

DOLFIN MUSIC ROYALTY AGREEMENT CONTRACT June 2010-2

AGREEMENT made and entered into the day and year indicated on the last page hereof by and between the undersigned lyricist(s) and/or composer(s) and/or arranger(s) (hereinafter referred to jointly and/or severally as "Writer"), and the undersigned Co-Writer (of the music of the composition/s) (hereinafter referred to as "Co-Writer (of the music of the composition)").

WITNESETH

WHEREAS, Writer has written and/or composed and/or arranged the composition(s) set forth on Schedule A annexed hereto and made part hereof (each is hereinafter referred to as "the composition").

1. Writer represents and warrants that he is the sole lyricist and arranger of the composition's melody; that said composition and/or arrangement is his own original work and creation (except such part thereof as is taken from public domain or is written by the composer of the music) and is not a copy of any other copyrighted work; that he has not sold, assigned, leased licensed or in any manner disposed of or encumbered the rights herein granted to Co-Writer (of the music of the composition); and that he has the right to enter into this Agreement. Writer agrees to indemnify and hold Co-Writer (of the music of the composition/s) harmless from all loss, liability, damages and expenses by reason of breach of said representations and warranties.

2. Writer hereby sells, assigns, transfers and sets over unto Co-Writer (of the music of the composition/s) the composition and each and every arrangement, adaptation and version thereof, together with the universe-wide copyright thereof, and the right to secure copyright therein throughout the entire universe, and all rights of whatsoever nature, both legal and equitable therein, thereto and thereunder, including but not limited to the sole and exclusive universe-wide publication, mechanical instrument, electrical transcription, video cassette and recording, commercial rights, and the right of public performance for profit by any and all means, and through any and all media, and the right to arrange and adapt and all other rights now known or hereafter to become known.

3. The Writer reserves the right to disseminate, copy and promote the composition as his/her own work including but not limited to the sole and exclusive universe-wide publication, mechanical instrument, electrical transcription, video cassette and recording, for profit by any and all means, and through any and all media for the sole promotion of the Writers work as a Writer.

4. In consideration for and in full payment of the aforesaid sale, Co-Writer (of the music of the composition/s) hereby agrees to pay to Writer the royalties set forth on the royalty schedule hereto and made part hereof with respect to the composition.

5. The Co-Writer (of the music of the composition/s) shall credit the Writer on every arrangement, adaptation and version of the composition, which is produced thereof with having written the lyrics and melody of the composition.

6. The term "Writer" used herein is deemed to mean all of the undersigned persons and any and all royalties herein provided to be paid to the Writer shall be paid jointly to the said persons if there be more than one, and shall be divided equally among them unless otherwise indicated on Schedule A and Schedule B. The term "Co-Writer (of the music of the composition)" used herein is deemed to mean only the signatory Co-Writer (of the music of the composition/s) excluding all affiliates and sub Co-Writer (of the music of the composition)s.

7. Writer shall deliver a lyric sheet and MP3 electronic file or CD of each composition to the Co-Writer (of the music of the composition/s) promptly after the execution and delivery of this Agreement.

8. The Co-Writer (of the music of the composition/s) may destroy excess inventory of composition.

9. Writer hereby assigns to Co-Writer (of the music of the composition/s) the United Kingdom renewal copyright and all extensions and longer or different terms of copyright which may be provided by law in and to the composition and pursuant to law in the name of Writer and to execute and deliver to Co-Writer (of the music of the composition/s) such formal written assignment thereof, as may be required by Co-Writer (of the music of the composition), subject to the terms of this Agreement.

10. Writer hereby consents to the assignment of this agreement and/or the composition and/or the copyright thereof, or any and all of the rights therein by Co-Writer (of the music of the composition), subject, however to the terms hereof of the royalties herein specified.

11. This Agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, Writer has hereto set his hand and seal and Co-Writer (of the music of the composition/s) has caused these products to be signed by its duly authorized officer, the 11 day of June , 2010 .

Co-Writer (of the music of the composition/s)

Writer

SCHEDULE A

Title of Composition(s)

Share of Royalties:

WRITERS PERCENTAGE: 50% mechanical royalty

CO-WRITER (OF THE MUSIC OF THE COMPOSITION)S PERCENTAGE 50% mechanical royalty

Address of Writer:

Address of Co-Writer (of the music of the compositon/s)

SCHEDULE B

ROYALTIES

- (a) Co-Writer (of the music of the composition/s) shall not be required to pay royalties on professional and complimentary copies and records or copies and records which are distributed for exploitation purposes.
- (b) All net sums actually received from the licensing of mechanical instrument, electrical transcription, motion picture and television synchronization rights and all other rights (including the use thereof in song lyric folios or magazines) are split 50/50 between Writer and Co-Writer (of the music of the composition). Co-Writer (of the music of the composition/s) receives 100% of Publishing share; Writer(s) receive 100% of Writer's share, and this included that the Writer shall be entitled to receive or share in any sum or sums which the Co-Writer (of the music of the composition/s) may receive from any performance right society throughout the world which pays a share of performance fees directly to authors and composers.
- (c) If the respective performance right society shall cease to operate, Co-Writer (of the music of the composition/s) shall administer the performance rights in the composition and shall pay Writer the percentage thereof indicated in (b) above.
- (d) If and when publication or use of the composition is made outside the United Kingdom, Co-Writer (of the music of the composition/s) shall pay to Writer FIFTY (50%) PERCENT of all net sums actually received by Co-Writer (of the music of the composition/s) from the sales and uses (including performance fees referred to in (b) above, all subject to deduction for foreign income and other taxes required to be withheld.