

MUSIC PLACEMENT AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2010 by and between *Splashy Music Publishing* ("Licensee"), *Swanky Entertainment, Inc* at 2446 Des Abeilles, Laval (Québec) H7K 2W2 and _____ ("Licensor") at _____

1. Purpose. Licensor owns and controls one hundred percent (100%) of the master recordings (the "Masters") and underlying musical compositions (the "Compositions") listed in Schedule "1" (attached hereto and incorporated herein by this reference) (the Masters and Compositions are sometimes individually and collectively referred to as the "Licensed Work[s]"). Licensor desires Licensee to render Licensee's music placement services for the Works, and Licensee desires to do so, on the terms and conditions set forth herein. Licensor and Licensee may add or remove Masters and/or Compositions from the list of Licensed Works by way of a written notice signed by both Licensor and Licensee.

2. Engagement & Appointment. (a) Licensor hereby engages Licensee on a non-exclusive basis to render music placement services for the Works and such other services appending thereto as are customary in Canada and the U.S. entertainment industry. Without limiting the generality of the foregoing, Licensor hereby grants to Licensee the rights to authorize third parties (each, a "Designee") to use and exploit in any manner (e.g., without limitation, to include and/or embody, make synchronization uses of, transmissions, broadcasts, public performances, recording, re-recording, reproduction, distributing) (each, a "Designee Exploitation") any and all of the Licensed Works in connection with such third parties' audio-only and audiovisual works (including, without limitation, motion pictures, television programs, commercials, advertisements, video games, soundtracks, soundtrack albums, compilation albums, etc.) as well as any trailers, marketing, promotional, commercial and/or advertising works that may be created in connection therewith (individually and collectively, the "Third Party Work[s]"). Licensor acknowledges and agrees that each Designee may exploit each Third Party Work utilizing any Licensed Work(s) via any and all methods, manners, configurations, media, formats, transmissions and/or broadcasts now known hereafter devised (the "Licensed Media") throughout the universe (the "Licensed Territory"). In this regard, Licensor further acknowledges and agrees that Licensee shall have the right and authority to negotiate and settle any and all terms and conditions of each and every Designee Exploitation, including, without limitation, the specific type of use (e.g., without limitation, to include and/or embody, make synchronization uses of, transmissions, broadcasts, public performances, recording, re-recording, reproducing, distributing) (the "Licensed Use"), the period of time (each, an "Exploitation Period"), the territory and media applicable to the Designee Exploitation and/or any conditions and/or limitations thereto, without the need to consult or seek approval from Licensor with respect to any such terms or conditions. Further, Licensor agrees that each Licensed Work shall be accorded a new title (each, a "Licensed Title") for purposes of making each Designee Exploitation hereunder.

(b) Licensor hereby appoints Licensee as Licensor's attorney-in-fact to sign and execute any and all licenses, contracts and/or other instruments of transfer as may be necessary or desired by a Designee to grant, effectuate and/or record any Designee Exploitation authorized and/or negotiated by Licensee hereunder.

3. Compensation. In consideration of the rights granted hereunder, and the parties' respective warranties, representations and covenants hereunder, Licensor and Licensee hereby agree:

(a) that one hundred percent (100%) of the "publisher's share" of public performance royalties derived from any Designee Exploitations of any Licensed Works hereunder shall be payable to Licensee and Licensee shall have the right to directly collect and make such registrations necessary to enable Licensee to be paid and directly collect such portion of public performance royalties;

(b) that one hundred percent (100%) of the "writer's share" of public performance royalties derived from any Designee Exploitations of any Licensed Works hereunder shall be payable to Licensor and Licensor shall have the right to directly collect and make such registrations necessary to enable Licensor to be paid and directly collect such portion of public performance royalties;

(c) that Licensee shall have the right to negotiate for, be paid and collect one hundred percent (100%) of any and all other fees and royalties (i.e., all fees and royalties other than public performance royalties) (the "Additional Fees") that may be due or become payable in respect of any Designee Exploitation of any Licensed Work hereunder, it being agreed that Licensee shall pay fifty percent (50%) of such Additional Fees (after deducting any and all third party fees, commissions and collection costs "off-the-top") to Licensor in accordance with the provisions of paragraph 4 below.

4. Accounting.(a) Licensee will account to Licensor in respect of Licensor's portion of Additional Fees (if any) no less frequently than on a semi-annual basis, with statements and payments sent within ninety (90) days after the applicable semi-annual period.

(b) Licensee shall maintain books of account concerning Designee Exploitations for which a portion of Additional Fees are due to Licensor hereunder. Licensor, or a certified public accountant, on Licensor's behalf, may, at Licensor's sole expense, examine Licensee's said books solely for the purpose of verifying the accuracy thereof, only during Licensee's normal business hours, upon reasonable written notice and only at the location where Licensee maintain said books and records. Licensee's such books relating to any particular royalty statement may be examined as aforesaid only within two (2) years after the date rendered and Licensee shall have no obligation to permit Licensor to so examine Licensee's such books relating to any particular royalty statement more than once. Licensor shall be deemed to have consented to all royalty statements and all

other accountings rendered and payments made by Licensee hereunder and each such royalty statement or other accounting shall be conclusive, final, and binding, shall constitute an account stated, and shall not be subject to any objection for any reason whatsoever unless specific objection in writing, stating the basis thereof, is given by Licensor to Licensee within two (2) years after the date the applicable payment or accounting is rendered (whichever is earlier). No action, suit, or proceeding of any nature in respect of any royalty statement or other accounting rendered by Licensee hereunder may be maintained against Licensee unless such action, suit, or proceeding is filed against Licensee in a court of competent jurisdiction within three (3) years after date the applicable payment or accounting is rendered (whichever is earlier). The right hereinabove granted to Licensor shall constitute Licensor's sole and exclusive rights to examine Licensee's books and records

5. Warranties, Representations, Indemnity. Licensor warrants, represents and agrees that

(a) Licensor has the full right, power and authority to enter into this Agreement and grant the rights granted by Licensor to Licensee hereunder;

(b) that Licensor is under no disability, restriction or prohibition, whether contractual or otherwise, to execute this Agreement and to fully perform Licensor's obligations hereunder; and

(b) that neither any name(s) used by Licensor, the Work, any other matters or materials incorporated therein or supplied by Licensor hereunder, nor any exploitation or use of any of the foregoing, will violate or infringe upon any civil, personal or proprietary right of any person, including, without limitation, trademarks, trade names, copyrights and rights of privacy and publicity. As between Licensor and Licensee, Licensor shall be solely responsible for and shall pay any and all artists' royalties, musicians' royalties, producers' royalties and other royalties of any kind whatsoever which may be payable by reason of any other exploitation of the Works hereunder; and Licensor hereby warrants and represents that the only amounts payable by Licensee in connection with Licensee's (or a Designee's) exploitation of the Works hereunder shall be the amounts payable to Licensor hereunder and that, accordingly, no royalty or other amounts are payable to any third party in connection therewith. Licensor will indemnify, save and hold Licensee, and Licensee's assigns, licensees, directors, officers, shareholders, agents and employees (including, without limitation, the Designees) harmless from any and all liability, claims, demands, loss and damage (including attorneys' fees and court costs) arising out or connected with or resulting from any breach of any of the warranties, representations or agreements made by Licensor hereunder.

6. Miscellaneous. This Agreement constitutes the entire agreement between Licensor and Licensee, and cannot be altered, modified, amended or waived, in whole or in part, except by written instrument signed by both parties hereto. Should any provision of this Agreement be held to be void, invalid or inoperative, such decision shall not affect any other provision hereof, and the remainder of this Agreement shall be effective as though such void, invalid or inoperative provision had not been contained herein. This Agreement shall be governed by and construed in accordance with the laws of the Province of Québec. Any claim, dispute or disagreement arising out of, connected with or in respect of this Agreement may be brought only in the courts of the Province of

Québec or the federal courts within the Province of Québec, which courts shall have exclusive jurisdiction thereof, and each party hereby waives any claim that such courts do not have jurisdiction or are an inconvenient forum. All notices hereunder required to be given to the parties hereto and all payment to be made hereunder shall be sent to the parties at their addresses mentioned herein or to such other addresses as each party respectively may hereafter designate by notice in writing to the other. Licensee shall have the right, at Licensee's election, to assign any of Licensee's rights and/or delegate any of Licensee's obligations hereunder, in whole or in part, to any third party, to any subsidiary, affiliated or related company, or to any person, firm or corporation owning or acquiring a substantial portion of Licensee's stock or assets. This Agreement is personal to Licensor, and Licensor shall not have the right to assign this Agreement or any of Licensor's rights hereunder, or to delegate any of Licensor's obligations hereunder, to any firm, corporation or company other than to a corporation which stock is owned ninety percent (90%) or more by Licensor and provided Licensor and such corporation executes any and all documents Licensee deems necessary to reserve all of Licensee's rights hereunder. Except as expressly provided otherwise herein, neither party hereto shall be deemed to be in breach of any of its obligations hereunder unless and until the party asserting a breach shall have given the other party hereto specific written notice, of the nature of such breach and said other party shall have failed to cure such breach within thirty (30) days after its receipt of such notice; provided, however, that the foregoing right of cure shall not be applicable to any breach which cannot be cured, an application for injunctive relief or where a specific cure period is otherwise provided herein. Licensor acknowledges that Licensor has carefully read this Agreement that Licensor understands and agrees that Licensee cannot advise Licensor nor has advised Licensor concerning it, that Licensee has not made any representations to Licensor concerning this Agreement other than those expressly contained in writing herein, that Licensor has the right to consult legal counsel concerning this Agreement and that Licensor has either consulted with such legal counsel or, without having consulted such legal counsel, is satisfied that Licensor fully understands and agrees to this Agreement.

IN WITNESS WHEREOF, Licensor and Licensee cause this Agreement to be executed as of the first date Written above.

("Licensor")

Franqui Prophete
(Splashy Music Publishing)

("Licensee")

Splashy Music Publishing
(Schedule 1)

<u>Type Of Composition (Master/Composition)</u>	<u>Title</u>	<u>Writer(s) Name</u>	<u>Music Genre</u>	<u>PRO Affiliation</u>	<u>Unclear Samples</u>	
1.					Yes	No
2.					Yes	No
3.					Yes	No
4.					Yes	No
5.					Yes	No
6.					Yes	No
7.					Yes	No
8.					Yes	No
9.					Yes	No
10.					Yes	No
11.					Yes	No
12.					Yes	No
13.					Yes	No
14.					Yes	No
15.					Yes	No
16.					Yes	No
17.					Yes	No
18.					Yes	No
19.					Yes	No
20.					Yes	No
21.					Yes	No
22.					Yes	No
23.					Yes	No
24.					Yes	No
25.					Yes	No

(Signature)