



EXCLUSIVE PRODUCTION AND PUBLISHING AGREEMENT

THIS EXCLUSIVE PRODUCTION AND PUBLISHING AGREEMENT (the "**Agreement**") is made as of _____ (the "**Effective Date**") between **InStyle Music Inc.** ("**InStyle**") and _____ ("**Composer**") (InStyle and Composer are each a Party and collectively, the Parties) in connection with musical services to be rendered by Composer to InStyle. In consideration of \$5.00, and the conditions contained herein, the receipt and sufficiency of such consideration acknowledged by the Parties, the Parties agree as follows:

1. **COMPOSER'S SERVICES**

1.1 During the Term (as defined below) hereunder, Composer shall write and compose certain musical compositions, arrangements and other musical materials (the "**Compositions**") and perform, record, mix, and produce certain original sound recordings (the "**Masters**") (the Compositions and the Masters being sometimes collectively referred to herein as the "**Works**"). Composer shall render services hereunder during the Term on a non-exclusive basis.

2. **TERM**

2.1 The term of this Agreement (the "**Term**") will begin on the Effective Date and will continue thereafter until terminated by either Party on 30 days' written notice. (**NOTE: Termination of composer's services does not revert rights of the music signed during the term**)

2.2 InStyle shall retain any rights granted to it hereunder in perpetuity (the "**Retention Period**"). For clarity, it is agreed that InStyle may enter into individual licenses for the Works in the Territory, including but not limited to blanket licenses, which exceed the Term, at any time during the Retention Period. For certainty, all terms herein, including but not limited to all covenants, representations and warranties, shall remain in effect for the Retention Period.

3. **LIBRARY**

3.1 The "**Library**" shall be comprised of the Works, including all variations and derivatives thereof, and all musical compositions and sound recordings that are added to the Library by mutual agreement of the Parties from time to time during the Term, to the extent of Composer's ownership thereof, a listing of which shall be appended to Schedule "B", and which Schedule may amended from time to time. In the event a Work is added to the Library, InStyle shall send Composer an updated Schedule "B" for Composer's approval, which shall be deemed given if InStyle receives no response within five (5) days of InStyle's delivery of the updated Schedule (email to suffice).

4. **PRODUCTION COSTS / COMPENSATION**

4.1 Composer shall pay for all costs associated with production of the Works, including but not limited to all composing, arranging, orchestration, recording, mixing and mastering costs associated with producing first rate, quality production music cues.

4.2 Notwithstanding the foregoing, in the event InStyle undertakes further production, mixing, mastering, or otherwise editing of the Works, the costs with such further work shall be solely InStyle's responsibility.

5. **GRANT OF RIGHTS**

5.1 Composer hereby assigns, transfers, and delivers to InStyle One Hundred Percent (100%) of the copyright and all associated worldwide rights now known or hereinafter existing throughout the Territory in and to the

Works, for the full period of copyright protection throughout the Territory. All rights in and to the Works shall be owned and controlled by InStyle as the sole author and owner thereof. Subject only to the rights granted to the Collectives as provided herein, InStyle shall have the sole and exclusive right throughout the world to publish, sell, exploit, use, reproduce, distribute, perform, and otherwise dispose of the Works, and any of them, and all rights therein, by any methods now or hereafter known, or to refrain from doing any of the foregoing acts, and to retain any and all benefits, revenues, money or income accruing therefrom. Without limiting the generality of the foregoing, InStyle's rights shall include the exclusive rights to:

- 5.1.1 Reproduce copies of the Compositions; to authorize the reproduction of the Compositions in all formats and in any media now or hereafter known, including but not limited to in the form of phonograph records, compact discs, audio cassette tapes and electronic downloads; to prepare or cause the preparation of derivative works in dramatic or dramatico-musical works based on the Compositions; to distribute copies of the Compositions to the public by sale, rental, lease, loan or otherwise; to publicly perform and to cause or authorize the public performances of the Compositions; to display and to cause or authorize the display of the Compositions to the public by all means now known or to become known in the future; to adapt, change, add lyrics to or otherwise modify the Compositions in any manner; and any and all rights in and to the Compositions, whether now known or to become known in the future; to permit others to use the Compositions in timed synchronization with visual images; and the sole and exclusive right to convey or sublicense any of InStyle's rights hereunder in whole or in part to third parties; and
- 5.1.2 Reproduce the Masters and the performances embodied thereon in all formats and in any media now or hereafter known; to distribute reproductions of the Masters and their performances embodied thereon in any manner whatsoever; to perform records derived from the Masters publicly and to permit the public performance thereof by any method now or hereafter known; to permit others to use the Masters in timed synchronization with visual images; and to convey or sublicense any of InStyle's rights hereunder in whole or in part to third parties.
- 5.2 Composer hereby warrants and represents that Composer shall own and control One Hundred Percent (100%) of any Work hereunder, such that Composer shall be fully empowered and authorized to assign One Hundred Percent (100%) of all such interests to InStyle in accordance with the terms hereof.
- 5.3 Composer shall execute and deliver to InStyle, a letter of assignment in respect of each Work in the form of Exhibit "A" hereto, and a letter of notification in the form of Exhibit "B" hereto, and such other documents as InStyle may reasonably request to carry out the purposes of this Agreement, and if the Composer fails to do so within ten (10) business days following InStyle's written request therefor, InStyle may execute such documents in the Composer's name.
- 5.4 Recording Costs: Composer represents and warrants that Composer has paid all costs incurred with respect to the production and exploitation of the Works, including all amounts that may be due to Composer or any third parties that have rendered services in connection with the Works pursuant to any applicable union or guild or other collective bargaining agreement(s). Composer agrees that to the extent the services rendered with respect to the Works are subject to the jurisdiction of any guild, union or labor organization, Composer shall be responsible for any associated costs. Composer represents and warrants that Composer owns all rights in and to the Works hereunder, and that Composer has fully executed agreements with all third parties involved with the composition and production of the Works setting out that Composer owns all such rights.
- 5.5 Name and Likeness Rights: Composer hereby irrevocably and without limitation grants InStyle the right to and to permit others to use names, likenesses, photographs and/or biographical materials of Composer in connection with the exercise by InStyle of all rights granted to it pursuant to this Agreement. Upon execution of this Agreement, Composer agrees to provide InStyle with copy of Composer's updated and current biographical materials, as well as copies of any current professional photographs.
- 5.6 Waiver of Moral Rights: Composer hereby irrevocably and without limitation and throughout the universe waives in favour of InStyle and InStyle's assigns, successors and licensees any and all moral and like rights Composer may have in and to the Works or any photographs, biographical materials or other materials or works of any kind provided by Composer hereunder.
- 5.7 No Warranty: InStyle makes no warranty or representation with respect to its ability to exploit the Library, nor to the amount, frequency, or value of any licenses that InStyle may grant pursuant to this Agreement, provided however that InStyle shall use commercially reasonable efforts to exploit the Library as intended in this Agreement.
- 5.8 Power of Attorney: Composer hereby irrevocably constitutes and appoints InStyle, during the Retention Period and solely in connection with the Administration Rights, as Composer's true and lawful agent and attorney in fact, coupled with an interest and with full power of substitution and delegation, to make, execute

and deliver any and all documents, instruments and writings, in Composer's and/or InStyle's name and to take any other action in Composer's and/or InStyle's name which are necessary to carry out the limited purposes of licensing and marketing the Library of this Agreement, including: (a) to collect Gross Income heretofore accrued and unpaid and hereafter accruing during the Retention Period, and to receive all accounting and royalty statements in connection with the foregoing; and to execute and deliver receipts for any and all such collections if necessary to do so; (b) to endorse all cheques and drafts received by InStyle with respect to the Library, and to deposit all such cheques, drafts and other receipts in the account of InStyle for the ultimate proportionate distribution to Composer in accordance with the terms of this Agreement; and (c) to execute and deliver receipts for the same, and to endorse and deposit cheques and drafts and all other receipts in connection with the foregoing in such account of InStyle for ultimate proportionate distribution to Composer in accordance with the terms of this Agreement.

6. ROYALTIES

- 6.1 Subject to the terms herein, InStyle shall credit to Composer's account royalties (the "Royalties") equal to fifty percent (50%) of all Net Receipts. "**Net Receipts**" shall mean Gross Receipts less all costs incurred by InStyle in respect of the use or exploitation of the Works, including, the following costs: (a) royalties, fees or other amounts payable to or retained by any third parties, including, without limitation, sales agent, distributor or sub-distributor, sub-publisher, collection agent or administrator fees or commissions, transaction processing fees, credit card transaction fees, electronic commerce processing fees or Internet referral fees (such as fees payable to any third party who, through such party's website, email or other means, refers customers to InStyle; (b) third party out-of-pocket costs of collecting Gross Receipts with respect to the Works, if any; (c) costs related to any claim or suit by or against InStyle, including reasonable legal fees and expenses, in respect of the Works; (d) sales and withholding taxes; (e) costs of enforcement of rights. "**Gross Receipts**" shall mean all Gross Income, and all license fees, royalties, monies, payments and all other compensation and advances attributable to the Works, including, without limitation, mechanical royalties, synchronization fees, all monies derived from synchronization, master-use, performance, or other licensing and exploitation of the Works in connection with the exercise of InStyle's rights hereunder, earned and actually received by InStyle or credited to InStyle's account against a third party advance, but specifically excluding the so called "publisher share" of public performance fees. Calculation of Gross Receipts shall be "at source" in the territory where the Gross Receipts is derived and less (where applicable): (a) standard non-voluntary commissions and collection fees actually retained by Collectives; (b) VAT, sales, consumption and any other similar taxes actually deducted in each territory; and (c) third party sub-licensee and sub-publisher fees.
- 6.2 All performance royalties accruing in the Territory shall be accounted as follows: (a) One Hundred Percent (100%) of the writer's share royalty shall be collected by the applicable composers and authors directly from their performing rights societies; and (b) One Hundred Percent (100%) of the publisher's share shall be collected and retained by InStyle and shall not be included in Gross Receipts hereunder.
- 6.3 For avoidance of doubt, in the event that a licensee, a broadcaster, or other such entity facilitating the public performance and/or exhibition of a Work does not hold valid performance rights license, InStyle shall have the right to issue a direct performance license, and the license fees collected by InStyle in connection therewith shall be included in Gross Receipts hereunder.
- 6.4 Payments received by the Composer: Any direct or indirect payments to the Composer under this Section with respect to the Works, which InStyle is entitled to collect hereunder, shall be immediately reported and turned over to InStyle for accounting under this Section within ten (10) business days of the Composer's receipt thereof.
- 6.5 Overpayment: If InStyle makes any overpayment of Royalties to the Composer, the Composer will immediately reimburse InStyle for such overpayment within ten (10) business days. In the event the Composer fails to immediately reimburse InStyle, InStyle may deduct such overpayment from any Royalties due or becoming due to the Composer and the statement for the applicable period shall show such reconciliation.
- 6.6 Royalty Payment Obligations: The amounts provided as payable to the Composer by InStyle as Royalties hereunder are inclusive of all fees and royalties becoming due to Composer, including without limitation all fees and royalties for Composer as a writer, composer, producer, artist and/or performer of the Works (other than the so-called "writer's share" of public performance income). InStyle shall have no obligation to account for or to pay any royalties, fees or compensation of any kind, if any, to Composer otherwise, nor to any third party contributors of the Works, and such accounting and payments shall be the sole and exclusive obligation of the Composer.
- 6.7 Taxes: All Royalties payable hereunder to the Composer shall be subject to any taxes, withholding or foreign restrictions applicable to royalties remitted by or received from foreign sources, including any withholding which

may be required by the rules and regulations of any taxing authority having jurisdiction. In the event that any licensees or sub-publishers deduct any taxes from its payments to InStyle, InStyle may deduct a proportionate amount of those taxes from the Composer's Royalties hereunder. Upon the Composer's written request, InStyle shall provide the Composer with reasonable documentation substantiating any such tax deductions.

- 6.8 Royalty-free Copies: InStyle shall not be required to pay any royalties or other amounts with respect to professional or complimentary printed copies of the Works, or copies of recordings of the Compositions (including the Masters) which are distributed gratuitously for advertising or promotional purposes, or sold at or below cost.
- 6.9 Statements and Payment: InStyle shall deliver to Composer a statement of all Net Receipts and all amounts due to Composer, on at least a semi-annual basis, together with payment of all such amounts, if any, due to Composer for the reporting period in question. For each reported period, InStyle shall render its statements and make payment to Composer for amounts due to Composer within 60 days following the end of the applicable reporting period. Notwithstanding the foregoing, InStyle shall not be required to render a statement to Composer for any reporting period in respect to which Composer is not entitled to receive any Net Receipts. If total payable to Composer is less than \$50 CAD in any reporting period, InStyle shall have the right to withhold the amount payable to Composer until the next reporting period in which the balance is greater than \$50 CAD before payment is made.
- 6.9.1 If Composer has any objections to a statement rendered by InStyle hereunder, Composer shall give InStyle specific notice of that objection and Composer's reasons therefor within two (2) years after Composer's deemed receipt of that statement under Section 6.9 herein. Each statement shall become conclusively binding on Composer at the end of that two (2) year period and Composer shall no longer have any right to make any other objections to the statements. Composer shall not have the right to take any legal action against InStyle in connection with any statement or accounting or to take any such action InStyle for Royalties derived from exploitation of Works during the period covered by such statement, unless Composer commences a formal legal action within that two (2) year period.

7. REPRESENTATIONS, WARRANTIES AND INDEMNITIES

7.1 Composer represents and warrants that:

- 7.1.1 The title, music and lyrics of the Compositions are owned and controlled solely by the Composer;
- 7.1.2 the Masters are owned and controlled solely by the Composer;
- 7.1.3 the Works are new and original in their entirety and contain no samples;
- 7.1.4 the Works do not infringe upon the copyright, moral rights, or any other rights of any person, nor are any of them, defamatory or unlawful in any way;
- 7.1.5 no third party has or has had claims or has claimed any right, title or interest in or to any of the Works or any part thereof, and there is no suit, claim, action or other proceeding involving the Works now pending or threatened;
- 7.1.6 the administration, control, use and exploitation of the Works by InStyle in accordance with this Agreement will not contravene the provisions of any agreement to which the Composer may be a party;
- 7.1.7 there are no advances made by any third parties which are recoupable from income derived from any use of the Works and the Composer is entitled to be paid and to collect on all such income (including both the publisher and writer share but excluding any writer share of performance income paid directly by the applicable Collective to such writer) from the date hereof;
- 7.1.8 except as previously disclosed to InStyle in writing, none of the Works are subject to any "controlled composition" clause or other agreement which purports to fix the compensation payable with respect to any uses of the Works;
- 7.1.9 Composer is (or will become) and shall remain a member in good standing of a Performing Rights Society;
- 7.1.10 Composer has the full authority and power to enter into this Agreement, and to grant all rights granted by Composer hereunder and Composer has not granted and will not grant to any third party any rights or interests in respect of the Works which conflict with the provisions of this Agreement or which limit or interfere with the full exercise by InStyle of all its rights hereunder;
- 7.1.11 Composer has not and will not encumber the Works in any manner which limits or conflicts with the full exercise by InStyle of all its rights hereunder;
- 7.1.12 Composer is the sole owner of all rights in the Works, including, without limitation, all copyright and performer's rights;
- 7.1.13 Composer has the right, on Composer's behalf and on behalf of all third parties who participated in or provided services in connection with the making of the Masters, to license the Masters to InStyle and to grant to InStyle the rights to use and exploit the Masters as contemplated in the Agreement and no

consents, approvals, or permissions of any such third parties or any other third parties are required in respect to the foregoing; and

7.1.14 except for the payments required to be paid to Composer hereunder, InStyle shall not, in connection with its acquisition of rights to the Masters hereunder or in connection with its use or exploitation of the Masters as contemplated herein, be required to make any payments of any nature or kind to any producers, mixers, engineers, performers or other third parties who participated in providing services in connection with the making of the Masters or to any other third party. In the event that such payments are or may become payable, Composer shall pay the same in full, promptly when due.

7.2 **Indemnity:** The Composer shall at all times indemnify and hold harmless InStyle and any licensee of InStyle from and against any and all claims, damages, demands, liabilities, costs and expenses, including legal expenses and reasonable counsel fees, arising out of any breach or alleged breach of any warranty, representation, covenant or agreement made by the Composer in this Agreement or any other act or omission by the Composer in derogation of the representations, warranties, covenants or agreements made in favour of InStyle herein. Such indemnity shall also extend to reasonable counsel fees and court costs incurred in connection with any claim, action or proceeding brought by InStyle. InStyle shall use its best efforts to notify the Composer of any action commenced on such a claim within thirty (30) days of the date InStyle receives written notice of thereof. The Composer may participate in the defense of any such claim through counsel of the Composer's selection at the Composer's own expense, but InStyle shall have the right at all times, in InStyle's sole discretion, to retain or resume control of the conduct of the defense. Pending the resolution of any claim, action or proceeding covered by this indemnity, InStyle shall have the right to withhold from Royalties otherwise becoming due to the Composer hereunder an amount reasonably related to the scope of the Composer's indemnity with respect thereto, unless (and to the extent that) the Composer shall provide InStyle with a commercial surety bond issued by a company, and in a form, reasonably satisfactory to InStyle. If no formal action or other proceeding for recovery on such a claim has been commenced within one year after its assertion and no settlement discussions are pending, InStyle shall not continue to withhold Royalties in connection therewith under this Section.

8. CANCELLATION / CONCLUSION

8.1 **Cure Period:** If either Party shall be in breach, in any material respect, of any of its obligations hereunder, the non-breaching party shall be required to issue written notice stating the nature of the breach, allowing the breaching Party thirty (30) days to cure. Failure by the breaching Party to cure the breach within thirty (30) days following receipt of written notice from the non-breaching Party, then this Agreement may be cancelled by the non-breaching Party prior to the conclusion or termination of the Term, upon issuance of written notice to the breaching Party, and such cancellation shall become effective five (5) business days after such notice is served. Any such right of cancellation shall be in addition to and shall not prejudice any other rights or claims that the non-breaching Party may have against the breaching Party. Notwithstanding the foregoing, InStyle's Administration Rights may only be cancelled in relation to an uncured breach of obligations relating to the exercise of the Administration Rights, including the reporting and remittance obligations related thereto.

8.2 **Survive Termination:** The agreements, representations, warranties, covenants and indemnifications set forth herein shall be effective and shall apply throughout the Term and shall survive the termination or expiration of the Term or the Retention Period, as applicable, unless otherwise expressly limited in time herein.

9. NOTICES

9.1 **Notices.** Any demand, notice, statement or other communication (a "**Communication**") required or permitted to be given in connection with this Agreement shall be given in writing and may be given by personal delivery, by registered or regular mail addressed to the following addresses:

For Composer:

InStyle Music Inc.
PO Box 24002
North Bay ON, P1B 0C7
Canada

For InStyle:

Or at such address as may be designated by notice by any party to the other in accordance with this Section. Any Communication given by personal delivery shall be conclusively deemed to have been given on the day of its

delivery and, if given by mail, on the 5th day following its deposit in the mail.

10. MISCELLANEOUS

- 10.1 **No Obligation to Exploit**: Notwithstanding anything else in this Agreement, InStyle is not obligated to publish or exploit any of the Works. The parties Acknowledge that InStyle has the right to administer and publish compositions and masters other than the Works.
- 10.2 **Entire Agreement**: This Agreement contains the entire understanding of the parties relating to the subject matter hereof and cannot be changed or terminated except by a written instrument signed by the parties. Any and all Schedules and Exhibits attached hereto together with this Agreement shall be taken together to constitute the agreement among the parties.
- 10.3 **Assignment**: InStyle shall have the right to assign this Agreement to any third party without consent of Composer. InStyle may enter into sub-publishing or collection agreements with, and license or assign this Agreement and any of its rights and obligations under this Agreement to, any third party. Composer shall not have the right to assign this Agreement or any rights or obligations under this Agreement to any third party. This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns.
- 10.4 **Remedies**: A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.
- 10.5 **Survival**: All obligations under this Agreement which expressly or by their nature survive the termination or expiration of this Agreement shall continue in full force and effect after and notwithstanding the termination or expiration of this Agreement until such obligations are satisfied in full or by their terms expire.
- 10.6 **Further Instruments**: Each Party shall execute and deliver to the other Party and to third Parties such other and further instruments and correspondence as shall be reasonably required to effectuate the intent and purpose of this Agreement.
- 10.7 **Currency**: Unless otherwise indicated, all dollar amounts referred to in this Agreement shall be deemed to refer to Canadian dollars.
- 10.8 **Governing Law**: The validity, interpretation and legal effect of this Agreement shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. The parties hereto hereby attorn to the jurisdiction of the courts of Ontario. Any process in any such action or proceeding may, among other methods, be served by delivering it or mailing it, by registered or certified mail, directed to the address first above written or such other address as may be designated pursuant to this Agreement.
- 10.9 **Relationship**: In entering into this Agreement, the parties shall have the status of independent contractors and nothing herein shall contemplate, constitute or deem the relationship among the parties to be a partnership or joint venture. This Agreement and its effect on the Parties is limited strictly to the production and marketing of the Library, and equal but separate ownership shares in and to that Library, its income derived from licensing, and its publishing. No other Person is intended to be a third-party beneficiary hereof.
- 10.10 **Binding Agreement**: This Agreement shall be binding on the parties hereto and shall enure to the benefit of their respective successors and assigns. This Agreement shall not become effective until executed by all parties hereto.
- 10.11 **Invalid Provisions**: If any clause, sentence, section, part, or provision hereof or the application thereof to any party shall for any reason be declared by a court of competent jurisdiction to be invalid, the remainder hereof shall continue in full force and effect; and the parties shall negotiate in good faith an enforceable replacement for such invalid provision which carries out the intention of the parties.
- 10.12 **Interpretation**: In this Agreement, words in the singular include the plural and vice-versa. References to an Article, section, subsection or Schedule refer to the applicable article, section, subsection or schedule of this Agreement. Captions or section headings are used herein for convenience of reference only and shall not constitute a part of this Agreement and shall not be utilized or referred to in the construction or interpretation of this Agreement.

- 10.13 Confidentiality: The Parties shall not disclose to any third party (other than through press releases approved by both Parties in writing), any information with respect to the financial terms and provisions of this Agreement except: (a) to the extent necessary to comply with any law (including the making of any required filings or recordings) or the valid order of a court of competent jurisdiction, in which event the party making such disclosure shall seek confidential treatment of such information and notify the other party as soon as possible of the disclosure obligation; and (b) as part of its normal reporting or review procedure to its parent company or investors, its auditors and legal advisors.
- 10.14 Independent Legal Advice: The Composer understands and acknowledges that this Agreement is a valid and binding legal document which affects the legal and financial interests of the Composer. The Composer acknowledges that the Composer has had a reasonable opportunity to read this Agreement and that the Composer understands the terms and conditions set forth in this Agreement. The Composer hereby acknowledges that InStyle has advised the Composer to obtain independent legal advice in connection with the negotiation and execution of this Agreement and the Composer further acknowledges that it has either obtained such independent legal advice or has voluntarily and irrevocably waived its right to do so.
- 10.15 Counterparts: This Agreement may be executed in separate counterparts by the parties and each counterpart shall when executed and delivered be an original document, but all counterparts put together constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or transmitted electronically in either a tagged image format file ("**TIFF**") or portable document format ("**PDF**") shall be equally effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile, TIFF or PDF shall also deliver a manually executed counterpart of this Agreement, but failure to do so shall not affect the validity, enforceability, or binding effect of this Agreement.

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

InStyle Music Inc.

Per:

Pedro Costa, CEO

I have authority to bind the Company.

SCHEDULE "B"

- *A Schedule B will be sent to writer(s) as soon as music is added to the catalogue.
And the Schedule B will be updated and re-sent on an ongoing basis as new music is signed.*

EXHIBIT A
ASSIGNMENT

In accordance with the agreement dated as of _____ between _____ on the one hand; and InStyle Music Inc. on the other hand.

KNOWN ALL MEN BY THESE PRESENTS:

The undersigned:

Name: _____

Address: _____

hereinafter referred to as "Assignor" for good and valuable consideration now received, hereby sells and assigns unto:

Name: InStyle Music Inc. ("Assignee")

Address: PO Box 24002, North Bay ON, P1B 0C7, Canada

and its successors and assigns forever, an undivided 100% percent of Assignor's interest in the copyright(s) (including renewals, if applicable) in and to, and all of the right, title and interest of Assignor's interest in and to, the musical composition(s) and sound recording(s) as listed below which were written by the person(s) therein specified.

See, Schedule "B" (such schedule may be amended from time to time)

THIS INSTRUMENT is subject to all of the terms and conditions of the agreement dated as of _____ between Assignor and Assignee.

EXHIBIT B

In accordance with the Agreement dated as of _____ between _____ on the one hand; and InStyle Music Inc. on the other hand.

To: ALL RECORD MANUFACTURERS
LICENSED TO MECHANICALLY
REPRODUCE COMPOSITIONS
SPECIFIED HEREIN BELOW

To: SOCAN, ASCAP, BMI, SESAC

To: HARRY FOX AGENCY

To: ALL OTHER PARTIES IN
INTEREST

Please be advised that effective as of _____ I have granted to InStyle Music Inc., as administrator, its licensees and assigns, the exclusive right throughout the World in respect of compositions and sound recordings attached at Schedule "B" hereto (such schedule may be amended from time to time), in which the undersigned is the copyright proprietor:

1. to license and cause others to license the use of the compositions and sound recordings; and
2. to administer and grant rights in and to the compositions and sound recordings and the copyrights therein; and
3. to publish and sell sheet music and/or folios of the compositions and sound recordings if it so elects; and
4. to collect all monies payable with respect to the compositions and sound recordings, including monies earned but not paid prior to the effective date hereof; and
5. otherwise administer the compositions and sound recordings and the copyrights therein and to act as the publishers thereof.

This instrument is subject to all of the terms and conditions of the Agreement dated as of _____ between InStyle Music Inc., and the undersigned.

Very truly yours,
