

COMPOSER'S CONTRACT

THIS AGREEMENT, is made and entered into as of the _____ day of _____ in the year of _____, by and between _____ herein referred to as "Producer", and _____ herein referred to as "Composer", regarding the motion picture presently entitled _____ herein referred to as the "Picture".

Commencement Date of Scoring:

Completion Date of Scoring:

1. Employment:

Producer hereby employs Composer to write, compose, orchestrate, arrange, adapt, and conduct the recording of the musical score "Score" for the soundtrack "Soundtrack" of the Picture, and to render such other services as Producer may require in connection with the music for the Picture, including, without limitation, acquiring pre-existing music or other elements for the Soundtrack, and preparing and recording the music for trailers and television and radio advertisements for the Picture.

Further, if Producer so requests, and for no additional compensation Composer will conduct and re-record the Score for, and/or produce, one or more phonorecord albums "Albums" and/or 45 r.p.m. single phonorecords "Single" derived from or based on the Soundtrack, and will assist in the preparation of advertisements for the Albums and/or Single.

2. Compensation:

Provided Composer faithfully and completely keeps and performs each and all of Composer's obligations hereunder, Producer will pay Composer, as full and complete compensation hereunder for Composer's services hereunder and for all rights herein granted and agreed to be granted, the following:

(i) For all of Composer's services hereunder (and all rights therein and thereto) including, without limitation, the conducting, orchestrating, producing, composing, writing, arranging, adapting and recording of the Score for the Picture, and if requested by Producer, for the Albums and Singles and all trailers and television and radio advertisements for the Picture and/or the Albums and/ or the Singles, the sum of _____ Dollars (\$) , payable as follows:

(a) _____ Dollars (\$)) upon execution hereof;

(b) _____ Dollars (\$) two (2) weeks after delivery of the "locked cassette": and

(c) _____ Dollars (\$) upon delivery of the materials set forth herein to Producer.

(ii) With respect to the Albums and/or Singles, if any, Composer will receive compensation therefore as provided in Exhibit "B" attached hereto.

(iii) Composer shall be given a 1/2" VHS copy of the film and copy of the publicity poster.

3. Credit:

Composer will be accorded credit in the manner and subject to the terms and conditions set forth in Exhibit "A" attached hereto.

4. Terms of Employment

Composer's employment will be upon the terms and conditions set forth above, and those set forth in the Standard Terms and Condition and Exhibits attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

Composer

Producer

STANDARD TERMS AND CONDITIONS

1. Services: Composer agrees:

A. To deliver in accordance with Paragraph 4 infra and the other terms and conditions hereof, a completed and recorded score on recording tape in all respects suitable for reproduction on the Soundtrack, and all other documents necessary to verify the costs incurred with respect to the Score and all rights granted to Producer hereunder as follows:

(i) the stereo-mix recodation of the Score on DAT (Digital Audio Tape). Such mix to be suitable for mastering in the manufacture of a soundtrack album. with all cue start times logged on a music cue sheet,

(ii) or a stereo mix on 1/2" 4 track tape with the music on tracks 1 & 2 and SMPTE time code on track 4, with all cues being in sync with the Picture, or

(iii) a multitrack tape (s), acceptable with the recording studio whereupon the mixing shall take place, with SMPTE time code on one track of each tape, and being in sync with the Picture.

(iv) At least _____ minutes in duration.

(v) Three (3) copies of the music cue sheet in connection with the Score.

B. That Producer may deduct and withhold from Composer's compensation hereunder (i) any deductions required by law; and (ii) without waiver by Producer of any right or remedy, an amount equal to any payments made to Composer hereunder for any period of suspension under the provision of Paragraph 5 infra;

C. That during Composer's employment hereunder, Composer will not render any services for Composer's own account or for others; and that Composer will not render any services in connection with phonorecords containing any music embodied on the Soundtrack, or otherwise written by Composer hereunder, from the date hereof and until five (5) years from the date of the release of the Picture in the United States of America;

D. To comply promptly, diligently and faithfully with all requirements, directions and requests and with all rules and regulations made by Producer in connection with the conduct of its business; to perform and render services conscientiously and to the full extent of Composer's ability and as instructed by Producer in all matters, including those involving artistic taste and judgment; and to perform and render such services during Composer's employment hereunder whenever and wherever and as often as Producer may request or deem necessary or convenient; but Producer will not be obligated to cause or allow Composer to perform any services hereunder or to actually utilize any of the results or proceeds of Composer's services in the Picture or the Albums and/or Singles, or to produce, release or continue the distribution of the Picture of the Album and/or the Singles;

E. That, without limiting the generality of the foregoing, Composer will write and compose musical compositions and underscoring for the Picture as well as render services hereunder in connections with musical composition furnished by Producer (including assisting Producer in obtaining pre-existing music, lyrics and other elements for the Soundtrack). and will perform all services or duties customarily performed in the motion picture and television industry by a composer, lyricist, scorer, orchestrator,

conductor, arranger, producer, and adapter with respect to the Picture, the Albums and/or the Singles (if requested to do so), and Producer may use musical and other works of persons other than Composer either in lieu of or in addition to the results and proceeds of Composer's services hereunder in the Picture, the Albums, and/or the Singles and the Advertisements. Producer will have the right to change or alter the character of the musical compositions and/or the recordings rendered by Composer hereunder. Producer will also have the right to require Composer to make such changes, modifications or additions to any and all musical compositions, recordings, production numbers, or special material composed or otherwise created by Composer hereunder as may be required or desired by Producer, and Producer may require Composer to write and compose musical compositions, lyrics, production numbers, special material, etc., in addition to those which may have been outlined by Producer to Composer prior to the commencement of services hereunder; and Producer may employ or engage other persons as composers, arrangers, orchestrators, copyists, adapters or conductor in connection with the Picture at any time;

F. That, in the event Composer does not complete Composer's services in connection with any advertisements for the Picture during the term hereof, Composer will, after the termination of Composer's services with respect to the Score, and at such time or times and places as may be designated by Producer, write, compose, orchestrate, adapt and/or conduct such musical compositions (music and lyrics) as may be required for the Advertisements, and Producer will not be obligated to pay Composer any additional compensation for such services in addition to the consideration herein provided; and

G. To promptly deliver to Producer all necessary cue sheets, original manuscripts, conductor's score, orchestrations, arrangements, instrumental and vocal parts and other music or recordings of every kind and nature prepared by or under the supervision of Composer hereunder.

2. Rights:

A. Producer, as Composer's employer-for-hire, is and will be the owner and proprietor, exclusively and perpetually, of all rights of every kind and character whatsoever, whether or not such rights are now known, in existence or contemplated, throughout the universe, in and to Composer's services and performances hereunder, all results and proceeds thereof regardless of their state of completion, all sound recordings and mechanical and other reproductions containing the results and proceeds of such services, and any and all music, lyrics, titles, incidents, dialogue, characters, action, gags, material, ideas, inventions and other literary, dramatic and musical material written, composed, submitted, added, improvised, interpolated and invented by Composer in connection with the Picture, the Albums and/or the Singles and/or the Advertisements. The rights herein granted to Producer include, without limitation, the complete, unencumbered, exclusive and perpetual right throughout the universe to exhibit, record, reproduce, broadcast, televise, transmit, publish, copy, print, reprint, vend, sell, distribute, license, perform and use for any purpose, in any manner, and by all means, whether or

not now known, invented, used or contemplated and whether separately or synchronization or timed relation with the Picture or any excerpts thereof, or any other motion picture that Producer may produce, or any phonorecord, or otherwise, all or any part of the matters and things referred to in this Paragraph 2. Producer may add to, subtract from, arrange, re-arrange, revise and adapt all such material and the Picture in any manner, may interpolate any lyrics or other material written by other with any material written by Composer hereunder, and Composer hereby waives throughout the universe the "moral rights" of authors, as said term is commonly understood. All such material and the copyrights therein (including any and all renewals and extensions thereof) in all jurisdictions will automatically be and become the property of Producer, who will be deemed to be the composer and author thereof; and Composer will be deemed to be acting entirely as Producer's employee-for-hire.

B. If at any time after the execution of this agreement Composer or any other person (s) exercises a right of termination which Composer or such other person (s) has or may have under any existing or future statute with respect to any rights granted herein, sold, conveyed or assigned, Producer and/or Producer's successors, heirs and assigns will have the first right to negotiate with Composer or such other person (s) for the purchase of such terminated rights, and if Producer and Composer or such other person (s) fail to agree upon a price for such purchase in such negotiation, Producer will have a right of first refusal with respect to any proposed sale or license of such rights or any of them negotiated by Composer or such other persons (s) with any other person or company. The Rights granted herein are in addition to and will not be construed in derogation of any right which Producer may have as a member of the public or pursuant to any other agreement. In the event Composer terminates any rights granted pursuant to this Agreement to this Producer and licenses or sells or otherwise assigns or transfers such rights to another entity, Composer shall grant to Producer for good and valuable consideration receipt of which is hereby acknowledged, 50 percent of any publishing rights reserved by Composer.

C. Notwithstanding anything to the contrary herein contained, if at any time after the execution of the agreement Composer or any other person (s) has or may have under any existing or future statute with respect to any rights herein granted, sold conveyed or assigned, then from and after the effective day of such termination no percentage compensation will accrue hereunder to Composer or any successor, heir, representative or assign of Composer.

D. Composer grants to Producer the right to issue and authorize publicity concerning Composer, and to use Composer's name and likeness and biographical data in connection with the distribution, exhibition, advertising, and exploitation of the Picture and/or the Albums and/or the Singles.

E. Without limiting the generality of the foregoing, Producer will have the right to sell, transfer, assign, license, or otherwise dispose of the Score and all or any part of its rights with respect to the Score and all or any part of its rights in and to the other results and proceed of Composer's services hereunder, the use of Composer's name,

likeness and biographical data, and all of Composer's representations and warranties hereunder, to any person, firm, or corporation, specifically excluding, without limitation, the right to sign for publication any and all musical compositions (music and lyrics), arrangements and adaptations written or composed by Composer hereunder, and the right to nominate or designate the actual publisher thereof, and the administrator of the various rights protected by copyright. Producer may, when assigning such rights to a distributor, reserve to itself and its affiliates, subsidiaries and successors, free from payment of any fees or royalties to Composer whatsoever, synchronization rights throughout the universe in and to such musical compositions, arrangements and adaptations necessary to facilitate the exploitation of "Motion Pictures" [including without limitation, all television films (specifically including all episodes of any television series), video tape films or any films produced electronically] by any and all methods and means together with all licenses necessary for performance or exhibition of said "motion pictures", subject to the then existing rights of public performance societies outside the United States of America. Should Producer assign such rights to a distributor of the Picture, such distributor may, when assigning such rights to a publisher, reserve equivalent rights to itself.

(i) Composer shall be entitled to receive 100% of the "Writers Share" of monies due from the universal public performance of the Score as such sums may be paid by ASCAP, BMI, or other appropriate performing rights societies.

(ii) Composer shall be given copies of cue sheets filed with the appropriate performing rights society for this or any other use of the score.

F. Producer will have the right to make phonorecords, including without limitation, the Albums and/or Singles, embodying all or any portion of the compositions, arrangements, productions, recording and adaptations written, composed, orchestrated, conducted and/or adapted by Composer in connection with the picture, and the right to designate any recording company for purposes thereof, Composer shall be entitled to receive royalties from sales of the Albums and/or Singles of the Albums and/or Singles, as recorded and released, contains a portion of the Score and if such portion is performed, conducted and/or produced by Composer, computed and determined in the manner set forth in Exhibit "B" attached hereto.

G. Composer will perform all acts and execute and deliver all documents necessary to secure or confirm any right herein granted to or acknowledged in Producer, or any other act consistent with the terms of the Agreement. Should Composer fail to execute and deliver any such documents, Producer will be deemed Composer's true and lawful attorney-in-fact for such purposes, such power being irrevocable and coupled with an interest.

3. Warranties:

Composer represents, warrants and concurs that Composer is free to enter into this Agreement and is not subject to any obligation or disability which will or might

prevent Composer from or interfere with Composer fully keeping and performing all of the covenants and conditions to be kept and performed by Composer hereunder, that Composer has not made, and will not make, nor purport to make any grant or assignment of rights which will or might conflict with or impair the complete enjoyment of the rights and privileges granted to Producer hereunder, and that all music, lyrics, and other musical material referred to in Paragraph 2 supra (except for materials provided to Composer by Producer) will be Composer's original work of authorship and will have been created during Composer's employment hereunder, will not be in public domain, will not be derived from any previously existing work, and will not infringe upon or violate any right or interest of any person, firm or corporation or violate any law, ordinance or other rule or reputation of any government entity. Composer will indemnify Producer against and save and hold Producer harmless from all claims, demands, actions, liabilities, costs and expenses (including attorney's fees) arising out of any breach or alleged breach of the foregoing representations and warranties, or any other provision hereof. These warranties will endure in perpetuity, regardless of the term hereof.

4. Commencement of Performance:

It is the essence of this Agreement that Composer's services hereunder commence no later than the commencement Date referred to above, and that Composer's services with respect to the Score be completed no later than the Completion Date referred to above; provided, however, that Producer may at any time substitute a later date or dates for any or all of the foregoing dates.

5. Suspensions, Ect.:

This Agreement will be deemed suspended without notice as to both services and compensation during all periods:

- (i) that Composer does not render services hereunder because of illness, incapacity, default, or similar matter beyond Producer's control; or
- (ii) because of any labor dispute, fire, flood, catastrophe, adverse weather conditions, illness or incapacity of the director or any principal members of the cast, war or governmental action, or any other unexpected or disruptive event sufficient to excuse performance of this Agreement as a matter of law.

If any such suspension exists for three (3) consecutive days or for five (5) nonconsecutive days or more, or in the event of any refusal or failure to perform or other default in the part of Composer or any statement by Composer or a representative of Composer indicating a breach or default by Composer hereunder, Producer may (but will not be required to) terminate this Agreement without waiver of any or all of Producer's rights or remedies under law or equity. Producer may investigate the nature and extent of any illness or incapacity suffered or asserted by Composer, and

Composer will submit to reasonable medical examinations in connection therewith, and may have Composer's own physician present at Composer's own expense. Any suspension and/or termination hereunder will not be deemed to be a waiver of any or all of Producer's other rights or remedies under law or equity.

6. Recording Costs :

Composer shall pay and be solely responsible for all recording costs and other costs in connection with the Score including but not limited to all studio rentals, musicians' salaries and all other costs and charges under A.F. of M. and A.F.T.R.A. regulations or any other applicable guild regulation, (including re-use fees), if applicable.

7. Assignment:

Producer may assign this Agreement or any of its rights and/or obligations hereunder to any person, firm or corporation. Composer may not assign or otherwise transfer any right or obligation hereunder any such assignment will be deemed null and void without force or effect.

8. Notices:

Any notices or right of election herein granted to Producer or Composer must be exercised, unless herein otherwise specifically provided, by written notice and will be served by either personal delivery, mail, or telegraph, all charges prepaid. Any notice given by Producer to Composer may be addressed to Composer personally or to Composer's duly authorized agent. Any written notice which Producer is required or may desire to give will be given by addressing the same to Composer at Composer's address shown on the date hereof, or at such other place as may be designated in writing by Composer, or at the address of Composer last known to Producer. All notices hereunder, except for a change of address, will be deemed given as of the date of postage or delivery to a telegraph office, all charges and postage prepaid, or upon the personal delivery of same to the party receiving such notice. Any notices which Composer is required or may desire to give to the Producer hereunder will be in writing and given by addressing the same to Producer at its address shown on the face hereof.

9. Governing Law:

This Agreement is entered into in the State _____ and will be subject to and governed by the laws of said State. Any lawsuit or action by Composer against Producer arising out of or otherwise relating to this Agreement will be filed and presented in the county _____, State of _____.

10. Remedies:

The services to be rendered by Composer hereunder and the rights and privileges herein granted to Producer by Composer are of a special, unique, unusual and intellectual character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action at law, and a breach by Composer of any of the provisions hereof will cause Producer irreparable injury and damage. Producer will be entitled to injunctive and other equitable relief to prevent Composer's breach or provide redress for such breach or attempted breach of this Agreement, but resort to such equitable relief shall not constitute a waiver of any of Producer's other rights or remedies. If Producer breaches any provision, covenant or warranty of, this Agreement, Composer's sole remedy will be the recovery of monetary; damages in an action at law, and in no event will Composer be entitled to enjoin the release and distribution of the Picture and/or the Albums and/or the Single to any other equitable relief. Producer will not be deemed to be in breach of this Agreement unless Producer has failed to cure an asserted breach within thirty (30) days after receipt of written notice by Composer to Producer specifying in detail the nature of such asserted breach by Producer.

11. Paragraph Heading:

The headings or titles of the several paragraphs of this Agreement are inserted solely for convenience and are not a part of, nor will they be used or referred to in the interpretation of any provision of this Agreement.

12. Taxes:

Producer will have the right to deduct, without liability to Composer, from the consideration payable to Composer pursuant to this Agreement, all taxes, withholdings and any other payments required to be withheld by any governmental body, agency or entity, or under the terms of any collective bargaining agreement.

13. Indemnity:

In the event any person, firm or corporation makes any claim or demand against Producer which is inconsistent with any warranty, representation or agreement made or purported to be made by Composer hereunder, Composer will indemnify and hold Producer and its assignees harmless from and against any and all costs, damages, expenses, attorneys' fees, liabilities, settlements and judgments arising therefrom .

14. Entire Agreement:

This Agreement is intended by the parties hereto as a final expression of their agreement and understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms thereof and supersedes any and all prior and contemporaneous agreements and understandings relating thereto. This Agreement may not be modified or amended nor any provision hereof waived, except by a writing signed

by the party against whom such modification, amendment or waiver is being asserted, and any failure to enforce any term or condition of this agreement will not be deemed a waiver of such term or condition.

15. Miscellaneous:

Nothing herein contained will be construed so as to require the commission of any act contrary to law and wherever there is a material conflict between any provision of this Agreement and any present or future statute, law, ordinance or regulation, the latter will prevail, but in such event the provision of this Agreement affected will be curtailed or limited only to the extent necessary to bring to within legal requirements. Without limiting the generality of the foregoing, in the event any compensation or other monies payable hereunder are in excess of the amount permitted by any statute, law, ordinance or regulation, payment of the maximum amount allowed thereby will constitute full compliance by Producer with the payment requirements of this agreement.

This Agreement will inure to Producer's benefit, and to the benefit of all persons, firms or corporations who may have heretofore or may hereafter acquire the right to broadcast, distribute, exhibit, advertise and/or otherwise exploit the Picture, the Albums and/or the Singles, or any of the results and proceeds of Composer's services hereunder.

HERE ENDS THE STANDARD TERMS AND CONDITIONS

EXHIBIT "A"

CREDIT INFORMATION (Composer)

Name of Composer

Picture:

Producer:

Contract Dated:

Composer will be accorded screen credit substantially in the form:

"MUSIC BY:

Notwithstanding the foregoing, screen credit will be given only if:

- (i) Composer faithfully and completely keeps and performs each and every covenant and condition on Composer's part to be kept and performed under the agreement to which this Exhibit "A" is attached;
- (ii) the Score of the Picture as released shall have been principally composed by Composer as determined in Producer's discretion; and
- (iii) only if this Agreement has not been terminated by reason of Composer's breach or default.
- (iv) credit in paid ads shall be at Producer's sole discretion.

EXHIBIT "B"

PHONORECORD ROYALTIES

Should Producer, or any subsidiary or affiliated company, or any company which may have the right to distribute the Picture, or any company which may be or become the owner of the Picture, or of the underlying literary property and screenplay, or any assignee or licensee of Producer, enter into an agreement ("Record Agreement") with one or more record companies ("Record Company") for the exploitation of the score ("Score") of the Picture by way of producing phonorecords of the Score including, without limitation, a soundtrack album based on the Picture ("Soundtrack Album") and/or any "singles" derived therefrom, and should such phonorecords embody the Score as performed by and/or conducted by Composer. Composer shall receive a royalty which royalty shall be computed and determined in all respects as follows:

1. Subject to Paragraph 4 below. If producer enters into a Recording Agreement that included the Composer's Score or any portion thereof, Producer and Composer shall share the gross receipts actually received by Concorde from all sources directly resulting from such Recording Agreement as follows: fifty percent (50%) to Producer and fifty percent (50%) to Composer. If Composer's score is a portion, and not the entire Soundtrack Album, Composer shall be entitled to receive as royalties a proportion of 50% of gross receipts received by Concorde, which proportion shall be equivalent to the percentage of the Soundtrack Album actually embodying Composer's Score.

2. As to records sold outside the United States, its territories and possession, the retail list price shall be the list price per record for retail sales in the country of

manufacture, or the United States, England, the country of sale, or the country of export or import, as Producer shall be paid. All royalties shall be computed in the national currency of the country of sale and shall be paid at the same rate of exchange as the Record Company is paid, but if the Record Company does not receive payment in United States currency and elects to accept payment in a foreign currency, the Record Company may deposit to Composer's account, and at Composer's expense, in such currency, in a depository selected by the Record Company, any payments so received as royalties applicable to this agreement and will notify Composer accordingly. Such deposit shall fulfill the Record Company's obligation hereunder as to sales to which such royalty payments are applicable.

3. Composer agrees that Composer will not, from the date hereof until five (5) years after the general release of the Picture, produce, record, allow, authorize or in any manner participate in the manufacture or distribution of any phonorecord of any material performed, conducted and/or produced by Composer hereunder. Composer acknowledges that Composer's services are unique and extraordinary for which the recovery of monetary damages would be inadequate, and that Producer and/or the Record Company shall be entitled to injunctive and other equitable relief to enforce the provisions of this Agreement.

4. All recording and phonorecord masters manufactured hereunder regardless of their state of completion, and all Soundtrack Albums manufactured therefrom shall be entirely Producer's and/or the Record Company's property, free from any claims whatsoever by Composer or any person deriving any rights or interest from Composer, other than said expressly set forth herein. Producer and the Record Company shall have the right to manufacture, by any method now or hereafter known, phonorecords and other reproductions on any medium or devices now or hereafter known of the material performed, conducted and/or produced by Composer hereunder, and to sell, transfer or otherwise deal in the same throughout the world under any trademarks, tradenames and labels, or to refrain therefrom. Producer and the Record Company shall have the right to use, and to allow others to use, Composer's name and biographical material concerning Composer for advertising and promotional purposes of trade in connection with all phonorecords made pursuant to this agreement.

5. Notwithstanding anything stated herein or in the Record Agreement:

(a) All recording costs incurred by Producer and/or the Record Company for producing the soundtrack to the Picture, the Soundtrack Album, and all other costs chargeable by the Record Company against Producer or by Producer against Composer by reason of breach of the obligations and representation of Composer hereunder or under the terms of the Agreement to which this Exhibit "B" is attached (such right being without waiver of any right or remedy of Producer) (all of the foregoing being referred to hereinafter as the "Recoupable Costs") shall be recoupable from the Composer's Royalty.

(b) As used herein "recording costs" shall include, without limitation, the cost of all instrumental musicians, vocalists, conductors, arrangers, orchestrators, copyists, producers, etc., payments to a trustee or fund to the extent required by any agreement between Producer and/or the Record Company and any labor organization or trustee, all studio, tape, editing, mastering and other similar costs which are customarily recognized as recording costs in the phonograph record industry.

6. Producer or the Record Company shall compute Composer's royalties within ninety (90) days after June 30 and December 31 of each calendar year, and will pay such royalties, unless the Record Company uses a different accounting period, if any, (except for royalties deposited in foreign banks as aforesaid and less all Recoupable Costs) to Composer within said ninety (90) day period. Notwithstanding the foregoing, in the event the Record Company does not directly account to Composer hereunder, all statements and royalties, if any, hereunder shall be sent to Composer no later than sixty (60) days after receipt by Producer of an accounting by the Record Company. All royalty statements and other accounts rendered hereunder shall be binding upon Composer and not subject to any objection for any reason, unless such objection is made in writing stating the basis thereof, and delivered to Producer and the Record Company within one (1) year from the date of such statement, and unless suit is instituted within one (1) year after the date upon which the Record Company notifies Composer that it denies the validity of the objection.