

**VAULT AUDIO LICENSE AGREEMENT
COVER PAGE**

Effective Date: _____ [by Vault Audio]

Name: _____

If this contract is entered into by a business entity (e.g., corporation, LLC, partnership, etc.), provide the name and title of the primary contact person: _____

Address: _____

E-Mail: _____

Fax: _____

PRO: _____

PRO Join Date: _____

PRO Member #: _____

I have read the Terms attached to this Cover Sheet and agree to be bound by the terms and conditions contained therein. This Agreement shall not be effective unless and until executed by Vault Audio.

Artist Signature: _____

Date: _____

Vault Audio Signature: _____

Date: _____

VAULT AUDIO ADMINISTRATION AGREEMENT TERMS

This agreement, which includes these terms (“Terms”), the cover page(s) (“Cover Page(s)”) and the exhibits (“Exhibits”) attached hereto (collectively, the “Agreement”), shall represent the understanding and agreement between Vault Audio, LLC (“we/us/our”) and Artist (“you/your”) in respect of your agreement to license to us certain master recordings (“Masters”) and the musical compositions embodied therein (“Compositions”) (Masters and Compositions collectively referred to herein as “Works”), which are referenced in the Declaration Form(s) attached hereto as Exhibit A, as the same may be supplemented by you.

1. **Term.** The term of this Agreement shall commence as of the Effective Date identified on the Cover Page and shall continue for a period of two (2) years (“Initial Term”), and shall automatically renew for successive two (2) year terms (“Renewal Term(s)”) unless either party provides the other with written notice of its intent not to renew at least one hundred twenty (120) days prior to the end of the then-current term. The Initial Term and Renewal Term(s), if any, are collectively referred to herein as the “Term.”

2. **Rights Granted.** You hereby grant us the non-exclusive right, during the Term, to enter into licenses with third parties (including, without limitation, advertisers, television, cable and radio producers and programmers, website designers and any other user in any media, known or unknown, which are collectively referred to herein as “Users”), granting such Users the right to synchronize or otherwise incorporate the Works, or any part(s) thereof, with or into any and all forms of audio or audiovisual production, or product having audio or audiovisual elements, or by electrical transcription (e.g., radio or streaming audio via the Internet), and to duplicate, distribute, and publicly perform the Works in connection therewith (“Licensed Use(s)”). Licensed Uses shall include, without limitation, radio, cable, television, motion pictures, videogames and related software, wireless devices, websites, Internet or other audio or audiovisual program, promotion, information, entertainment, or advertising or merchandising material or tie-ins for any goods, products, wares or services of any and all kinds. Further, you grant us the royalty-free right to synchronize, duplicate, distribute and publicly perform (including, without limitation, by way of non-interactive and interactive streams) the Works for the purpose of promoting the Masters and Compositions to Users and promoting our services in general. Notwithstanding any of the foregoing, we shall not grant any User an exclusive right to use the Masters or Compositions without your written approval.

(a) Any license granted by us pursuant to the rights granted in this Section may contain all such provisions that we deem reasonable in our sole discretion, including, without limitation: (i) granting rights with respect to the Master and/or Composition in connection with a “blanket,” annual or similar type of agreement whereby we grant rights to all or a portion of our catalog; (ii) allowing the perpetual use of a Master and/or Composition in an audio or audiovisual product; and (iii) granting the right to export, transmit, broadcast or otherwise distribute such productions or products and to import the same into any country of the world.

(b) We shall be permitted to grant licenses for the public performance of the Masters and/or Compositions in so-called “direct performance licenses” and “source

performance licenses,” whereby the User pays the public performance royalty directly to us rather than a performance rights society.

(c) You authorize us to grant Users the right to use an entire Master and/or Composition or any portion thereof, and such Users may, without further approval from you, edit, loop, enhance or modify the Master and/or Composition, provided that any such change shall not give rise to any ownership rights or claims, including copyright, on the part of the User.

(d) Upon termination of this Agreement, we shall not enter into any new licenses with respect to the Works; provided, however, termination of this Agreement shall not affect any rights granted to Users prior to termination, including perpetual rights, nor does it affect the administration and collection rights granted to us herein.

3. **Administration Rights.** Effective upon execution hereof, we shall have the exclusive right, but not the obligation, subject to granted interests, to administer and permit the exploitation of the entire interest in each Work pursuant to the subject Licensed Use throughout the world, to execute in your name or stead any license and global international agreements affecting the Work in connection with the Licensed Use, during the Term, and to collect all gross receipts payable to us earned by and derived from the Work pursuant to or as a result of use contemplated by the Licensed Use (excluding the so-called “writer’s share” of publishing monies from public performance fees but specifically including the so-called “publisher’s share”), in perpetuity, and to assign in the normal course of business or license such rights to third parties, subject to the terms and conditions set forth herein. We shall have the right to issue direct licenses, which include upfront payment of performance, mechanical, synchronization, master use and/or other related fees, in which case you shall not receive any additional performance or other royalties (including the so-called “writer’s share”) from third parties relating to that Licensed Use, it being understood that such amounts shall be included in Net Receipts and distributed in accordance with Section 8, below. Nothing contained herein shall grant to us the right to administer any use of any Master or Composition other than in connection with the Licensed Use(s).

4. **Re-Titling.** We shall have the right to register the Compositions with your performing rights society under a new title, regardless of whether such Composition(s) have been previously registered. You and we acknowledge that such registrations shall be made solely for the purpose of properly distinguishing income attributable to Licensed Use(s) from uses of the Compositions by you. The titles given to the Compositions shall be in accordance with our standard business practice and shall be registered in your name as the writer (together with any Co-Writers) and we shall be identified as the publisher. You agree to execute any documents we deem necessary or desirable in order to register such Compositions and shall cooperate with us in causing your performing rights society to comply with this paragraph.

5. **Rights Reserved.** You shall retain one hundred percent (100%) of the copyright interest in and to the Works. Further, you may issue non-exclusive licenses to use the Works to third parties, provided that you shall not grant any exclusive licenses during the Term, nor shall you grant any rights after the Term that in any way interfere with either the rights granted herein or licenses we grant pursuant to the terms hereof.

6. **Name/Likeness.** You hereby grant to us and our designees (including Users) the worldwide right to use and permit others to use, at no cost, your name (including any legal or professional name), likeness and biographical rights for purposes of trade and otherwise without restriction in connection with the exploitation of the Works consistent with the terms hereof, and the advertising in connection therewith, provided that nothing herein shall obligate us or our designees (including Users) to afford you any credit whatsoever with respect to any particular use of a Master or Composition. Solely in connection with any licenses granted pursuant to this Agreement, you waive any and all so-called “moral rights” worldwide with respect to the Works.

7. **Co-Writers.** Subject to your warranties contained in Section 10, in the event that any Composition is co-written with another person (“Co-Writer”), you shall disclose all such Co-Writer(s) in the Declaration Form and it shall be your sole responsibility to cause such Co-Writer(s) to execute the Co-Writer Consent Agreement, attached hereto as Exhibit B.

8. **Royalties.**

(a) In consideration of the rights herein granted and subject to the conditions set forth in subparagraph (c), we agree to pay you a royalty equal to fifty percent (50%) of our Net Receipts (as defined below) actually received by us (excluding the “publisher’s share” of public performance income) in connection with third-party licenses we enter into for the exploitation of the Works (“Base Royalty”). With respect to any Licensed Use of the Works pursuant to a blanket license (i.e., those allowing use of multiple works, including the Works submitted hereunder, to be exploited by a User), subject to the limitations contained in Section 9(b), your Base Royalty shall be equal to a pro-rata share of the blanket license fee. The “publisher’s share” of public performance income we receive from a performing rights society shall be excluded from the Base Royalty, it being understood that you shall receive 100% of the “writer’s share” of such public performance income.

(b) “Net Receipts” shall mean the amount received by us in the United States from Users less any taxes and shipping and handling charges that may be included in such remittance, collection costs, advertising sales commissions, fulfillment fees paid to third parties, fees paid to subpublishers, agents, performing and mechanical rights societies, union and other applicable third-party payments, and out-of-pocket costs directly related to the Masters and/or Compositions. Notwithstanding the foregoing, any out-of-pocket costs or fees incurred by us in connection with the registration of the Masters and/or Compositions with the Copyright Office, or similar cost(s) we incur on your behalf with respect to a Master or Composition that is not directly related to a particular Licensed Use of the Master or Composition, shall be recoupable by us from your share of Net Receipts.

(c) For purposes hereof, one-half of the Base Royalty for Works shall be deemed the license fee for use of the Master(s) (“Master Fee”) and the remainder of the Base Royalty shall be deemed the license fee for use of the Composition(s) (“Song Fee”). In the event that there are any Co-Writer(s) on a Composition, the amount of the Song Fee payable to you and to each Co-Writer shall be determined by multiplying the Song Fee by your respective shares of the Composition as set forth in the Declaration Form. By way of illustration, if you are a 50% co-writer, we will pay one-half of the Song Fee to you and the remaining 50% to the Co-Writer. Notwithstanding any of the foregoing, in the event that you do not identify your and Co-

Writers' respective shares of a particular Composition, you shall be treated as equal co-writers and the Song Fee shall be distributed accordingly.

(d) Notwithstanding anything herein to the contrary, no royalty or other amounts shall be payable to you with respect to our promotional use of the Masters or Compositions, or for any use for which we are not paid.

9. Accounting.

(a) We shall compute and pay royalties due to you hereunder within sixty (60) days following June 30 and December 31, respectively, in each case with respect to amounts actually received by us during the immediately preceding six (6) month period, provided that we may, at our option, account to you on a quarterly basis, and at a later time revert to semiannual accountings. No royalties will be payable to you for any Licensed Uses by any of our third party distributors or subpublishers until such time as accountings and payment or final credit therefor has been received by us in the United States, and we will account to you in the same manner and on the same basis as we are accounted to by them. We shall be under no obligation to render any statement or make any payment until such time as the royalties due to you hereunder shall equal or exceed Fifty Dollars (\$50), or upon request at the close of the fourth accounting period following receipt, whichever occurs first.

(b) You acknowledge that, with respect to blanket licenses, we are dependent on Users submitting cue sheets to us in order to calculate royalties owed to you and that in some cases, royalty payment will be delayed pending our receipt of such cue sheets. We will use reasonable commercial efforts to collect cue sheets, but in situations where cue sheets are not provided by a User or we are otherwise unable to attribute revenue to particular works, we reserve the right to allocate payment amongst works in an equitable manner, as determined by us in our sole discretion.

(c) At your sole expense, you shall have the right, upon giving us sixty (60) days' prior written notice, by independent certified public accountants with music industry experience, to audit our books and records insofar as they solely relate to this Agreement, at our regular place of business and during our regular working hours, for a period of two (2) years from the date on which a statement is rendered to you hereunder. You must make specific written objection within such two (2) year period. Thereafter, you will be deemed to have consented to any such statements or accountings which will then be considered an account stated as between you and us, not subject to any objection for any reason whatsoever. You hereby confirm that the examination, and any negotiations or matters related to the examination, are of a confidential nature and may only be disclosed or discussed between you and your professional advisors (i.e., your accountant and/or attorney), but no one else, and you will ensure that you and your professional advisors sign any confidentiality document we may require prior to the commencement of any examination. If your accountant's examination has not been completed within ninety (90) days from the time he/she begins it and if we have provided documents reasonably requested by your accountant on a reasonably timely basis, then we may require your accountant to terminate such examination on seven (7) days' notice to you at any time thereafter. We will not be required to permit your accountant to continue the examination after the end of that seven (7) day period. If any payments are due to you as a consequence of an

examination under this Agreement, such payments will be credited to your appropriate royalty account after the execution of a letter of release acknowledging that all controversies between you and us with respect to the royalty accountings examined by your professional advisors are finally compromised, settled and are deemed conclusive, accepted and binding upon you. Provided you have made timely written objection, as aforesaid, you may file an action regarding same within two (2) years and six (6) months after the applicable statement is rendered, after which time any such action will be deemed barred.

10. **Warranties.** You warrant and represent that you have the power and authority to enter into this Agreement and grant all rights herein granted. Without limiting the generality of the foregoing, you specifically warrant that:

(a) You are at least eighteen (18) years of age and legally capable of entering into contracts and being bound by the terms thereof;

(b) You own one hundred percent (100%) of the copyright interest in and to each and every Master and Composition delivered to us or, to the extent that any other person has an interest in a Composition, such person has been disclosed in the Declaration Form;

(c) There are no performances embodied on the Masters other than your own and no other person (including producers, engineers, etc.) contributed to the creation of the Masters or, to the extent that any other person performed on or contributed to the Masters, you have obtained all rights necessary to enter into this Agreement and that you shall be solely responsible for accounting to any such individual(s);

(d) You have not granted any exclusive or non-exclusive rights in or to any Master or Composition that might in any way limit or impair our ability to fully exploit such Master or Composition as contemplated herein;

(e) You are not now, nor at any time during the Term hereof shall you become, a party to an exclusive recording or publishing contract or any other agreement that concerns master recordings or compositions created by you and, to the extent that you have ever been a party to such an agreement, it shall in no way limit or impair your ability to grant all the rights granted herein;

(f) Neither the Masters nor Compositions or any use thereof by us or any User will violate or infringe upon the any common law or statutory rights of any third party, including, without limitation, contractual rights, copyrights and rights of privacy and publicity, nor shall the Masters or Compositions contain any profanity or language found offensive to the ordinary listener;

(g) Neither the Masters nor the Compositions contain any samples;

(h) No musician who has performed on the Masters is a member of a musicians union, such as the American Federation of Musicians (“AFM”);

(i) There are no liens or other encumbrances directly or indirectly concerning any Composition or Master that in any way impair your financial interest in the exploitation of such Master or Composition; and

(j) Except as specifically provided herein, we shall not be required to make any payment of any nature for, or in connection with, the acquisition, exercise or exploitation of rights pursuant to this Agreement.

11. **Confidential Information.** You acknowledge that you may receive our Confidential Information in connection with the transactions contemplated in this Agreement. “Confidential Information” means all information relating to our business and operations, whether or not written, that is not generally known to the public. Except as otherwise expressly agreed to by us in writing or as otherwise required by law, you covenant and agree that you will not, at any time, reveal or make known to any person (whether orally, in writing, or in electronic or any other form) any Confidential Information, and will not use the Confidential Information for any purpose except to the extent required to accomplish the intent of this Agreement. Upon termination or expiration of this Agreement, you shall return or, upon our instruction, destroy, all Confidential Information in your possession.

12. **Disclaimer of Warranties.** THE SERVICES PROVIDED BY US, INCLUDING, WITHOUT LIMITATION, THE VAULTAUDIO.COM WEBSITE, ALL CONTENT, FUNCTIONS, AND MATERIALS CONTAINED THEREIN, AS WELL AS OUR ROLE IN SOLICITING USERS OF YOUR WORKS, ARE PROVIDED “AS IS,” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, USEFULNESS, OR CONTENT OF INFORMATION, AND ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT THAT THE VAULTAUDIO.COM SITE OR ANY SERVICES CONTAINED THEREIN WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. WE DO NOT WARRANT THAT YOUR WORKS WILL BE PLACED WITH ANY USERS.

13. **Limitation of Liability.** IN NO EVENT SHALL WE, OR ANY OF OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES, LICENSEES, OR INDEPENDENT CONTRACTORS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING FROM OR DIRECTLY OR INDIRECTLY RELATED TO THIS AGREEMENT OR THE MASTERS OR COMPOSITIONS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT OR TORT, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR OTHERWISE) EXCEED THE TOTAL AMOUNT RECEIVED BY US PURSUANT TO THIS AGREEMENT.

14. **Default/Termination.** In the event of a material breach of the terms hereof, either party may terminate this Agreement by providing written notice to the breaching party, which notice shall set forth the specific breach alleged. If such breach is not cured within thirty (30) days of the notice thereof, at the non-breaching party's election, this Agreement shall terminate.

15. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee without giving effect to principles of conflict of laws. The parties consent to jurisdiction in any court located in Davidson County, Tennessee.

16. **Indemnification.** With regard to all nonparty claims, you agree to indemnify, defend and hold harmless us, our officers, directors, employees, successors and assigns ("Indemnified Parties") from and against any and all third-party claims, causes of actions, losses, damages, liabilities, costs and expenses, including costs of settlements and reasonable attorneys' fees, incurred by or asserted against the Indemnified Parties arising from a breach of any term or provision of this Agreement by you or your agents, officers, servants, employees, co-writers or performers on the Masters, including, without limitation, any claim of copyright infringement with respect to the Masters or Compositions, that you do not have the authority to grant the rights granted herein, or that is in any other way inconsistent with the terms of this Agreement. We shall provide you with written notice of any such claim and you shall be permitted to participate in the defense thereof, provided that we shall at all times control the defense with counsel of our choosing and may settle or otherwise compromise any such claim subject to your written approval, which approval shall not be unreasonably withheld, conditioned or delayed. We shall have the right to withhold any and all payments otherwise due to you in an amount equal to our reasonable estimate of the potential costs and liabilities associated with the claim to which this indemnification applies, provided that amounts so withheld shall be released if no action is taken by the party asserting the claim for a period of one (1) year from the time that the claim is made, unless we reasonably believe that such action is likely.

17. **Dispute Resolution.** Any claim, dispute or controversy (whether in contract, tort, or otherwise, whether pre-existing, present or future, and including statutory, common law, intentional tort and equitable claims) against you, your agents, heirs, employees, successors, assigns or affiliates on the one hand, and us, our agents, employees, successors, assigns, parent companies or subsidiaries on the other, arising from or relating to this Agreement, its interpretation, or the breach, termination or validity thereof, the relationships which result from this Agreement (including, to the full extent permitted by applicable law, relationships with third parties who are not signatories to this Agreement), or any license of a Master or Composition shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association ("AAA") under its Commercial Mediation Rules then in effect, and will be limited solely to the dispute or controversy between you and us. The arbitration will be conducted before a single arbitrator who must be independent of the parties and who must be familiar with music industry contracts in general, and administration agreements in particular. In the event that you and we are unable to agree upon the arbitrator within fifteen (15) days after the commencement of arbitration, either party is entitled to request the AAA to appoint a neutral arbitrator in accordance with its rules. The arbitration shall be held in person in Nashville, Tennessee, by telephone, or online. The arbitrator shall not be permitted to award punitive, indirect, exemplary or any other money damages other than a party's actual money damages

sustained as a direct result of the claim. Subject to the foregoing, any award of the arbitrator(s) shall be final and binding on each of the parties, and may be entered as a judgment in any court of competent jurisdiction.

18. **Injunctive Relief.** We shall be entitled to pursue injunctive relief in connection with any actual or anticipated breach by you of the material terms hereof, without the necessity of posting a bond. You shall not be entitled to injunctive or other equitable relief of any kind.

19. **Additional Documents.** You agree to execute and deliver to us, on request, and hereby grant us the power of attorney, irrevocable and coupled with an interest, to execute on your behalf and in your name all documents and instruments desirable to effectuate the intent and purposes of this Agreement. Without limiting the generality of the foregoing, you hereby grant us the right, on your behalf, to execute copyright registrations, performance society registrations, and licenses concerning the Works.

20. **Approval.** With respect to any item contained herein that requires approval, unless otherwise expressly stated, such approval shall be given in writing. For purposes of this Agreement, your approval in the form of an e-mail or similar electronic communication shall be deemed written approval.

21. **Notice.** Any notice to be given in writing to us shall be delivered to our address set forth on the Cover Page, with a courtesy copy to: Lassiter Tidwell Davis Keller & Hogan, PLLC, 150 Fourth Avenue North, Suite 1850, Nashville, Tennessee 37219, Attn: Thomas David Ruth, Esq. Any notice required to be given to you in writing shall be sent to the address set forth on the Cover Page. All written notices shall be sent by certified mail, return receipt requested, or by nationally recognized overnight carrier providing delivery confirmation. Statements due to you may be sent by regular U.S. mail.

22. **Entire Agreement.** This Agreement (including these Terms, all Cover Pages and Exhibits attached hereto) constitute the entire agreement between the parties and supersedes any and all prior understandings or agreements between the parties as to the subject matter of this Agreement. Any changes or amendments to this Agreement must be in writing and signed by both parties.

23. **Relationship of Parties.** You and we are independent contractors. You shall not have any right, power or authority to enter into any agreement for us, or incur any obligation or liability on our behalf, or otherwise bind us in any way. This Agreement shall not be interpreted or construed to create an employment relationship, an association, joint venture or partnership between the parties or to impose any partnership obligation or liability upon either party.

24. **Assignment.** We may assign any or all of our rights contained herein, including, without limitation, the right to license the Works to a sub-publisher or sub-administrator for the purpose of licensing the Works in foreign territories. You may not assign this Agreement or any of your rights or responsibilities contained herein.

25. **Severability.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way unless the stricken portion impairs our right to receive

royalties as provided herein. The parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section, or in any way affect this Agreement.

26. **Waiver.** Our failure to insist upon or enforce strict performance by you of any provisions of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of our right to assert, or rely upon, any such provision or right in that or any other instance, and the same shall remain in full effect.

27. **Legal Representation.** EACH PARTY ACKNOWLEDGES AND AGREES THAT THEY HAVE BEEN REPRESENTED BY LEGAL COUNSEL OR HAVE HAD THE UNRESTRICTED OPPORTUNITY TO BE REPRESENTED BY LEGAL COUNSEL OF THEIR OWN CHOICE IN CONNECTION WITH THE NEGOTIATION OF, AND ADVISABILITY OF ENTERING INTO, THIS AGREEMENT.

28. **Counterparts.** This Agreement may be executed in counterparts and by facsimile or other electronic signature, each of which when executed and delivered shall constitute an original, but all of which together shall constitute one and the same document.

USE FOR ALL CO-WRITTEN COMPOSITIONS

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

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Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

Title:			
Length:			
Date Created:			
Copyright Registration No.	Master:		
	Comp:		
PRO Song No:			
Co-Writers			
Name	Percentage	PRO	

EXHIBIT B

CO-WRITER CONSENT AGREEMENT

Co-Writer Name: _____

Vault Audio Artist: _____

Address: _____

E-Mail: _____

Fax: _____

PRO: _____

PRO Join Date: _____

PRO Member #: _____

I acknowledge that: (a) I am a co-writer of one or more Compositions identified on the Declaration Form to which this Co-Writer Consent Agreement is attached; (b) The copyright interests identified in the Declaration Form are accurate; and (c) I have been given a copy of the Vault Audio Artist's Cover Sheet and Terms, and agree to be bound thereby throughout the Term identified therein as they relate to the Compositions in which I own an interest.

Without limiting the foregoing, I warrant and represent that I have the full right to grant the rights herein granted, that I am not a party to a publishing agreement or any other agreement that impairs my rights in the copyright, and that I have not granted any rights to the copyrights in the Composition(s) or granted an exclusive license to exploit the Composition(s).

Co-Writer Signature: _____

Date: _____