent of monies actually received by Company (or credited to our account) in the United States from the such exploitation of Videos in the Territory less the following deductions in the following order:
 - i. Twenty-five percent thereof as a distribution fee;
 - ii. All out of pocket distribution expenses actually paid or incurred by StreetJam &/or Company other than our general overhead expenses;
 - i. All advances paid or incurred by StreetJam &/or Company in connection with the production, post production, duplication and/or exploitation of Videos.
 - iv. Any and all payments required to be made to third parties, including without limitation, to unions or guilds or to publishers of non-Controlled Compositions (but expressly excluding any "Royalty Participant" as that term is hereunder defined) in connection with the production &/or exploitation of Videos;
 - v. All sales, gross receipts, foreign withholding excise use, value added, personal, property or similar taxes paid or incurred by StreetJam &/or Company with respect to the production or exploitation of Videos.
- b. In the event that StreetJam &/or Company &/or its licensees or assignees manufacture and distribute in the United States audiovisual devices intended primarily for home consumer use ("Home A/V Devices") embodying one or more Videos, alone or together with one or more audio-only recordings, then StreetJam &/or Company shall pay to the Producer a royalty with respect to the net sales of such Home A/V Devices (subject to the pro-ration provisions hereinbelow) equal to Twenty Percent (20%) of One Hundred Percent of our Video Royalty Base Rate (as hereinafter defined) in lieu of any other sum with respect to such exploitation. Such royalties shall at all times be subject to retroactive adjustment for returns, credits, settlements, allowances, rebates, discounts and other similar adjustments. As used herein the "Video Royalty Base Price" means the wholesale price to sub-distributors of such Home A/V Devices less an amount equal to Twenty Percent (20%) thereof.

- c. In the event StreetJam &/or Company couples Videos with videos which are not Videos hereunder, the same amounts otherwise payable to Producer hereunder with respect to such coupled Videos shall be multiplied by a fraction, the numerator of which is the number of Videos involved and the denominator of which is the aggregate number of videos (including Videos) involved.
- d. The royalties payable in accordance with this **Clause 35**. shall be inclusive of all royalties that may be payable to the producers of the Masters embodied on each Video, the publishers of any Musical Compositions embodied on the Video, any Unions or Guilds who are entitled to a royalty or any other payment in connection with the production &/or exploitation of the Videos and any directors or other third parties who are entitled to a royalty in connection with the exploitation of thereof (collectively, "Royalty Participants"). In the event that StreetJam &/or Company makes any such payments to Royalty Participants, StreetJam &/or Company shall have the right to deduct such payments from royalties otherwise payable to you (Producer) in connection with Videos.

36. LEAVING MEMBER PROVISIONS.

- a. The term "Artist" as used in this Contract refers individually and collectively to the Producer known as named on page one of this Agreement and (whether presently or hereafter signatories to or otherwise bound by the terms of this Agreement) hereinafter referred to as the "Production Group." A breach of any form of this Contract or a disaffirmance or attempted disaffirmance of this Agreement on the ground of minority by or with respect to any member of the Production Group shall, at our election, be a breach by or with respect to the entire Production Group.
- b. Individuals in addition to those presently members of the Production Group may become members of the Production Group only with StreetJam &/or Company written approval. Additional members shall be bound by the terms of this Agreement relating to the Producer and Producer shall cause any additional Production Group member to execute and deliver to StreetJam &/or Company such documents as StreetJam &/or Company may deem necessary or desirable to evidence that individual Producers agreement to be so bound. Producer shall not, without StreetJam &/or Company's priors written consent, record any Master Recordings embodying the performances of any additional Recording Artist and/or Production Group member prior to Producer's delivery to StreetJam &/or Company of those documents, and if you do so, those master Recordings, if we so elect, shall not apply towards the fulfillment of your Recording Commitment.
- c. A "Leaving Member" shall mean an individual member of the Production Group who ceases to create, produce, record and/or perform song track masters as a member of the Production Group, and to engage in other professional activities of the Production Group. If any individual member of the Production Group shall become a Leaving Member, the leaving Producer shall promptly notify StreetJam &/or Company in writing by Certified or Registered Mail, however, that Leaving Producer Member will also be in breach of this Agreement if StreetJam &/or Company so determines.
- d. In addition, StreetJam &/or Company shall have the irrevocable option for the exclusive recording services of any Leaving Member. If so, StreetJam &/or Company shall execute this option by written notice to the Leaving Member no later than ninety days (90) after the date upon which StreetJam &/or Company has received a written notice required to be sent by the Leaving Member via Certified or Registered Mail. If StreetJam &/or Company so exercises it's option with respect to any Leaving Member, the Producer shall be deemed to have executed an exclusive recording and/or production contract with StreetJam Records, Power Play Records,, for such Leaving Member (a "Leaving Member

Contract"), pursuant to which that Leaving Member shall render his or her exclusive music, song, lyric and/or vocal production and recording services to us on the same terms contained in this Agreement, except as otherwise noted hereinafter provided:

- i. The term of the Leaving Member Contract shall consist of an Initial Period commencing as of the date of our written notice to that Leaving Member pursuant to the preceding provisions of this subparagraph (D) and shall continue until the later of (a) the date forty eight months after the date of commencement of that one year Initial Period and (b) the date one hundred and eighty days or such fewer number of days of which we may notify the Leaving Member in writing, after the Leaving Member's delivery to us of the last Master recordings required to be delivered to StreetJam &/or Company during the Initial Period. StreetJam &/or Company shall have the same options, each to extend the Term of the Leaving Member Contract for a Renewal Period, as equal to the number of separate renewal options remaining under this Agreement pursuant to Clause titled (TERM), as of the date that individual became a Leaving Member, but in no event shall StreetJam &/or Company have fewer than two (2) renewal options. Each Renewal Period under the Leaving Member Contract shall run consecutively and shall commence upon the expiration of the immediately preceding Contract Period thereunder and shall continue until the later of: (a) the date eighteen (18) months after the date of commencement of that Renewal Period and (b) the date of one hundred eighty days (180), or such fewer number of days of which StreetJam &/or Company may notify Leaving Member in writing, after Leaving Member's delivery to us of the last Master Recordings required to be delivered thereunder to StreetJam &/or Company during that Renewal Period. Each option shall be automatically exercised unless StreetJam &/or Company notifies Leaving Member by written notice of StreetJam &/or Company's election to do so at any time prior to the commencement of the Renewal Period for which it is exercised.
- ii. During the Initial Period and each Renewal Period of the Leaving Member Contract, the Leaving Member shall record and deliver to StreetJam &/or Company, at such times as StreetJam &/or Company shall designate or approve, at a minimum, seven (7) Master LP Recordings embodying that Leaving Member's performances, plus, at our election, additional Master Recordings embodying that Leaving Member's performances, but in no event shall the Leaving Member be required to record for or deliver to StreetJam &/or Company in excess of twenty four (24) Master Recordings during the Initial Period or during any Renewal Period of the Leaving Member Contract.
- ii. Leaving Member acknowledges and agrees that the Producer named on page one of this Agreement shall be entitled to create, record, mix and produce no less than twelve musical compositions per Master LP Recording under the terms of the Leaving Member Agreement and shall also be entitled to all rights and royalties previously spelled out in this entire Agreement and Producer's Agreement with StreetJam &/or Company.

- iii. The Recording Funds set forth pertaining to the Recording Artist(s), Producer &/or Act shall not apply to the Master Recordings recorded by a Leaving Member under a Leaving Member Contract. StreetJam &/or Company &/or it's licensees or assignees shall pay the Recording Costs of the Master Recordings recorded at recording sessions conducted in accordance with the terms of the Leaving Member Contract in an amount not in excess of the Recording Budget therefore approved by StreetJam &/or Company in writing.
- iv. With respect to Master Recordings embodying the performances of a Leaving Member recorded pursuant to a Leaving Member Contract, the royalty rate pursuant to a Leaving Member Contract pursuant to **Clauses 28. a., b., c. i., ii., iii., iv., v., d., e., 29. B., 29.g., 29. H.; 17., 17.a., through 17.e. xxvi; 33., 33.a. through 33.c.ii.h.; 35., and 35.a. through 35.d.**, of this Agreement shall be reduced by Eighty Percent (80%) of (100%) One Hundred Percent of the rate otherwise provided therein.
- vi. An amount equal to all unrecouped advances or charges against royalties to this Contract as of the date of the commencement of a Leaving Member Contract shall constitute an advance recoupable from royalties payable by StreetJam &/or Company to that Leaving Member Contract.
- vii. At Company's request, any Leaving Member shall execute and deliver to StreetJam &/or Company any and all documents as StreetJam &/or Company may deem necessary or desirable to evidence the foregoing.
- viii. StreetJam &/or Company may, at our election, may terminate it's Leaving Member Contract with a Leaving Member, upon sending such Leaving Member written notice of its' election to do so at any time and thereby be relieved of any obligations or liabilities under the Leaving Member Contract. StreetJam &/or Company shall own all recorded media including but not limited to all Recordings, demos, reproductions and derivatives thereof to the same extent that it owns any Demos &/or Masters.
- ix. Notwithstanding any of the foregoing, if any member of the Production Group shall be a Leaving Member or if the Production Group shall completely disband, StreetJam &/or Company may, without limiting its other rights and remedies, terminate this Contract by written notice to the Producer and shall thereby be relieved of any obligations or liabilities hereunder, except our obligations with respect to Masters and all Agreements written &/or recorded prior to that termination. In the event we elect to so terminate this Contract, **subparagraph 36. D.**, above shall be applicable to each Member of the Production Group as if each member were a Leaving Member.
- x. If a Key Member shall become a Leaving Member and we do not terminate this Contract, then with respect to each LP delivered under this Contract subsequent to the date on which that Key Member became a Leaving Member, all advances shall be reduced by Ninety-five percent (95%) of (100%) One Hundred Percent from all payments and royalty rates due to the Producer, and all payments and royalty rates due to Key Member

(Producer) set forth shall be reduced by Ninety-five percent (95%) of (100%) One Hundred Percent of all payments and/or royalty rates due. As used herein, the term "Key Member" shall mean a member of the Production Group whose contribution to the Production Group, in the recording studio or at live performances or otherwise, is in StreetJam &/or Company's opinion, material.

- xi. If any member of the Production Group shall become a Leaving Member, that member shall not have the right thereafter during the Term to use any name utilized by the Production Group or any name similar thereto. Without limiting the generality of the foregoing, that member shall not, in connection with any of his or her professional activities, use the phrase "formerly a member of _____" or any similar expression.
- xii. StreetJam &/or Company may send notices to a Leaving Member to his/her address written on page one of this entire Agreement (or current address), or at such other addresses of which that Leaving Member shall have advised StreetJam &/or Company in writing.

37. ANCILLARY RIGHTS AND ROYALTIES. Both the Producer, StreetJam &/or and the Company will have the right to secure advertising, endorsement, ancillary and sponsorship opportunities throughout the term of this Agreement. The Producer, StreetJam &/or the Company will consult with each other to ensure there is no conflict between the various advertising, endorsement, ancillary and sponsorship opportunities. StreetJam &/or Company shall own, represent, administer and negotiate throughout the Territory in regards to all Ancillary Rights &/or offers. In doing so, StreetJam &/or Company is hereby granted (100%) One Hundred Percent of all Ancillary Rights and Royalties in regards to the Producer(s) and StreetJam &/or the Company shall pay to the Producer(s) and if there is more than one Producer, the Producers shall equally divide (20%) Twenty Percent of (100%) One Hundred Percent (Net Sales) of any and all Ancillary Royalty monies that are paid to and actually received by StreetJam &/or the Company after the deduction of any Advances &/or payments due to StreetJam &/or the Company &/or any Third Party Company or Licensee. Ancillary rights and royalties is defined as and shall include all merchandising, movie, television, touring, concert recordings, books, internet &/or website fan based sales, public appearances, Brand Sponsor or Brand Spokesperson, Endorsements, (ancillary streams of income).

38. RECORDING RESTRICTIONS.
During the term of this Contract:

- a. Producer shall not enter into any agreement or make any commitment that would interfere with his/her performance of any of the terms and provisions hereof.
- b. Producer shall not perform for the purpose of making Phonograph Records in the Territory by or for any person other than StreetJam &/or Company during the Term of this Agreement unless given written permission by an Official Representative of StreetJam &/or Company (President or Vice President).
- c. Producer shall not authorize or knowingly permit the use of Producer's name (including Producer's current professional name or any professional name hereafter used by Producer), photograph, likeness or other identification, voice or other sound effects, or performance, for or in connection with the production, sale, advertising or exploitation of Phonograph Records in the Territory by or for

any person other than StreetJam &/or Company without written permission from an Official Representative of StreetJam &/or Company.

- d. In the event the Producer makes any sound recordings for motion pictures, television, radio or any medium, or if the Producer performs as a member of the cast in making sound recordings for a live theatrical presentation, Producer agrees and warrants that the Producer will do so only pursuant to a written permission by StreetJam &/or Company and also only pursuant to a written contract to StreetJam, StreetJam Records, Power Play Records, from the motion picture, television, radio or other medium, stating that such medium acknowledges that they are prohibited the use of such recordings, directly or indirectly, for Phonograph Record advertising, demo, promotional sales and/or marketing purposes. This written and original signed statement must also be immediately forwarded, mailed and/or given directly to the Vice President of StreetJam &/or Company within (5) Five days of the Producer signing and/or entering into such an Agreement with the any or the above named mediums.
- e. Producer agrees that he/she shall not perform in any manner whatsoever any selection or portion thereof recorded and/or delivered hereunder during the Term, whether or not released by StreetJam &/or Company, for the purpose of making records for distribution or sale in the Territory by or for any person other than us, at any time prior to the later of the following dates _____ (such later date, with respect to any such selection, is hereinafter sometimes referred to as the "Restriction Date"):
 - i. Two years (2) years after the date of delivery to us of the last Master embodying such selection and;
 - ii. Two years (2) after the expiration or termination of the Term of this Agreement or any subsequent agreement between us and any person relating to the Producer's recording services.
- f. Producer shall not at any time manufacture, distribute or sell, or authorize or permit the manufacture, distribution, posting, upload, download, digitizing, or sale in the Territory by any person other than StreetJam &/or Company of Phonograph Records embodying:
 - i. Any performance rendered in any manner by Producer during the term, or:
 - ii. Any performance rendered in any manner after the term of a Selection recorded &/or delivered hereunder if such performance is rendered prior to the Restriction Date applicable thereto.
- g. StreetJam &/or Company may take such action as Company may deem necessary, in your name and/or in your own name, to enforce or protect our rights under this Agreement, including, without limitation, taking action against any person who sells or imports records embodying Masters in the Territory in violation of our exclusive rights hereunder or who otherwise uses the performances, name, photograph, likeness, other identification, voice &/or sound effects of the Producer in violation of our rights under this Agreement. Producer shall cooperate fully with StreetJam &/or Company in any controversy or litigation that may arise with a third party relating to our rights under this Agreement.

39. NON-DISCLOSURE AND CONFIDENTIALITY TERMS.

The Producer (s) agree that the terms and conditions of this Agreement, are confidential and cannot be disclosed to any third party except as expressly provided herein. In the course of the Producer's engagement by STREETJAM TV and/or Company including StreetJam Records, Power Play Records,, Inc., and/or First Power Entertainment Group,

the Producer will have access to and learn certain information and ideas belonging to STREETJAM TV &/or Company, StreetJam Records, Power Play Records, / First Power Entertainment Group that is proprietary and confidential information. Confidential information as used in this Agreement means but is not limited to any secret or proprietary information relating directly to (the Originator's) STREETJAM TV &/or Company's invention, product, business, writings, ideas, production, post-production and creative concepts relating to STREETJAM TV &/or Company including StreetJam Records, Power Play Records,, Inc. / FIRST POWER ENTERTAINMENT GROUP that are not known to the public and those which originator intends to capitalize on, (products, target lists, pricing, operational methods, employment & intern records and policies, marketing plans and strategies, sales techniques, product development techniques or plans, methods of manufacture, designs and design projects, specific software, and other business affairs of STREETJAM TV &/or Company including StreetJam Records, Power Play Records,, Inc. / FIRST POWER ENTERTAINMENT GROUP. In addition, the Producer agrees to keep strictly confidential all information and will not, without StreetJam &/or Company's express written authorization, use, sell, market, post, upload, download, publicize, advertise, trade, barter or disclose any information to any third party, firm, corporation or association for any purpose. The Producer further agrees not to make any copies of information except upon StreetJam &/or Company's written authorization. In the absence of such consent, the Producer will not share any information in theory, practice or hypothetical, casually, negligently, intentionally, willfully or maliciously. The obligations imposed on the Producer shall continue with respect to each unit of the confidential information following termination of the business relationship between the Producer and StreetJam &/or Company and such obligations shall not terminate until such unit shall cease to be confidential, which so information and confidentially release shall be officially forwarded to Producer from StreetJam &/or Company in writing StreetJam &/or any such obligations shall not terminate (as according to all terms and conditions of this Agreement, including but not limited to **Sections 19. (i. through iv.) of this Agreement titled, "Producer Deductions and Sanctions" and also Sections 19. v. (a. through e.) of this Agreement titled, "Confidentiality and Gag Order."** I understand that I will be held fully liable and legally responsible to pay StreetJam, the Company, the Producer &/or Network Five Million U.S. Dollars (\$5,000,000) plus Attorneys' fees and disgorge / forfeit all profits, rights and royalties acquired by &/or owed to me from all profits acquired by &/or owed to me each time I breach or violate the Non-Disclosure and Confidentiality Terms of this Agreement as well as **Sections 19. (i. through iv.) of this Agreement titled, "Producer Deductions and Sanctions" and also Sections 19. v. (a. through e.) of this Agreement titled, "Confidentiality and Gag Order."**

40. ADDITIONAL PROVISIONS.

Producer agrees to execute and deliver to StreetJam &/or Company appropriate assignments of copyright and letters of direction to third parties, in the form provided by Producer(s) to StreetJam &/or Company, and if the Producer fails to do so, StreetJam &/or Company shall have the right to do so in StreetJam &/or Company's name as their attorney in fact, for such appointment being coupled with an interest and therefore irrevocable. For the purposes of this agreement, "Producer /Writer" shall include any and all music publishing companies established by the Producer for which all song compositions listed on the Schedule A Addendum exist. Each party will indemnify the other against any loss or damage (including attorney's fees) due to a breach of this agreement by that party which results in a judgement against the other party or which is settled with the other party's prior written consent (not to be unreasonably withheld). There shall be no material breach of this agreement until and unless the breaching party has ninety (90) days from the receipt of a notice, sent to the breaching party by certified mail, return receipt requested, to cure the purported breach.

41. MEMBERS OF UNIONS OR GUILDS:

Which may include Leader and members of this unit, agree to accept sole responsibility for complying with the rules and regulations of said unions or guilds of which they may become members.

42. ADDITIONAL CAUSES FOR TERMINATION OF THIS AGREEMENT.

The following terms below are causes for immediate termination of this Agreement.

- a. All Producers are expected to conduct themselves in a very professional manner.
- b. Producer is not to leave the set while the staff is in production unless authorized by StreetJam &/or First Power Company staff.
- c. The Producer is NOT TO EXCHANGE TELEPHONE NUMBERS or any Contact Information (email address, website address, internet account names, etc.) with StreetJam &/or Company Employees, Contractors, Licensees, Assigns or Sponsors of Company &/or StreetJam.
- d. The Producer is NOT to exchange telephone numbers or any Contact Information (email address, website address, internet account names, etc.) with StreetJam &/or Company Clients or any Sponsor Company of STREETJAM &/or Company on a scheduled shoot or at any time whatsoever. If a Client or Sponsor Company is interested in hiring one of the Producers for any work outside of STREETJAM TV, First Power Entertainment will gladly book the Producer for work.
- e. Any violation of Sections 19. (i. through iv.) of this Agreement titled, "Producer Deductions and Sanctions," and/or Sections 19. v. (a. through e.) of this Agreement titled, "Confidentiality and Gag Order" and/or Section 39 of this Agreement titled, "Non-Disclosure and Confidentiality Terms."

43. CHILD PRODUCER (MINORS).

The Parent /Guardian signed on the last page of this Agreement confirms that he/she is the Legal Parent &/or Legal Guardian of the Minor Child named on page one of this Agreement and that the Parent/Legal Guardian understands and agrees with all of the terms and conditions of this Agreement. One Parent or Guardian MUST attend all scheduled TV Production shoots, rehearsals and fittings with their child. In addition, Parents must not interfere with the recording studio session and/or television show production, however parents will be asked to assist in dressing and/or preparing a Minor before and during any scheduled shoot. Payments for all Producers who are Minors will be made to the Parent. It is the responsibility of the Parent to abide by his/her financial obligations, responsibilities and/or trust funds in regards to your child's work compensation and Child Labor Laws. In addition, Minors will work no longer than a (SIX hour) day.

44. VALIDITY OF THIS AGREEMENT.

Should any portion of this entire Agreement be found to be invalid or unenforceable, it shall not effect the remainder of this Agreement.

45. JURISDICTION.

This entire Agreement has been entered into in the State of Maryland, and the validity, construction and legal effect of this agreement and any all extensions and/or modifications thereof, shall be governed by the laws of the State of Maryland. All claims, disputes or disagreements with respect to this Agreement shall be submitted to and determined in accordance with the laws of the exclusive jurisdiction of the State or District Court of The State of Maryland. In the event of any breach of any provision of this Agreement, the sole remedy shall be an action by law in the State or District Court of Maryland. In addition, the Producer, StreetJam and Company hereby consent and submit

to the jurisdiction and venue of the State of Maryland for the adjudication of any dispute between Producer, StreetJam and/or Company arising out of or relating to this agreement or the alleged breach hereof, and Producer further agrees that process of such court in the State of Maryland in connection with the adjudication of any such dispute may be served upon the Producer, StreetJam &/or Company by Certified or Registered mail directed to the addresses set forth above (or future addresses). Any such delivery or mail service shall be deemed to have the same force and effect as personal service within the State of Maryland or the jurisdiction in which such action or proceeding may be commenced.

46. ADMINISTRATION.

StreetJam &/or Company will administer all payments it has received to and/or on behalf of the Producer pursuant to this entire Agreement and such payments shall be made directly to the Producer. For this service, StreetJam &/or Company will receive a service charge equal to (5%) Five Percent of (100%) One Hundred Percent of all revenues collected. All payments shall be administered by StreetJam &/or Company directly to the Producer.

47. LIABILITY OF THIS AGREEMENT.

In consideration of the terms and obligations of this Agreement, the parties hereto set their hands and the persons signing below for StreetJam &/or Company and the Producer agrees to be personally, jointly and severally liable for the terms and conditions of this Agreement.

This Agreement was last modified on December 14, 2014 and is effective immediately.

IN WITNESS WHEREOF, THIS AGREEMENT correctly reflects that I understand and agree to abide by all of terms and conditions of this Agreement and further note that this Agreement cannot be modified, amended or terminated unless it is done so in writing and is signed by a Corporate Representative of StreetJam &/or Company. By signing below, the Producer fully acknowledges that he/she/they hereto have executed this entire Agreement on the day and year written below.

***** PLEASE INCLUDE YOUR SOCIAL SECURITY INFORMATION FOR BUSINESS AND PAYMENT PURPOSES ONLY. THIS INFORMATION WILL BE SECURELY STORED AS PRIVATE AND CONFIDENTIAL.**

1. Producer (Print Name) _____

Producer (Signature) _____

Address _____

Phone # _____ Phone # _____

Social Security # _____

xx _____
PARENT/LEGAL GUARDIAN (PRINT YOUR NAME)

PARENT/LEGAL GUARDIAN (if Producer is under 18 years old) Date

Social Security Number (Parent or Legal Guardian, if applicable)

XX _____
Official Representative STREETJAM TV/First Power Entertainment Date



**STREETJAM TELEVISION – STREETJAM RECORDS, POWER
PLAY RECORDS,, INC.
SCHEDULE A ADDENDUM
PRODUCER / ENTERTAINER INFORMATION**

NAME OF Recording /Artist _____

PRODUCER(S) _____

NAME OF CD _____

Number of Songs on CD _____

My signature below certifies that the following information is true and that the Producer named herein gave his/her production &/or audio engineering contribution ONLY and the Recording Artist named below gave his/her lyrical & vocal contribution ONLY to each of the recordings named below.

NAME OF EACH RECORDING EMBODIED ON CD. NAME OF PRODUCER FOR EACH RECORDING. ARTIST & PRODUCER SIGNATURE.

1. _____ _____ _____	5. _____ _____ _____	9. _____ _____ _____
2. _____ _____ _____	6. _____ _____ _____	10. _____ _____ _____
3. _____ _____ _____	7. _____ _____ _____	11. _____ _____ _____
4. _____ _____ _____	8. _____ _____ _____	12. _____ _____ _____

Recording Artist(s) --- Print Name

PRODUCER(s) --- Print Name

SCHEDULE A ADDENDUM (continued)

GROUP / ENTERTAINER / GROUP INFORMATION

ARTIST

ARTIST

ARTIST

ARTIST

ARTIST

THE INFORMATION BELOW MUST BE COMPLETED BY A COMPANY REPRESENTATIVE OF STREETJAM TELEVISION ONLY.

Name of Recording(s) Presented & Performed on STREETJAM TV:

1. _____
2. _____
3. _____
4. _____