

GENERAL PROXY PRODUCTION/DISTRIBUTION/PROMOTION AGREEMENT

AGREEMENT made this ___th day of _____, 200_ by and between
_____(Client)_____ (hereinafter referred to as the "Client") and _____
(hereinafter referred to as the Company).

Client and Company hereby accepts such agreement for services under the terms and conditions
as herein provided and any riders to this Agreement.

ARTIST: _____

RECORD TITLES: 1: _____

RECORD LABEL: _____ RECORD NO: _____

COMPOSER(S): A: _____

PUBLISHER(S): A: _____

PRODUCER(S): _____

It is agreed that the following services will be provided by Company for said Client:

Recording Sessions: _____

Record Pressing: _____

Radio Service: _____

Promotion: _____

Resale Distribution: _____

Company will service major and independent distributors and one-stops. Company will pay for all commercial pressing costs. Following recoupment of all commercial pressing costs, Company will pay ____ (XX%) PERCENT of all gross wholesale receipts and ____ (XX%) PERCENT of all gross mail order and/or retail receipts. Appropriate mechanical fees will be withheld by Company for each record sold and paid for to be paid to the appropriate publisher and/or mechanical licensing firm (fee at this date is __ (\$XX) per side). All records will be sold client and/or artists at a rate of ____ (\$XX) each. All sales will be dependent on airplay and demand for product.

REMARKS: _____

COMPENSATION AGREED UPON: _____

CLIENT TO MAKE PAYMENT AS FOLLOWS: _____

This Agreement may be modified only in writing by both parties.

EXECUTED in duplicate by the parties hereto on the day and year first written above.

CLIENT: _____ COMPANY: _____

Address: _____

(Telephone)