



Non-Exclusive Writer Agreement

This Agreement is made as of _____, between:

InStyle Music Inc.
("InStyle")

and

("Composer")

In consideration of \$5.00, and the conditions contained herein, the receipt and sufficiency of such consideration acknowledged by the parties hereto, the parties hereto agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

In this Agreement:

- (1) **Compositions** means the musical composition(s) listed on Schedule "A" attached, to the extent of Composer's interest, which has/have been written by Composer. The parties hereto acknowledge and agree that Schedule "A" may be amended from time to time. In the event a Composition and/or Master is added to the Schedule, InStyle shall send Composer an updated Schedule "A" 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).
- (2) **Exploitation Period** has the meaning ascribed to such term in Section 7(2).

- (3) **Gross Receipts** means all license fees, royalties, monies, payments and all other compensation and advances attributable to the Assigned Works, including, without limitation, mechanical royalties, synchronization fees, all monies derived from synchronization, master-use, performance, or other licensing and exploitation of the Assigned 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.
- (4) **Initial Term** has the meaning ascribed to such term in Section 7(1).
- (5) **Masters** means the master recordings of the Compositions, to the extent of Composer's interest, as further described in Schedule "A" attached hereto.
- (6) **Net Receipts** means 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
- (7) **Performing Rights Society** means the Society of Authors, Composers and Music Publishers of Canada (SOCAN), the American Society of Composers, Authors and Publishers (ASCAP), Broadcast Music Incorporated (BMI), and any other affiliated performing rights society in the world.
- (8) **Renewal Term** has the meaning ascribed to such term in Section 7(1)
- (9) **Term** means the Initial Term and all Renewal Terms, collectively.
- (10) **Territory** means the world.
- (11) **Works** means the Compositions and the Masters.

SECTION 2 - GRANT OF RIGHTS

(1) **Rights in Compositions:** Composer hereby irrevocably grants InStyle, during the applicable Exploitation Period and throughout the Territory, the non-exclusive right and authority to, and to permit others to, print, publish, sell, dramatize, synchronize, publicly perform, record, reproduce, transmit or otherwise use or exploit the applicable Compositions (in whole or in part) by any and all means and in any and all media now or hereafter known, throughout the universe and for the term of copyright in the Compositions and all extensions and renewals thereof for the purpose of securing synchronization licenses including but not limited to film, television and commercials (hereinafter "Synchronization Uses"), and to collect all Gross Receipts. The Composer shall deliver the Compositions to InStyle for such exploitation and administration hereunder. For greater certainty, the rights granted to InStyle hereunder shall include without limitation, the non-exclusive right, without further authorization from the Composer, to:

- (a) make or cause to be made masters, records, transcriptions, soundtracks, pressings, re-recordings and any other mechanical, electronic or other reproductions of the Compositions, in whole or in part, including the right to synchronize the same with sound motion pictures, and the right to manufacture, advertise, license or sell such reproductions for any and all purposes, including without limitation private performances and public performances, radio broadcast, television, sound motion pictures, wired radio, phonograph records, and any and all other means or devices whether now known or which may hereafter come to existence, and to collect fees and royalties becoming due to respect thereto;
- (b) administer, control, market, exploit, grant and to authorize others to administer, control, market, exploit and grant non-exclusive worldwide licenses authorizing the dubbing/synchronization and reproduction of Works in all kinds of audio-visual productions in any and all media, including, but not limited to, motion picture films, television films, soundtracks, commercials, home video products, VHS, DVD, CD-ROMs and radio transcriptions, provided all such audio-visual products are produced in the Territory and all such licenses are issued in the Territory;
- (c) use and license the Works for use on websites originating from the Territory provided that no audio-only downloads may be permitted by said websites, other than downloads accessible by a licensee to facilitate such licensee's authorized use of the Works and/or downloads used as accompaniment for additional content synchronized thereto;
- (d) grant non-exclusive worldwide licenses covering the use and mechanical reproduction of Works for non-retail audio CD compilations to facilitate promotion and delivery of the Works to potential licensees, provided InStyle shall not grant

any licenses covering the use of the Works in albums (e.g. CDs or vinyl) for commercial release;

- (e) grant non-exclusive licenses in the Territory covering the use and mechanical reproduction of Assigned Works in audio-only compilations for commercial, retail release in any and all media, including, but not limited to CD, digital downloads and electronic albums;
- (f) copy and reproduce the Works, in whole or in part, and make available and deliver to third parties copies of the Works, pursuant to any licenses granted in accordance herewith, in any digital or analog file format, including, without limitation, WAV, AIFF, and MP3 files, and in any medium or manner, including CD, DVD, DAT, diskette, hard disc drive, email attachment and or elective or automatic website download. InStyle and third party licensees shall have the right to edit, alter or modify the Assigned Works in whole or in part (each resulting Assigned Work being an "Edited Work") solely in connection with the exercise of rights granted in a Synchronization License and provided the third party licensees shall acquire no copyright interest in any Edited Work, all right, title and interest in and to the Assigned Work shall remain as set out in this Agreement and any use of the Edited Work shall be registered and reported with Collectives and InStyle as if the Assigned Work was used;
- (g) solicit and grant Synchronization Licenses for use of the Works, using whatever means, methods or mechanisms it chooses, including in combination with other InStyle products or services, and seeking or charging such license fees as InStyle deems appropriate, without limitation or restriction;
- (h) license and cause the applicable performing, mechanical and reproduction rights societies, collectives or agencies (e.g. HFA, ASCAP, BMI, SESAC, CMRRA, SOCAN, SODRAC, Re-Sound, etc.) (collectively the "Collectives") to license the exploitation of the Assigned Works, including the right to license broadcast and other public performances and sound synchronization in audiovisual works;
- (i) collect all Gross Receipts, whenever such amounts were earned, including all Gross Receipts due prior to the date hereof and not previously collected, and all Gross Receipts payable to the Composer with respect to the Assigned Works by the applicable Collectives (but excluding any so-called "writer's share" of public performance or performing income). If a Collective in any part of the Territory does not license any particular public performance use of an Assigned Work, InStyle may license such use directly and all income (with the exception of any so-called "writer's share" of such performance income) received by InStyle in connection with such licenses shall be deemed Gross Receipts subject to the terms hereof;

- (j) collect all Gross Receipts in connection with private copying levies; blank tape levies, broadcast mechanical royalties, so-called 'pod-casting' rights, internet, mobile, wireless, online and/or other digital media, download, tethered download, cable, video-on-demand, subscription video-on-demand, secondary use and any new rights (in any and all media, methods or modes of communication or transmission now known or hereafter devised) or any other sources.
- (k) bring or defend any third party action filed in a court of competent jurisdiction in connection with the Works and settle any third party claim in respect of the Works; and
- (l) license any of the foregoing rights to any third party.

(2) **Rights in Masters.** In addition, Composer hereby irrevocably and without limitation grants and assigns to InStyle, during the applicable Exploitation Period, the non-exclusive right throughout the Territory to use, exploit, and otherwise deal in and for the Masters for the purpose of securing Synchronization Uses, and to collect all Gross Receipts. The Composer shall deliver the Masters to InStyle for such exploitation and administration hereunder. For greater certainty and without limitation, the non-exclusive right, without further authorization from Composer, to and to authorize others to:

- (a) manufacture, reproduce, sell, lease, perform, publicize, transmit, promote, advertise, license and/or distribute one or more soundtrack records, compilation records or other records (including both audio only and audio-visual records) of any kind or length embodying any or all of the Masters, by any and all means and in any and all formats and configurations and in any and all media and fields of use now and hereafter known, including, without limitations, by means of retail sale, internet sales or electronic distribution;
- (b) use and perform the Masters (or portions thereof) in timed relation with motion pictures, television programs, advertisements, trailers, "music videos", and any other audiovisual works for exploitation in any and all media now known or hereafter devised; and
- (c) edit modify, add to, dub, reproduce and or remix the Masters and/or combine all or any portion of the Masters with other works.

(3) **Assigned Works:**

- (a) Composer hereby assigns, transfers, and delivers to InStyle One Hundred Percent (100%) of the Composer's interest in the copyright and all associated worldwide rights now known or hereinafter existing throughout the Territory in and to any Assigned Work.

(b) An "Assigned Work" shall be defined as a Work for which a synchronization license is secured during the Term. A synchronization license shall be deemed "secured" if (A) InStyle has issued a bona-fide, arm's-length synchronization license during the Term; or (B) InStyle has secured a "hold," defined for purposes of this Agreement as a third-party request during the Term to secure a synchronization license, provided that such hold shall result in a fully executed synchronization license within One (1) year of the hold.

(4) The Composer shall execute and deliver to InStyle 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) The Composer hereby irrevocably constitutes and appoints InStyle, during the Term, as the 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 InStyle's and/or the Composer's name and to take any other action in InStyle's and/or the Composer's name which in the reasonable judgment and discretion of InStyle is necessary to carry out the purposes of this Agreement, including the following: (a) to collect Gross Receipts heretofore accrued and unpaid and hereafter accruing, 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; (c) to endorse all cheques and drafts received by InStyle with respect to the Works, and to deposit all such cheques, drafts and other receipts in the account of InStyle; and (d) 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. InStyle shall furthermore have the right, power and authority to execute any and all other or additional documents, instruments or other writings that InStyle reasonably deems necessary to carry out any of the foregoing acts in the name of and for the benefit of the Composer.

(6) To the extent that any royalties, fees, monies, payments, advances or other compensation with respect to the Assigned Works (other than any so-called "writer's share" of public performance or performing income) whenever and wherever earned is received by Composer during the Term, the Composer shall hold such amounts (the "Remittance Amounts") in trust and for the sole benefit of InStyle and pay the Remittance Amounts, without deduction or reduction of any kind, to InStyle within ten (10) days of Composer's receipt thereof. InStyle shall have the right twice per year, upon at least thirty (30) days written notice to the Composer, during normal business hours, to audit the books, records and other relevant documents of the Composer in respect of the Remittance Amounts.

(7) **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.

(8) **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.

(9) **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.

(10) **Tracking.** In order to differentiate uses of the Works under this Agreement from those of any other agreements entered into by Composer, InStyle shall re-title the Assigned Works and shall have the right to register the re-titled Compositions with SOCAN and/or any other Performing Rights Society. The inclusion of such identifier will in no way effect Composer's right to collect any other income due to Composer from uses of the Works not secured by InStyle.

SECTION 3 - ALLOCATION OF REVENUES

- (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.
- (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.
- (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 an Assigned 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.

- (4) **Payments received by the Composer.** Any direct or indirect payments to the Composer under this Section with respect to the Assigned 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.
- (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) **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 all contributors to the Assigned Works, including without limitation all writers, composers, producers, artists and/or performers of the Assigned Works (collectively, the "Contributors") (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 the Contributors of the Assigned Works and such accounting and payments shall be the sole and exclusive obligation of the Composer.
- (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.
- (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.
- (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.

SECTION 4 - REPRESENTATION AND WARRANTIES

Composer represents and warrants that:

- (a) The title, music and lyrics of the Compositions were written and composed solely by the Composer;
- (b) The Masters are owned and controlled solely by the Composer;
- (c) the Compositions and Masters are new and original in their entirety and contain no samples;
- (d) 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;
- (e) 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;
- (f) 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.
- (g) 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.
- (h) 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.

- (i) Composer is (or will become) and shall remain a member in good standing of a Performing Rights Society;
- (j) 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;
- (k) 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;
- (l) Composer is the sole owner of all rights in the Works, including, without limitation, all copyright and performer's rights;
- (m) 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
- (n) 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.

SECTION 5 - INDEMNITY

- (a) 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.

SECTION 6 - CLAIMS

- (1) InStyle shall have the right, but not the obligation, to take such action as it deems necessary, in the name of any or all of the parties to this Agreement, against any third party to protect the rights and interest acquired by InStyle under the Agreement. Composer shall, at InStyle's request, co-operate fully with InStyle in any controversy which may arise or litigation which may be brought concerning InStyle's rights and interests acquired under this Agreement. For greater certainty, InStyle shall have the right to settle, compromise or in any other manner dispose of any matter, claim, action or proceeding and to satisfy any judgement that may be rendered in any manner as InStyle in its sole discretion may determine.
- (2) Any legal action brought by InStyle against any alleged infringer of the Works shall be initiated and prosecuted by InStyle, and if there is any recovery made by InStyle as a result thereof, after deduction of the expenses of litigation, including but not limited to legal fees and court costs, a sum equal to 50% of such net proceeds shall be paid to Composer.
- (3) If a claim is presented against InStyle with respect to any Composition or Master, InStyle shall have the right, until the claim has been fully adjudicated or settled, to withhold any and all amounts that may be or become due with respect to the Composition or Master which is the subject of the claim. Such withholding shall continue until the final resolution or settlement of any such claim.

SECTION 7 - TERM AND TERMINATION

- (1) The Term of the Agreement (the “**Term**”) shall commence upon the date hereof and shall continue for a period of three years, and shall automatically extend to be coterminous with the Exploitation Periods.
- (2) The exploitation period for each Work (each an “**Exploitation Period**”, collectively the “**Exploitation Periods**”) shall be for an initial period (the “**Initial Exploitation Period**”) commencing on the date the applicable Work is added to Schedule “A”, and shall continue for a period of three years. Such Exploitation Period shall automatically extend for consecutive periods of one year (each a “**Renewal Exploitation Period**”) unless either InStyle or Composer notifies the other party of its intention not to renew the Exploitation Period for the applicable Work within 60 days of the end of the then-current Initial Exploitation Period or Renewal Exploitation Period, as applicable.
- (3) Upon the expiration or termination of the applicable Exploitation Period for any reason, all rights of any nature or kind in and to the applicable Works shall revert to Composer, provided, however, that:
 - (a) all use or exploitation agreements with respect to the Assigned Works which are entered into by InStyle or its licensees during the applicable Exploitation Period and which continue beyond the Term (collectively, “**Exploitation Agreements**”) shall continue in full force and effect until their natural expiry and Composer agrees to comply with all such provisions of such agreements; and
 - (b) InStyle shall retain the right in perpetuity to collect any and all Gross Receipts with respect to the Assigned Works which are earned (but not collected) during the applicable Exploitation Period or which are earned after such Exploitation Period from Exploitation Agreements or from uses or exploitations of the Assigned Works which are first initiated by InStyle or its licensees during the Exploitation Period but continue following the Exploitation Period, provided that InStyle shall continue responsible for accounting and making payment to Composer for Composer’s applicable share of any gross monies in accordance with the provisions of the Agreement (By way of example and without limitation to the foregoing, in the event that InStyle licenses a Composition and/or Master for use in a television movie, InStyle shall be entitled in perpetuity to collect all synchronization fees, royalties or other amounts which are earned from the use of the Composition and/or Master in connection with the television movie).

SECTION 8 - GENERAL

- (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:

For InStyle:

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

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.

- (2) **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.
- (3) **Survival.** All representations, warranties, indemnities, grants of rights and waivers shall survive any termination of this Agreement.
- (4) **Entire Agreement.** This Agreement sets forth the entire agreement of the parties with respect to the Works and supersedes any and all prior agreements, negotiations, representations and understandings between any or all of the parties. No modification of this Agreement shall be effective unless made by a written document signed by all of the parties affected by such modification.
- (5) **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.
- (6) **Further Assurances.** Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement including, without limitation, any documents that InStyle considers necessary or desirable in connection with the payment to InStyle of publisher's share of the performing rights and retransmission revenues directly from any Performing Rights Society.

(7) **Breach of Agreement and Termination.** Either party may terminate this Agreement should the other party breach any of its material terms hereunder and fails to remedy any such breach within thirty (30) days of receiving notice of such breach. As a condition precedent to any assertion by any party hereunder of any default or breach under this Agreement, or of any warranty, representation or covenant contained herein, the non-defaulting party shall first notify the other, reciting the nature of such default or breach and the specific facts upon which such claim is based. The party allegedly in default shall have a period of thirty (30) days from receipt of such notice within which to cure such breach or default. During such (30) day period, no default or breach of this Agreement shall be deemed to be incurable.

(8) **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.

(9) **Additional Compositions or Recordings.** Upon mutual agreement of the parties, additional compositions and/or master recordings may be included as Works under this Agreement.

(10) **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.

(11) **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of Ontario and the laws of Canada applicable therein, and the parties irrevocably attorn to the jurisdiction of the courts of Ontario, Canada.

SECTION 9 - DECLARATION, AND SIGNATURES

Declaration

I, _____, declare that:

- I fully own my share of the rights of the compositions/recordings that I will be submitting.
- I have not used and will not use any unauthorized samples in compositions/recordings.
 - I will notify InStyle of any samples used.
- I have not, and will not make any exclusive deals with compositions/recordings being signed to InStyle during the term of this agreement.
- I have not, and will not make any publishing admin deals for the compositions/recordings I sign with InStyle during the term of this agreement.

The parties that have executed this Agreement:

InStyle Music Inc.

By:

Pedro Costa, CEO

SCHEDULE "A"
Works

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

FOR REVIEW