

SYNCHRONIZATION LICENSING REPRESENTATION AGREEMENT

This agreement (the "Agreement") is made and entered into by and between Symphonic Distribution, Inc. ("Company") and _____ ("Licensor") effective as of October 10, 2018 (the "Effective Date") with respect to Licensor granting to Company certain rights in and to Licensor's catalog of musical compositions and sound recordings identified on Schedule A, which may be amended from time to time (collectively, the "Tracks") for the purposes detailed below. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Rights Granted: Licensor hereby grants to Company, throughout the world (the "Territory") the following exclusive rights, during the Term (as such term is defined below): (a) to represent, pitch and enter into synchronization and other analogous agreements with third parties in respect to the Tracks, for any and all media now known or hereafter devised and for any period of time (including in perpetuity), including the right to edit the Tracks for synchronization purposes or to create instrumental only, sample free or clean version of the Tracks (but not to create a so-called derivative work), and to administer and collect all consideration received in relation to the same; (b) to reproduce, display, adapt, transmit, communicate, perform, or otherwise use the Tracks solely in connection with the pitching, exploitation, advertising, marketing, and promotion of the Tracks; and (c) to reproduce and use the names, approved likenesses, approved biographies of the writers and/or artists of the Tracks, and any visual elements connected to the Tracks (i.e.: album artwork, press photographs), solely in connection with the uses and exploitations of the Tracks permitted hereunder. Notwithstanding the foregoing, during the Term, Company shall not authorize the synchronization of any Track in any commercial advertisement without Licensor's prior written consent in each instance (not to be unreasonably withheld or delayed). Licensor understands that Licensor should respond to requests for approvals in a timely manner: within forty-eight (48) hours of request by Company (or if the request specifies a shorter period of time due to the nature of that opportunity, then that number of hours which is specified in the request) and that failure to do so, after honest efforts have been made by Company to contact Licensor, will give Company the right to make a decision on Licensor's behalf. Any inadvertent failure by Company to obtain Licensor's consent will not be deemed a breach of this Agreement.

2. Term: The term of this agreement (the "Term") shall commence as of the Effective Date and will continue for an initial period of two (2) years (the "Initial Period"). Upon expiration of the Initial Period the Term will automatically renew for additional successive periods of one (1) year (each an "Extension Period"), unless either party provides written notice of intent to terminate the Term at least sixty (60) days prior to the expiration of the then-current Period. Notwithstanding anything to the contrary herein, Company will retain all rights granted herein for a period of sixty (60) days following the receipt of written notice of intent to terminate this Agreement except that Company agrees to refrain from pitching the Tracks within ten (10) business days of receipt of Licensor's termination notice.

3. Exclusivity: Company will be the sole pitching service in the Territory hired to solicit audiovisual placements on behalf of the Licensor for the Tracks, and Company will have the exclusive right in the Territory to grant synchronization licenses throughout the Universe for audiovisual placements for the Tracks. Licensor agrees that it is hiring Company on an independent contractor basis, and that Company shall have the right to continue working with clients other than Licensor. Licensor hereby acknowledges that the business of placing music in media as contemplated herein is speculative, and no warranty is made by Company herein as to the number of licenses, if any, which may be secured during the Term or the profitability thereof.

4. Pre-Clearance: All Tracks delivered by Licensor to Company (including but not limited to those on Schedule A) must be “pre-cleared” in all media now known or hereafter devised, throughout the world, in perpetuity meaning that Licensor warrants and represents that Licensor has obtained written permission from all contributing parties in connection with the Tracks, including but not limited to the sound recording owners, musical composition owners, and any and all writers, authors, co-authors, publishers, record labels, performing artists, copyright owners, producers, and engineers.

5. Payment: The fee to be charged (the “License Fee”) to licensees for each license of one or more Tracks will be determined by Company at its sole discretion. The License Fee includes all gross revenues derived from the licensing of the Tracks, including but not limited to any and all upfront or ongoing payments, or the exercise of any and all options under the terms of the license. Certain Tracks may be assigned a predetermined License Fee, while other tracks will have a License Fee negotiated with licensees on a case-by-case basis. Licensor shall be entitled to 70% of all gross License Fees and the remaining 30% shall be retained by Company. In the event that a licensing opportunity originates with Licensor from a licensee not known to Company, Licensor shall be entitled to 80% of all gross licensing fees and the remaining 20% shall be retained by Company. If Licensor is a distribution client of Company, Licensor will be paid Licensor’s portion of the License Fee as follows: If payment due to Licensor is below Five Hundred Dollars (\$500.00), payment will be distributed along with Licensor’s quarterly distribution schedule; if payment due to Licensor is at or above Five Hundred Dollars (\$500.00), Licensor will be paid thirty (30) days from receipt of the License Fee from the applicable licensee. If Licensor is not a distribution Client of Company, Licensor will be paid thirty (30) days from receipt of the License Fee from the applicable licensee. Licensor assumes sole responsibility for the payment of any royalties or sums due to any record labels, artists, writers, authors, co-authors, publishers, copyright owners and co-owners, producers, engineers, or other royalty participants, as well as any payments that may be required under collective bargaining agreements, as the result of the licensing of the Tracks.

6. Confidentiality: Each party hereto (each, a “Disclosing Party”) acknowledges that in the course of interacting with the other party (each, a “Recipient Party”), that a Recipient Party will be exposed to certain valuable information (“Confidential Information”), which is owned and/or controlled by the Disclosing Party, or its principals, employees, or affiliates, the unauthorized disclosure of which may cause irreparable harm to the Disclosing Party. Confidential Information shall mean all information, regardless of format, that is not generally known to the public and that has been created, developed and/or used by the Disclosing Party, including, without limitation: (a) advertising, marketing, and promotional materials; (b) business and financial information; and (c) other non-public information which the Recipient Party knows or reasonably should know is not public information. The Recipient Party agrees, in perpetuity, to hold all Confidential Information in the strictest of confidence, protecting it with reasonable care. The Recipient Party is only permitted to disclose Confidential Information to necessary employees, agents, or advisors to the extent such disclosure is necessary to perform all obligations due hereunder, or pursuant to a validly enforceable order by a court or governmental authority of competent jurisdiction.

7. Warranties and Representations: Licensor hereby warrants, represents and agrees that: (i) Licensor has the full right, power and authority to enter into this Agreement and that Licensor is not and will not be under any disability, restriction or prohibition, contractual or otherwise, with respect to its right to execute this agreement; (ii) Licensor can grant all of the rights stated herein, including on behalf of all owners of any right, title or interest in and to the Tracks (including but not limited to any and all writers, authors, co-authors, publishers, record labels, performing artists, copyright owners, producers, and engineers); (iii) there are no claims, demands or any form of litigation pending or threatened with respect to the Tracks; (iv) the use and/or licensing of the Tracks will not infringe or violate the rights of any third party, including any privacy rights, publicity rights, copyrights, contract rights, or any other intellectual property rights and that there are no uncleared samples contained in any of the Tracks; and (v) none of the Tracks are represented by a third party synchronization licensing agent nor are they included in any third party synchronization

licensing platform or production library.

8. Indemnification: Licensor hereby agrees to indemnify, hold harmless and defend Company, its agents, officers and employees, against any and all claims, liabilities, losses, damages, and expenses, including but not limited to reasonable attorneys' fees and legal expenses, arising from, or alleging, a breach by Licensor of any of the representations, warranties or covenants made by Licensor herein. Company will promptly notify Licensor of any such claim and, in addition to any other remedies available to Company under the terms of this Agreement or the law, Company may withhold all or any portion of the License Fees otherwise due to Licensor hereunder until such claim has been fully resolved.

9. Miscellaneous: This Agreement represents the entire understanding between the parties, superseding all prior agreements, whether oral or written, between the parties with respect to the subject matter contained herein. This Agreement shall be binding upon and inure to the benefit of the parties respective assigns, successors, heirs, and legal representatives. Neither party hereto shall be deemed to be the drafter of the Agreement, it being the parties' mutual intention that this Agreement not be construed, in whole or in part, against either of the parties hereto. This Agreement cannot be modified, assigned, or amended, except by an instrument in writing signed by both parties hereto, except as otherwise provided for herein. If any part of this Agreement is deemed by a court of law to be void, voidable, illegal, or unenforceable, the remainder of this Agreement will remain in full effect as if such void, voidable, illegal, or unenforceable part had not existed. The waiver by either party hereto of a breach of any of the provisions of this Agreement by the other party hereto shall not be construed as a waiver by the non-breaching party of any subsequent breach by the breaching party. Headings are inserted for convenience only and are not intended to be part of or to affect the meaning or interpretation of this Agreement. Neither party shall be deemed to be in breach of any of its obligations hereunder unless the non-breaching party shall give the breaching party specific written notice by certified mail, return receipt requested, of the nature of the breach and the breaching party shall have failed to cure such breach within thirty (30) days after the breaching party's receipt of such written notice. All rights and remedies are cumulative and shall in no way affect any remedy available to either party under equity or law. Licensor's sole remedy for any breach of this Agreement by Company (or its licensees) shall be an action at law for damage, if any. In no event shall Licensor be entitled by reason of any breach to enjoin, restrain, or seek to enjoin or restrain the distribution or other exploitation of the Tracks. Nothing in the Agreement shall be construed as creating an employer-employee relationship, partnership, joint venture, or other similar relationship between the parties, nor give any party the power or authority to act for or bind the other party in any manner unless otherwise provided for in this Agreement. The parties acknowledge that their relationship is one of independent contractors. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement. Fax and PDF copies of this agreement shall have the same force and effect as an original.

10. Choice of Law: All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any and all disputes in connection with this Agreement shall be brought exclusively in federal or state courts located in New York County, New York. The prevailing party in any dispute will be awarded their reasonable attorney's fees and costs at all levels.

11. Notice: All notices pursuant to the Agreement shall be in writing and shall be given by registered or certified mail at addresses listed on the Agreement. A copy of all notices to under this Agreement shall simultaneously be sent to Savur Threadgold LLP, 40 Exchange Place, Suite 1900, New York, New York 10005, attn: Alex Threadgold, Esq. and via e-mail to at@savurlaw.com.

12. Independent Counsel: Each party acknowledges that it has had the benefit of the advice of independent legal counsel before executing this Agreement and/or has been advised to obtain advice of independent legal counsel and has voluntarily decided not to do so.

Read, understood, accepted & agreed:

Symphonic Distribution, Inc.

LICENSOR

An Authorized Signatory

An Authorized Signatory

Schedule A

Annexed to the agreement entered into as of DATE by and between Symphonic Distribution, Inc. and LICENSOR.

Each and every musical compositions and sound recording (including all edits and alternate versions) and any album related artwork, photos, lyrics, metadata, or other related material owned and/or controlled in whole or in part by Company at the present time or hereafter during the Term of the Agreement to which this Schedule A is attached, including but not limited to the following: